



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

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August 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a grant agreement with Shorepower Technologies, Inc., Hillsboro, OR (VC# 461908-B001) totaling \$70,143 for partial funding of the installation of nine electric plug-in power pedestals for use by heavy duty diesel vehicles to reduce idling in Raymond, NH, effective upon Governor and Council approval through September 30, 2024. 45% Federal Funds, 55% VW Settlement Funds.

Funding is available in the account as follows:

	<u>FY 2024</u>
03-44-44-443010-2278-072-500572	\$70,143
Dept. of Environmental Services, DERA Funds, Grants Federal	

EXPLANATION

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding to states for projects that reduce harmful emissions produced by older diesel engines, including installation of off-board idle reduction technology. Utilizing federal EPA funds, matched with funding from New Hampshire's Volkswagen Environmental Mitigation Trust Fund, NHDES has \$1,500,000 available for grants.

A request for proposal (RFP) was conducted from November 1, 2021 through December 17, 2021. Five entities applied for funding. One proposal was selected for funding (see Attachment A for the scoring results). Shorepower requested partial funding to install electrified parking spaces. Contract negotiations between NHDES and Shorepower, as well as between Shorepower and the site-host, were paused while Shorepower underwent a reorganization of its corporate structure, resulting in this requested action's delay.

Shorepower's project will install nine plug-in power pedestals at a truck stop in Raymond, NH. Eight pedestals will serve four parking spaces and one pedestal will serve two parking spaces for a total of 34 electrified parking spaces. These pedestals will offer long-haul truckers electricity and cable TV attachments. By providing truckers an external source of electricity, drivers taking their mandated 10-hour rest periods can use their vehicle's cabin amenities (such as lights and air conditioning), space heaters, and electronics without needing to idle the engine for power. Because highway trucks emit substantial amounts of air pollutants while idling, this project has the potential to reduce significant emissions each year. Neighboring areas will benefit from a reduction in noise and vibration from the engines being turned off during these long periods. Drivers utilizing electrified truck stops have also reported more restful experiences, which may aid in driver safety and driver retention, which is critical for easing ongoing supply chain burdens.

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The DERA program has a mandatory minimum cost share requirement for electrified parking space projects of 70 percent. NHDES will provide a grant of \$70,143 or 30 percent, whichever is less, of the total eligible installation cost (eligible project costs estimated at \$70,143) to Shorepower Technologies, Inc. for installation of the power pedestals.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available General funds will not be requested to support this program.

We respectfully request your approval:

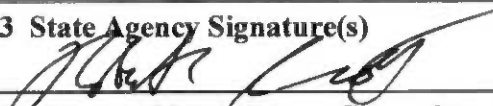

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3. Grantee Name Shorepower Technologies Inc.		1.4. Grantee Address 5229 NE Elam Young Pkwy. #160, Hillsboro, OR	
1.5 Grantee Phone # 503-686-8844	1.6. Account Number 03-44-44-443010-2278-072	1.7. Completion Date 9/30/2024	1.8. Grant Limitation \$70,143
1.9. Grant Officer for State Agency Ricky DiCillo, Emissions Reduction Specialist		1.10. State Agency Telephone Number 603-271-8330	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Jeff Kim, President	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 9/13/23	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.4 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.5 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL PROVISIONS

1. Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire State Clean Diesel Grant Program under CFDA # 66.040. All applicable requirements, regulations, provisions, terms, and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.
2. Amend Subparagraph 4.1 to read: "This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date")."
3. Amend Subparagraph 9.4 to read: "On and after the Effective Date, all data which has been received from the State or purchased with funds provided for that purpose under this Agreement shall be the property of the State and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur."
4. Amend Subparagraph 12.4 to read: "Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice."
5. Amend Paragraph 19 to read: "Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given. Mailed notices will also be copied digitally to the email address of Grantee Signor 1 as specified in the Recipient's proposal."
6. Amend Paragraph 21 to read: "This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the Agreement are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto."

EXHIBIT B
SCOPE OF SERVICES

Grant Number: 00A00749-2021-002
Project Title: NH Clean Diesel Program Agreement with
Shorepower – Truck Stop Electrification Project
Subgrant Program for Diesel Emissions Reduction Projects
Federal Award Identification Number (FAIN): 00A00749
(Awarded September 23, 2021)
CFDA Number and Name: 66.040, State Clean Diesel Grant Program

This Scope of Services describes activities that have been agreed to between the New Hampshire Department of Environmental Services (NHDES) and Shorepower Technologies Inc. (Vendor Code # 461908) for the installation of nine (9) electric plug-in power pedestals for use by heavy duty diesel vehicles to reduce diesel idling and associated emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program funded by the U.S. Environmental Protection Agency (EPA).

The project activities will be carried out at Mega-X Truck Stop, 51 Old Manchester Rd., Raymond, NH by Shorepower Technologies Inc. (hereinafter referred to as “the Recipient”).

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2024, with additional reporting requirements through 2028.

NHDES and the Recipient will undertake under this Agreement the installation of nine power pedestals for use by truckers to power their cabs and electronics while hoteling at the truck stop.

For the purposes of this Agreement, NHDES and the Recipient agree to the following:

1. NHDES shall assign the appropriate staff to coordinate this project with the Recipient.
2. The Recipient shall install electric plug-in power pedestals in accordance with the project proposal submitted in response to the New Hampshire State Clean Diesel Program Request for Proposals. The Recipient may elect to utilize sub-contractors for portions of the installation and must receive written approval from NHDES. The Request for Proposals and the Recipient’s proposal are incorporated into the Agreement by reference.
3. Each pedestal shall allow for four (4) trucks to be connected and receive power simultaneously and must remain operational and available for use at least 90% of the time on an annual basis.
4. The pedestals shall be accessible by at least two payment options, including by credit/debit card.
5. The Recipient must adhere to and demonstrate compliance with applicable Payment Card Industry Data Security Standard (PCI DSS) standards including items a through c below. PCI DSS is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discover, and JCB.

- a. The Recipient will be the merchant of record. The Recipient agrees that it is responsible for the security of the cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. The Recipient affirms that, as of the Effective Date of this contract, it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS.
 - b. The Recipient shall undertake an annual PCI DSS reassessment applicable to their Merchant Level Status as outlined below:
 - i. If the Recipient is a Level 1 Merchant, an annual report on Compliance (ROC) must be completed by a Qualified Security Assessor (QSA) or Internal Security Assessor (ISA) and the Recipient must submit their Attestation of Compliance (AOC) annually to the State.
 - ii. If the Recipient is a Level 2 or 3 Merchant, the Recipient must complete an annual self-assessment questionnaire (SAQ) and must submit their AOC annually to the State.
 - iii. If the Recipient is a Level 4 Merchant, the Recipient must complete an annual SAQ and submit their AOC annually to the State.
 - c. The Recipient shall immediately notify the State if it learns that it is no longer PCI DSS compliant and shall immediately provide the State the steps being taken to remediate the non-compliance status. In no event should the Recipient's notification to the State be later than one (1) business day after the Recipient learns it is no longer PCI DSS compliant.
6. NHDES shall reimburse the Recipient 30 percent of the eligible expenses, or \$70,143, whichever is less.
 7. Eligible expenses under this grant include only the following: the purchase, shipping, handling, and installation of the pedestals; site design & engineering; electrical panels; transformers; purchase and installation of wiring and conduit; and purchase, installation, testing, and commissioning of control/payment system hardware.
 8. Ineligible expenses include but are not limited to: power distribution to the property line, electricity, operation and maintenance, stationary energy storage systems that power the equipment (e.g. batteries) and their installation, and on-site power generation systems that power the equipment (e.g. solar panels).
 9. The Recipient shall provide NHDES with the following information on each pedestal prior to installation:

a. Model	e. Available connections
b. Serial #	f. Description of usage model (i.e. cost of usage to customers)
c. Voltage rating	
d. Amperage rating	
 10. The Recipient shall maintain the plug-in power pedestals installed under this grant agreement for the site's 34 truck parking spaces for normal service for a period of no less than five (5) years. In the event that the Recipient sells or surpluses any pedestals within five years of the effective date of this contract, or in the event that any of the pedestals are permanently removed or disabled, or in the event that changes to any parking spaces render any pedestals permanently inaccessible, the Recipient shall immediately notify NHDES and follow the guidelines set forth in Title 2 Code of Federal Regulations, Subtitle A, Section 200.313, and shall reimburse the State of New Hampshire in accordance with the following depreciation table.

Project: Truck Stop Electrification

	Percent Value Remaining	Value to be Returned to NHDES per Pedestal
Year 1 value	20	\$1,558.73
Year 2 value	16	\$1,246.99
Year 3 value	12.8	\$997.59
Year 4 value	10.2	\$794.95
Year 5 value	7.6	\$592.32

Note: Depreciation of grant is calculated based on a total cost of \$70,143 for 9 pedestals distributed evenly as \$7,793.67 per pedestal.

11. The Recipient shall:
 - a. Maintain the pedestals in accordance with manufacturer recommendations;
 - b. Not make modifications to the pedestals; and,
 - c. Make the pedestals and related documents (including maintenance records) available for follow-up inspection for five years from the Effective Date, if requested by EPA or NHDES.

12. The Recipient shall submit **Quarterly Project Status Reports** ("Quarterly Reports") to NHDES for two years. The first quarterly report is due after the first full calendar quarter following the Effective Date of the Agreement. Quarterly Reports are due January 15th, April 15th, July 15th, and October 15th. Quarterly Reports shall include sufficient information for NHDES to know the status of the pedestal installations, to know if pedestals are in service, and to estimate the emissions reductions attributable to the installation of the pedestals, including:
 - i. A description of site status, usage model (i.e. cost of use to customers), routine maintenance, equipment malfunctions and steps taken to correct, electrical demand charges incurred, and downtime (planned and unplanned) during the preceding calendar quarter;
 - ii. Each usage of each pedestal, including usage date, start time, finish time, total kWh drawn, and additional services accessed (i.e. internet or television) during the preceding calendar quarter.

13. The Recipient shall submit three **Annual Project Status Reports** ("Annual Reports") to NHDES by January 15th beginning the January following the last quarterly report. Annual Reports shall include sufficient information for NHDES to estimate the emissions reductions attributable to the installation of the pedestals, including:
 - i. A description of site status, usage model (i.e. cost of use to customers), routine maintenance, equipment malfunctions and steps taken to correct, electrical demand charges incurred, and downtime (planned and unplanned) during the preceding calendar year;
 - ii. Each usage of each pedestal, including usage date, start time, finish time, total kWh drawn, and additional services accessed (i.e. internet or television) during the preceding calendar year.

14. The Recipient shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. The Recipient shall complete all activities, reports, and work products specified herein.

15. The Recipient shall obtain a site-host agreement between the site host and the Recipient. The site-host agreement must be provided to NHDES. No reimbursable project costs may be incurred prior to approval of the site-host agreement by NHDES. The site-host agreement must:
- a. Include provisions regarding the Recipient's legal right to place the pedestals on the site;
 - b. Allow the Recipient and any sub-contractors to install the pedestals on the site and allow the pedestals to operate on the site for a minimum of five years;
 - c. Explain in simple terms the legal agreement between the Recipient and the site host, including responsibilities relative to the installation, operation, and maintenance of the pedestals and the site as a whole;
 - d. Specify that the Recipient and its sub-contractors will have access to the site as necessary to maintain the pedestals, signage, and other appurtenances;
 - e. Specify which party is responsible for ensuring the site is accessible and inviting;
 - f. Include provisions for any sale of the site;
 - g. Provide recourse for the Recipient should the site host decide to discontinue operation of the pedestals on the site.



EXHIBIT C
METHOD OF PAYMENT

- 1) Payments under this agreement are not to exceed \$70,143 or 30 percent of eligible project costs, whichever is less.
- 2) NHDES will reimburse the Recipient for eligible expenses provided the Recipient is in compliance with all recordkeeping and reporting requirements in Exhibit B.
- 3) Invoices may be submitted for reimbursement upon payment and shall include the following:
 - a) Payment request on the Recipient letterhead with the following information for each pedestal:
 - i) Model;
 - ii) Serial number;
 - iii) Voltage rating;
 - iv) Amperage rating;
 - v) Connection availability;
 - vi) Description of usage model (i.e. cost of usage to customers)
 - b) A copy of all vendor invoices;
 - c) A copy of cancelled checks or other documents verifying payment; and
 - d) Contact information for any questions related to reimbursement requests.
- 4) NHDES will process complete invoices within 30 days of receipt.
- 5) Invoices must be submitted by the project completion date. Invoices submitted after this date may be denied.
- 6) All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

I, Jeff Kim, hereby certify that I am duly elected/appointed President of
(Name) (Title)

Shorepower Technologies Inc.. I hereby certify that the current Bylaws of the
(Name of Corporation)

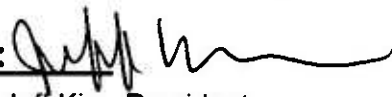
Corporation duly authorize the following officers or positions to enter into contracts or
agreements on behalf of the Corporation with the State of New Hampshire and any of its
agencies or departments: President

(list officer titles or position)

I further certify that I am the **sole member of the Board of Directors** and the **sole
employee** of the Corporation at this time.

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. To the extent that there are any
limits on the authority of the listed individual to bind the corporation in contracts with the
State of New Hampshire, all such limitations are expressly stated herein. This authority **shall
remain valid for thirty (30) days** from the date of this certificate.

DATED: 8/21/2023

ATTEST: 
(Name & Title) Jeff Kim, President

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SHOREPOWER TECHNOLOGIES INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 29, 2023. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 935881

Certificate Number : 0006255322



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

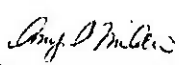
PRODUCER Elliott Powell Baden and Baker Inc. An ISU Network Member 1521-SW Salmon Street Portland OR 97205-1783	CONTACT NAME: Amy Miller PHONE (A/C, No, Ext): (503) 227-1771 E-MAIL ADDRESS: amiller@epbb.com	FAX (A/C, No): (503) 274-7644
	INSURER(S) AFFORDING COVERAGE	
INSURED Shorepower Technologies Inc. 5291 NE Elam Young Parkway, Ste 160 Hillsboro OR 97124	INSURER A: Kinsale Insurance Co. NAIC # 38920	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Certs **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01002238580	01/26/2023	01/26/2024	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$	
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$	
	DED						\$	
	RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PER FORMS: CG2010 10-01; CAS4002 01-10; CAS5003 07-17.

CERTIFICATE HOLDER The State of New Hampshire Department of Environmental Services 29 Hazen Drive Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT A

**2021 New Hampshire Clean Diesel Grant Program
Final Scoring Results and Funding Amounts of Eligible Projects**

Grant Applicant	Project Location	Funding Amount	Score
Shorepower Technologies	Raymond	\$70,143	77
Not Currently Selected			
S&J Transportation	Lee	\$140,000	50
Loon Mountain	Lincoln	\$271,168	Withdrawn
McLane Co. (Second of 2)	Hopkinton	\$117,576	Withdrawn
McLane Co. (First of 2)	Hopkinton	\$117,576	Withdrawn
First Student, Inc.	Nashua	\$829,876	Withdrawn

Detailed Scoring Results of Eligible Projects

Applicant	Cost Effectiveness Of Emission Reductions	Project Benefits an Economically Disadvantaged Community or Population	Percent Operation in NH	Government Entity	Project Benefits an Area Populated by Sensitive Receptors	Clarity of Proposal & Potential for Success	Total Base Score	Replacement with Alternative Fuel	Additional Benefits	Final Score
Loon Mountain	11	21	20	0	3	4	59	25	5	89
First Student, Inc.	0	13	20	5	5	5	48	25	5	78
Shorepower Technologies	28	6	20	0	2	4	60	13	4	77
McClane Co. (2/2)	17	1	20	0	1	4	43	25	3	71
McClane Co. (1/2)	15	1	20	0	1	4	41	25	3	69
S&J Transportation	28	1	16	0	2	3	50	0	0	50

Reviewers

Name	Agency/Organization	Title	Years of Experience
Rebecca Ohler	NHDES Air Resources Division Tech Services Bureau	Tech Services Administrator	23
Timothy White	NHDES Air Resources Division Tech Services Bureau	Mobile Sources Section Supervisor	6
Lucy St. John	NHDOT Bureau of Planning & Community Assistance	Senior Planner	6