

Board of Directors
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City of Eureka
REX BOHN
County of Humboldt
STEVE LADWIG
City of Trinidad
JULIE WOODALL
City of Rio Dell
PAUL PITINO
City of Arcata
TAMI TRENT
City of Fortuna
MIKE WILSON
County of Humboldt

HTA Board Staff
GREG PRATT
General Manager
BRENDA FREGOSO
Secretary to the Board



Humboldt Transit Authority
Governing Board of Directors
HTA Conference Room - 133 V Street Eureka
AGENDA

Wednesday, October 23, 2019

9:00 AM

Regular Meeting

A. Call Meeting To Order

B. Roll Call & Introductions

C. Community Members Communication

Members of the community are invited to comment on items or issues not on the agenda.

D. Special Presentations

E. Consent Calendar

By motion, recommend the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the consent calendar upon request and will be heard separately.

1. Minutes from the September 25, 2019 Regular Board Meeting

Page 03

Action Recommended: Approve minutes

F. Items Removed from Consent Calendar

G. Reports

1. August statistics and financial statements for all systems operated by HTA

Enclosed

Action Recommended: Receive and file

H. New Business

1. Unmet Transportation Needs Public Hearing for FY 18/19

Page 05

A. Open a public hearing to allow citizens to comment on transit needs in Humboldt.

B. Close the public hearing and direct staff to forward a summary of the meeting to the Humboldt County Association of Governments.

2. PG&E's EV Fleet Electrification Program

Page 08

In order to charge multiple buses simultaneously, PG&E needs to upgrade infrastructure to the HTA facility. PG&E's EV Fleet Program will install electrical infrastructure to support 5 electric vehicles at no cost as long as HTA can procure four battery electric buses in the next 5 years.

Action Recommended: Execute the contract between HTA and PG&E and Commitment Form to procure a total of 4 electric vehicles in 5 years.

3. Responses to the Social Services Transportation Advisory Council (SSTAC) Recommendations

The SSTAC recommended to the HTA Board that ETS should allow bikes outside and inside the bus and that it should expand its service to operate on Sunday. Staff has prepared a draft response letter for Board Review. *(handout)*

Action Recommended: Review, Discuss, and Direct Staff

- I. Closed Session
- J. Board Communications
- K. Staff Communications
- L. Adjournment

Humboldt Transit Authority (HTA) is committed to a policy of non-discrimination pursuant to the requirements of Title VI of the Civil Rights Act of 1964. Persons who require special accommodations, accessible seating, or documentation in alternative formats under the American with Disabilities Act or persons who require translation services (free of charge) should contact HTA at least two days prior to the meeting.

Humboldt Transit Authority (HTA) se compromete a una norma de no discriminación de acuerdo a los requisitos del Artículo VI del Acto Derechos Civiles de 1964. Las personas que requieren alojamiento especial de acuerdo con el American with Disabilities Act, o personas que requieren servicios de traducción (libre de cargo) deben comunicarse con HTA al menos dos días antes de la reunión.

MINUTES FOR THE HUMBOLDT TRANSIT AUTHORITY

SPECIAL BOARD MEETING

August 28, 2019

PRESENT

Board Members

Mike Wilson, County of Humboldt
Tami Trent, City of Fortuna
Julie Woodall, City of Rio Dell
Natalie Arroyo, City of Eureka
Michael Winkler, City of Arcata (Alt)

ABSENT

Paul Pitino, City of Arcata
Rex Bohn, County of Humboldt
Steve Ladwig, City of Trinidad

Staff

Greg Pratt, General Manager
Brian Connors, Operations Manager
Brenda Fregoso, Secretary to the Board
Alene Webb, Finance Manager
Consuelo Espinosa, ADA & Safety Coordinator

Jim Wilson, Director of Maintenance

Also, in attendance were: Nancy Diamond, HTA Legal Counsel; Phillip Johnson, HCAOG, Catherine Sundquest, CAE Transport.

CALL TO ORDER

Vice Chairperson Arroyo called the meeting to order at 9:00 a.m.

COMMUNITY MEMBERS COMMUNICATION

None

SPECIAL PRESENTATIONS

None

CONSENT CALENDAR

By motion, recommended the approval of the following items considered to be routine and enacted in one motion. Items may be removed from the Consent Calendar upon request and will be heard separately.

Motion by Councilmember Winkler, second by Councilmember Woodall to approve the Consent Calendar.

Motion carries unanimously.

1. Minutes from the August 28, 2019 Regular Board Meeting

Action Recommended: Approve minutes

3. General Manager Salary Adjustment

The Board completed a performance review of the General Manager and determined that his performance merits a salary increase within the approved General Manager salary range and a one-time retention payment.

Action recommended: Approve salary increase for the General Manager to \$47.12 per hour, retroactive to the first pay period after July 1, 2019, and a one-time off schedule payment in the amount of \$5,000.00.

Items removed from the Consent Calendar

None

REPORTS

1. July 2019 Statistics and Financial Statements for all Systems operated by HTA

General Manager Greg Pratt gave the board a report on the statistics and financials.

OLD BUSINESS

1. Property on 2347 2nd Street: Nixon House

General Manager Greg Pratt gave the Board an update on the progress made with the salvage and demolition of the Nixon House.

2. Dial-A-Ride (DAR) Contribution Restructuring Update

General Manager Greg Pratt gave the board detailed information on DAR and the methodology behind getting more accurate statistics for the contract increase for 2020/2021 FY.

NEW BUSINESS

None

BOARD COMMUNICATIONS

Councilmember Winkler inquired about the Electric bus and General Manager Greg Pratt gave the board an update as well as statistics on the number of hours it runs each day.

Councilmember Arroyo announced that the City of Eureka is hiring a new City Manager and that on October 11, 2019 at 6:00 p.m. everyone is invited to the Wharfinger for a Public Forum to meet the candidates who will be applying for the position.

STAFF COMMUNICATIONS

Operations Manager Brian Connors announced that starting on October 12, 2019 the Willow Creek Saturday run will now stop in Blue Lake at Blue Lake City Hall as a new bus stop; this is currently a pilot program.


ADJOURNMENT

Meeting adjourned at 9:47 a.m.

The Humboldt County Association of Governments’ (HCAOG) Social Services Transportation Advisory Council
would like to hear from you!

DOES LOCAL PUBLIC TRANSIT MEET YOUR NEEDS?

**Attend an Unmet Transit Needs Public Hearing
or provide your comments to HCAOG by November 15, 2019
at <https://goo.gl/LHUx2y>**

City of Rio Dell Tues, Sept 17, 2019 at 6:30 PM 675 Wildwood Avenue, Rio Dell	City of Trinidad Tues, Oct 8, 2019 at 6 PM 409 Trinity Street, Trinidad	City of Fortuna Mon, Oct 21, 2019 at 6 PM 621 11th Street, Fortuna
McKinleyville Advisory Committee Wed, Sept 25, 2019 at 6 PM Azalea Conference Center, McKinleyville Middle School 2275 Central Avenue, McKinleyville	Humboldt County Board of Supervisors Tues, Oct 15, 2019 at 9 AM Board of Supervisors Chambers 825 Fifth Street, Eureka	City of Blue Lake Tues, Oct 22, 2019 at 6:30 PM Skinner Store Bldg (Behind City Hall) 111 Greenwood Avenue, Blue Lake
City of Eureka Tues, Oct 1, 2019 at 6 PM Eureka Council Chambers 531 K Street, Eureka	City of Ferndale Wed, Oct 16, 2019 at 7 PM 834 Main Street, Ferndale	Humboldt Transit Authority Wed, Oct 23, 2019 at 9 AM HTA Conference Room 133 V Street, Eureka
City of Arcata Wed, Oct 2, 2019 at 6 PM 736 F Street, Arcata	Humboldt County Association of Governments (HCAOG) Thurs, Oct 17, 2019 at 4 PM Eureka Council Chambers 531 K Street, Eureka	

If you are unable to attend a hearing, but would like to provide your comments, please
contact HCAOG at **707-444-8208** or **philip.johnson@hcaog.net**
www.hcaog.net



HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS
Regional Transportation Planning Agency
Humboldt County Local Transportation Authority
Service Authority for Freeway Emergencies
611 I Street, Suite B
Eureka, CA 95501
(707) 444-8208
www.hcaog.net

SYNOPSIS:

Citizen Participation Process for Assessing Unmet Transit Needs

Transportation Development Act

California's Transportation Development Act (TDA) legislates funding for transit purposes primarily, and for non-transit purposes under certain conditions. TDA funds are distributed through transportation planning agencies throughout the state. HCAOG is required to assess unmet transit needs prior to allocating any TDA funds for purposes *not* directly related to public transit.

Public Process to Make a Finding

Each year, HCAOG conducts a citizen participation process to gather public input concerning transit needs within the region. HCAOG's Social Services Transportation Advisory Council (SSTAC) leads the process to solicit broad input from transportation-dependent and transportation-disadvantaged persons. In consideration of public input, the SSTAC's recommendations, and adherence to HCAOG's adopted definitions, the HCAOG Board is required to make one of the following findings:

- (a) there are no unmet transit needs; or
- (b) there are no unmet transit needs which are reasonable to meet; or
- (c) there are unmet transit needs, including those that are reasonable to meet.

If a documented unmet transit need is identified within a specific jurisdiction that meets the test of reasonable to meet, the following will occur:

- The jurisdiction's Local Transportation Funds must be used to rectify the identified unmet transit need prior to using these funds for non-transit purposes such as maintenance of streets and roads;
- The addition and/or modification of the existing transit system(s) must be considered to resolve the identified unmet transit need.

Report of Findings

HCAOG's SSTAC considers all public testimony and input, applies the adopted definitions and reasonable to meet criteria and forwards a recommendation to the HCAOG Board in an annual report. The HCAOG Board will consider and adopt the Report of Findings no earlier than February of each year.

Opportunities for Public Comment on Unmet Transit Needs

Public hearings are held in the fall of each year. Comments may be provided at any of the unmet transit needs public hearings or submitted to HCAOG throughout the year via email, Facebook, in person, or telephone through the contact information below.

Email: marcella.clem@hcaog.net
Facebook: www.facebook.com/hcaog
Mail or in person: HCAOG Office
611 I Street, Suite B Eureka, CA 95501
Telephone: (707) 444-8208

UNMET TRANSIT NEEDS DEFINITIONS

Unmet transit needs are, at a minimum:

- (1) Trips requested from residents who do not have access to public transportation, specialized transportation, or private transport services or resources for the purpose of traveling to medical care, shopping, social/recreational activities, education/training, and employment; or
- (2) Proposed public transportation, specialized transportation, or private transport services that are identified in the following but is not limited to a Transportation Development Plan, Regional Transportation Plan, Coordinated Public Transit–Human Services Transportation Plan.

Additionally, the HCAOG TDA Rules stipulate that, for this process, unmet transit needs do not include :

- ❖ Improvements funded or scheduled for implementation in the next fiscal year
- ❖ Minor operational improvements or changes such as bus stops, schedules, and minor route changes
- ❖ Trips for primary or secondary school transportation
- ❖ Sidewalk improvements or street and road needs

Reasonable to meet criteria:

- (1) To be considered reasonable to meet, a service must be operationally feasible and financially sustainable, as defined below:
 - a) The service must have adequate roadways, and must be safe to operate.
 - b) Enough money should be available from identified sources of funding to pay for the marginal operating costs of the service continuously for three years.
- (2) The service must be projected to meet a minimum “marginal farebox return ratio” of 10 percent within two years. If multiple competing services are requested, other factors such as estimated subsidy per passenger trip and passengers per vehicle hour of service may also be considered. Ridership and farebox return ratio thresholds will also be considered for continuing new introduced services.
- (3) Pursuant to the requirements of TDA Statutes (Public Utilities Code Section 99401.5c, a determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads, for the allocation of TDA funds.
- (4) Once a service is determined to be "reasonable to meet" and is implemented, it can be expected that the ridership in the first 1-2 years of the new service will be less than the projected optimal ridership. Ridership should be evaluated at 6-month intervals to determine if service is meeting performance standards adopted by the transit provider, and specifically, whether the service meets a minimum 10 percent marginal farebox ratio. If the service is being adequately promoted and fails to be within 60 percent of the identified standards after six months, 90 percent with the first year, or 100 percent within two years, the service may be cancelled and deemed "no longer reasonable to meet." An exception to this rule is when a community or group is willing to participate in sharing the ongoing cost of the new service.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Pitino
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: October 23, 2019

SUBJECT: PG&E's EV Fleet Electrification Program

Beginning in 2029, 100% of new purchases by transit agencies must be Zero Emission Buses, with a goal for full transition by 2040. It applies to all transit agencies that own, operate, or lease buses with a gross vehicle weight rating (GVWR) greater than 14,000 lbs. It includes standard, articulated, over-the-road, double-decker, and cutaway buses.

The EV Fleet Electrification program offers dedicated electrical infrastructure design and construction services, cost offsets for electrical infrastructure work, and additional EV charger rebates for eligible equipment. For eligible customers, PG&E will pay for, own, maintain, coordinate permitting and construction of electrical infrastructure from the transformer to the meter.

HTA Staff has been utilizing every grant opportunity available to apply for more electric vehicles but will need the infrastructure to be able to charge multiple buses at the same time. HTA Staff contacted the PG&E EV Fleet Program back in March of this year to see if our project was eligible. For PG&E to provide the infrastructure, HTA would need to agree to purchase 4 more electric vehicles in the next five years. If HTA does not have the equipment within the next five years, we would be responsible to pay back the infrastructure upgrades to the transformer and any rebates we apply for. The estimated cost for the infrastructure and rebates if Humboldt Transit Authority were repay PG&E would be approximately \$200,000.

Action Recommended: Execute the contract between HTA and PG&E and Commitment Form to procure a total of 4 electric vehicles in 5 years.



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

October 23, 2019

RE: FLEET000916914

Dear Pacific Gas and Electric Company,

We have worked together and agreed on a contract under which we purchase electric fleet vehicles and PG&E performs make ready infrastructure work covering the to-the-meter construction and provides behind-the-meter construction incentives, and EVSE rebates.

Humboldt Transit Authority (HTA) has received approval from the Governing Board of Directors and commits to purchase 5 of electric Transit Buses vehicles by 2024.

We plan to purchase the vehicles during the following timeline:

Year	Vehicle Count	Vehicle Type
2019	1	40' Battery Electric Bus (Already owned)
2022	1	40' Battery Electric Bus
2023	2	40' Battery Electric Bus
2024	1	40' Battery Electric Bus
Total	5	

We have applied for Section 5339 for one 40' battery electric buses which will cover 80% of the anticipated acquisition costs. We expect to have a decision on November 15, 2019 to determine if we are awarded this grant.

By signing the Contract you issued, I understand that in accordance with the section titled '**Vehicle Purchase Plans**', we are responsible for realizing the number and type of EV Fleet vehicles that have been indicated in Exhibit A of the aforementioned Contract regardless of the decision of granting agencies.

If Humboldt Transit Authority does not purchase the number of vehicles stated in the section above, PG&E in its sole discretion may require HTA to reimburse PG&E for costs incurred by PG&E associated with PG&E's reliance on my commitment to install infrastructure such as costs of equipment, site design and installation.

Sincerely,

Humboldt Transit Authority

Paul Pitino
Chair of the HTA Governing Board of Directors

September 24, 2019

Humboldt Transit Authority
133 V Street
Eureka, CA 95501

RE: FLEET000916914

Dear Greg Pratt,

Congratulations! We are pleased to extend **Humboldt Transit Authority** an invitation to join PG&E's EV Fleet Electrification program. Upon your completion of the action items below, we will move your project into the design phase and begin the engineering, design and construction plans for **133 V Street, Eureka, CA 95501**. Please note, future changes to the project scope may change your eligibility for the program.

Included in this contract are the following items:

- Offer description
 - Rebate and/or incentive description
 - Preliminary design
- EV Fleet Program Terms and Conditions ("Contract")

Immediate action items:

- **Sign and return Contract**
- **Complete the Commitment Form (as defined, below) for vehicles**

By signing this Contract, I hereby confirm my participation in PG&E's Fleet Electrification program and acknowledge that:

- I agree to the minimum number of charging ports and charger location specified in the attached preliminary design;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as my project moves forward;
- If I withdraw from the program prior to the site being activated, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a comprehensive design site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel my participation in the program;
- If I do not submit required documentation (signed easement; etc.) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist my application and/or cancel my participation in the program; and
- My EV Charger meets the Safety Checklist requirements and has networking protocols. I agree to ensure that EVSE network connectivity is in good condition for least five years from the date of activation.

Offer Description

After careful consideration of the project costs and scope of work, PG&E has determined you are eligible for the **Make-Ready Incentive option**. PG&E will design, construct, own and maintain EV supply infrastructure to the meter only. **Humboldt Transit Authority** will design, build, own, operate, and maintain the behind the meter make-ready infrastructure, hereafter referred to as customer-owned make-ready infrastructure. PG&E provides an incentive that is equal to the lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described below, on a per vehicle basis.

Along with the make-ready incentive option, you are eligible for a rebate of up to **\$45,000**. Below is a summary of the qualified allowance under the make-ready incentive:

EV Supply Infrastructure Incentive		
Applies to Site Hosts who pay for, own, and maintain EV Supply Infrastructure.		
Vehicle type	Incentive	# of vehicles
Transit bus or Class 8 vehicle	\$9k per vehicle	5 Transit Bus (Public Use)
Vehicle type (Total)	Incentive (Total)	
Total	Lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described above, on a per vehicle basis	5 of Vehicles x \$9,000 Incentive per vehicle = \$45,000

Please note, in all instances, you will be responsible for procuring and installing all charging stations. PG&E will not own and maintain any facilities installed by the customer and those facilities will be the responsibility of the customer.

EV Charger Rebate

You also qualify for a rebate of up to **\$75,000** capped at 50% of the purchase cost, for qualified EV Supply Equipment (EVSE or "EV Charger") for your fleet.

EVSE rebate		
Applies to transit buses, school buses, or Premises in a Disadvantaged Community.		
Power output	Rebate	# of EVSE
51kW to up to 150kW	50% of the cost of EVSE, up to \$25,000 per EVSE	3 CPE250 Chargers
Power output (Total)	Rebate (Total)	Max Allowance (Total)
51kW to up to 150kW	50% of cost, up to allowance	3 of Vehicles x \$25,000 = \$75,000 Total for the whole offer

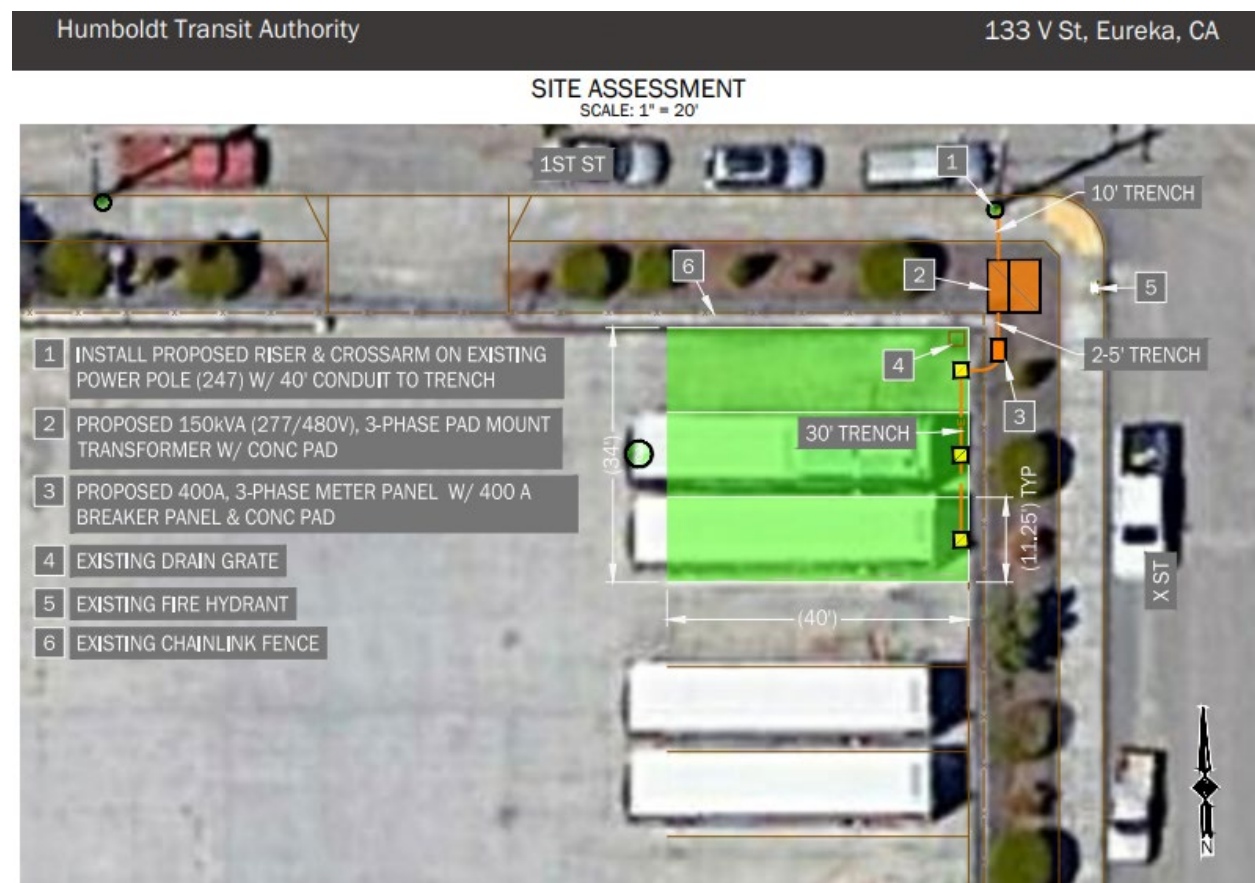
***As a reminder, to participate in the EV Fleet program, your EV Charger at a minimum must meet our Safety Checklist requirements. In addition, to qualify for the above rebate, the EV Charger must at least meet the following network communications requirements:**

- Electric Vehicle Supply Equipment (EVSE) SHALL have metering capability through an internal device and SHALL be able to measure power and usage parameters to enable reporting of the metrics in the Contractor Requirement section.



- After loss of power, provided the EVSE connector to vehicle has not been removed, the EVSE SHALL return to its post-configuration state (i.e., SHALL persist communication and registration configurations. This does not include continuing user sessions when authorization is required to start a session).
- EVSE SHALL provide a reset option, which returns the device to its pre-charge state (e.g., card or message- not user accessible).

Preliminary Design



Next Step:

Please note that you will need to complete the Commitment Form of 5 vehicles for the Contract to be counter-signed by PG&E.

We respectfully request that you return your signed contract as soon as possible. After we receive your signed contract, I will introduce you to your Project Manager, who will lead you through the design and construction process for your site.



***Pacific Gas and
Electric Company®***

Clean Energy Transportation
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

Thank you for your participation in this exciting program! You're taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you've elected to work with PG&E to electrify your fleet.

Please contact me if you have any questions.

Regards,

Dean Kunesh

Dean Kunesh | Electric Vehicle Onboarding
Pacific Gas and Electric Company
415.238.9934 cell | Dean.Kunesh@pge.com



EV Fleet Program Terms and Conditions (“Contract”)

Definitions

As used in this Contract, the following terms have the following meanings:

Disadvantaged Community: Census tracts in PG&E’s service territory with a top quartile score according to California Environmental Protection Agency’s CalEnviroScreen 3.0, or current version.

EV Service Connection: Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as “To The Meter” (TTM) infrastructure.

EV Supply Infrastructure: Infrastructure from the meter (“but not including the meter”) to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space. Also referred to as “Behind The Meter” (BTM) infrastructure.

Electric Vehicle Supply Equipment (EVSE): Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

EVSE Package: EVSE hardware, software, and network services.

EV Service Provider (EVSP): A company that provides EV charging solutions to Site Host, including but not limited to network services, billing, and customer support.

Operation and Maintenance (O&M): O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

Rate Plan: The PG&E electric rate that Site Host pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at www.pge.com/tariffs.

Site Host: The entity participating in the EV Fleet Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for PG&E. Site Host will receive the bill for the energy delivered to the EVSE Package.

Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or “CPUC”, Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the “Term”) will commence on the date Site Host’s EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Site Host in writing when the EVSE Package becomes operational.

Ownership: Site Host has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled “Site Host Owned EV Supply Infrastructure” or “PG&E Owned EV Supply Infrastructure” will apply depending on the ownership option a Site Host selects. Site Host should indicate their ownership option in Exhibit A. All other terms are common to both ownership options.

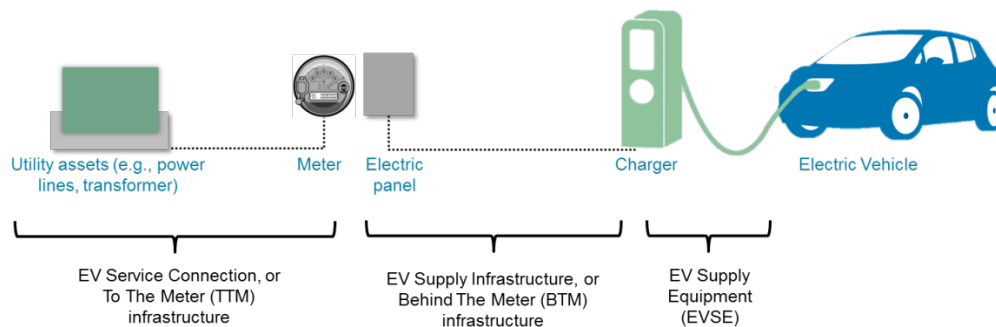
EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection.

EV Supply Infrastructure: Site Host has two options for EV Supply Infrastructure ownership;

1. PG&E owned: PG&E constructs, owns and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. Site Host owned: Site Host is responsible for construction and maintenance of EV Supply Infrastructure, and receives an incentive in accordance with CPUC requirements.

EV Supply Equipment (EVSE): Site Host always installs, owns, operates, and maintains the EVSE.

High level EV infrastructure configuration and terminology



Selection of EVSE Package: Upon approval of application by PG&E, Site Host shall select and procure one EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Site Host. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by PG&E. Site Host acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Site Host may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Site Host agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Site Host may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Site Host provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational.

Additional Services from EVSP: Separate and apart from the application and PG&E's obligations under the EV Fleet Program, the EVSP selected by Site Host may offer and contract directly with the Site Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

EV Drivers Right to Access: Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Fleet Program, Site Host decides whether to make the EVSE available to other 3rd parties.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Site Host property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Site Host application is evaluated, and will communicate that to Site Host. If Site Host does not wish to grant an easement for one or more Premises, Site Host or PG&E may remove those Premises from the EV Fleet program. If Site Host accepts easement requirement, Site Host agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Site Host agrees to sign and return easement to PG&E within 30 days of receipt. If the Site Host does not respond within 30 days, PG&E reserves the right to rescind Site Host's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Site Host a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Site Host expense.

EVSE O&M: The Site Host is required to maintain the EVSE for the Term. Site Host will pay all O&M costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises. Site Host will immediately shut down chargers if there is a safety issue.

Billing: Site Host will be the PG&E customer of record and will be served according to the applicable Rate Plan. As the customer of record, Site Host will be responsible for paying the PG&E bill.

Compensation: Under no conditions shall Site Host or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.

Changing Rate Plan: Site Host may change Rate Plan during the Term, but must remain on a retail PG&E rate for the duration of the Term. If Site Host switches to a non-retail PG&E rate during the Term, Site Host shall bear the full cost

and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

Reliability: PG&E does not guarantee uninterrupted service. Site Host may pursue options to ensure that any impact to Site Host operations from potential loss of power is sufficiently mitigated. Site Host is responsible for the cost of any supplemental solutions to improve reliability.

Expansion of EVSE Installation: Site Host may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Site Host must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Site Host's expense and its liability.

EVSE Replacement: Site Host may replace their EVSE during the Term. Site Host must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for program. If adequate infrastructure does not exist, Site Host must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Site Host's expense and its liability.

Vehicle Purchase Plans: PG&E will work with Site Host to understand its fleet electrification plans, and may install infrastructure to support future vehicle purchases. In Exhibit A, Site Host will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Site Host is operating these vehicles and associated charging in accordance with its plan. If Site Host is not operating vehicles consistent with its plan, at PG&E discretion Site Host may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with this. If Site Host wishes to change its plan, Site Host must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Site Host.

Project Scope: Site Host acknowledges that:

- Site Host agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Site Host project moves forward;
- If Site Host withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Site Host participation in the program; and
- If Site Host does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Site Host application and/or cancel participation in the program.

External Funding Sources: Site Host understands that the total infrastructure and EVSE rebate and incentive amounts the Site Host receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or otherwise, cannot exceed Site Host's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Site Host agrees to keep records of all infrastructure and EVSE incentives and rebates received for Site Host's EV Fleet project. Site Host understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or other, of the violation, including the name of the Site Host, a description of the project, and details regarding the excessive rebates and incentives.

Site Host Owned EV Supply Infrastructure Section

EV Supply Infrastructure Incentive: Site Host qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Site Host provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

Installation of EV Service Connection: PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Site Host's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads, so that PG&E can provide the associated EV Service Connection design. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

Installation of EV Supply Infrastructure: The Site Host and/or its contractors shall construct the EV Supply Infrastructure and EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements; including PG&E requirements found at www.pge.com/greenbook. The Site Host is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Site Host receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

EV Supply Infrastructure O&M: If Site Host owns the EV Supply Infrastructure, Site Host is responsible for O&M of the EV Supply Infrastructure for the Term. Site Host will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE and EV Supply Infrastructure
 - Site Host has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
 - If an easement was required for installation, easement remains in place.
 - PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure
 - Remove the EVSE and/or EV Supply Infrastructure at Site Host's cost and expense.
 - If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.



- PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Site Host approval of the preliminary design, PG&E will coordinate with the Site Host if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E prior to any installation activities. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Site Host within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Site Host is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Site Host understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

EV Supply Infrastructure O&M: If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Supply Infrastructure or EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE
 - Site Host has continued responsibility for O&M of EVSE.
 - If an easement was required for installation, easement remains in place.
 - PG&E continues to own EV Service Connection and EV Supply Infrastructure, and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE



- Remove the EVSE at Site Host's cost and expense
- If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
- PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

General Terms

Permission to Use Data: Site Host agrees to allow PG&E, its agents and representatives to use data gathered as part of the EV Fleet Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations: Site Host understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant an easement (if needed).

Changes: PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the Program subject to section "Site Host Removal or Termination" below.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Fleet Program and/or Site Host's interactions with customers in connection with the EV Fleet Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Site Host reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Site Host or PG&E, whether intentional or unintentional.

Relocations: Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Fleet Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Site Host shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Site Host's participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E's ratepayers.

Site Host Removal or Termination: Should Site Host request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Site Host shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs



of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total \$100k and Site Host leaves after 1 year it is responsible for \$90k). If the Site Host wishes to assign its rights and obligations of this Contract to a new Site Host prior to the expiration of the Term, the new Site Host may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

Indemnification: Site Host shall indemnify, hold harmless and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; (ii) injury to property or other interests of PG&E, Site Host, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Site Host's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Site Host shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Site Host shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Site Host's physical site. PG&E agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site.

Insurance Requirements: Site Host shall procure, carry and maintain the following insurance coverage and Site Host is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Site Host performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Site Host. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured



requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Site Host are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Site Host's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Site Host shall have all insurance in place before beginning any Work. Upon request, Site Host shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date
3. PG&E may inspect the original policies in Section A or B or require copies, at any time. Site Host/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Site Host's liability under this Contract.
5. Upon request, Site Host shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Site Host.

Casualty: If all or any portion of the EVSE on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any such occurrence, a "**Casualty**"), Site Host shall have the right to terminate this Contract by written notice to PG&E in which event this Contract shall terminate on the date that is 10 days after the date of Site Host's termination notice and PG&E may elect to remove or replace the EVSE from the Premises. In the event of any Casualty which materially and adversely affects the operation of the EVSE, PG&E shall have the right to terminate this Contract by written notice to Site Host within 14 days after the Casualty, in which event this Contract shall terminate on the date that is 10 days after the date of PG&E's termination notice and PG&E may elect to remove or replace the EVSE from the Premises.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Site Host liable as partners, co-venturers or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Site Host shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.



Survival: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVChargeNetwork@pge.com

If to Site Host:

_____(Company Name)
_____(Street Address)
_____(City, zip)
_____(Name)

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

	PACIFIC GAS AND ELECTRIC COMPANY
_____ Company Name	_____ Signature
_____ Signature	_____ Print Name
_____ Print Name	_____ Title
_____ Title	_____ Date
_____ Date	



EXHIBIT A

**PROJECT SCOPE
133 V Street, Eureka, CA 95501**

Summary (Year 1 = year contract signed)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
# of vehicles	1 Transit Buses (Public Use)	0	2 Transit Buses (Public Use)	0	2 Transit Buses (Public Use)	5 Transit Buses (Public Use)
Anticipated load (kW)	62.5 kW	0	125 kW	0	0	187.5 kW
# and type of vehicle	1 Transit Buses (Public Use)	0	2 Transit Buses (Public Use)	0	2 Transit Buses (Public Use)	5 Transit Buses (Public Use)
# and type of chargers to support vehicles	1 CPE250 @ 62.5 kW	0	2 CPE250 @ 125 kW	0	0	187.5 kW



133 V Street
Eureka, CA 95501

A Public Entity Serving Humboldt County Since 1976

Office: (707) 443-0826
Fax: (707) 443-2032
www.hta.org

TO: Chair Pitino
All Governing Board Members

FROM: Greg Pratt, General Manager

DATE: October 23, 2019

SUBJECT: Responses to the Social Services Transportation Advisory Council (SSTAC)
Recommendations

From the prior year's Unmet Needs cycle, there were comments regarding nonexistent bike racks on Eureka Transit Service (ETS) and the Arcata & Mad River Transit System and the Redwood Transit System bike racks always being full to capacity. Although this is an operator issue, the SSTAC decided to encourage the Humboldt Transit Authority to consider changing its policy on bikes.

Also from the prior year's Unmet Needs cycle there were a couple comments requesting Sunday service for the Eureka Transit System. Currently, ETS operates four routes Monday – Friday from 7:00 am to 7:00 pm and three routes on Saturday from 10:00 am to 5:00 pm. The SSTAC requested in its June 5, 2019 letter to the HTA Board to analyze Sunday service in the City of Eureka's Feasibility Study.
~SSTAC letters enclosed.

Staff will provide draft letters in response to bikes on buses and a response to Sunday service for the board to review.

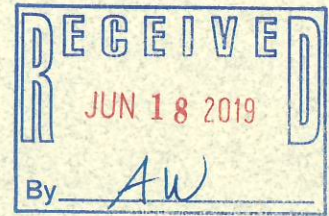
Action Recommended: Review, Discuss, and Direct Staff



HCAOG

*Regional Transportation
Planning Agency*

611 I Street, Suite B
Eureka, CA 95501
707.444.8208
Fax: 707.444.8319
www.hcaog.net



June 5, 2019

To: Transit Operators

RE: SSTAC recommendation for greater accommodation of bicycles on buses

In this year's Unmet Transit Needs cycle, commenters from Eureka, Arcata, and McKinleyville stated that bicycle racks are often full on Redwood Transit System (RTS) buses and non-existent on the Eureka Transit System (ETS) and Arcata & Mad River Transit System (A&MRTS) buses.

The Social Services Transportation Advisory Council (SSTAC) discussed that when a cyclist arrives to a full bike rack or to a bus with no bike rack at all, it inconveniences the cyclist by making the rider wait for the next bus, leave their bike in a undesirable location, or not consider transit as an option. The SSTAC determined that accommodating bicycles on buses is an operator issue, and not an unmet need. However, the SSTAC decided to issue this request to urge operators to consider how to accommodate cyclists.

ETS and A&MRTS have ongoing or upcoming studies intended to revamp their bus system, offering an opportunity to consider bicycle racks and/or the greater accommodation of bicycles in their planning.

HCAOG's Regional Transportation Plan, Variety in Rural Options of Mobility (RTP/VROOM) goals include delivering a "balanced mode share" and an "efficient transportation system." The State of California has bold goals to double bicycle ridership in the next decade. To help achieve these goals, a bike and bus trip should be seamless.

Transit Operators
June 5, 2019
Page 2

Having bicycle space available on the bus encourages riders by helping riders plan a connected and seamless multi-modal trip. HCAOG's VROOM Policy PT-6 states:

"HCAOG encourages transit providers to promote and accommodate bicycles on transit vehicles, and to provide secure bicycle parking facilities at transit stops and transportation centers." (Public Transportation Element)

HCAOG researched bicycle policies throughout the State including rural, suburban, metropolitan, and university towns, and found all operators contacted provide bicycle racks on the bus. Additionally, all operators with a "foldable bike" policy allowed them on board. Other agencies have additional bike-on-board policies. Examples include allowing bikes in the bus at the driver's discretion, allowing bikes in the bus only on the weekend or summer when ridership is lower, and allowing bikes in the bus only on the last bus run to prevent stranding riders.

Improving accommodations for bikes on buses is already making headway. In response to full bike racks, the Humboldt Transit Authority (HTA) applied for STA funding for bike tie-down stations to be placed inside their vehicles.

Please contact me at rfjbr@gmail.com or Philip Johnson at philip.johnson@hcaog.net if you have any questions. If you have any comments, they will be forwarded to the committee.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Richard Johnson', written over the word 'Sincerely,'.

Richard Johnson
Chair, Social Services Transportation Advisory Council



HCAOG

Regional Transportation
Planning Agency

611 I Street, Suite B
Eureka, CA 95501
707.444.8208
Fax: 707.444.8319
www.hcaog.net

June 5, 2019

Humboldt Transit Authority Board of Directors
133 V Street
Eureka, CA 95501

RE: SSTAC recommendation for Eureka Sunday Service

Dear Chair Pitino and Governing Board Members,

In this year's Unmet Transit Needs cycle and in years past, riders have often requested Sunday service. Sunday service is typically not available rural areas, but has become common in small urban areas such as Eureka.

A lack of Sunday service lowers a rider's trust in transit. For example, a car-free transit user who works on Sundays must find other alternatives to get to work. Sunday service could give this rider a higher level of mobility. In Humboldt County, transit users are more likely to be low-income, thus more likely to have a job that requires them to work on Sundays. Sunday service would also give users access to shopping, entertainment, and other trips, reducing vehicle miles traveled.

The Social Services Transportation Advisory Council (SSTAC) reviewed this unmet need request the FY 2019-20 Unmet Transit Needs cycle and determined it to be an unmet need *not reasonable to meet*. However, we see this as an opportunity to request that the City of Eureka and HTA analyze Sunday service in the City of Eureka's Line Route Feasibility Study.

HTA's passenger per mile and passenger per service hour performance indicate that their limited Saturday service is more cost effective than weekday service, with Sunday service performing comparatively well (20% lower than Saturdays). We believe that this supports a demand for Sunday service in the region and sets up Sunday to perform well for Eureka Transit Service.

Please contact me at rfjbr@gmail.com or Philip Johnson at philip.johnson@hcaog.net if you have any questions or comments, which will be forwarded to the SSTAC.

Thank you for your time and consideration.

Sincerely,

Richard Johnson
Chair, Social Services Transportation Advisory Council