**Attachment 14**

**Special Terms & Conditions**

1. **Non-Duplication of Data Collection:** In order to avoid requiring duplicative data collection and reporting by the Recipient, for each individual hydrogen refueling station constructed under this Agreement that also has an executed and active ARFVTP Operations and Maintenance (ARFVTP O&M) agreement resulting from GFO-15-605, the Recipient is not required to complete any items from Task [CAM TO INSERT TASK #], “Data Collection and Analysis,” of this Agreement for the individual station funded by the ARFVTP O&M Agreement. In other words, the Recipient need not perform data collection and analysis under this Agreement to the extent duplicative work is required under an ARFVTP O&M Agreement. However, for any and all individual hydrogen refueling stations under this Agreement that do not, for any reason, have an executed and active ARFVTP O&M agreement, the Recipient must complete all work under Task [CAM TO INSERT TASK #] of this Agreement.
2. **Payment Contingent Upon Completion of Critical Milestones:** Time is of the essence in project completion. Therefore, to incentivize and ensure timely project completion, in addition to meeting other Agreement requirements, **the Recipient must complete certain activities by certain dates in order to receive payment by the Commission under this Agreement**.

For Recipients of this Agreement who were awarded funding for hydrogen refueling stations construction under a previous Energy Commission grant or contract, for each previously funded station both Critical Milestones must be met and documented to the Energy Commission staff’s satisfaction by December 31, 2016 in order for the Recipient to be paid under this Agreement. In other words, **the Energy Commission will not pay the Recipient any money under this Agreement until both Critical Milestones have been proven as having been met by December 31, 2016, for a station previously funded by the Energy Commission, regardless of any work performed under this Agreement**.

For example, if the Recipient of this Agreement was awarded funding to construct 10 hydrogen refueling stations under a previous solicitation and does not submit by December 31, 2016 proof that **in-person pre-application meetings, for permits to build and operate proposed hydrogen refueling stations, with authorities having jurisdiction over the projects and entitlement process have been held** ~~all applicable permit applications have been filed~~ for all 10 stations funded under that previous solicitation, or does not submit by December 31, 2016 proof of site control for all 10 stations, then no funds at all will be disbursed under this Agreement.

For stations funded under this Agreement (resulting from GFO-15-605), if the Recipient of this Agreement has not previously received an award from the Energy Commission for hydrogen refueling station construction, or if the Recipient has received past award(s) from the Energy Commission for station construction and has submitted proof to Energy Commission staff’s satisfaction that the two Critical Milestones have been met for all previously-awarded stations, then funding for stations funded under this Agreement will be disbursed on a station-by-station basis as the Recipient proves to the Energy Commission that both Critical Milestones have been met for each station by the dates specified in Attachment 5 to this Agreement, the “Schedule of Products and Due Dates.” In other words, **the Energy Commission will not pay the Recipient any money for a station funded under this Agreement unless the Recipient meets both Critical Milestones, and proves so to Energy Commission staff’s satisfaction, by the dates specified in Attachment 5**.

For example, if the Recipient of this Agreement was awarded funds under a previous solicitation; has completed construction of all stations under that previous award; has been awarded funds under this Agreement to build 5 more stations; has submitted to the CAM by the deadlines listed in Attachment 5 to this Agreement proof definitively showing that **in-person pre-application meetings, for permits to build and operate proposed hydrogen refueling stations, with authorities having jurisdiction over the projects and entitlement process have been held** ~~applicable permits having been filed~~ and site control for 4 of the 5 stations; but has not submitted this documentation for 1 of the 5 stations, then funds may be disbursed under this Agreement for 4 of the stations but not for the 5th station for which no documentation of the Critical Milestones having been met has been submitted by the deadlines listed in Attachment 5.

The Critical Milestones are as follows:

***Critical Milestone 1:*** The Recipient must have ~~filed initial applications, for permits related to hydrogen refueling station construction, with all authorities which have jurisdiction over the project, including but not limited to every relevant office within the applicable permit jurisdiction. This may include, but is not limited to, applications to all relevant offices of a city or county for permits to build and operate a hydrogen refueling station.~~ **held an in-person pre-application meeting, for permits to build and operate each proposed hydrogen refueling station, with the authority that has jurisdiction over the project and entitlement process. The meeting should include but not be limited to discussion of zoning requirements and aesthetics of the proposed refueling station.**

The Recipient must provide to the Energy Commission proof of having met this Critical Milestone, in order to receive reimbursement for work performed under this Agreement, by submitting **notes from a pre-application meeting with a date, time, location, and list of meeting participants** ~~copy of all filed applications, stamped as received by the permitting entity,~~ to the Commission Agreement Manager (CAM) on or before the date specified in Attachment 5 to this Agreement (or, in the case of stations funded under a previous Energy Commission solicitation, on or before December 31, 2016). Energy Commission staff will determine whether the documentation submitted by the Recipient is sufficient to show that this Critical Milestone has been met.

***Critical Milestone 2:*** The Recipient must have control and possession of the site at which the hydrogen refueling station is to be constructed.

The Recipient must provide to the Energy Commission proof of having met this Critical Milestone in order to receive reimbursement for work performed under this Agreement, by submitting adequate documentation of site control to the CAM on or before the date specified in Attachment 5 to this Agreement (or, in the case of stations funded under a previous Energy Commission solicitation, on or before December 31, 2016). Documentation of site control may include, but is not limited to, an executed lease for the land on which the station will be constructed. Energy Commission staff will determine whether the documentation submitted by the Recipient is sufficient to show that this Critical Milestone has been met.

1. **Amendment to Critical Milestone Due Dates:** The timelines to complete either Critical Milestone can be changed only by a written amendment to this Agreement via the Amendment provision in Exhibit C, “Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions,” which the Commission is only likely to approve in unusual circumstances.
2. **Reporting Requirement on Disposition of Permit Application(s):** The Recipient shall notify the CAM in writing as to the ultimate disposition of all permit applications related to station construction within 30 days of the disposition of each application. For example, the Recipient shall notify the CAM in writing within 30 days of the approval or denial by the permitting authority of an application to build.
3. **Right to Terminate Agreement due to Non-Compliance with Critical Milestones and Due Dates:** In addition to the payment restrictions associated with meeting the two Critical Milestones listed in Section 2 above, the Energy Commission reserves the right to terminate this Agreement via the Termination provision in Exhibit C, in addition to any other rights held by the Energy Commission, if either of the Critical Milestones are missed or if the supporting evidence is inadequate to show that the Critical Milestones have been reached. In the event that the Energy Commission terminates this Agreement before Recipient meets the requirements in these Special Terms and Conditions and other requirements under this Agreement to receive payment, the Energy Commission is not liable for any costs incurred by the Recipient under this Agreement.