



STATE OF CALIFORNIA

GRANT REQUEST FORM (GRF)

CEC-270 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

A) New Agreement # ZVI-22-022 (to be completed by CGL office)

B) Division	Agreement Manager:	MS-	Phone
600 Fuels and Transportation	Daniel Siu	27	916-908-7483

C) Recipient's Legal Name	Federal ID #
East Bay Community Energy	82-2262960

D) Title of Project
East Bay Community Energy's Multi-family Hotspot Fast Charging Hubs

E) Term and Amount

Start Date	End Date	Amount
12 / 14 / 2022	7 / 31 / 2025	\$ 2,726,160

F) Business Meeting Information

☐ ARFVTP agreements \$75K and under delegated to Executive Director

Proposed Business Meeting Date 12 / 14 / 2022 ☐ Consent ☒ Discussion

Business Meeting Presenter: Daniel Siu Time Needed: 5 minutes

Please select one list serve. Altfuels (AB118- ARFVTP)

Agenda Item Subject and Description:

EAST BAY COMMUNITY ENERGY. Proposed resolution approving Agreement ZVI-22-022 with East Bay Community Energy for a \$2,726,160 grant to install two direct current fast charging hubs in the cities of Hayward and San Leandro, where there are dense concentrations of multifamily residents, and adopting staff's determination that this action is exempt from CEQA.

G) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

☒ Yes (skip to question 2) ☐ No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because .

2. If Agreement is considered a "Project" under CEQA:

a) ☒ Agreement **IS** exempt.

☐ Statutory Exemption. List PRC and/or CCR section number:

☒ Categorical Exemption. List CCR section number: Cal. Code Regs., tit. 14, sec. 15301, 15303, 15304

The City of San Leandro is the CEQA Lead Agency for the EV installation in San Leandro. On November 18, 2022, the City (through its Planning Manager) issued a Notice of Exemption for the project, based on the CEQA exemption (section 15304) for minor public or private alterations in the condition of land, water, and/or vegetation.

The City of Hayward is the CEQA Lead Agency for the EV installation in Hayward. On November



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18, 2022, the City (through its Environmental Services Manager) issued a Notice of Exemption (NOE) for the project, based on the CEQA exemption (section 15268) for ministerial projects.

This means that the City of Hayward anticipates no discretionary approval to make regarding the project. Public Resources Code, section 21080(b)(1) excludes ministerial projects from CEQA.

The California Energy Commission's reasoning is as follows:

Regarding the City of Hayward's NOE finding that only ministerial approval will be needed, the CEC does not need to further consider the EV chargers in Hayward under CEQA. However, in an abundance of caution, the CEC prepared the following analysis covering both EV installations.

Cal. Code Regs., tit. 14, sec. 15301 provides that projects which consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, and which involve negligible or no expansion of use beyond that existing at the time of the lead agency's determination, are categorically exempt from the provisions of the California Environmental Quality Act. This project involves installation of electrical infrastructure and electric vehicle charging stations at two existing parking facilities. The electric vehicle charging stations will be installed on an existing paved parking lot and at an existing parking garage and will involve negligible or no expansion of parking use. Therefore, the project falls within section 15301 and will not have a significant effect on the environment.

Cal. Code Regs., tit. 14, sec. 15303 provides that projects which consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, are categorically exempt from the provisions of CEQA. This project consists of installation of new small equipment to an existing site. There will be 10 DC Fast Chargers at a parking garage in Hayward and 13 DC Fast Chargers at a parking lot in San Leandro. The equipment will be installed in an existing, paved parking lot or at an existing parking garage. Each of the fast-chargers to be installed is approximately the size of a gas station gasoline pump. Therefore, the project falls within section 15303 and will not have a significant effect on the environment.

Cal. Code Regs., tit. 14, sect. 15304 provides that projects which consist of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes are categorically exempt from the provisions of CEQA. In this project, trenching will be necessary in order to bury conduit from the power supply to the charging stations. The trenching will take place on currently paved ground, will not involve the removal of any trees, and the surface will be restored. Therefore, the project falls within section 15304 and will not have a significant effect on the environment.

The project will not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies; does not involve any cumulative impacts of successive projects of the same type in the same place that might be considered significant; does not involve unusual circumstances that might have a significant effect on the environment; will not result in damage to scenic resources within a highway officially designated as a state scenic highway; the project site is not included on any list compiled pursuant to Government Code section 65962.5; and the project will not cause a substantial adverse change in the significance of a historical resource. Therefore, none of the exceptions to categorical exemptions listed in CEQA Guidelines section 15300.2 apply to this project, and this project will not have a significant effect on the environment.

☐ Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:



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- b) ☐ Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

- ☐ Initial Study
☐ Negative Declaration
☐ Mitigated Negative Declaration
☐ Environmental Impact Report
☐ Statement of Overriding Considerations

H) List all subcontractors (major and minor) and equipment vendors, including those listed in the grant application: (attach additional sheets as necessary)

Legal Company Name:	Budget
TBD - vendor (Trenching)	(\$13,939 match only)
TBD - vendor (Develop project designs)	(\$295,856 match only)
TBD – vendor (Operations & Maintenance and Back Office Services for Year 1 of DCFC operations)	(\$438,890 match only)

I) List all key partners, including those listed in the grant application: (attach additional sheets as necessary)

Legal Company Name:
City of Hayward
City of San Leandro
Alameda County

J) Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
General Fund	21/22	601.129ZEV	\$2,726,160
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$

R&D Program Area: Select Program Area TOTAL: \$2,726,160

Explanation for "Other" selection

Reimbursement Contract #:

Federal Agreement #:

K) Recipient's Contact Information

1. Recipient's Administrator/Officer

Name: Adrian Bankhead

Address: 1999 Harrison Street,
Suite 800

City, State, Zip: Oakland, CA,
94612

Phone: (510) 906-0491

E-Mail: abankhead@ebce.org

2. Recipient's Project Manager

Name: Jessie Denver

Address: 1999 Harrison Street,
Suite 800



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City, State, Zip: Oakland, CA,
94612

CALIFORNIA ENERGY COMMISSION

Phone: (510) 827-2052

E-Mail: jdenver@ebce.org

L) Selection Process Used

X Competitive Solicitation Solicitation #: GFO-21-603

☐ First Come First Served Solicitation Solicitation #: - -

M) The following items should be attached to this GRF

- | | | |
|---|---|--|
| 1. Exhibit A, Scope of Work | <input checked="" type="checkbox"/> | Attached |
| 2. Exhibit B, Budget Detail | <input checked="" type="checkbox"/> | Attached |
| 3. CEC 105, Questionnaire for Identifying Conflicts | <input checked="" type="checkbox"/> | Attached |
| 4. Recipient Resolution | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 5. CEQA Documentation | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Execute EBCE Site License Agreement with the Cities of Hayward and San Leandro
3	X	DC Fast Charging Service Planning and Design
4	X	Construction and Commissioning
5		Operations and Maintenance
6		Outreach and Engagement
7		Data Collection and Analysis
8		Project Fact Sheet

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Jessie Denver (East Bay Community Energy), Zac Thompson (EBCE), Vanessa Gerber (EBCE)		
2	Jessie Denver (EBCE), Zac Thompson (EBCE), Vanessa Gerber (EBCE), JP Ross (EBCE)		Cities of Hayward and San Leandro
3	Jessie Denver (EBCE), Zac Thompson (EBCE), Vanessa Gerber (EBCE)	TBD	Cities of Hayward and San Leandro

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
4	Jessie Denver (EBCE), Zac Thompson (EBCE), Vanessa Gerber (EBCE)	TBD	Cities of Hayward and San Leandro
5	Jessie Denver (EBCE), Zac Thompson (EBCE), Vanessa Gerber (EBCE)	TBD	Cities of Hayward and San Leandro
6	Jessie Denver (EBCE), Zac Thompson (EBCE), Vanessa Gerber (EBCE)		Cities of Hayward and San Leandro
7	Jessie Denver (EBCE), Zac Thompson (EBCE), Vanessa Gerber (EBCE), JP Ross (EBCE)	TBD	
8	Jessie Denver (EBCE), Zac Thompson (EBCE), Vanessa Gerber (EBCE)		

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CTP	Clean Transportation Program
CPR	Critical Project Review
DAC	Disadvantaged Community
DC	Direct Current

Term/ Acronym	Definition
EBCE	East Bay Community Energy
EV	Electric Vehicle
FTD	Fuels and Transportation Division
JPA	Joint Powers Authority
LIC	Low-Income Community
MFH	Multifamily Housing
Recipient	East Bay Community Energy
ZEV	Zero-Emission Vehicle

Background

The Budget Act of 2021 (AB 128, Ting, Chapter 21, Statutes of 2021, as amended by Senate Bill (SB) 129, Skinner, Chapter 69, Statutes of 2021 and SB 170, Skinner, Chapter 240, Statutes of 2021) appropriated \$785,000,000 from the General Fund to support infrastructure deployments and manufacturing projects for zero-emission light-duty and medium- and heavy-duty vehicles.

On November 24, 2021, the California Energy Commission (CEC) released a Grant Funding Opportunity (GFO) entitled “Reliable, Equitable, and Accessible Charging for multi-family Housing (REACH).” This competitive grant solicitation was to demonstrate replicable and scalable business and technology models for large-scale deployment of electric vehicle (EV) charging infrastructure capable of maximizing access and EV travel for multifamily housing (MFH) residents. In response to GFO-21-603, the Recipient submitted application #11 which was proposed for funding in the CEC’s Notice of Proposed Awards on May 11, 2022. GFO-21-603 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of CEC’s Award, CEC’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Problem Statement:

At the end of 2021, there were over 1 million light-duty passenger cars and trucks registered to drivers and fleets in East Bay Community Energy’s (EBCE) service area with plug-in EVs accounting for just 57,033 of the total vehicle registrations portfolio, or 6.8 percent of statewide adoption to date.¹ To achieve California’s ZEV goals, in Alameda County alone this figure needs to increase to approximately 108,051 light-duty EVs by 2025, and over 360,000 light-duty EVs by 2030. To support EV market growth, the CEC has estimated that 645 to 1,740 publicly available direct current (DC)² fast chargers are needed throughout Alameda County.³ Today there are just 367 DC fast charging ports countywide. This gap in charging infrastructure is

¹ CEC. “[Vehicle Population in California.](#)”

² [CEC EVI-Pro Tool](#)

³ [CEC Electric Vehicle Charger Dash Board](#)

not experienced equally with MFH renters representing the most underserved population. In Alameda County, 47 percent of residents are renters and 90 percent of all MFH properties (5+ units) are over 50 years old. Due to the vintage of MFH properties, electrical capacity upgrades will be needed to support EV charging infrastructure. Those upgrades are the responsibility of the property owner and represent a key barrier to enabling at-home charging for renters. Investment in a network of DC fast charging infrastructure is needed near dense concentrations of MFH units to provide equitable access to the benefits of EVs.

Goals of the Agreement:

The goal of this Agreement is to ensure public investment in DC fast charging infrastructure is strategic, fiscally responsible, powered by 100 percent renewable electricity, and ensures all MFH residents of Hayward and San Leandro can equitably benefit from the transition to EVs near-term and increase access to fast charging for nearby renters by 100 percent from baseline. Within a 5-mile radius from each site, EBCE's DC fast charging hubs will collectively support 42,171 MFH units, approximately 7,000 of which are affordable and serve low-income renters. As the public power provider, EBCE will also increase the utilization of 100 percent renewable electricity as a transportation fuel in Alameda County, and at a lower cost to EV drivers than available in the market today.

Objectives of the Agreement:

The objectives of this Agreement are to build two EBCE-owned DC fast charging hubs in the cities of Hayward and San Leandro where there are dense concentrations of MFH units (e.g., MFH Hotspots) within a 5-mile radius of each site (including East Oakland). Through this agreement, EBCE will achieve cost efficiencies by partnering with its joint powers authority (JPA) member cities whose municipal parking facilities, which are located in MFH Hotspots, will serve as site hosts to the DC fast charging hubs. The proposed sites are in low-income census tracts and within walking distance to desirable EV driver amenities. Neither site currently has EV charging as a public good for the community. To achieve these objectives, EBCE has conducted a comprehensive analysis rooted in local data and identified the need to fill critical gaps in access to publicly available fast charging infrastructure in the cities of Hayward, Oakland (East) and San Leandro. Through a new public-public partnership model, EBCE will deploy and own 10 dual-port DC fast chargers at a municipal parking garage in Hayward and 11 dual-port DC and two single-port DC fast chargers at a municipal parking lot in San Leandro. Increasing the number of DC fast chargers at each site will achieve significant project cost efficiencies and result in higher utilization. Partnering with its JPA member cities will also afford EBCE no-cost real estate which further amplifies project cost savings. Because EBCE is the public power provider it will establish beneficial charging rates for its DC fast charging hubs. And EBCE will provide at least 375 MFH residents in the project area who buy/lease an EV a discount charging card, achieving even deeper cost savings for renters. EBCE and its partners will engage MFH property owners, managers and tenants in workshops/webinars on the basics of EVs and benefits of the DC fast charging hubs. EBCE will also seek community feedback through surveys and interviews on the development of a system that allows for charging sessions to be attributed to a customer's utility bill.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.8)
 - Subawards needed to carry out project (Task 1.9)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Calls (Task 1.4)
 - Quarterly Progress Reports (Task 1.5)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.6)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
 - CEC request for specific “generated” data (not already provided in Agreement products)
 - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
 - “Surviving” Agreement provisions
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

Product:

- Email to CAM concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

Product:

- Quarterly Progress Reports

Task 1.6 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.7 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.

- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.9 Obtain and Execute Subawards

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

The Recipient shall:

- Manage and coordinate subrecipient activities.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subcontracts (if requested)
- Final subcontracts (if requested)

TECHNICAL TASKS

TASK 2: EXECUTE EBCE SITE LICENSE AGREEMENT WITH THE CITIES OF HAYWARD AND SAN LEANDRO

The goal of this task is to finalize and receive City Council approval of Site License Agreements for Hayward and San Leandro; agreement will establish each municipal parking facility as the site host to EBCE's DC fast charging hubs for a term of at least 10-years at no cost to EBCE.

The Recipient shall:

- Assist the cities of Hayward and San Leandro in preparing a *Staff Memo and Resolution* that will accompany each respective Site License Agreement. (1 for each city)
- Attend Hayward and San Leandro City Council meetings to respond to questions as needed.
- Ensure execution of the Site License Agreements. Provide *Executed Site License Agreements* to the CAM.

Products:

- Staff Memos and Resolutions
- Executed Site License Agreements

TASK 3: DC FAST CHARGING SERVICE PLANNING AND DESIGN

The goal of this task is to plan and design EBCE's DC fast charging hubs in the cities of Hayward and San Leandro.

The Recipient shall:

- Develop *Preliminary Project Designs* for each site.
- Submit stand-alone applications for each hub through PG&E's Customer Connections Online Portal. Provide *Final EBCE/PG&E Applications* to the CAM.
- Coordinate with PG&E during PG&E pre-assessment (e.g., document available circuit capacity, provide preliminary design option and evaluate required equipment). Provide a *Bulleted summary of PG&E pre-assessments* to the CAM.
- Order DC fast chargers, transformers and other required equipment for both hubs. Provide *Purchase Order(s)* to the CAM.
- Coordinate with PG&E during PG&E's design of electric distribution infrastructure for each DC fast charging hub.
- Develop *Final Project Design(s)*.
- Participate in pre-construction meetings with PG&E inspector to review construction drawings for each hub - trench location, depth, location of service, meters, conduit, mandrel, panel, etc.
- Provide a *Bulleted Summary of All Stakeholder Meetings (including inspections)* to the CAM.

Products:

- Preliminary Project Designs
- Final EBCE/PG&E Applications
- Bulleted Summary of PG&E Pre-assessments
- Purchase Order(s)
- Final Project Design(s)
- Bulleted Summary of All Stakeholder Meetings (including inspections)

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 4: CONSTRUCTION AND COMMISSIONING

The goal of this task is to construct and energize EBCE's DC fast charging hubs in the cities of Hayward and San Leandro.

The Recipient Shall:

- Coordinate with Hayward and San Leandro on construction of EBCE portion of infrastructure.
- Schedule and complete all applicable inspections - PG&E trench, PG&E Cross Bore, PG&E Mandrel, PG&E final, City of Hayward Green Tag, City of San Leandro Green Tag.
- Confirm with PG&E electrical construction (front of the meter) schedule for each project site; each will need to be ready 4-6 weeks prior to construction date and all permits must be approved before scheduling construction.
- Coordinate with PG&E on PG&E construction of utility infrastructure as needed; PG&E installs meters and makes necessary upgrades.
- Provide a copy of the *Documents Associated with Permission to Operate/Energize to the CAM*.
- Construct and energize projects with at least 10 DCFC in Hayward and at least 13 DCFC in San Leandro.
- Prepare and submit a *Summary Report* for the work required to install the DC fast charging hubs, including photos of the installation, testing, and commissioning of chargers at each site.
- Submit an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

Products:

- Summary Report
- Documents Associated with Permission to Operate/Energize
- Summary Report
- AB 841 Certification
- EVITP Certification Numbers

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 5: OPERATIONS AND MAINTENANCE

The goal of this task is to ensure that the chargers installed in the project are operational at least 97 percent of a charging site's standard hours of operation for five years after commissioning.

Task 5.1 Operations

The Recipient shall:

- Operate the installed charging stations during the term of this agreement.
- Ensure that the chargers installed in the project are operational at least 97 percent of a charging site's standard hours of operation for five years after commissioning. Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operationality for five years after commissioning shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.

Task 5.2 Maintenance

The Recipient Shall:

- Perform regular preventive maintenance, including visual inspection, performance testing, functional validation, and reporting.
- Monitor network performance.
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs within 48 hours of initial notice.
- Provide charging station users with 24/7 call center service that will assist users with any technical issues encountered at the stations.
- Prepare a Stations Operations Report for each project site sent quarterly to the CAM after station commissioning through the term of this agreement. The report will include a summary of uptime measures, calculation of uptime, and number of dispatch events needed during the quarter.

Product:

- Stations Operations Reports delivered with the Quarterly Progress Reports described in Task 1.5

Task 5.3 Recordkeeping and Reporting

The Recipient shall:

- Keep and maintain a record of the standard hours of operation for each site, including any changes over the operational period.
- Keep and maintain detailed records of maintenance and repairs. Records shall include:
 - Whether the maintenance was scheduled preventive maintenance or response to an identified issue
 - Date and time the need for corrective maintenance was reported, if applicable
 - Date and time maintenance began
 - Date and time maintenance was completed
 - Narrative describing nature of maintenance required
 - Any component failures / replacements

- Keep and maintain a record of the operative status of each connector from the time the equipment is commissioned until the end of the operational period defined by this agreement.
 - The record shall include any time the Recipient knows or is notified that a connector is incapable of delivering a charge, for example by observation, by receipt of a service call, by notice of power outage or telecommunications outage, or other means.
 - For any networked chargers, Recipient shall record the time and the operative status of each connector every 15 minutes.
 - For example, a central system using OCPP 1.6 could send TriggerMessage.req, 'requestedMessage' = 'StatusNotification' and record both the TriggerMessage.conf and StatusNotification.req sent by the charge point in response.
 - Excluded downtime shall be recorded, including any supporting documentation from an independent party, e.g., notice from an electric utility of a power outage or police report of vandalism. The record shall include an explanation of the cause of the downtime, why it should be considered excluded downtime, and the efforts made to minimize the downtime.
- Make these records available, in a standard electronic format of the CEC's choosing, to the CEC within 10 business days of a written request by the CEC.
- Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, the requirements for recordkeeping and reporting under this Task shall remain in effect for five years after commissioning and shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.
- The requirements for recordkeeping and reporting under this Task are in addition to requirements specified in this Agreement's Terms and Conditions, section 18.b, Retention of Records, and any other applicable Terms and Conditions.

Products:

- Record of standard hours of operation
- Record of the operative status of each connector
- Records of maintenance and repairs

Task 5.4 Definitions

- a) Central System: The central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.
- b) Connector: A connector is what is plugged into a vehicle to charge it.
- c) Charging Site: A physical location with one or more chargers.
- d) Charger: A device that safely supplies electrical power to an electric vehicle through connectors. Where a device has multiple connectors or can serve multiple parking

spaces, the number of chargers is equal to the number of vehicles that can be simultaneously charged.

- e) Downtime: Any period of time within the standard hours of operation in which a charger is not operational.

For networked chargers, a period in which the charge point's response to the central system's request for notification of operative status indicates that the connector or charge point is in an inoperative state is downtime.

- For example, in OCPP 1.6 intervals when **StatusNotification.req** protocol data unit **Status Field** = 'Unavailable' or 'Faulted' OR **errorCode Field** = 'ConnectorLockFailure', 'GroundFailure', 'HighTemperature', 'InternalError', 'OverCurrentFailure', 'OverVoltage', 'PowerMeterFailure', 'PowerSwitchFailure', 'ReaderFailure', 'ResetFailure', or 'UnderVoltage' are "downtime."
- f) Excluded downtime: A period of downtime, within the standard hours of operation, caused by any of the following:
- **Electric Grid Power Loss:** Power supplied by the electric utility for a site is not supplied at levels required to for minimum function of chargers / station. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs.
 - **Accident, Vandalism or Theft:** Physical damage to the charger for events such as vehicle collision with a charger, theft of charging cables, damage to connectors from mishandling, and damage to screens. Excluded downtime is limited to a maximum of 5 days for each event.
 - **Telecommunication Network Outages:** Loss of communication between a charger and a central system due to cellular or internet service provider system outages that are beyond the control of the Recipient.
 - **Planned Outage for Maintenance or Upgrade:** Any planned maintenance indicated in the funding Recipient's Operations and Maintenance Plan, submitted with application for funding, or an updated Plan approved by the CAM in advance of the planned outage.
 - **Extraordinary Events:** Unforeseeable events that would have been impossible to plan for using commercially reasonable methods.
- g) Operational: A charging port is considered operational when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- h) Uptime: Uptime is calculated as:

Uptime =

$$((\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}) / \text{Total Standard Hours of Operation}) \times 100\%$$

TASK 6: OUTREACH AND ENGAGEMENT

The goal of this task is to engage stakeholders in activities that increase EV adoption and utilization of EBCE's DC fast charging hub by MFH residents in the project area.

The Recipient shall:

- Query customer database to identify market rate and affordable MFH properties and tenants accounts.
- Filter data to identify MFH properties and tenant accounts in disadvantaged communities/low-income communities (DAC/LIC).
- Draft agenda and content for webinars and in-person workshops (which may take place at libraries, farmers market, and/or other community meeting locations) to provide information to MFH residents on the benefits of EVs and EBCE's DC fast charging hubs.
- Draft email and social media templates for outreach to MFH residents.
- Draft email templates to MFH property owners/managers with request to conduct outreach to tenants.
- Provide the *Final Version of Email Copy to Residents and MFH Owners/Managers* to the CAM.
- Engage Hayward, San Leandro and Alameda County in outreach to stakeholders (which may include neighborhood groups, Council/Board member list serves, apartment associations, MFH property owners/managers, community benefit organizations, and others).
- Conduct targeted email and social media platform outreach to property owners/managers and MFH residents throughout project term.
- Conduct at least 4 workshops/webinars throughout project term.
- Track outreach success (email open and click through rates).
- Document number of email recipients by city, DAC/LIC, MFH type (affordable/market rate), low-income status, click-through rate. Provide a *Spreadsheet of Email Recipient Characteristics* to the CAM.
- Draft customer survey to engage MFH residents in development of EBCE DC fast charging hub on-bill payment mechanism.
- Send survey to MFH residents in the project area; obtain and assess feedback.
- Procure at least 375 discount charging cards for MFH residents who are EV drivers in the project area.
- Set up back office systems to manage distribution of charging cards.
- Develop landing page for at least 375 MFH residents to "register" their EVs in exchange for a discount charging card.
- Engage MFH property owners/managers in promoting discount charging cards to tenants in the project area.
- Distribute/administer at least 375 discount charging cards.
- Create and provide an *Outreach and Engagement Report* which will include a link to the webinar, summary of events, link to EBCE charging website, and the final

survey and survey results.

Products:

- Final Version of Email Copy to Residents and MFH Property Owners/Managers
- Spreadsheet of Email Recipient Characteristics
- Outreach and Engagement Report

Task 7: DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in quarterly progress reports and the Final Report.

The Recipient shall:

- Develop data collection plan for deployed charging equipment.
- Troubleshoot any issues identified.
- Collect and provide the following data:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW for chargers.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
 - EV adoption of residents in the MFH served by the project (before project begins until end of project).
 - Success rate of property recruitment.
 - Number of MFH units served by project.
 - Number of MFH units in disadvantaged or low-income communities.
 - Number of affordable housing units.
- Collect and provide 12 months of throughput, usage, and operations data from the project including, but not limited to:
 - Number of charging sessions
 - Average charger downtime
 - Peak power delivered (kW)
 - Duration of active charging, hourly
 - Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
 - Average session duration

- Energy delivered (kWh)
- Average kWh dispensed
- Types of vehicles using the charging equipment
- Applicable price for charging, including but not limited to: electric utility tariff, electric vehicle service provider (EVSP) service contract, or public charger price.
- Payment method for public charging
- Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
- Normal operating hours, uptime, downtime, and explanations of variations
- Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
- Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
- Identify any current and planned use of renewable energy.
- Describe any energy efficiency measures used that may exceed Title 24 standards in Part 6 of the California Code of Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of the project and any expected future expansion.
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Submit the data described above electronically in a quarterly progress report throughout the duration of the agreement.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Data on charger installations and charging events will be submitted electronically in Quarterly Progress Reports.
- Data collection information and analysis will be included in the Final Report.

TASK 8: PROJECT FACT SHEET

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

The Recipient shall:

- Prepare an Initial Project Fact Sheet at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

Products:

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs

STATE OF CALIFORNIA
STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: East Bay Community Energy

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement ZVI-22-022 with East Bay Community Energy for a \$2,726,160 grant to install two direct current fast charging hubs in Hayward and San Leandro, where there are dense concentrations of multifamily residents; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the CEC held on December 14, 2022.

AYE:

NAY:

ABSENT:

ABSTAIN:

Dated:

Liza Lopez
Secretariat