

November 21, 2022

City of Sweet Home

ATTN: Blair Larsen

RE: E-Mobility Grant – City of Sweet Home - EVSE

Dear Blair Larsen:

Congratulations! Pacific Power is pleased to inform you that you've been selected to receive an E-Mobility Grant award of up to \$200,000.00 to help advance your electric transportation project at 1000 Main St, Sweet Home, OR.

In order to receive funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones, and deliverables as outlined in the attached **Grant Agreement**. Your project funding award is contingent upon your agreement to the terms set forth herein.

Recipients may request an up-front payment of up to 75 percent of the total project amount. The remaining 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached Grant Agreement to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all of the conditions set forth in the Grant Agreement, please sign and initial where indicated. Please email a copy of this letter and the signed Grant Agreement to **plugin@pacificorp.net** by **December 31, 2022**.

If you have any questions throughout this process, you can reach the program manager Berit Kling by email at berit.kling@pacificorp.com.

We look forward to partnering with your organization to further clean transportation throughout Oregon.

Sincerely,

Cory Scott

Cory Scott
VP Customer Solutions

Grant Agreement – Oregon Clean Fuels Electric Mobility Grant

PacifiCorp d/b/a Pacific Power (Pacific Power) will provide up to \$200,000.00 to City of Sweet Home (Recipient) to procure and install EV charging infrastructure for public use (Project), upon completion of the project and confirmation that all award recipient requirements have been met.

Project information may be made publicly available and used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.

This grant funding award amount is based on the information provided to Pacific Power by the recipient. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the grant funding award amount. All material modifications to the project design/scope including those attributes listed below must be submitted in writing to Pacific Power.

I. PROJECT ATTRIBUTES

- The attributes of the Project, including the charging technologies, electric vehicle types and quantities of each (Listed Equipment) are described in the table below. Recipient shall only implement the Project and/or procure the Listed Equipment for the Project, unless Recipient submits a change order in writing to Pacific Power and Pacific Power notifies Recipient of its approval.
- Prior to purchasing any Listed Equipment, Recipient shall seek approval from Pacific Power that relevant Listed Equipment meets the technical requirements and data collection requirements articulated under the Data Sharing plan in the table below.

Recipient	City of Sweet Home	Recognition	Recipient shall acknowledge project partners in any public communications regarding the project.
Project Scope	Provide EV charging infrastructure for public use		
Type of Project	EVSE		
Charging Technology or Electric Vehicle Type and Quantity	Up to 2 DC Fast Chargers		
Equipment Brand	ChargePoint		
Project Location	On street parking		
Data Available	Interval kilowatt-hour (kWh) and usage data. Recipient shall provide all reasonably requested information related to the Project.	Data Sharing Plan	Recipient will provide Pacific Power with data portal access to view usage data for the life of the project, as well as all other driving and charging behavior data Interval kilowatt-hour (kWh) and usage data.
Project Address	1000 Main St, Sweet Home, OR		

Accessibility	Public	Outreach and Education Plan	Recipient will share experience of electric transportation with the public and allow Pacific Power and its customers and guests access to the project, subject to advance notice. Recipient will allow Pacific Power to use information regarding the project in its reporting and customer communication materials, including use of photographs for purposes of supporting programs and initiatives.
Estimated completion date	May 30, 2024		
Funding Award**	\$200,000.00		

**The funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final funding amount.*

***Awards are competitive, and funding is limited. If your project scope changes, funding may be reduced or rescinded.*

- Recipient shall ensure Project begins by June 30, 2023.

If the Project has not started by June 30, 2023, Pacific Power will rescind the award by providing written notice to Recipient and this Agreement will be terminated. In the event of such termination, Recipient shall refund Advance Award Amount, if received, within ten (10) business days after the termination of this Agreement.

- Recipient shall complete Project by May 30, 2024.

Extensions to this timeline may be considered on a case-by-case basis. If the Project is not completed by May 30, 2024, Pacific Power will rescind the award by providing written notice to Recipient and this Agreement will be terminated unless a change order request is submitted in writing and approved by Pacific Power extending the May 30, 2024. In the event of such termination, Recipient shall refund the Award Amount within ten (10) business days after the termination of this Agreement. Change order requests will be considered on a case-by-case basis and recipients may submit a maximum of 3.

- In the event the Project experiences an insured loss, Recipient shall purchase and/or install new equipment comparable to the original Project scope or reimburse Pacific Power a proportionate amount of the award funds within sixty (60) days after receiving such insured amount.
- Complete a project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project. The life of the project ends on the final grant funding award payment date except for projects with EVSE components. Projects with funded EVSE components (Level 2 or DC Fast Charging stations) will have a life of 5 years from the powering on date (regardless of final payment date) and recipients must ensure that charging ports have an average annual uptime of greater than 97% (to the best of their ability). A charging port is considered "up" when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- Recipient is authorized to make improvements at site for any Listed Equipment.

- Recipient shall utilize a contractor licensed in the state where the Project will be developed and conform to all county/state building and electrical codes and utility connection requirements, which includes general requirements and may require one or more studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the electric vehicle charging infrastructure to the utility system. Recipient understands that they may be responsible for purchasing and installing any necessary protection equipment - that is any system upgrades due to impacts from the proposed project is recipient's financial responsibility.
- Recipient shall install only new EVSE equipment, which must be evident in the documentation (invoice or signed contractor proposal), if the project contains an EVSE component.
- Procure/install equipment/vehicle in accordance with the project technical requirements (outlined on the Pacific Power website.)
- For projects with EVSE components: Recipient shall install a usage monitoring system that includes a mechanism for sharing station data with Pacific Power. Recipient shall provide project data, including but not limited to kilowatt-hour (kWh) and usage data for the life of the project. Recipient shall provide all reasonably requested information related to the Project, including but not limited to, actual costs (bus, infrastructure, fuel, maintenance), citizens impacted, bus uptime, electric miles traveled, charging profiles, as well as insights on challenges, benefits, lessons learned, and opportunities. The funding award must be repaid at a prorated rate to Pacific Power within sixty (60) days of written notice if the project continues to operate but ceases to provide data during the life of the project.

Pacific Power may, in its own discretion, make information collected from the Project publicly available, including for use in regulatory reporting, evaluation, marketing, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.

- Recipient shall grant or transfer to Pacific Power title to all Oregon Clean Fuels Program Credits generated by projects with EVSE installed at the project site as a result of grant funding for this project. Recipient shall designate Pacific Power as their designated aggregator using the most recent Clean Fuels Program Designation Form issued by the Oregon Department of Environmental Quality.

II. USE OF GRANT FUNDS

Recipient shall apply grant funds only to costs associated with advancement of electric transportation (i.e., electric supply equipment vehicle, electric vehicle purchases, etc.) and any Pacific Power-approved outreach and education expenses.

The final grant funding amount cannot exceed total eligible Project costs. The final award amount may be adjusted for changes in project costs, scope, and/or funding sources.

III. AWARD RECIPIENT DELIVERABLES

- **Oregon Clean Fuels Program credits:** Recipient shall designate any clean fuels credits generated through this project from electric vehicle charging to Pacific Power.
- **Oregon Department of Environmental Quality reporting:** Any projects that involve the installation of Level 2 networked EV chargers must be registered with the Oregon Department of Environmental Quality (DEQ). Once a charger is commissioned and registered, Customer shall provide Pacific Power administrative rights to access information about charging sessions and the total kilowatt-hours used from each charger by the 15th day of the month following each calendar quarter

over the life of the project. To register chargers and report quarterly charger usage data, email plugin@pacificpower.net.

- **Change requests:** Recipient shall submit a change request in writing for any change from the attributes listed in the table above. Form is available upon request via email at plugin@pacificpower.net. Change order requests will be considered on a case-by-case basis and recipients may submit a maximum of 3.
- **Quarterly updates:** Customer shall provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to plugin@pacificcorp.net. The first report will be due by **April 15, 2023**.
- **Ongoing communication:** Recipient shall keep Pacific Power's Electric Transportation Project Manager apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.
- **Project completion:** Upon completion of Project, Recipient shall notify Pacific Power's Electric Transportation Project Manager and work with them to provide Final Project Information Packet to verify project expenses and completion that all funding requirements, including reporting and documentation, have been met.
- **Reporting and auditing:** Recipient shall provide Pacific Power upon request copies of certain information related to the Project for financial auditing, regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary during the life of the project. Such information includes but is not limited to:
 - Final Project Information Packet including:
 - Final Report (template will be provided)
 - Financial Summary spreadsheet (template will be provided)
 - Payment Request Form (template will be provided)
 - Photos
 - Clean Fuels Program Aggregator form (for projects with EVSE components)
 - W9 form
 - Post-completion reporting: Recipient shall provide Pacific Power a report one year after the Estimated Completion Date. The Annual Report should be sent to plugin@pacificpower.net and should provide qualitative and quantitative data about the project since completion (template will be provided).

IV. EDUCATION AND OUTREACH REQUIREMENTS

For any outreach, education, and marketing activities, such as those outlined in this section below, you must contact plugin@pacificpower.net before proceeding.

- **Pacific Power recognition statement:** Recipient shall include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project: "This project was made possible with support from the Oregon Clean Fuels Program and Pacific Power."
 - **Vehicle wrapping:** *If the recipient will be customizing a vehicle, Recipient shall include the [above statement] on all signage and seek prior written approval at least three weeks in advance from Pacific Power for any vehicle wrap designs.*

- **Approvals:** Recipient shall seek prior approval from Pacific Power for all materials that use the Pacific Power logo.
- **Celebrations and publicity:** Recipient shall provide Pacific Power representatives an opportunity to participate in celebrations or events related to the project.
- **Permanent recognition:** Recipient shall develop at least one piece of permanent, onsite signage that publicly recognizes the contribution of the Oregon Clean Fuels Program and Pacific Power throughout the defined life of the project. Pacific Power can provide samples and support the development of content and messaging.
- **Pacific Power communications:** Recipient shall allow Pacific Power to include information regarding your project in communication material used by Pacific Power. This includes Pacific Power's right to use photographs of the facility in brochures and internet pages for purposes of supporting customer programs.

V. AWARD FUNDING

Recipient may submit an application for initial disbursement of up to 75 percent of the total project amount and will be remitted within thirty (30) business days of the signed agreement. The remaining 25 percent will be remitted once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion that all funding requirements, including reporting and documentation, have been met. Payment will be remitted directly to the Recipient or to their designated assignee as directed by the award recipient. Full payment will be distributed once the project is complete and verified through the steps detailed in Section III above.

In the event of the nonperformance of the Grantee, Pacific Power shall require the full recovery of the unspent moneys. A Recipient shall provide a money transfer confirmation within forty-five (45) days upon the receipt of a notice from Pacific Power. Recipient shall report the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting report. Grant funding will be remitted directly to the applicant or to their designated assignee as directed by the award recipient.

VI. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient certifies that Recipient is authorized to make site improvements at this location. Recipient understands that this funding award, as specified in Section I above, is to, among other things, complete the Project with the attributes described above, and that Recipient may be required to return in the event Recipient does not utilize the entire award amount on the Project.

Recipient has reviewed and understands the terms and conditions of receiving an Oregon Clean Fuels E-Mobility Grant and represents and warrants to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Deploy electric vehicle charging technology or research that will be served by Pacific Power (located in

Pacific Power's service area) over the life of the project." Accordingly, Recipient agrees to refund the award in at a pro-rated amount should the project cease to be served by Pacific Power. The repayment ("repayment") will be determined as follows: $\text{repayment} = \text{final grant funding award} \times (\text{120} - \text{service delivery term}) / \text{120}$, where Service Delivery Term= number of months between the month the Final grant funding award was made, and the month Recipient terminated its electric service. For determining the repayment, the dates will be the first day of the month in which they occur.

Additionally, Recipient understands that providing data is essential to the learnings of this program. Accordingly, Recipient agrees to refund the award on a pro-rated basis in full should the project cease to provide data to Pacific Power on a quarterly basis over the life of the project. If the project continues to operate but ceases to provide data to Pacific Power, Recipient is obligated to repay the pro-rated amount to Pacific Power within sixty (60) days of written request. The repayment ("repayment") will be determined as follows: $\text{repayment} = \text{final grant funding award} \times (\text{60} - \text{data delivery term}) / \text{60}$, where Data Delivery Term= number of months between the month the Final grant funding award was made, and the month Recipient ceased providing data. For determining the repayment, the dates will be the first day of the month in which they occur.

Recipient additionally consents to Pacific Power distribution of this data publicly.

Recipient has reviewed and understands the terms and conditions of receiving E-Mobility Grant funding and represent and warrant to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to plugin@pacificpower.net.

Signature Page**Recipient acceptance of Grant Agreement**

City of Sweet Home, (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving an Oregon Clean Fuels E-Mobility Grant award and agrees to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the electric vehicle and charging infrastructure installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience, qualifications or background, the amount of energy consumed, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient understands that Pacific Power's liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts.

Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient's anticipated receipt of or use of funds under this agreement.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Organization: _____

Pacific Power Acceptance

Signature: _____

Date: _____

Printed Name: _____

Title: _____