

APPENDIX D-4
Maine Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary: State of Maine

Lead Agency Authorized to Act on Behalf of the Beneficiary: Maine Department of Transportation (MaineDOT) *(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)*

Action Title:	Zero Emission Vehicle Service Equipment Option 2018
Beneficiary's Project ID:	23901.30
Funding Request No.	02
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement X Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	X Beneficiary <input type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	X Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>ZEVSE Option</u> Action Type <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): Provide funding to build out Maine's light duty zero emission vehicle charging corridors and provide public charging infrastructure strategically throughout the state per Section V.8 of Maine's Beneficiary Mitigation Plan (BMP).
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): See Maine BMP, Section VII
Estimate of Anticipated NOx Reductions (5.2.3): See Maine BMP, Section VII
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): MaineDOT, Bureau of Finance & Administration
Describe how the Beneficiary will make documentation publicly available (5.2.7.2). As stated in Paragraph 7 of Maine's Appendix D-3 filing, the Beneficiary certifies that it will maintain and make publicly available all documentation and records: (i) submitted by it in support of each funding request; and (ii) supporting all expenditures of Trust Funds by the Beneficiary, each until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Trust Agreement, unless the laws of the Beneficiary require a longer record retention period. Together herewith, the Beneficiary attaches an explanation of: (i) To satisfy the procedures by which the records may be accessed, which shall be designed to support access and limit burden for the general public. MaineDOT has established a website (http://www.maine.gov/mdot/vw) to house state-specific documents, guidance, public comments, funding process descriptions, and web links to other sites for useful background information and resources related to the VW Environmental Mitigation Settlement;

- (ii) As part of Maine’s Beneficiary Mitigation Plan required under Paragraph 4.1 of the Trust Agreement, the procedures by which public input will be solicited and considered included the solicitation of public comments via web notice and comment period on Maine’s Beneficiary Mitigation Plan. Two public meetings were held in geographically diverse locations prior to closing of the comment period. Comments were and will continue to be considered through program implementation.
- (iii) Whether and the extent to which the certification in this Paragraph 7 is subject to the Beneficiary’s applicable laws governing the publication of confidential business information and personally identifiable information. The certification in Paragraph 7 is subject to Maine’s Freedom of Access Act (FOAA), 1 M.R.S. §§ 400-414, and other applicable Maine law. All documentation and records submitted by the State in support of each funding request and supporting all expenditures of Trust Funds by the State shall be accessible to the public unless an exception from disclosure under Maine law applies to the document or part thereof. For example, Maine’s FOAA, 1 M.R.S. § 402(3), includes in the list of exceptions a general exception for records that have been designated confidential by statute. Any claims for confidentiality under this exception, other enumerated exceptions, or under other Maine law would be reviewed by the Maine Department of Transportation and legal counsel. Documents, or parts of documents, would be protected from disclosure only to the extent required by Maine law. The State has identified the following specific provisions potentially applicable to confidential business information and personally identifiable information.

The enumerated exceptions under Maine’s FOAA include records that would be within the scope of a privilege against discovery or use as evidence recognized by Maine courts in civil or criminal trials if the records were sought during the course of a court proceeding. 1 M.R.S. § 402(3)(B). Maine Rule of Civil Procedure 26(c) provides that a trade secret or other confidential research, development, or commercial information may be the subject of a protective order by a court, when sought during discovery. Also, Rule 507 of the Maine Rules of Evidence contains a privilege to refuse to disclose, and prevent others from disclosing, a trade secret. The Maine Supreme Judicial Court has looked to the definition of “trade secret” in Maine’s Uniform Trade Secrets Act, 10 M.R.S. § 1542(4), in interpreting “trade secret” claims for non-disclosure under FOAA. That definition includes information that “[d]erives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use” and “[i]s the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

Maine’s FOAA contains exceptions to disclosure for certain personally identifiable information such as social security numbers. 1 M.R.S. § 402(3)(N).

Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).

See attached Memorandum of Agreement between MaineDOT and Efficiency Maine Trust.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).

Lead agency contact emailed the State Trust Agreement to specified recipients on February 12, 2018.

**If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).
Not applicable.**

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- | | | |
|-------------------------------------|---------------------|---|
| <input checked="" type="checkbox"/> | Attachment A | Funding Request and Direction. |
| <input checked="" type="checkbox"/> | Attachment B | Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4). |
| <input type="checkbox"/> | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11). |
| <input type="checkbox"/> | Attachment D | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.] |
| | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.] |
| <input type="checkbox"/> | Attachment F | Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.] |

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

- 1. This application is submitted on behalf of Beneficiary State of Maine, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.**
- 2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.**
- 3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.**
- 4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)**
- 5. Beneficiary will maintain and make publicly available all documentation submitted in**

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: April 20, 2018 revised June 11, 2018



Judy C. Gates-Kilpatrick
Director, Environmental Office

Maine Department of Transportation
[LEAD AGENCY]

for

State of Maine
[BENEFICIARY]



STATE OF MAINE
 DEPARTMENT OF TRANSPORTATION
 18 STATE HOUSE STATION
 AUGUSTA, MAINE 04455-0018

Maine.usPage
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David Bernhardt
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June 18, 2018

Re: Memorandum of Agreement compliance with the State Trust Agreement

David Bernhardt, as the Commissioner of the Maine Department of Transportation, as authorized by our Appendix D-3 to direct the Trustee in accordance with The Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries, Puerto Rico and the District of Columbia ("the State Trust") and to bind the State of Maine to obligations in connection with the State Trust and make certifications on behalf of the State of Maine hereby certifies as follows: That the undersigned has reviewed the attached Memorandum of Agreement between the Efficiency Maine Trust and Maine Department of Transportation for the Administration dated January 25/26 2018 and all the laws cited therein which is attached hereto (the "MOA") against State Trust, including without limitation all of the requirements of Appendix D-2 and paragraphs 4 and 5 and all the subparagraphs thereof, and he hereby confirms that the MOA complies with all of the requirements of the State Trust and is consistent with all such requirements. The undersigned hereby also confirms and acknowledges that should an inconsistency arise between the MOA and the State Trust will control.

By:  Date: 6/18/18

Name: David Bernhardt
 Title: Commissioner

ATTACHMENT A

FUNDING REQUEST AND DIRECTION

(Attachment to Appendix D-4, Beneficiary Eligible Mitigation Action Certification, pursuant to Paragraph 5.2 of the Environmental Mitigation Trust Agreement)

Pursuant to the authority granted to the Maine Department of Transportation (MaineDOT) to act on behalf of Beneficiary State of Maine under the Mitigation Trust, the Maine Department of Transportation directs the Trustee to make the following payments from its subaccount no. 122969-023 to the following payees, for the amounts specified on the dates specified below.

LEAD AGENCY INFORMATION

Beneficiary Name: State of Maine	Lead Agency Contact Person: Judy C. Gates-Kilpatrick
Lead Agency Name: Maine Department of Transportation (MaineDOT)	Lead Agency Email Address: judy.gates@maine.gov
Lead Agency Address: 16 State House Station Augusta, ME 04333	Lead Agency Fax: 207-624-3099
Lead Agency Phone: 207-624-3097	Lead Agency TIN: 016000001

Contact information entered above may correspond to Lead Agency or any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency

MITIGATION ACTION INFORMATION

Action Title: ZEVSE Option 2018	Funding Request Number: 02
Beneficiary's Project ID: 23901.30	

PAYMENTS REQUESTED

(attach additional pages if needed)

Amount	Requested Date	Payee	Request Type
\$1,000,000.00	April 20, 2018	MaineDOT	Advance

PAYEE CONTACT AND WIRE INFORMATION

(fill out both tables below for each payee and payment identified in "Payments Requested" table on p. 1; attach additional pages if needed)

PAYEE CONTACT INFORMATION

Action Title:	ZEVSE Option 2018	Beneficiary Project ID:	23901.30
Payee Name:	MaineDOT	Payee Contact Person:	Judy C. Gates-Kilpatrick
Payee Address:	16 State House Station Augusta, ME 04333	Payee Email Address:	judy.gates@maine.gov
Payee Phone:	207-624-3097	Payee Fax:	207-624-3099
Payee TIN:	016000001		

Payment Amount	Requested Date	Request Type
\$1,000,000.00	4/20/2018	Advance

PAYMENT FORM

- CHECK
 WIRE TRANSFER

SIGNATURE OF AUTHORIZED INSTRUCTOR

Printed Name:	_____
Signature:	_____
Date:	_____

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MEMORANDUM OF AGREEMENT

between

**EFFICIENCY MAINE TRUST
and
MAINE DEPARTMENT OF TRANSPORTATION**

for the

Administration of the Electric Vehicle Supply Equipment (EVSE) Initiative Pursuant to Maine's Volkswagen Environmental Mitigation Trust

This memorandum of agreement (MOA) sets forth the terms under which the Maine Department of Transportation (MaineDOT) agrees to grant and oversee funds from the Volkswagen Environmental Mitigation Trust to the Efficiency Maine Trust (Efficiency Maine) and Efficiency Maine agrees to administer an initiative to install electric vehicle charging infrastructure pursuant to the Zero Emission Vehicle Supply Equipment section of Maine's Beneficiary Mitigation Plan.

I. BACKGROUND

The State of Maine anticipates designation as a beneficiary of the Environmental Mitigation Trust ("Trust") that was established as part of the 2016 and 2017 U.S. District Court settlement ("Settlement") of certain allegations against Volkswagen (VW) and other car manufacturers. In early 2018, the Trustee of the Settlement funds will verify whether U.S. states, Puerto Rico, and the Tribes that have filed for Beneficiary status are eligible to receive and distribute funds. The Settlement has allocated more than \$21 million to the State of Maine to be used for purposes consistent with the Settlement. MaineDOT has been designated by Governor LePage as the lead agency to receive and disburse funds from the Environmental Mitigation Trust on behalf of the State of Maine.

The Environmental Mitigation Trust Settlement requires the State of Maine to develop a "Beneficiary Mitigation Plan" describing how the Trust Funds allocated to it will be expended. Eligible mitigation project activities are listed in Appendix D-2 of the Partial Consent Decree and include the acquisition, installation, operation and maintenance of light duty "Zero Emission Vehicle Supply Equipment." Under the definitions used in the VW Settlement, a vehicle that is all-electric is a qualifying type of "zero emission vehicle," and electric vehicle charging stations and related infrastructure are considered qualifying supply equipment. Maine's Beneficiary Mitigation Plan (the BMP or the Plan) commits to allocate 15% of the Environmental Mitigation Trust funds, or \$3.15 million, to implement an electric vehicle supply equipment initiative (EVSE Initiative).

The EVSE Initiative in Maine's BMP is consistent with and will facilitate delivery on Governor LePage's commitment to develop electric vehicle charging corridors linking Maine with its Canadian neighbors. In March 2016, Governor Paul LePage and Quebec Premier Philippe Couillard publicly announced their commitment to building a "public-private partnership to

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increase electric vehicle charging stations for travel between Quebec and Portland and assess the feasibility of additional charging stations to improve transit to other tourist locations in Maine." The top priority that emerged from planning discussions is to establish a continuous corridor of EVSE fast-charging from Quebec City to southern Maine, passing south from the Canadian border along Route 201 to Waterville and from there continuing south along 1-95 and/or 1-295.

Finally, Section 1413 of the federal "FAST Act", signed into law on December 4, 2015, requires the U.S. Secretary of Transportation to designate national EV charging, hydrogen, propane, and natural gas fueling corridors across the country. (23 U.S.C. 151). Corridor designations must identify near- and long-term need for, and location of, EV charging infrastructure (as well as other alternative fueling infrastructure) at strategic locations along major national highways to improve the mobility of passenger and commercial vehicles that employ electric and other alternative fuel technologies across the United States, which in turn will strengthen U.S. energy security, economic vitality, and quality of life.

The Secretary will update and redesignate the corridors not later than five years after the initial establishment of the corridors, and on a continuing basis thereafter. The Federal Highway Authority (FHWA) has determined that annual updates are appropriate to reflect these changes.

On July 22, 2016, FHWA published a Federal Register Notice inviting nominations from State and local officials to assist in making initial alternative fuel corridor designations. For the first designation, FHWA identified 55 routes, spanning 35 States, that will serve as the basis for a national network of "alternative fuel" corridors. Some corridors are designated as "signage-ready," meaning that there are a sufficient number of facilities on the corridor to warrant signage that alerts drivers of the availability of alternative fueling stations. Corridors that do not have sufficient alternative fuel facilities to warrant highway signage are designated as "signage-pending." The FHWA will work with State and local agencies to bring corridors designated as signage-pending up to the signage-ready stage.

The FHWA has established a process outlining the necessary steps and information for the 2017 corridor designations. Signage Ready segments are characterized as having public, DC Fast Charging no greater than 50 miles between one station and the next on the corridor. Signage Pending segments have public DC Fast Charging chargers separated by more than 50 miles. The FHWA also has created an [Alternative Fuels Corridor Web site](#) to provide information on the initial round of corridor designations and to keep stakeholders and the public informed on future designations.

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II. PARTIES

The parties to this agreement are the Efficiency Maine Trust, located at 168 Capitol Street, Suite 1, Augusta, Maine 04330 ("Efficiency Maine" or "EMT") and the Maine Department of Transportation, located at 24 Child Street, Augusta, Maine 04333 ("MaineDOT" or "the Department").

All correspondence and formal notices to Efficiency Maine shall be delivered to the following point of contact and physical or email address:

Name: Joy Adamson
Title: Contract Manager
Address: 168 Capitol Street, Suite 1, Augusta, ME 04330
Email: Joy.Adamson@Efficiencymaine.com

All invoices, progress reports, correspondence and related submissions to MaineDOT shall be shall be delivered at the following point of contact and physical or email address:

Name: Judy Gates
Title: Director, Environmental Office, Maine Department of Transportation
Address: 16 State House Station, Augusta, Maine 04333
Email: Judy.Gates@maine.gov

III. TERMS

1. **General Agreement.** By this agreement, Efficiency Maine will serve as a sub-recipient to the MaineDOT for the purpose of administering the portion of the VW settlement funds allocated to the EVSE initiative in Maine's Beneficiary Mitigation Plan and MaineDOT will grant the funds allocated to the EVSE initiative in Maine's Beneficiary Mitigation Plan to Efficiency Maine for this purpose. MaineDOT will also serve as state oversight to ensure delivery of the initiative meets State and Settlement intents and purposes.
2. **Definitions.** In this agreement, the following terms shall have the following meanings:
 - a. "*All-electric vehicles*" (EVs) run on electricity only. They are propelled by one or more electric motors powered by rechargeable battery packs.
 - b. "*Infrastructure*" means the equipment used to enable the use of electric powered vehicles (e.g., electric charging stations).
 - c. "*Zero Emission Vehicle (ZEV)*" means a vehicle that produces no emissions from the onboard source of power (e.g. all-electric or hydrogen fuel cell vehicles).

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3. **Steering Committee.** A steering committee is hereby established to make decisions for the EVSE Initiative funded through the Settlement. The steering committee shall comprise representatives of four agencies/organizations: MaineDOT, the Governor's Energy Office (GEO), the Maine Department of Environmental Protection (DEP), and Efficiency Maine. Meetings of the Steering Committee will be organized and staffed by Efficiency Maine and shall be held not less frequently than once per quarter for status updates.
4. **Technical Advisory Group.** A Technical Advisory Group (TAG) will be established and comprise individuals or representatives of organizations and/or agencies having experience or expertise relevant to implementation of the EVSE Initiative. Members of the TAG will be selected by the Steering Committee and provide input on technologies, logistics, reciprocity of equipment, etc. Should any member of the TAG become part of an applicant team under a request for proposals, they will recuse themselves from further participation. Meetings of the TAG will be organized and staffed by Efficiency Maine.
5. **Goals and Objectives.**
 - a. Goals. The goals of the EVSE Initiative and the parties to this agreement will be:
 - to strengthen the Maine economy by reducing Maine driver's energy costs for transportation and by promoting tourism from neighboring provinces and states, and
 - to advance Maine's progress in meeting commitments made through the resolutions of the Conference of New England Governors and Eastern Canadian Premiers, including, but not limited to:
 - Resolution 42-4 of August 28, 2017, which acknowledged the importance of cross-border collaboration and coordination in identifying electric vehicle charging corridors and in supporting the development of an interoperable electric vehicle charging network along those corridors that will enable travel throughout the region, and committed to take steps regionally to establish a network of electric charging corridors to reach a 2020 horizon;
 - Resolution 42-2 of August 27, 2017, which adopted an updated regional *Climate Change Action Plan - Building on Solid Foundations* and tasked its committees to take steps to implement regional actions identified in the update; and,
 - Resolution 39-1 of August 31, 2015, which adopted a 2030 reduction marker range of 35%-45% below 1990 greenhouse gas emission levels as a mid-term target on the way to the long-range target of reducing emissions in 2050 to 75%-85% below 2001 levels.
 - b. Objectives. Objectives of the EVSE Initiative and the parties to this agreement will be to:

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6. Deliver on the Governor's commitment to the Premier of Quebec to establish a corridor of publicly available, DC fast-chargers spaced not more than 50 miles apart, that links Quebec to tourist destinations in Maine, starting with a corridor from the border with Canada on Route 201 to Waterville and from Waterville along 1-95 and/or 1-295 to Kittery;
7. Maximize the length of routes in Maine that satisfy Federal Highway Administration (FHWA) FAST Act designations of "signage ready" EV corridors as described in the FHWA "2017 Alternate Fuels Corridor Request for Designation Nominations", issued September 22, 2017, (https://www.fhwa.dot.gov/environment/alternative_fuel_corridors/nominations/index.cfm);
8. Make Maine an eligible and attractive candidate for funding from federal, corporate, or national initiatives, including the Electrify America initiative; and,
9. Facilitate market transformation that will, over time, result in Maine drivers shifting from vehicles that consume high-price, high-carbon fuels to vehicles that operate on electricity.

6. **Scope of Work.** The main elements of the scope of work for this agreement are enumerated in this section.

- Identify and classify priority EV charging corridors. The Steering Committee will identify and classify one or more priority EV charging corridors in Maine to advance the goals and objectives of this agreement consistent with the EVSE Initiative and within the forecasted budget available for the initiative. The classification will describe the component corridors, the expected timing or sequencing of the priority corridors and the preferred characteristics of the corridor, including the spacing between charging stations along the route, the quantity and characteristics of the charging station locations and the Electric Vehicle Supply Equipment (EVSE)(e.g., DC fast chargers, credit card-ready), and other pertinent criteria.
- b. Procurement. Efficiency Maine will draft one or more competitive solicitations seeking proposals to develop, install, and/or operate the EVSE as needed to complete the charging corridors as identified and classified in the priorities, above, and consistent with the terms of the Settlement. Efficiency Maine will work with members of the Steering Committee in developing the draft. Efficiency Maine will present the solicitation(s) to the Steering Committee for input and approval before the solicitations may be issued. The solicitations will be issued, reviewed and awarded consistent with Efficiency Maine's published procurement rules (see, 95- 648 CMR Chapter 1) and with the terms of the Environmental Mitigation Trust Agreement.
- c. Outreach. Efficiency Maine will market the solicitation(s) to interested parties, including vendors, to recruit bids for delivery of the services and/or equipment sought for the successful implementation of the EVSE Initiative. Efficiency Maine may also conduct outreach to Maine communities, property owners, vendors and other stakeholders to explain and promote participation in the Initiative, as

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necessary to make implementation of the Initiative successful. Efficiency Maine will also establish and maintain a webpage containing a description of the Initiative, instructions about how to participate in it (as appropriate), and updates about the progress being made. Short case studies of project successes and benefits will be generated and published on the webpage after the first year. Steering Committee members will be provided opportunity to review, comment on and approve of marketing efforts and materials as well as provided the opportunity to accompany Efficiency Maine during any outreach events.

- d. Program Management. Efficiency Maine will assign staff to manage the EVSE Initiative, which duties may include, but will not be limited to, processing contracts with one or more winning bidders of competitive solicitations, organizing kick-off meetings with vendors, providing oversight of the execution of and compliance with the terms of those contracts, collecting and relaying progress reports, processing and paying invoices, and tracking the financial revenues and expenditures of the Initiative.
- e. Measurement and Verification (M&V). Efficiency Maine employs systems and protocols following best practices employed in the administration of publicly funded subsidies for energy equipment. Efficiency Maine will arrange for inspection of EVSE installations and operations promoted through the EVSE Initiative to verify that they conform to specifications proposed or approved under the contracts and to measure their "real world" performance.
- f. Contract compliance. Where the M&V protocols identify non-compliance with the contracts, Efficiency Maine will pursue remedies as needed. If waivers are appropriate, Efficiency Maine may allow for waivers after seeking and receiving approval from the Steering Committee.
- g. Accounting. Efficiency Maine will establish a separate account for the funds used in the EVSE Initiative. Revenues received by and expenditures made by Efficiency Maine for the Initiative will be recorded in Efficiency Maine's existing financial management system. Updates on the revenues and expenditures will be reported to the Steering Committee at quarterly meetings. Efficiency Maine will collect supporting documentation for all payments reimbursed by ii through the Initiative, including its own administrative costs qualifying under the Settlement and not to exceed 15% of \$3.15 million, or \$472,500 over the term of this MOA.
- h. Reporting. Efficiency Maine will report on progress of the Initiative in quarterly meetings of the Steering Committee. Interim notifications to the Steering Committee would be warranted for reaching major milestones, encountering significant non-compliance, or notifying of outreach events. Reports will include an accounting of financial revenues and expenditures, information about the status of implementation of the Initiative, metrics by which to gage progress toward the Objectives of this Agreement, and any other information required by the Trustee. Efficiency Maine will compile an annual report of the financial and programmatic activities and results which shall be delivered to MaineDOT on a schedule to be determined by the Steering Committee.

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7. **Disbursement of Funds.**

- a. As soon as possible after the submission of the Maine BMP to the Trust, MaineDOT will request from the Trust the greater of one-third of \$3.15 million or the maximum allowable allocation of funds under the Settlement for qualifying expenditures and administrative costs for each of the first three years of the EVSE Initiative. MaineDOT will transfer the funds directly to Efficiency Maine within 30 days of receiving funds for the EVSE Initiative from the Trust.
- b. In the second and third year of the Initiative, MaineDOT will transfer any remaining funds as required in the first month of each successive calendar year unless cost projections from the prior year are in excess of actual costs, in which case only funds necessary to complete the reasonably forecasted expenses of the coming year of the EVSE Initiative will be transferred.
- c. Efficiency Maine will return any unused funds to MaineDOT for redistribution not more than three months after completion of the fifth full year of the Initiative, unless the term of the Initiative is extended by mutual agreement of the parties.

8. **Administrative Costs.** The administrative costs of the EVSE will comply with terms of Appendix A: Eligible Mitigation Action Administrative Expenditures enumerated in Maine's BMP. EMT will draw from the disbursements amounts necessary to reimburse qualified administrative expenses incurred in implementing the terms of this agreement and the scope of work. Any administrative expenses that are drawn from the Trust shall not exceed 15% of the greater of the amount expended for the EVSE in the Maine BMP or the amount received by Efficiency Maine through this agreement.

9. **Maintenance, Inspection and Auditing of Records.** Efficiency Maine will maintain all books, documents, payrolls, papers, information, records, accounting records, and other material pertaining to this agreement for two years following the completion of its final report of funds expended.

10. **Separability.** If any part of this agreement is held to be unenforceable or void, such fact shall not affect the validity or enforceability of the remaining parts of this agreement, and this MOA shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

11. **Assignment.** Efficiency Maine shall not assign this agreement without the prior written consent of MaineDOT.

12. **Termination.** This MOA shall remain in effect starting January 1, 2018 and ending December 31, 2020 unless extended or amended by mutual written agreement, provided that:

- a. MaineDOT may terminate the contract for cause only after the reason for such cause has been provided in writing to Efficiency Maine and, after a reasonable opportunity to address or remedy the cause, Efficiency Maine has failed to do so;

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b. If Efficiency Maine gives written notice to MaineDOT by April 1 of a given year that it desires to discontinue or amend the terms of the agreement, this MOA shall terminate on June 30 of that year or when a new MOA is signed, whichever is earlier.


13. **Miscellaneous Provisions.** All terms of this MOA are to be interpreted in such a way as to be consistent at all times with the other terms of this MOA to the extent possible.

This MOA contains the entire agreement of the Parties, and neither party shall be bound by any statement or representation not contained herein or in a written amendment or change order signed by the Trust. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party. The Parties expressly agree that they shall not assert in any action relating to the MOA that any implied waiver occurred between the Parties which is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms or provisions of the MOA, or to exercise an option or election under the MOU, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party of any one or more of its rights or remedies under the MOA shall be deemed to be a waiver of any prior or subsequent rights or remedy under the MOA or at law.

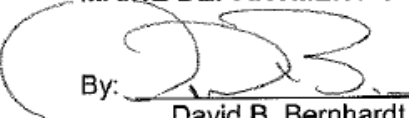
IV. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date set forth above.

EFFICIENCY MAINE TRUST

By:  1.25.2018
Michael D. Stoddard (date)
Its Executive Director

MAINE DEPARTMENT OF TRANSPORTATION

By:  1/24/18
David B. Bernhardt (date)
Its Commissioner

PROJECTED TRUST ALLOCATIONS:

	2018	2019	2020	2021
1. Anticipated Annual Project Funding Request to be paid through the Trust	\$1,000,000	\$1,000,000	\$1,000,000	\$
2. Anticipated Annual Cost Share	\$50,000	\$0	\$0	\$
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$1,050,000	\$1,000,000	\$1,000,000	\$
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$500,000	\$	\$	\$
5. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$1,000,000	\$	\$	\$
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$1,500,000	\$	\$	\$
7. Beneficiary Share of Estimated Funds Remaining in Trust	\$19,756,436	\$	\$	\$
8. Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 7 minus line 6)	\$18,756,436	\$	\$	\$