

Memorandum of Understanding
Between the
Northeast States for Coordinated Air Use Management
And the
United States Department of Energy

This Memorandum of Understanding (“MOU”) is entered into this Fifth day of November, 2015, by and between the United States Department of Energy (“DOE”) Office of Energy Efficiency and Renewable Energy (“EERE”) and the Northeast States for Coordinated Air Use Management (NESCAUM) (hereinafter “the Parties”).

I. Background

NESCAUM is an association of the air pollution regulatory agencies in the states of Connecticut, Massachusetts, Maine, New Hampshire, New York, New Jersey, Rhode Island and Vermont.

NESCAUM serves as the technical advisor to, and facilitator for, the Multi-State Zero Emission Vehicle Task Force (the “ZEV Task Force”), established under the terms of a Governors’ Memorandum of Understanding executed in October of 2013 (the “ZEV MOU”) by the states of California, Connecticut, Maryland, Massachusetts, New York, Oregon, Rhode Island and Vermont. In May 2014, the ZEV Task Force released a comprehensive multi-state ZEV Action Plan to achieve the principal goal of the ZEV MOU – the deployment of 3.3 million ZEVs and a robust electric vehicle charging infrastructure in the ZEV MOU states by 2025.

High priority initiatives under the ZEV Action Plan that would benefit from collaboration between NESCAUM and EERE include expansion of workplace charging, planning and coordinating hydrogen refueling stations, fleet initiatives, analysis of the economic and environmental impacts associated with deployment of ZEVs, consumer outreach and education, and utility engagement in the deployment of infrastructure and outreach activities.

II. Purpose and Authority

The purpose of this MOU is to allow EERE and NESCAUM to pursue key opportunities for collaborative action between EERE and ZEV MOU states in order to accelerate the deployment of ZEVs and ZEV infrastructure, which can reduce emissions of greenhouse gases and criteria pollutants, enhance sustainability and security, and grow the economy. Recognizing a mutual interest in realizing the economic, public health, environmental, and national security impacts associated with electrification of our transportation sector, this partnership will facilitate dialogue and coordinated actions between EERE and NESCAUM to accelerate the growth of the electric transportation market.

EERE enters into this MOU under the authority of § 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

III. Activities

NOW, THEREFORE, EERE and NESCAUM hereby commit to working together on issues of mutual interest, including the following initiatives:

1. Workplace Charging. NESCAUM and EERE intend to coordinate complementary activities of DOE's EV Everywhere Workplace Charging Challenge and the workplace charging initiatives planned for implementation in the ZEV MOU states. EERE intends to provide technical assistance on subjects such as determining employee interest and installing and managing employee charging. EERE agrees to advise on the execution of workplace charging events in the ZEV MOU states upon request, and assist the ZEV MOU states with the planning and implementation of state workplace charging events.

2. Economic Benefit Analyses. EERE intends to review existing analyses of the macroeconomic impacts associated with electrification of the light-duty vehicle sector. To the extent that existing analyses do not adequately quantify the economic impacts of electrification (including BEVs, PHEVs, and FCEVs) that result in the ZEV MOU states, EERE agrees to share its current national economic value analysis and consider additional studies to assess the macroeconomic impacts in the ZEV MOU states.

3. Consumer Outreach and Education. Recent independent surveys and studies have concluded that among consumers in the United States, the economic and other impacts of zero emission vehicles and the viability of zero-emission vehicle technology as a transportation option are not well understood, and that a nationwide broad-based communications campaign is needed. EERE and NESCAUM, therefore, intend to collaborate on the EV Everywhere outreach campaign and explore opportunities to partner with the Ad Council, ZEV MOU states, the auto manufacturers and utilities to develop and launch additional communications campaigns with simple messaging to raise awareness, interest and understanding of ZEVs.

4. Utility Deployment of Infrastructure and Engagement. EERE and NESCAUM agree to explore, along with utilities serving the ZEV MOU states, the establishment of a utility/EV industry stakeholder group to promote: (a) deployment of rate-based electric vehicle charging infrastructure within utility service areas either by the utility or third party engagement; (b) consideration of barriers and challenges associated with utility deployment of rate-based charging infrastructure; (c) utility engagement in consumer outreach and education on the ratepayer benefits associated with transportation electrification; and (d) other issues of mutual interest.

5. Fleets Users Forum. Electrification of public fleets is an important government-lead-by-example initiative and a priority item under the Multi-State ZEV Action Plan. EERE intends to include NESCAUM in its ongoing efforts to assist fleet managers with addressing barriers to electrification of public fleets.

6. Corridor Mapping. EERE and NESCAUM intend to coordinate with researchers, as needed, to undertake multi-state mapping and modeling analyses to inform the design and implementation of efficient charging networks in the ZEV MOU states.

IV. Points of Contact

The points of contact responsible for administration of this Agreement are:

For EERE:
Bob Graham
Director, EV Everywhere
United States Department of Energy
1000 Independence Ave, SW
Washington, DC 20003
202-586-3801
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For NESCAUM:
Kathy Kinsey
Senior Policy Advisor
NESCAUM
89 South Street, Suite 602
Boston, Massachusetts 02111
617-259-2000
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V. Terms and Termination

Through this MOU, EERE and NESCAUM agree to work together to advance each of these priorities and develop work plans to accomplish these goals. Specific work plans for the initiatives described above will be developed by the Parties and may be incorporated as addenda to this MOU.

This MOU shall remain in effect until terminated by either party upon written notice to the other party.

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

This MOU is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party, including that of a federal contractor. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOU is subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

VI. Modifications

This MOU may be modified by mutually acceptable written amendment duly executed by authorized officials of EERE and NESCAUM.

VII. Entire Agreement

This MOU constitutes the full and final understanding of both Parties on all subjects contained within it. All prior negotiations, understandings, and agreements are merged into this Agreement.

VIII. Execution

The Parties have caused this MOU to be executed in duplicate originals by their duly authorized representatives and is effective on the date of the last signature below.

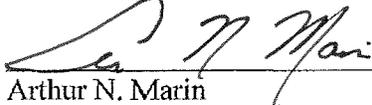
For the U.S. Department of Energy:



Dr. David Danielson
Assistant Secretary, EERE

11/5/2015
Date

For NESCAUM:



Arthur N. Marin
Executive Director

11-6-15
Date