



GRANT REQUEST FORM (GRF)

A. New Agreement Number

IMPORTANT: New Agreement # to be completed by Contracts, Grants, and Loans Office.

New Agreement Number: ZVI-22-026

B. Division Information

1. Division Name: Fuels and Transportation Division
2. Agreement Manager: Anita Carraher
3. MS-:6
4. Phone Number: 9164771564

C. Recipient's Information

1. Recipient's Legal Name: Ventura Energy LLC
2. Federal ID Number: 87-2041402

D. Title of Project

Title of project: City of Santa Paula EV Charging Stations

E. Term and Amount

1. Start Date: 1/25/2023
2. End Date: 12/31/2025
3. Amount: 775,144

F. Business Meeting Information

1. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
2. The Proposed Business Meeting Date: 01-25-2023
3. Consent or Discussion? Discussion
4. Business Meeting Presenter Name: TBD
5. Time Needed for Business Meeting: 5 minutes.
6. The email subscription topic is: Altfuels (AB118-ARFVTP)

Agenda Item Subject and Description:

Ventura Energy LLC. Proposed resolution approving Agreement ZVI-22-026 for a \$775,144 grant to install four DCFC ports, six Level 2 charger ports, and two energy storage systems between two charging sites with the city of Santa Paula, and adopting staff's determination that this action is exempt from CEQA.(General Fund Funding) Contact: Anita Carraher (Staff Presentation: 5 minutes)

G. California Environmental Quality Act (CEQA) Compliance

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

Yes

If yes, skip to question 2.

If no, complete the following (PRC 21065 and 14 CCR 15378) and 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: If Agreement is considered a "Project" under CEQA skip to question 2. Otherwise, provide explanation.

2. If Agreement is considered a "Project" under CEQA answer the following questions.

a) Agreement **IS** exempt?

Yes

Statutory Exemption?

None

If yes, list PRC and/or CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

PRC section number: None

CCR section number: 15301, 15303, 15304

Categorical Exemption?

Yes

If yes, list CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

CCR section number: 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 electric vehicle charging stations at existing parking facilities. The electric vehicle charging stations will be installed on existing paved public parking lots and connect to existing electrical infrastructure in locations where the public already parks to access public facilities. The project involves negligible or no expansion of use of the existing public facilities. 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 existing sites. Specifically, the approximately two fast charging stations to be installed are each approximately the size of a pay phone and the approximately three level two charging stations are each the size of a parking meter. One battery energy system will be approximately 20' long x 3' wide x 7.5' tall and installed within 20 feet of the charging stations. The second battery energy system will be attached to either an existing building wall or a standalone rack. The equipment will be installed in existing, paved parking lots. 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, minor trenching may be necessary to lay two-inch conduit from the existing electrical panel to the proposed charging equipment. The trenching will take place on currently paved ground, will not involve the removal of any trees, and surface will be restored. Therefore, the project falls within section 15304 and will not have a significant effect on the environment.

This project does not involve impacts on any particularly sensitive environment; 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)

No

If yes, explain reason why Agreement is exempt under the above section. If no, enter "Not applicable" and go to the next section.

Enter "Not applicable" or reason why Agreement is exempt under the above section

b) Agreement **IS NOT** exempt.

IMPORTANT: consult with the legal office to determine next steps.

No

If yes, answer yes or no to all that applies. If no, list all as "no" and "None" as "yes".

Additional Documents	Applies
Initial Study	No
Negative Declaration	No
Mitigated Negative Declaration	No
Environmental Impact Report	No
Statement of Overriding Considerations	No
None	Yes

H. Subcontractors

List all Subcontractors listed in the Budget (s) (major and minor). Insert additional rows if needed. If no subcontractors to report, enter "No subcontractors to report" and "0" to funds.

Delete any unused rows from the table

Subcontractor Legal Company Name	CEC Funds	Match Funds
SolRebel Power Systems.	\$ 23,000	\$0
Lou Nagy DBA Water Resource Engineering Associates	\$ 47,000	\$0
CleanTech Law Partners, P.C.	\$ 1,365	\$135



Subcontractor Legal Company Name	CEC Funds	Match Funds
Salvatore Electric, Inc	\$ 275,000	\$0

I. Vendors and Sellers for Equipment and Materials/Miscellaneous

List all Vendors and Sellers listed in Budget(s) for Equipment and Materials/Miscellaneous. Insert additional rows if needed. If no vendors or sellers to report, enter “No vendors or sellers to report” and “0” to funds. **Delete** any unused rows from the table.

Vendor/Seller Legal Company Name	CEC Funds	Match Funds
Tesla, Inc. doing business in California as Tesla Motors, Inc	\$27,640	\$100
ChargePoint, Inc.	\$184,599	\$0
Amped Solutions, Inc	\$114,190	\$116,740
City of Santa Paula	\$0	\$5,000
Southern California Edison	\$0	\$1,760
TBD - Signage vendor	\$5,000	\$0
TBD - Outdoor Lighting vendor	\$2,400	\$0
TBD - Insurance broker	\$0	\$40,000

J. Key Partners

List all key partner(s). Insert additional rows if needed. If no key partners to report, enter “No key partners to report.” **Delete** any unused rows from the table.

Key Partner Legal Company Name
The City of Santa Paula
ChargePoint, Inc.

K. Budget Information

Include all budget information. Insert additional rows if needed. If no budget information to report, enter “N/A” for “Not Applicable” and “0” to Amount. **Delete** any unused rows from the table.

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
General Fund	FY 21/22	601.129ZEV	\$775,144

TOTAL Amount: \$775,144

R&D Program Area: Enter R&D Program Area. Example: EDMFO: EDMF

Explanation for “Other” selection Enter explanation for "Other"



Reimbursement Contract #: Enter Reimbursement Contract Number

Federal Agreement #: Enter Federal Agreement Number

L. Recipient’s Contact Information

1. Recipient’s Administrator/Officer

Name: Clara Nagy McBane

Address: 3400 Cottage Way, Ste G2 #5025

City, State, Zip: Sacramento, CA 95825

Phone: 805-901-2913

E-Mail: clara@ventura.energy

2. Recipient’s Project Manager

Name: Clara Nagy McBane

Address: 3400 Cottage Way Ste G2 #5025

City, State, Zip: Sacramento, CA 95825

Phone: 805-901-2913

E-Mail: clara@ventura.energy

M. Selection Process Used

There are three types of selection process. List the one used for this GRF.

Selection Process	Additional Information
Competitive Solicitation #	GFO-21-604
First Come First Served Solicitation #	Not Applicable
Other	Not Applicable

N. Attached Items

1. List all items that should be attached to this GRF by entering “Yes” or “No”.

Item Number	Item Name	Attached
1	Exhibit A, Scope of Work/Schedule	Yes
2	Exhibit B, Budget Detail	Yes
3	CEC 105, Questionnaire for Identifying Conflicts	Yes
4	Recipient Resolution	No



STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION

Grant Request Form
CEC-270 (Revised 10/2022)

Item Number	Item Name	Attached
5	Awardee CEQA Documentation	Yes

Approved By

Individuals who approve this form must enter their full name and approval date in the MS Word version.

Agreement Manager: Anita Carraher

Approval Date: 12/07/2022

Office Manager: Mark Wenzel

Approval Date: 12/07/2022

Deputy Director: Melanie Vail

Approval Date: 12/15/2022

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Site Design and Preparation
3	x	EVSE and Battery Installation
4		Community Outreach
5		Operations and Maintenance
6		Data Collection and Analysis
7		Project Fact Sheet

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Clara Nagy McBane		
2	Clara Nagy McBane	SolRebel Power Systems Lou Nagy DBA Water Resource Engineering Associates CleanTech Law	
3	Clara Nagy McBane	Salvatore Electric	ChargePoint, Inc.
4	Clara Nagy McBane		City of Santa Paula
5	Clara Nagy McBane		ChargePoint, Inc.
6	Clara Nagy McBane		ChargePoint, Inc.
7	Clara Nagy McBane		

GLOSSARY

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

Term/ Acronym	Definition
AHJ	Authority Having Jurisdiction
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CBO	Community-Based Organization
CEC	California Energy Commission
CPR	Critical Project Review

Term/ Acronym	Definition
CTP	Clean Transportation Program
DCFS	DC Fast Charging Station
EVSE	Electric Vehicle Supply Equipment
EV	Electric Vehicle
FTD	Fuels and Transportation Division
kW	Kilowatts
MW	Megawatts
Recipient	Ventura Energy LLC

Background

The Budget Act of 2021 (Assembly Bill (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 December 14, 2021, the California Energy Commission (CEC) released a Grant Funding Opportunity entitled “Clean Transportation Program Rural Electric Vehicle (REV) Charging.” This competitive grant solicitation was to increase the deployment of electric vehicle charging stations in rural and underserved communities. In response to GFO-21-604, the Recipient submitted application #10 which was proposed for funding in the CEC’s Notice of Proposed Awards on June 24, 2022. GFO-21-604 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:

Deploying, building, and maintaining electric vehicle (EV) charging infrastructure presents cost and servicing challenges that drive markets towards urban areas. The city of Santa Paula has a low median income and a high rate of multi-generational households. Additionally, while the regional growth rate is -2.07 percent, Santa Paula’s growth rate within the past 10 years is 0.39 percent and is expected to continue to outpace the regional growth rate, increasing the number of drivers and the proportion of EVs. Providing EV charging infrastructure to this rural but growing city faces barriers in funding. The city of Santa Paula is supportive of EV charging facilities in their town, but lacks the plan, pilot, and buy-in from the surrounding community in order to make funding EV charging stations a priority.

Goal of the Agreement:

The goal of this Agreement is to provide rural economies with access to the same level of EV charging infrastructure as urban areas to counter urban-rural divide.

Objective of the Agreement:

The objective of this Agreement is to procure and install at least four direct current fast charger (DCFC) ports, at least six Level 2 charger ports, and at least two energy storage systems between two charging sites in coordination with the City of Santa Paula.

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 and is limited to 25-pages. 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 Final Report in Microsoft Word format or similar electronic format as approved by the CAM.

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 SITE DESIGN AND PREPARATION

The goal of this task is to design and prepare two sites for the proposed EV charging stations and energy storage system.

The Recipient shall:

- Conduct site planning activities for two sites, including but not limited to, surveys and designs.
- Prepare final site maps and design information, including electrical design, required for each EV charging station site.
- Prepare the two sites for installations including but not limited to electrical engineering and civil engineering.
 - Complete electrical engineering work to ensure that the paired charger-energy storage systems are designed safely and accordance with code. This includes, but is not limited to, interconnection design incorporating the charging stations with the energy storage systems with a microgrid controller in order to provide energy to the systems in the event of a power outage.
 - Complete civil engineering work to design any foundation or drainage needs of paired charger-energy storage systems. This includes, but is not limited to, flood design elevations, foundation design, and bollard placement to comply with associated fire codes.
- Apply to the utility for interconnection at two sites in order to ensure electrical utility approval.

- Complete the Full Project Design Set of drawings for submission to authorities having jurisdiction (AHJ), including but not limited to final site maps, EV charging designs, energy storage designs, electrical engineering designs, and civil engineering designs for the two sites.

Products:

- Full Project Design Set.

TASK 3 EVSE AND BATTERY INSTALLATION

The goal of this task is to install at least four (4) DCFC ports (two (2) DCFC stations), at least two (2) Level 2 charger ports (one (1) Level 2 charging station), energy storage equipment and any ancillary equipment required (meters, signage, etc.) at one site, and at least four (4) Level 2 charger ports (two (2) Level 2 charging stations), energy storage equipment, and any ancillary equipment required (meters, signage, etc.) at a second site.

The Recipient shall:

- Procure at least four DCFC ports (two (2) DCFC stations) and six Level 2 charger ports (three (3) Level 2 charging stations) and two (2) energy storage systems and provide a copy of the purchase order to the CAM.
- Receive three separate bids from electrical contractors who have experience in EV charging stations and energy storage systems. Hire the appropriate mix of quality and cost optimized contractor.
- Perform the following work:
 - site layout, excavation, compaction, backfill
 - form and pour pads
 - repair asphalt
 - install bollards
 - install electrical conduit, disconnect switch for batteries, and electrical ancillary equipment
 - install at least four DCFC ports, two Level 2 charger ports, an energy storage system, and conductors at one site and electrically terminate all non-live equipment including, but not limited to, meters, relays, site controller.
 - install at least four Level 2 charger ports, an energy storage system, and conductors at a second site and electrically terminate all non-live equipment including, but not limited to, meters, relays, site controller.
 - electrical tie in
 - electrical test
 - install signage
 - clean site and remove materials.

- Monitor construction at least once every two weeks through progress reports with the contractor and prepare Construction Progress Reports to be delivered quarterly to the CAM.
- Ensure utility connection to chargers and begin operation.
- Create and submit a summary report of site installations, including photos of operational site and installed signage.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the Agreement Terms and Conditions 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:

- Vendor purchase order of at least four DCFC ports (two (2) DCFC stations) and six Level 2 charger ports (three (3) Level 2 charging stations) and two (2) energy storage systems
- Construction Progress Reports delivered with the Quarterly Progress Reports described in Task 1.5
- AB 841 Certification
- EVITP Certification Numbers
- Summary report of site installations, including photos of operational site and installed signage

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 4 COMMUNITY OUTREACH

The goal of this task is to provide visibility and encouragement for the broader community to utilize the charging stations. Collaboration with local government and community-based organizations (CBOs) will be utilized for outreach to Santa Paula residents.

The Recipient shall:

- Present at one City Council of Santa Paula meeting to provide an announcement when the project is completed.
- Set up at least two community meetings to share the location of the stations and overall project goal.
- Attend at least two farming organization meetings to educate on EV charging and its impact on the community.
- Develop and submit a Community Outreach Summary Report that summarizes the community outreach activities and includes copies of presentations and outreach materials from the City Council meeting, the community meetings, and the farming organization meetings.

Products:

- Community Outreach Summary Report

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 operability 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:

$$\text{Uptime} = \frac{\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}}{\text{Total Standard Hours of Operation}} * 100\%$$

Task 6 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project and to analyze that data for economic and environmental impacts.

The Recipient shall:

- For all electric vehicle chargers and charging stations installed on or after January 1, 2024:
 - Comply with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
 - Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
 - Without limitation to other requirements in this grant agreement, Recipient shall comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of this grant agreement. Once regulations are final, they will apply to work under this grant agreement irrespective of when finalized. Any updates to regulations may also be applicable to work under this grant agreement.
 - If the Recipient is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Recipient shall verify receipt by signing the disclosure.
- 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
- 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 submitted electronically with Quarterly Progress Reports
- Data collection

TASK 7 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: Ventura Energy LLC

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-22-026 for a \$775,144 grant to install four DCFC ports, six Level 2 charger ports, and two energy storage systems between two charging sites with the city of Santa Paula; 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 January 25, 2023.

AYE:

NAY:

ABSENT:

ABSTAIN:

Dated:

Liza Lopez
Secretariat