



## State of Rhode Island

### NEVI Program

### Phase 2A Grant Agreement



On July 14, 2025, the Rhode Island Office of Energy Resources ("OER") re-issued a Request for Applications (hereinafter "RFA") seeking interested parties to submit applications to acquire funding for the installation and operation of Direct Current Fast Chargers (hereinafter "DCFC") and Level 2 EV charging equipment in publicly available locations. In response to the RFA, the Recipient has submitted an application (hereinafter "Application") for funding of a certain EV charging equipment project (hereinafter "Project") at one or more publicly available locations.

Acceptance and execution of this Phase 2A Grant Agreement (hereinafter "Agreement") is a condition precedent to participation in this RFA. Recipient shall sign this Agreement and return it to OER.

Upon receipt of the signed Agreement, OER will review the Recipient's Application for eligibility and completeness. If the Application satisfies the RFA criteria and sufficient funds remain available, OER will issue a pre-approval by email in the form of a Grant Offer Letter (hereinafter "Grant Award") describing the amount of the Grant Award that has been pre-approved. Recipient must reply to the pre-approval email indicating acceptance of the offer.

#### **1. Grant Award; Disbursements**

1.1 Subject to pre-approval and acceptance of the Grant Award offer, OER will provide Recipient with the Grant Award, which is to be used solely for eligible costs as described in the RFA, and consistent with the requirements of the RFA and Recipient's Proposal. OER reserves the right to adjust the Grant Award as necessary to maintain compliance with any limitations as set forth in the RFA.

1.2 OER shall reimburse 90% of the Grant Award amount after OER has inspected and approved the Project location has met all the specifications. 10% of the Grant Award will be retained by OER and reimbursed 2% each year over the subsequent 5 years to ensure the RFA terms, and Grant Agreement requirements are met. This includes 97% uptime reliability, data collecting and reporting requirements, and continued operations and maintenance support for DCFC and Level 2 chargers.



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1.3 Requests for reimbursement under the RFA must be pre-approved by OER. OER reserves the right, under its sole discretion, to accept or reject any request for reimbursement. OER makes no commitment to provide funding prior to sending the Grant Award offer, and the Recipient should not take any action with the expectation of receiving a Grant Award until the Recipient has submitted its acceptance of a Grant Award offer to OER.

1.4 OER expects to disburse Grant Award amounts within thirty (30) days of Project completion and after a review of the Recipient's invoices and other documentation that verify Project completion according to the terms of the Grant Award. If OER determines that the DCFC and/or EV charging equipment was not installed in a manner consistent with the Application or RFA, if ineligible equipment was installed, or if the installation is not consistent with applicable codes, OER may require changes before making payment. OER reserves the right to seek a complete refund, and Recipient shall be obligated to provide complete reimbursement to OER, for all Grant Award amounts paid if, at any time, OER learns that, during the term described in Section 2.6, the approved equipment was not installed, was disconnected, was removed or relocated, was installed at a location that was not pre-approved by OER in writing, or is not available to the public at least as frequently as the business operating hours of the site host, unless such requirement was expressly waived by OER in writing. In no event during the useful life of the charging equipment shall it be moved outside of the State of Rhode Island.

1.5 Recipient must provide copies of all invoices and other documentation that verify the costs of purchasing and installing the approved charging equipment, including all materials, labor, state and federal certified payrolls, and equipment discounts. Invoices must indicate a verifiable breakout of all equipment purchased for installation under this Grant Agreement. OER has the right at any time to require invoices from the contractor to determine the price paid by the contractor to its supplier (including any discounts or Grants) for the equipment subsidized by the Grant Award.

1.6 It is a condition of disbursement of the Grant Award that the Level 2 EV charging equipment, and any associated electrical components, be approved



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by the Underwriter's Laboratory (UL).

1.7 OER will not reimburse Recipient for any cost or expense that is an ineligible cost as set forth in the RFA, is contrary to this Grant Agreement or is contrary to applicable law. Any expenditure by Recipient or commitment by Recipient to expend funds for the Project prior to the effectiveness of this Grant Agreement is a risk borne solely by Recipient. Reimbursement of Project funds expended or committed by Recipient prior to the acceptance of the Grant Award is at OER's sole discretion.

1.8 By submitting any invoice or request for reimbursement, Recipient is representing that the services or costs identified in the invoice or request for reimbursement have been provided or incurred and that such costs and expenses are proper and allowable under the RFA and this Grant Agreement. By paying all or a portion of any invoice or request for reimbursement, OER does not waive its right to recover any payment or reimbursement later determined to be improper or not allowable under the RFA and this Grant Agreement.

1.9 Recipient must install the Project within the time period specified in the RFA and in the final award letter signed by OER and the applicant. If Recipient fails to advise OER that the Project is complete or fails to provide required post-installation documentation within 30 days of Project installation, payment of the Grant Award may be delayed or denied.

1.10 OER reserves the right to make follow-up visits to Recipient's equipment installation location or facility to ensure ongoing compliance with this Agreement.

## **2. Standards of Performance**

2.1 Recipient shall be solely responsible to (i) secure all necessary rights and licenses to install and operate the EV charging equipment at the approved host site location; (ii) acquire all equipment and materials necessary for complete performance of the Project; and (iii) furnish or arrange for qualified licensed contractors, suppliers, service providers and other personnel as necessary for the complete performance of the Project. Recipient shall, and shall cause its contractors to, perform all work and services in connection with the Project in a



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timely, professional, and workmanlike manner.

22 Recipient shall, and shall ensure that its contractors, abide by and conform to applicable state, federal, and local laws, ordinances, rules, codes, regulations, and standards in the performance of the Project, including but not limited to those set forth in the RFA, which is attached hereto and incorporated herein by reference. Recipient is solely responsible for obtaining all permits, approvals, registrations, and licenses as may be required for installation and operation of the EV charging equipment.

23 Recipient is solely responsible for all costs, expenses, fees, taxes, and other assessments arising from or relating to the installation and operation of the EV charging equipment, including energy charges.

24 Recipient shall keep OER apprised of all material developments in connection with the Project. OER reserves the right to monitor Recipient's performance of this Project in order to verify compliance.

25 All equipment shall be new and unused (not refurbished). All equipment and associated electrical interconnections must be installed in a manner consistent with manufacturer recommendations and applicable code requirements.

26 Recipient, or its successor in interest to the property, shall maintain and keep the EV charging equipment in operation at the approved location for a minimum of five (5) years from the date of commissioning of the equipment.

27 Recipient shall operate and use the EV charging equipment funded in whole or in part with the Grant Award only for the purposes intended by the RFA and this Grant Agreement.

28 Recipient shall ensure that the EV charging equipment is available to the public, with appropriate signage, and that installation of the EV charging equipment is compliant with applicable ADA accessibility standards.

29 Recipient shall keep the EV charging equipment in good repair and reasonably protected from damage and vandalism.



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210 OER does not make any representations of any kind regarding the results to be achieved by the Project. OER does not endorse, guarantee, or warrant any particular vendor, contractor, manufacturer or product, and it provides no warranties, express or implied, for any product or services. Neither OER nor its consultants are responsible for assuring that the design, engineering, or construction of the Project or installation of the EV charging equipment is proper or complies with any particular laws, codes, or industry standards. Recipient is solely responsible for the design and implementation of the Project.

211 Recipient is solely responsible for collecting and reporting data in compliance with the National Electric Vehicle Standards and Requirements § 680.112 directly to FHWA, with a minimum frequency of quarterly (§ 680.112(b)) and annually (§ 680.112(c)).

### **3. Recipient Representations and Responsibilities**

3.1 Recipient acknowledges that the Grant Award is provided for the purposes specified in the RFA and must be used in compliance with the RFA requirements and all applicable regulations.

3.2 All requirements, restrictions, and obligations regarding the use of Grant Awards are deemed incorporated in this Agreement and Recipient agrees to comply with all such requirements, restrictions, and obligations. Recipient represents and warrants that no portion of the Grant Award will be used for any purpose not expressly approved in the Grant Award.

3.3 Recipient represents that it is eligible to receive the Grant Award and that it is not suspended, debarred, or disqualified from receiving state contracts, Grants, awards or other appropriations.

3.4 Recipient represents that neither the Application, nor any document, report, or certification given by Recipient in connection with this Grant Agreement or the Project contains any untrue statement of material fact or any knowing omission of material fact. Recipient shall notify OER of any material change in Recipient's status or condition that could have a material adverse effect on Recipient's ability to complete and implement the Project as described



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in Recipient's Proposal and this Grant Agreement.

35 Recipient represents and warrants that the equipment and measures funded in whole or in part through the Grant Award shall not be resold, transferred, or moved from the Project location during the term described in Section 2.6.

36 Recipient acknowledges that a breach of any representation contained herein or the provision of any false or misleading information or knowing omission of material information in connection with the Project, whether by Recipient or its agents, may result in termination and revocation of the Grant Award, require the immediate reimbursement of any Grant Award amounts previously disbursed, and may result in Recipient's suspension or debarment from participation in this Program.

#### **4. Indemnity; Damages Limitation**

41 OER's sole obligation and total liability under this Agreement will be limited to paying the grant amounts for approved projects completed in accordance with the RFA requirements and this Grant Agreement. In no event shall OER or any of its employees or agents be liable to the Recipient or anyone claiming through the Recipient for any special, consequential, or incidental damages, including lost profits or lost business opportunities, or for any damages in tort (including negligence) caused by or resulting from any activities in connection with or associated with the RFA or the installation, operation or use of the equipment or measures for which the Grants are awarded.

42 The Recipient shall protect, indemnify, and hold harmless OER and its employees, and agents from and against all third-party claims, liabilities, losses, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) asserted against or incurred by OER arising out of or relating to the Recipient's participation in the Program, the work or services in connection with the Recipient's Project, or the installation, operation or use of the equipment or measures for which Grants are awarded.

43 Nothing herein shall be construed to waive, release, or diminish any





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statutory or common law immunities of OER as a governmental entity, all of which are expressly retained.

#### **5. Breach and Remedies.**

5.1. The failure of Recipient to fulfil any of its obligations in accordance with this Grant Agreement, in whole or in part, or in a timely or satisfactory manner shall be a breach.

5.2. In the event of a breach, OER shall give written notice of breach to the Recipient. If the Recipient does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, OER may exercise any of the remedies as described in this Section 5. Notwithstanding any provision of this Grant Agreement to the contrary, OER, in its discretion, need not provide notice or a cure period and may immediately terminate this Grant Agreement, in whole or in part, or institute any other remedy in this Grant Agreement to protect the public interest of the State.

5.3. If Recipient is in breach under any provision of the Grant Agreement and fails to cure such breach, OER, following the notice and cure period set forth in this Section 5, shall have all the rights and remedies set forth in this Section 5 in addition to all other rights and remedies set forth in this Grant Agreement or at law.

i. Termination for Breach: In the event of Recipient's uncured material breach, OER may terminate this Grant Agreement or any part of this Grant Agreement.

a. Obligations and Rights: To the extent specified in any termination notice, Recipient shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Recipient shall complete and deliver to OER all work, and services not cancelled by the termination notice, and may incur obligations as necessary to do so within this Grant Agreement's terms. At the request of OER, Recipient shall assign to OER all of Recipient's



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rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Recipient shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Recipient but in which OER has an interest. At OER's request, Recipient shall return materials owned by OER in Recipient's possession at the time of any termination. Recipient shall deliver all completed work and deliverables and all work product and deliverables in process of completion to OER at OER's request.

- b. **Payments:** Notwithstanding anything to the contrary, OER shall only pay Recipient for accepted work and services received as of the date of termination.
  - c. **Damages and Withholding:** Notwithstanding any other remedial action by OER, Recipient shall remain liable to OER for any awarded damages sustained by OER in connection with any breach by Recipient, and OER may withhold payment to Recipient for the purpose of mitigating OER's damages until such time as the exact amount of awarded damages due to OER from Recipient is determined. OER may withhold any amount that may be due to the Recipient as reasonably necessary to protect the OER against loss.
- ii. **Remedies Not Involving Termination:** OER, in its discretion, may exercise one or more of the following additional remedies, including during the pendency of any cure period:
- a. **Suspend Performance:** Suspend Recipient's performance with respect to all or any portion of the work and services pending corrective action as specified by OER. Recipient shall promptly cease performing all work and services and incurring costs in accordance with OER's directive, and the OER shall not be liable for costs incurred by Recipient after the suspension of performance.
  - b. **Withhold Payment:** Withhold payment to Recipient until Recipient corrects its work and services.





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- c. Deny Payment: Deny payment for work or services not performed or not authorized under this Grant Agreement.
- d. Removal: Demand immediate removal of any of Recipient's employees, agents, or contractors from the Project whom OER deems unacceptable or whose continued relation to this Grant Agreement is deemed by OER to be contrary to the public interest.

5.4. OER reserves all rights and remedies available at law or in equity in the event of a breach of this Grant Agreement by Recipient. Without limiting the foregoing, in the event that this Grant Agreement is terminated as a result of the Recipient's breach or default, the Recipient shall pay on demand all of OER's costs, fees (including attorney and paralegal fees and disbursements, including such fees or disbursements arising in any bankruptcy case or proceeding), expenses, and damages of any kind incurred by or imposed on OER in connection with or as a consequence of Recipient's breach of this Grant Agreement. The various rights, remedies, options, and elections of OER in this Grant Agreement are cumulative and not exclusive of any other right, remedy, or power allowed or available at law or in equity.

## 6. Miscellaneous Provisions

6.1 Data and Information in Support of the Program. Recipient authorizes access by OER to usage, utilization, energy, and performance information relating to the equipment funded in whole or in part by the Grant Award where such information is available. OER may be required to report on the use and performance of the EV charging equipment. Information from these reports may be made available to the public. Recipient agrees to cooperate with OER on such reporting and shall provide information related to the Grant Award, this Grant Agreement, and the Project as requested or required by OER to meet its obligation to provide accurate, complete, and timely information to the public, to meet the Program reporting requirements, and/or to comply with state or federal law or regulation. Recipient agrees to allow independent, third-party verification of Project performance and energy utilization as may be requested by OER.



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62 Site Visits. OER and its representatives have the right to make site visits at reasonable times to review Project progress, performance, and operation.

63 Independent Capacity. Recipient is an independent party and is not an agent or representative of OER. Recipient shall be solely responsible for the performance of the Project and the conduct of its employees, agents and contractors. In no event shall OER be deemed an employer, partner, or agent of Recipient or any of Recipient's personnel. Recipient shall select its own vendor or contractor to provide the equipment and perform the work contemplated by this Project, provided they are licensed and authorized to do business as may be required under any applicable law. In no event shall OER be responsible or liable for any act or omission of Recipient, its employees, agents, contractors, or vendors. OER reserves the right to prohibit specific vendors or contractors from participation in projects funded through this RFA.

64 Records. Recipient shall make and retain all project records (including financial records, progress reports, service, equipment, and material orders, invoices, evidence of payment, and payment and reimbursement requests) for a minimum of five (5) years following the expiration or termination of this Grant Agreement. Recipient shall permit OER or its authorized representatives to examine such records and to interview any officer or employee of Recipient or any of its contractors regarding the work performed under this Grant Agreement. Recipient shall furnish copies of all such records upon request.

65 Taxes. Recipient shall be solely responsible for the determination and payment when due of all taxes that may be due in connection with the Grant Award and the Project, including, without limitation, income, property, excise and use taxes. Grant Awards received by Recipient may be taxable. Recipient must provide its tax identification number for payment processing. Grant Award payments in excess of \$600 made to unincorporated entities will be reported by OER on IRS Form 1099-MISC.

66 Governing Law; Entire Agreement. The Grant Agreement between Recipient and OER shall be governed in all respects by the laws, statutes, and regulations of the State of Rhode Island. Any legal proceeding instituted by OER or Recipient regarding this Project shall be brought in State of Rhode Island



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administrative or judicial forums. The Grant Agreement, taken together with the Application, the terms of the RFA, the Grant Award and Recipient's acceptance of the Grant Offer constitutes the entire Grant Agreement of the parties and supersedes any prior discussions, understandings, and agreements, whether oral or in writing. The Grant Agreement may be amended only in writing signed by the parties. This Grant Agreement, and the rights and obligations hereunder, shall inure to the benefit of the Parties and their permitted assigns. No waiver shall be deemed to have been made by any of the Parties unless expressed in writing and signed by the waiving party.

#### **7. Confidentiality Clause**

7.1 All applicants to the National Electric Vehicle Infrastructure (NEVI) Request for Applications (RFA) program, including those who submit an application, receive notification of award, or engage in any communication or activities related to the program, agree to the following confidentiality terms:

7.2 Any information related to the NEVI program, including but not limited to application details, award notifications, project specifics, and any communications with OER, shall not be publicly disclosed without prior written consent from OER.

7.3 Applicants must seek and obtain written approval from OER before making any public announcements, press releases, or disclosures to third parties regarding any aspect of their participation in the NEVI Program. This includes, but is not limited to, sharing information with media outlets, stakeholders, or posting on social media.

7.4 Once the application period has closed and agreements have been awarded, OER will post the awardees' information on its NEVI webpage for public knowledge. Until that time, no applicant or awardee may disclose their participation in the NEVI program without OER's prior written consent.

7.5 Failure to comply with this confidentiality requirement may result in the withdrawal of the application, revocation of any awarded funds, and/or other penalties as deemed appropriate by OER.



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By acknowledging this Grant Agreement, you are representing that you are duly authorized to bind the Recipient to these terms and are doing so on behalf of the Recipient.

#### **Agreed & Accepted:**

By GRANTEE:

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By **OFFICE OF ENERGY RESOURCES:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title