



## **NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Letter**

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Principal Planner  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Approval of the Electric Vehicle (EV) Fleet Program Terms and Conditions Contract with Pacific Gas and Electric and Authorize the Executive Director to Execute and Take all Actions Necessary to Grant Easement Deeds to Pacific Gas and Electric (PG&E) on Parcels 057-250-036-000 and 057-250-025-000

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### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board (1) approve the Electric Vehicle (EV) Fleet Program Terms and Conditions (Attachment 1) and (2) authorize the Executive Director to execute and take all actions necessary to grant Easement Deeds Pacific Gas and Electric for parcels 057-250-025-000 and 057-250-036-000 (Attachment 2).

### **OTHER OPTIONS FOR CONSIDERATION**

Should the Board decide not to participate in the EV Fleet Program, NVTA would need to fund the total cost of infrastructure necessary to charge electric vehicles on the NVTA owned parcels without PG&E's financial assistance. If NVTA does not participate in the program, there is no need to grant an easement to PG&E at this time.

### **COMMITTEE RECOMMENDATION**

None

### **EXECUTIVE SUMMARY**

NVTA owns parcels 057-250-025-000 and 057-250-036-000 and is planning to build the Vine Transit Bus Maintenance Facility on these parcels. NVTA is also in the process of purchasing its first five electric vehicles and plans to purchase additional electric vehicles in the future as required by the California Air Resources Board. The cost of the electrical

infrastructure to charge these buses is significant, PG&E recognizes this, and created the EV Fleet Ready Program to make it easier and more cost-effective to install the necessary charging infrastructure.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

### **FISCAL IMPACT**

Is there a Fiscal Impact? Yes, NVTA will receive a rebate from PG&E of a maximum of \$408,000 for up to 12 vehicles and chargers over five (5) years.

### **STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 5 – Minimize the energy and other resources required to move people and goods.

Participation in the EV Fleet Program will help to offset NVTA's costs for the electric infrastructure needed to charge electric buses. The California Air Resource Board reports that electric buses will reduce the energy consumption.

### **CEQA REQUIREMENTS**

**ENVIRONMENTAL DETERMINATION:** The proposed action includes construction of the electric infrastructure which was included in the Final Environmental Impact Report and the Categorical Exclusion Determination for the Vine Bus Maintenance Facility

### **BACKGROUND AND DISCUSSION**

In September of 2016, NVTA purchased two parcels (057-250-036-000 and 057-250-025-000) in the Napa Valley Gateway Business Park to build the Vine Transit Maintenance Facility. The maintenance facility is now 100% designed and NVTA is completing its funding package in order to begin construction. NVTA's consultants designed the maintenance facility to accommodate NVTA's first five (5) BYD 30 ft. electric buses and allow for the electrification of NVTA's entire fleet over time.

NVTA is moving towards an all-electric fleet in part because the California Air Resource Board (CARB) established a statewide goal for public transit agencies to transition to 100 percent zero-emission bus fleets by 2040. CARB designated NVTA as a small transit agency and NVTA must begin purchasing zero emission buses in 2026 at a rate of 25% of new purchases. The percentage increases to 100% of new purchases in 2029.

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As the same time, Clean Energy and Pollution Reduction Act (SB350) of 2015 directed the California Public Utilities Commission (CPUC) to decrease greenhouse gas emissions from the transportation sector. One way the CPUC is meeting the goals of the bill is through transportation electrification projects like the PG&E EV Fleet Ready Program. The EV Fleet ready program provides an incentive to offset the infrastructure costs. PG&E invited NVTA to participate in this program. NVTA qualified for total of up to \$408,000 to cover the cost of NVTA owned electric charging infrastructure. One of the requirements of this program is that NVTA grant PG&E an easement across NVTA's parcels. The details of this standard PG&E easement are included as Attachment 2. This rebate will help offset NVTA's additional costs associated with fleet electrification.

The easement has been reviewed by legal counsel and is consistent with Government Code section 25526.6 related to counties granting easements. This code section allows for the grant of an easement without following the typical notice and procedure requirements given (1) that the conveyance is in the public interest, and (2) the grant of the easement will not substantially conflict or interfere with NVTA's use of the property.

### **SUPPORTING DOCUMENTS**

Attachments:   (1) EV Fleet Program Terms and Conditions ("Contract")  
                      (2) Pacific Gas and Electric Company Easement Deed

November 4, 2019

Napa Valley Transportation Authority (Vine)  
Attn: Rebecca Schenk  
101 and 96 Sheehy Court  
Napa, CA 94559

Dear Rebecca Schenck,

Congratulations! We are pleased to extend **Napa Valley Transportation Authority (Vine)** 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 **101 and 96 Sheehy Court, Napa, CA 94559**. 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")
- Appendix: PG&E EV Fleet Program Participant Data Reporting Requirements

**Immediate action items:**

- **Sign and return Contract**
- **Provide purchase order (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. **Napa Valley Transportation Authority (Vine) will design, build, own, operate, and maintain**

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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 **\$108,000**. Below is a summary of the qualified allowance under the make-ready incentive:

<b>EV Supply Infrastructure Incentive</b> Applies to Site Hosts who pay for, own, and maintain EV Supply Infrastructure.		
<b>Vehicle type</b>	<b>Incentive</b>	<b># of vehicles</b>
<b>Transit bus</b> or Class 8 vehicle	\$9k per vehicle	<b>12 Transit Buses (Public Use)</b>
Transportation refrigeration units, truck stop electrification, ground support equipment & forklifts	\$3k per vehicle	0
School buses, local delivery trucks, and other vehicles	\$4k per vehicle	0
<b>Vehicle type (Total)</b>	<b>Incentive (Total)</b>	
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	<b>12 Transit Buses x \$9,000 Incentive per vehicle = \$108,000 for the whole offer</b>

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 **\$300,000** capped at 50% of the purchase cost, for qualified EV Supply Equipment (EVSE or “EV Charger”) for your fleet.

<b>EVSE rebate</b> Applies to transit buses, school buses, or Premises in a Disadvantaged Community.		
<b>Power output</b>	<b>Rebate</b>	<b># of EVSE</b>
Up to 50kW	50% of the cost of EVSE, up to \$15,000 per EVSE	0
<b>51kW to up to 150kW</b>	<b>50% of the cost of EVSE, up to \$25,000 per EVSE</b>	<b>12 Chargers</b>
150+ kW	50% of the cost of EVSE, up to \$42,000 per EVSE	0
<b>Power output (Total)</b>	<b>Rebate (Total)</b>	<b>Max Allowance (Total)</b>
Up to 50kW	50% of cost, up to allowance	\$0.00
<b>51kW to up to 150kW</b>	<b>50% of cost, up to allowance</b>	<b>12 of Vehicles x \$25,000 = \$300,000 for the whole offer</b>
150+ kW	50% of cost, up to allowance	\$0.00

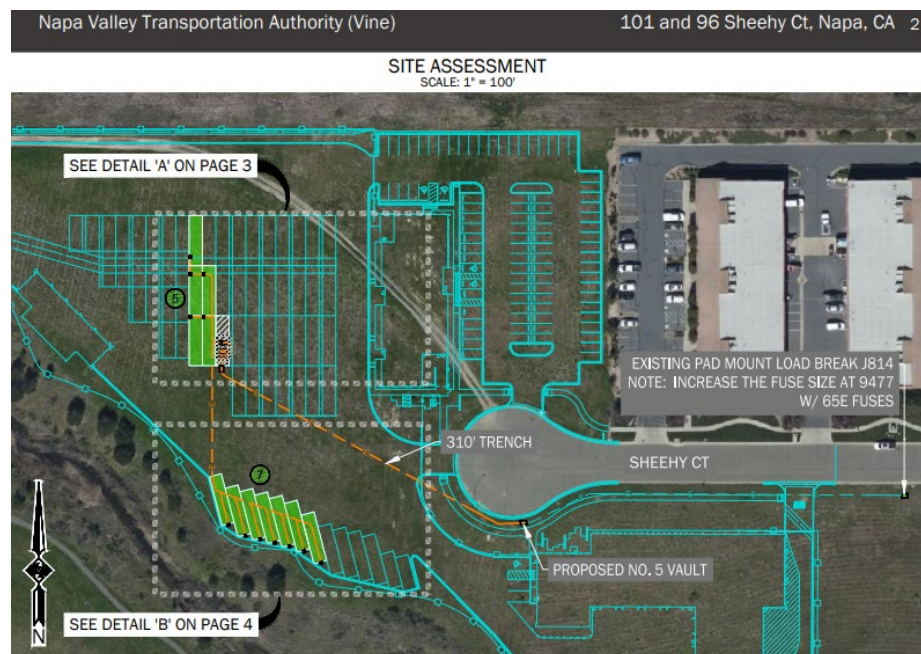
**\*As a reminder, to participate in the EV Fleet program, your EV Charger at a minimum must meet our Safety Checklist requirements. In addition, to qualify for the above rebate, the EV Charger must at least meet the following network communications requirements:**

- 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 provide a purchase order (PO) for a minimum of 2 vehicles for the Contract to be counter-signed by PG&E. A PO is any documentation of clear intent to procure and deploy vehicles, e.g. budget approval, grant agreement, request for proposal results, governance-body mandated procurement and deployment etc., in lieu of an actual purchase order provided by a seller.

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.

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** | Electric Vehicle Onboarding  
Pacific Gas and Electric Company  
415.238.9934 cell | [Dean.Kunesh@pge.com](mailto: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](http://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.

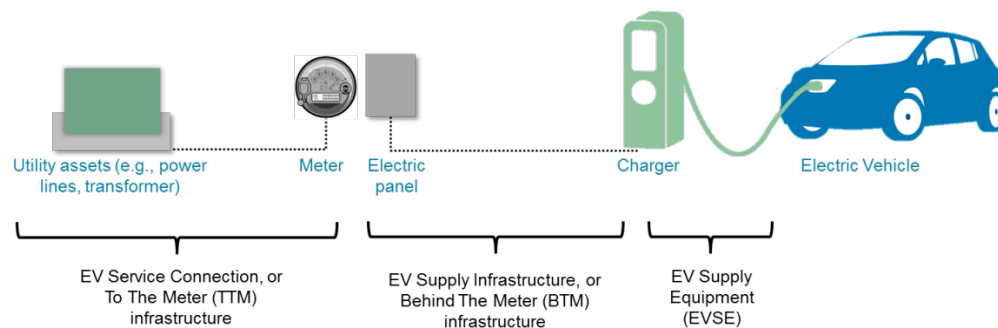
**EV Service Connection:** PG&E always constructs, owns, operates, and maintains the EV Service Connection.

**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 3<sup>rd</sup> 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 have its Board consider the approval of the grant of an easement to PG&E within 60 days of receipt. If the Site Host does not take action within 60 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](http://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
  - o Site Host has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
  - o If an easement was required for installation, easement remains in place.
  - o 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
  - o Remove the EVSE and/or EV Supply Infrastructure at Site Host's cost and expense.
  - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
  - o 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
  - o Site Host has continued responsibility for O&M of EVSE.
  - o If an easement was required for installation, easement remains in place.
  - o 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
  - o Remove the EVSE at Site Host's cost and expense
  - o If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
  - o 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:** While PG&E or its vendor/subcontractor is constructing the EV Service Connection and EV Supply Infrastructure, and only as to those areas that PG&E or its vendor(s)/subcontractor(s) have control of the premises for that work, (PG&E Construction Phase), PG&E shall indemnify, hold harmless and defend Site Host, its agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability which arise from any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; or (ii) injury to property or other interests of PG&E, Site Host, or any third party; arising from PG&E's or its vendor/subcontractor's negligence or willful misconduct to the extent permitted by law.

Other than items covered by the PG&E Construction Phase, Site Host shall indemnify, hold harmless and defend PG&E and its employees from and against all claims, demands, losses, damages, costs, expenses, and liability which arise from any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; or (ii) injury to property or other interests of PG&E, Site Host, or any third party; arising from Site Host's negligence or willful misconduct to the extent permitted by law.

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.

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.

\_\_\_\_\_  
Company Name

**PACIFIC GAS AND ELECTRIC COMPANY**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT A  
PROJECT SCOPE

**Summary (Year 1 = year contract signed)**

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b># of vehicles</b>	<b>0</b>	<b>7</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>12</b>
<b>Anticipated load (kW)</b>		<b>120 kW</b>	<b>120 kW</b>	<b>120 kW</b>	<b>120 kW</b>	
<b># and type of vehicle</b>		<b>7 Transit Buses</b>	<b>2 Transit Bus</b>	<b>2 Transit Bus</b>	<b>1 Transit Bus</b>	<b>12 Transit Buses</b>
<b># and type of chargers to support vehicles</b>		<b>7 @ 62.5 kW</b>	<b>2 @ 62.5 kW</b>	<b>2 @ 62.5 kW</b>	<b>1 @ 62.5 kW</b>	<b>750 kW</b>

**RECORDING REQUESTED BY AND RETURN TO:**

***PACIFIC GAS AND ELECTRIC COMPANY***  
***Land Services Office***

**ADDRESS**

Location: City/Uninc \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

☐ This is a conveyance where the consideration and  
 Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens  
 & Encumbrances Remaining at Time of Sale

\_\_\_\_\_  
 Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**LD#****EASEMENT DEED**

NAME OF GRANTOR (SITE HOST),

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the ( PG&E INSERT CITY/TOWN) County of \_\_\_\_\_, State of California, described as follows:

(APN \_\_\_\_\_)

(PG&amp;E INSERTS LAND DESCRIPTION)

Said facilities and easement area are described as follows:

Such underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; electric vehicle charging supply equipment, bollards and/or curbs or other associated safety equipment, associated signage; and fixtures and appurtenances necessary to any and all thereof, as Grantee deems necessary for the distribution of electric energy and communication purposes located within the strip(s) of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing Number (PG&E INSERTS DRAWING NUMBER)\_\_\_\_\_ attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip(s) of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

In the event upon termination of the electric vehicle charging station contract as set forth in said terms and conditions, Grantee shall upon written demand therefor execute and deliver to Grantor a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Grantor's expense.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

In exercising its easement rights hereunder, Grantee shall not unreasonably interfere with, disrupt, or materially adversely affect Grantor's business operations or access rights at the property owned by Grantor.

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Grantor

\_\_\_\_\_  
Name of Grantor

Attach to LD  
The Area and Division:

Land Service Office:

Operating Department:

USGS location (MERIDIAN and T, R, S, & QQ)

FERC License Number(s):

PG&E Drawing Number(s):

PLAT NO.:

LD of any affected documents:

LD of any Cross-referenced documents:

TYPE OF INTEREST:

SBE Parcel Number:

(For Quitclaims, % being quitclaimed):

Order # or PM # (with Operations #, if applicable):

JCN:

County:

Utility Notice Numbers:

851 Approval Application No. \_\_\_\_\_ Decision \_\_\_\_\_

Prepared By:

Checked By:

Approved By: Initials of Senior Land Agent (Date)

Revised By: Initials (Date)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Here insert name and title of the officer

personally appeared \_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other \_\_\_\_\_