


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: November 15, 2022
To: Honorable Mayor and City Councilmembers
From: Public Works Superintendent, Dante Del Prete
Subject: Electric Vehicle Charging Station Lease Agreement in the Burnett Street Parking Lot
Responsible Department: (Public Works/Planning/City Administration)
Recommendation: That the Sebastopol City Council Approve the City Manager to execute Electric Vehicle Charging Station Lease Agreements in the Burnett Street Parking Lot
Responsible Department: (Public Works/Planning/City Administration)
Funding: Currently Budgeted: _____ Yes _____ No N/A

Account Code/Costs authorized in City Approved Budget (if applicable) _____ AK _____ (verified by Administrative Services Department)

INTRODUCTION/PURPOSE:

This item is for city council approval for the City Manager to execute Electric Vehicle Charging Station Lease Agreements to proceed with the installation of a Direct Current Electric Vehicle Fast Charging Station located in the Burnett Street Parking Lot at the corner of S. Main Street and Burnett Street, between the City of Sebastopol, PG&E and Carbon Solutions Group.

BACKGROUND:

In May 2018, the California Public Utilities Commission (CPUC) approved \$22.4 million for PG&E to install infrastructure that supports Direct Current Fast Charging for electric vehicles. Starting in early 2020 and continuing through 2025, PG&E will pay to install infrastructure at qualifying customer sites to support the expansion of publicly available fast charging stations for light-duty vehicles. In the EV Fast Charge Program, PG&E pays for and manages construction of the electrical infrastructure from the utility pole to the parking space at a limited number of competitively selected sites.

As part of an ongoing effort to identify and utilize potential funding sources for the development of Fast Charge Electric Vehicle Infrastructure staff applied for three potential Electrical Vehicle Fast Charging sites that were identified as high use public spaces.

- The Sebastopol Community Cultural Center and Youth Annex Parking Lot
- The Sebastopol Library, Sebastopol Senior Center, and Sebastopol City Hall Parking Lot (North High Lot)
- The Burnet Street Parking Lot

After thorough site evaluations the Community Cultural Center site was eliminated due to being located in the floodplain. The Sebastopol Library, Sebastopol Senior Center, and Sebastopol City Hall Parking Lot was determined to have significant challenges that proved to be extremely difficult to accommodate the accessibility issues related to the site. Therefore, the Burnett Street Parking Lot location was decided to be the most feasible site with the largest potential benefit to the community.

DISCUSSION:

In September 2020 Governor Newsom signed Executive Order N-79-20 which stipulates that 100% of in-state sales of new passenger cars and light-duty trucks will be zero-emission by 2035 and 100% of medium- and heavy-duty vehicles sales must be zero emission by 2045 where feasible. One of the key pillars to Executive Order N-79-20 is adoption of strategies to enhance implementation of zero emission infrastructure including electric vehicle charging stations and vehicle-grid integration.

To further the climate action goals for the City, city staff believes that this project will further to enhance the City's climate goals.

As part of the proposed project PG&E will fund and install the supporting infrastructure to the site at no cost to the city based on a five (5) year lease agreement. The proposed lease agreement by Carbon Solutions Group is to install four (4) Direct Current Fast Chargers in the Burnett Street public parking lot which is open to the public 7 day a week, 24 hours a day in order to provide community access to fast chargers in the Sebastopol downtown area. The lease agreement with CSG is for an initial ten (10) year commitment with two (2) 5-year extension options to facilitate this project at no cost to the city.

PG&E's supporting infrastructure is contingent upon in-depth site feasibility which will be conducted at no cost after contracts are executed.

In addition to the Direct Current Fast Chargers proposed for the Burnett Street parking lot, the City has two "legacy" EV charger system sites which were installed beginning in 2013. These sites continue to be operated and maintained by the City of Sebastopol. The EV chargers at these sites are fee based at \$2 per connection and \$1 per hour for use. The annual service contract for maintenance and operation of these sites is currently \$7,300 and Electric utility costs are projected at \$7,900 for a total annual cost of operation at \$15,200. Annual income for this use of the chargers is approximately \$13,200. The \$2,000 difference in income and cost is the adjustment for other electrical costs associated with Parking Lots.

ENVIRONMENTAL REVIEW:

The installation of Electric Charging Stations at an existing parking lot/spaces is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061(b)(3), not subject to CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Additionally, the Project is categorically exempt under the following CEQA provisions: Section 15304, Class 4, which exempts minor public alterations in the condition of land or vegetation which do not involve removal of healthy, mature, scenic tree, and Section 15303 (d) and €, which exempts extension of utilities and minor accessory structures and equipment such as charging stations.

GOALS:

Goal EV 7: Maintain a Stable and Self-Sustaining Fiscal Base in Order to Generate the Resources Necessary to Provide Desired City Services and Support New Growth that is Consistent with the City's Values and Goals

Goal CSF 1: Provide High Quality Community Services, Facilities, and Infrastructure to All Residents, Businesses, and Visitors in Sebastopol

PUBLIC COMMENT:

As of the writing of this staff report, the city has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

The construction and maintenance of the proposed Direct Current Electric Vehicle Charging Station based on the lease agreements with PG&E and Carbon Solutions Group will be at no cost to the city.

RECOMMENDATION:

That the Sebastopol City Council approve the City Manager to execute Electric Vehicle Charging Station Lease Agreements for the proposed construction of a Direct Current Electric Vehicle Charging Station located in the Burnett Street Parking Lot

ATTACHMENTS:

Carbon Solutions Group Lease Agreement
Carbon Solutions Group DirtRoad presentation documents
PG&E Lease Agreement & Site Host Acknowledgement
Proposed Site Map

ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT

This ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT (this “Agreement”), dated as of _____, 2022 (the “Effective Date”), is between CSG EV, LLC, a Delaware limited liability company, d/b/a (“CSG”), and the CITY OF SEBASTOPOL (“Host”). Each of CSG and Host is a “party,” and together they are the “parties,” to this Agreement.

BACKGROUND

- A. CSG provides a variety of vehicle charging and support services to owners of electric plug-in vehicles (“EVs”);
- B. Having Electric Vehicle Charging Stations onsite allows Host to differentiate its location, attract high-value customers, and promote sustainable and environmentally-sound transportation;
- C. Host desires to participate in CSG’s network of Electric Vehicle Charging Stations; and
- D. This Agreement sets forth the parties’ agreement with respect to Host’s grant of the License to CSG.

AGREEMENT

In consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. LICENSE;

- 1.1. Host Property. The Host is the Owner of the property described in Exhibit A, attached hereto and made a part hereof (the “Host Property”).
- 1.2. Grant of License. Host, for good and valuable consideration, the sufficiency of which is acknowledged, grants to CSG a license (the “License”) to use a certain portion of Host Property specifically identified in Exhibit A and herein referred to as (the “Licensed Space”) for the purposes described in this Agreement, including but not limited to those described in Section 1.4 below.
- 1.4. Use of Licensed Space. The License includes use of the Licensed Space and the areas of Host Property that are reasonably necessary to provide ingress and egress to and from the Licensed Space and the Electric Vehicle Charging Stations (as defined below); for the purposes of the construction, installation, maintenance, repair and operation of the grid integrated Electric Vehicle Charging Stations by CSG; and for any ancillary uses permitted herein, all in accordance with this Agreement) (collectively the “Necessary Space”);
- 1.5. Host Obligations. Subject to limitations contained herein, Host agrees to, at all times, make the Licensed Space and Necessary Space available to CSG, its subcontractors and vendors, and all users of the Electric Vehicle Charging Stations.

2. TERM; TERMINATION

- 2.1. License Term.
 - 2.1.1. The term (“Term”) of the License shall commence on the Effective Date and, subject to the provisions of Section 2.2 below, end on the date that is ten (10) years from the Commencement Date (as extended from time to time, the “License Expiration Date”). The “Commencement Date” shall mean the date on which the Electric Vehicle Charging Station is first operational.
 - 2.1.2. CSG shall have the right to extend the Term of this Agreement for two (2) consecutive terms of five (5) years each in accordance with the terms and provisions of this Agreement (collectively “Extended License Term”) by providing written notice to Host of CSG’s intent to extend the Term within one hundred eighty (180) days of the end of the existing Term. The Extended License Term shall begin immediately following the end of the 10-year term.
- 2.2. Termination.
 - 2.2.1. Upon Certain Events. This Agreement may be terminated upon thirty (30) days’ written notice to either party without penalty or fee in any of the following circumstances:
 - 2.2.1.1. In the case of termination by CSG, in the event that the commencement date has not yet occurred, CSG may terminate the contract by providing written notice thereof to Host; and CSG may elect to forgo development or modify the number and type of charging stations at CSG’s option and sole discretion, by providing written notice to Host;
 - 2.2.1.2. In the case of termination by Host, in the event the Commencement Date of any Location listed in Schedule A has not occurred within 24 months following the Agreement Date, Host may terminate the contract as it pertains only to that specific Location, provided that the

foregoing right shall terminate upon the Commencement Date of that specific Location listed in Exhibit A. Notwithstanding the foregoing, the Host may not terminate the agreement for any Location if CSG has commenced construction.

2.2.2. For Cause. This Agreement may be immediately terminated for cause by either party in the event of the following circumstances:

2.2.2.1. *Breaches.* The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for forty-five (45) business days after receipt of written notice.

2.2.2.2. *Assigns.* The other party attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement except as provided in section 5.2.3 and 8.5 below..

2.2.3. Licensed Space on Termination. Within a reasonable time following the expiration of the License Term or termination under Section 2.2, CSG shall remove the Electric Vehicle Charging Stations and any other supporting or ancillary equipment installed by CSG from the Licensed Space and restore the affected area to its former condition, excluding ordinary wear and tear; *provided, however,* that any underground electrical wiring shall be capped off and secured, but not removed. For the avoidance of doubt, CSG will not remove any equipment installed by a utility, which may include but may not be limited to: transformers, junction boxes, primary cable and conduit and electric meters and panels.

2.2.4. No Further Obligations. Upon any termination pursuant to this ARTICLE 2, both parties are relieved of any further obligations contained in this Agreement, except for those that by their nature survive or may require performance after termination (e.g., indemnity).

3. ELECTRIC VEHICLE CHARGING STATIONS

3.1. Electric Vehicle Charging Stations; Ancillary Facilities.

3.1.1. The design, make, model, and manufacturer of the Electric Vehicle Charging Stations (each an “Electric Vehicle Charging Station” or “Charging Station”) and their number and approximate locations are specified in Exhibit A. CSG, at any time and for any reason during the License Term, may elect to upgrade, revise, alter, or swap any Charging Station installed in the Licensed Space at its sole discretion and Host shall provide CSG access to the Licensed Property as necessary to do so.

3.1.2. For purposes of this Agreement, “Electric Vehicle Charging Station” shall mean all electrical equipment, hardware, and software installed by CSG, the Charging Stations, all CSG signage and all supporting equipment and structures, including without limitation concrete pads and protective bollards.

3.2. CSG may, with Host’s prior approval which shall not be unreasonably withheld, include at the Licensed Space other additional services related to charging of electric vehicles, equipment or facilities for automobile upkeep that CSG may elect to offer its customers from time to time during the Term. Additionally, CSG and its employees and vendors may, with Host’s prior approval, perform security assessments and install (or add additional) reasonable security features at the Electric Vehicle Charging Stations, including, without limitation, lighting and cameras.

3.3. Access. CSG, its subcontractors, vendors and customers shall have access to the Licensed Space and Necessary Space twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. CSG and its employees and vendors may, at any time during the Term, access the Licensed Space and Host Property to maintain, inspect, repair or replace any portion of the Electric Vehicle Charging Stations pursuant to its obligations under this Agreement.

3.4. Signage. Signage at minimum will include what is legally required per law for electric vehicle charging stalls and should be consistent with the Sebastopol Municipal Code (<https://sebastopol.municipal.codes/SMC/17.120>). Additionally, CSG may paint, place, erect, or project signs, marks, or advertising devices in, on, or about the Licensed Space or elsewhere on the Host Property upon obtaining Host’s written consent. CSG shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and CSG shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Further, CSG and Host also agree to place signage on or around the Electric Vehicle Charging Station, designating the area as “Electric Vehicle Charging Only,” and will take reasonable measures to discourage non-EV vehicles from parking in the Licensed Space, including, without limitation, towing. Host agrees that it shall not place any signs, marks or advertising devices on any portion of the Electric Vehicle Charging Station or in the Licensed Space without CSG’s prior written consent (which may be granted or denied in CSG’s commercially reasonable discretion).

3.5. Installation.

3.5.1. CSG, at its sole cost, is solely responsible for supervising or conducting the construction and installation activities for the Electric Vehicle Charging Station, and, as provided the parties has not

- control over construction, construction schedule, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work.
- 3.5.2. Before beginning activities to install the Electric Vehicle Charging Station in the Licensed Space, CSG shall give a copy of the tentative construction schedule and installation plans to Host. No work will begin until all applicable permits and certifications have been obtained. Once parties' respective demonstration that all insurance coverages required by this Agreement are in place, CSG will oversee and manage the installation of the Electric Vehicle Charging Station, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all CSG branded signage.
 - 3.5.3. CSG, at its sole cost, will obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the Electric Vehicle Charging Station, and Host will reasonably cooperate upon request with CSG's efforts to do so.
 - 3.5.4. Host grants to CSG and its employees and vendors the non-exclusive right to use and occupy the Licensed Space and Host's adjacent property for the construction and installation of the Electric Vehicle Charging Station, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits, Host, and the terms of this Agreement. Only those materials and equipment that are being used directly in the construction and installation of Electric Vehicle Charging Station shall be brought to and stored on the Licensed Space and its adjacent areas. CSG shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a manner that affords continuous, reasonable access to Host Property.
 - 3.5.5. CSG will not permit or suffer any mechanic's or materialmen's liens to attach to the Licensed Space as a result of the installation of the Electric Vehicle Charging Station. If such a lien attaches to the Licensed Space, CSG shall remove or bond over such lien at CSG's sole cost and expense, within twenty (20) days of CSG receiving written notice thereof from Host.
 - 3.5.6. Ownership of Intellectual Property and Charging Stations. CSG owns all worldwide right, title, and interest in and to the Electric Vehicle Charging Station, its related hardware, software, commodities and all derivatives thereof; any processes, relationships, and contracts associated therewith; all related graphics, user interfaces, logos, and trademarks reproduced during its operation; and all Intellectual Property rights therein. Host hereby assigns all such rights to CSG and agrees to execute any documents desirable to effectuate or evidence the foregoing. The foregoing rights shall vest with CSG upon the Effective Date and shall remain with CSG in perpetuity absent CSG's disposing or transferring of such rights at its sole discretion. CSG shall have the right to remove all or a portion of the Charging Station at any time during the License Term, whether or not said items are considered fixtures and attachments to the Licensed Space under applicable laws. CSG shall have sole right and title to any government grants, rebates, incentives and credits awarded as a result of the construction and/or operation of the charging stations.
- 3.6. Operation and Maintenance. Except as otherwise provided in this Agreement, CSG will, at its sole cost and expense, maintain and operate the Electric Vehicle Charging Station, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. CSG shall, other than expressly stated herein, be the sole beneficiary of all revenues and costs associated with the foregoing.
 - 3.7. Host Obligations. Host shall, at its sole cost and expense, take all actions necessary to maintain the Licensed Space in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Host Property, including, without limitation, parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Licensed Space. In addition, Host shall take reasonable precautions to protect the Electric Vehicle Charging Station from graffiti and other vandalism. For the avoidance of doubt, Host shall be under no obligation to maintain the Electric Vehicle Charging Station, signage or any other equipment installed by CSG within the Licensed Space. To the extent Host has actual knowledge of the same, Host shall promptly notify CSG and, as appropriate, emergency response personnel regarding any malfunction of the Electric Vehicle Charging Station. Host shall make commercially reasonable efforts to accommodate any reasonable request by CSG in connection with the operation of the Charging Station.
 - 3.8. Utility Availability.
 - 3.8.1. CSG shall be responsible for all electricity costs of the Electric Vehicle Charging Station. CSG shall, at its sole expense, either (i) ensure that the Electric Vehicle Charging Stations contains separately-metered electricity with CSG as the customer of record for such meter, or (ii) install one or more sub-metering devices which measure in kWh the electricity used by the Electric Vehicle Charging Station, in which case CSG will pay Host for the electricity used by the Electric Vehicle Charging Station at according to the Electricity Cost Reimbursement table in Exhibit A.

- 3.8.2. Host shall cooperate with CSG to obtain electricity and any other utilities necessary to operate the Electric Vehicle Charging Station, including by granting appropriate easements to local utility providers and/or obtaining necessary easements from adjacent property owners for the location of necessary utilities; *provided, however*, that Host is not required to pay money to satisfy the requirements of the utility, the adjoining landowner or CSG associated with the provision of such utilities.
- 3.8.3. Neither Host nor CSG has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located in the Licensed Space, unless the cause of the interruption is covered by the party's indemnity provided for in ARTICLE 7.
- 3.9. Taxes. CSG is solely responsible for personal property taxes imposed on the Electric Vehicle Charging Station, and any other equipment installed by it, that is located in the Licensed Space. All other real or personal property taxes related to the Licensed Space, including any increase in real estate taxes on the real property on which the Licensed Space is located which arise from CSG's improvements and/or CSG's use of the Licensed Space, are the sole obligation of Host. Each party is responsible for its own income, franchise and similar taxes.

4. INTELLECTUAL PROPERTY; PUBLICITY

- 4.1. Intellectual Property. As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic Top-Level Domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.
 - 4.1.1. *Host Intellectual Property*. The parties agree that, as between them, Host has and retains ownership of all of Host's Intellectual Property, and CSG has no right, and shall not obtain any right, in any Host Intellectual Property.
 - 4.1.2. *CSG Intellectual Property*. The parties agree that, as between them, CSG has and retains ownership of all of CSG's Intellectual Property, and Host has no right, and shall not obtain any right, in any CSG Intellectual Property.
- 4.2. Ownership of Drawings and Other Documents. All documents prepared by or under the direction of CSG pursuant to this Agreement, including, without limitation, drawings, surveys, technical drawings, specifications, and other documents, including those in electronic format, are solely and exclusively CSG Intellectual Property, and CSG retains all common law, statutory and other reserved rights, including the copyright.
- 4.3. Publicity.
 - 4.3.1. CSG and Host may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by CSG or other third parties, regarding the execution of this Agreement and the status of the activities contemplated herein, *provided* each has the ability to review and approve in advance the other's public statements and any use of the other's Intellectual Property in connection therewith.
 - 4.3.2. Notwithstanding anything to the contrary within this Agreement, CSG may advise mapping services, the manufacturers of vehicle navigation systems, map data providers, and other third-parties of the existence, location, and other details of the Electric Vehicle Charging Stations at the Licensed Space so that such services and manufacturers may include such information in connection with their mapping and listing services and navigation systems; and CSG may disclose to the public information about the location of the Electric Vehicle Charging Stations and the progress of its construction as required by governmental authorities. In addition, the parties may provide copies of this Agreement or portions hereof to utility providers, governmental authorities, and/or third parties referenced in Section 5.2.1 as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement.

5. REPRESENTATIONS AND WARRANTIES; COVENANTS

- 5.1. Representations and Warranties. Each of Host and CSG hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its

obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

5.2. Rights to Host Property. Permitted Uses on Host Property.

5.2.1. Host further represents, warrants and covenants that it has obtained or it shall obtain any and all consents, permits or approvals required in order for Host to grant the License and other rights and perform its obligations under this Agreement, and for CSG to take the actions with respect to the Licensed Space contemplated in this Agreement, from any third parties: (i) with an interest in the Host Property (including, without limitation, any owner, lender, lessee, ground lessor, or any party to any reciprocal easement agreement); (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Host Property; or who exercise governmental or regulatory jurisdiction over the Host Property, including local and state governments. When obtaining consent, permit or permissions is required, Host and CSG shall use cooperative commercially reasonable efforts to contact and educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement. As part of that effort, the parties will, on request, include applicable necessary third parties as additional named insureds on the insurance policies required by ARTICLE 6, offer appropriate indemnities on terms similar to those stated in ARTICLE 7, satisfy reasonable third party requests and concerns regarding the Electric Vehicle Charging Stations and related items, and take other commercially reasonable steps required to obtain any required consent, permits or permissions of those third parties that is consistent with this Agreement.

5.2.2. Host further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the Host Property that would adversely affect the use or occupancy of the Licensed Space by CSG pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the Host Property free of any such liens, judgments, encumbrances or other impediments.

6. INSURANCE; CASUALTY AND CONDEMNATION

6.1. CSG Insurance.

6.1.1. During the License Term, CSG shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

6.1.1.1. Full replacement cost Property Insurance (written on a "special perils" basis) for the Electric Vehicle Charging Stations and all other personal property, machinery, equipment and trade fixtures owned by CSG;

6.1.1.2. Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000.00 per accident/per employee;

6.1.1.3. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; CSG shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host, but only as to the negligent acts or omissions of CSG or the CSG Parties.

6.1.1.4. Automobile Liability with a combined single limit of \$1,000,000.00 that includes coverage for owned, non-owned and hired vehicles; and

6.1.1.5. \$5,000,000.00 in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the Licensed Space, and resulting from the use of the Electric Vehicle Charging Station, the occupancy of the Licensed Space and/or the negligence of CSG and its agents, contractors, employees or invitees. Such coverage shall be in excess of the scheduled underlying General Liability, and Automobile Liability, and

Employer’s Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

- 6.1.2. With respect to CSG’s Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of the ownership, maintenance or use of the Electric Vehicle Charging Station or the Licensed Space.
- 6.1.3. Annually, CSG shall provide Host with a certificate of insurance and endorsement, evidencing the required coverages.
- 6.2. Host Insurance
 - 6.2.1. During the License Term, Host shall maintain insurance in the following amounts:
 - 6.2.1.1. Full replacement cost Property Insurance (written on an “special perils” basis) for (1) the Host Property and all improvements thereon (including without limitation the Licensed Space and all electrical infrastructure for the Electric Vehicle Charging Station); and (2) all personal property, machinery, equipment and trade fixtures located at the Host Property or owned by Host; and
 - 6.2.1.2. Commercial General Liability insurance with a minimum combined single limit of liability of at least \$2,000,000 for personal injuries or deaths of persons occurring in or about the Licensed Space and Host Property.
 - 6.2.2. Annually, Host shall provide CSG with a certificate of insurance and endorsement, evidencing the required coverages, stating that the insurance is primary with regard to Host and naming CSG as an additional insured.
- 6.3. Policy Requirements. The insurance policies required under Sections 6.1 and 6.2 shall:
 - 6.3.1. be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder’s ratings of at least “A-” and a financial rating of at least “Class VIII,” in the most current Best’s Insurance Reports available on the Commencement Date; if the Best’s ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies;
 - 6.3.2. contain provisions whereby each party’s insurers waive all rights of subrogation against the other party on each of the coverages required herein.
- 6.4. Waiver. Anything in this Agreement to the contrary notwithstanding, to the extent covered by any property insurance maintained (or required to be maintained) hereunder, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property, the Licensed Space, the Electric Vehicle Electric Vehicle Charging Stations, or any improvements on any of the foregoing, or to the personal property of either party, or their respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.
- 6.5. Casualty and Condemnation.
 - 6.5.1. Damage. If any portion of the Licensed Space is damaged by fire or other casualty; or any portion of the Host Property is damaged by fire or other casualty caused by the negligent act or omission of CSG, CSG will have thirty (30) days from date of such fire or casualty to elect to repair the property with notice of such intent delivered in writing to Host. If no written notice is received by Host within that thirty-day period, then either party may, within forty-five (45) days of the date of such fire or other casualty elect to terminate the License on written notice to the other party. If CSG elects to repair such property, it shall restore, rebuild, or replace those portions of the Electric Vehicle Charging Station in the Licensed Space and any other property damaged as a result of such fire or other casualty to its prior or better condition as necessary, and all property insurance proceeds of Host applicable to the Licensed Space shall be made available to CSG in connection with such repair and restoration. If CSG elects to terminate the License, it shall remove all of CSG’s property from the Licensed Space in accordance with Section 2.2.2 of this Agreement. Any repair and restoration required by CSG under this Section 6.5.1 shall commence within sixty (60) days of the date CSG elects to repair and restore the Licensed Space and shall be completed no later than 180 days thereafter.
 - 6.5.2. Condemnation/Taking. If any portion of the Licensed Space or Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect the use of the Electric Vehicle Charging Station, then CSG may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority. If CSG does not elect to terminate, the parties will use commercially reasonable efforts to find an alternate location for the Electric Vehicle Charging Stations elsewhere on the property. The costs of the relocation of the Electric Vehicle Charging Station shall be borne by CSG.

may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation. All relocation awards made as a result of such condemnation shall be paid to CSG to the extent that the Necessary Space is affected.

- 6.5.3. Suspension of Term. During any time that the Electric Vehicle Electric Vehicle Charging Station or any portion of the Licensed Space is under repair or being relocated pursuant to this Section 6.5, the Term shall be suspended on a day-for-day basis.

7. INDEMNITY; LIMITATION OF LIABILITY

- 7.1. CSG. Subject to Sections 6.4, and 7.3, CSG shall indemnify and hold harmless Host, its elected and appointed officials, employees, and agents (individually, “Host Party” and, collectively, the “Host Parties”) from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys’ fees and costs of collection (collectively, “Losses”) that arise out of or result from (i) any breach by CSG of its obligations, representations or warranties under this Agreement, or (ii) the willful misconduct or negligence of CSG, except to the extent arising out of or resulting from any willful misconduct or negligence of any Host Party or any installation or other activities conducted by a contractor, or other service provider designated by Host or by CSG per the express instructions of Host; and excepting any claims arising out of Host’s active negligence or willful misconduct. The obligations of CSG under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term.
- 7.2. Host. Subject to Sections 6.4 and 7.3 hereof, Host shall indemnify and hold harmless CSG, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, “CSG Party” and collectively, the “CSG Parties”) from and against all Losses that arise out of or result from (i) any willful misconduct or negligence of any Host Party in connection with this Agreement or (ii) any breach by Host of its obligations, representations or warranties under this Agreement. The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.
- 7.3. Limitation of Liability. In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party’s total liability for any and all liability to the other party and to such other party’s affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on an aggregate basis) arising out of or in connection this Agreement whether in contract or in tort (including negligence and strict liability) shall not exceed the greater of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) or, if insurance coverage is applicable, the insurance coverage limits required under this Agreement. The provisions of this Section 7.3 shall apply to the full extent permitted by law and shall survive termination of this Agreement. The limits of this Section 7.3 shall not apply to a party’s obligations pursuant to Section 7.2, to the Liquidated Damages calculation in Section 5.2., or to damages based on CSG’s lost earnings and lost potential earnings.

8. MISCELLANEOUS

- 8.1. Independent Agreements. The parties acknowledge and agree that the rights and obligations under the Agreement are separate and independent from, and shall not be conditioned on or affected by the performance or non-performance of the terms of, any other agreement between CSG and Host.
- 8.2. Survival of Covenants. The covenants, representations and agreements of Sections 2.2.3, 2.2.4, 3.56, 3.6, 4.1, 4.2, 4.3.2, 5.1, 6.4, 7, and 8 shall survive the expiration, termination or cancellation of this Agreement, regardless of reason.
- 8.3. Ancillary Services. CSG shall hold all right and title to any ancillary services related to the production or consumption of electricity connected to the operation of the charging stations.
- 8.4. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as follows:

If to CSG:

CSG EV LLC

600 B Street Suite 300
San Diego, CA 92101
Attn: Kory Trapp, V.P. Project Development

If to Host:

Each party may change its address for notice by giving notice thereof to the other party.

- 8.5. Assignment. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. Neither party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other party, which shall not be unreasonably withheld; *provided, however*, that either party may assign its rights and obligations in and under the Agreement to an affiliate, subsidiary or successor by merger or acquisition, or successor to all or substantially all or a portion of the assets of such party at any time and without consent. For the avoidance of doubt, and notwithstanding anything to the contrary within this Agreement, assignment or transfer of all or a portion of Host's interests in the Host Property shall not require the consent of CSG, subject to such assignee or transferee assuming all of Host's obligations and liabilities of this Agreement.

Notwithstanding anything to the contrary herein, CSG may assign its rights and obligations in and under this Agreement, at its sole discretion, without consent, to any third-party transferee of all or substantially all of CSG's interest in the Electric Vehicle Charging Station, subject to its provision of written notice thereof to Host.

- 8.6. Independent Entities. The parties shall act as and remain independent entities in the performance of this Agreement. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.
- 8.7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California without giving effect to conflict of law rules. The parties further agree that all actions brought under this Agreement shall be brought in the courts located in San Diego County, regardless of location of the Host Property.
- 8.8. Further Assurances. Each party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
- 8.9. Force Majeure. Change in Law. Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers, suppliers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for CSG to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, CSG may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.
- 8.10. Attorneys' Fees; Waiver of Jury Trial. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. The parties hereby waive any and all rights which either party may have to request or require that a jury determine any fact, matter, controversy, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.
- 8.11. No Waiver. The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.
- 8.12. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.
- 8.13. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to any or all other remedies. These rights and

remedies are given in addition to any other rights a party may have under applicable law, in equity or otherwise.

- 8.14. Integration; Amendments. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.
- 8.15. Severability. If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.
- 8.16. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.
- 8.17. Construction. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this
- 8.18. Agreement. The Agreement expresses the mutual intent of the parties to this Agreement and the rule of construction against the drafting party has no application to this Agreement.

Signature Page Follows:

Effective as of the date first set forth above.

HOST:

CITY OF SEBASTOPOL,

By: _____

Name: _____

Title: _____

CSG:

CARBON SOLUTIONS GROUP LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

**EXHIB
IT A**

**DESCRIPTION OF HOST'S
PROPERTY**

Description of Host Property:

Property	Address

Schedule I

**IDENTIFICATION OF LOCATION OF LICENSED SPACE AND ELECTRIC VEHICLE
CHARGING STATIONS**

Site mockups to be provided by CSG prior to implementation for each site.

DirtRoad

Community Charging

Prepared for City of Sebastopol

November 7, 2022



Carbon Solutions Group

Distributed Decarbonization Platform

Carbon Solutions Group was founded in Chicago, Illinois in 2006. CSG consists of three principal groups: **DirtRoad**, **ESG Services**, and **Environmental Credit Aggregation**. CSG prides itself on corporate and municipal partnerships across the U.S. that it has fostered over nearly two decades in operation.

- **DirtRoad** — A developer, owner, and operator of charging networks on behalf of public and private sector customers. DirtRoad's specialized, in-house teams of electrical engineers and project developers focus on charging infrastructure deployment nationwide. DirtRoad currently has 520 projects under development nationwide.
- **ESG Services** — CSG is one of the largest marketers and providers of renewable energy certificates (RECs) and carbon offsets in the U.S., serving large C&I and utility customers. CSG has contracts in place with virtually all load serving entities and has transacted over 150 million MWhs during the past five years.
- **Environmental Credit Aggregation** — Originally launched in Illinois, the business contracts solar RECs from residential and C&I system owners across the U.S. CSG's SREC business currently serves over 15,000 customers in DC, MD, OH, MI, IN, IL, PA, VA, WV, OR, WA, and CA.

DirtRoad

Community Charging

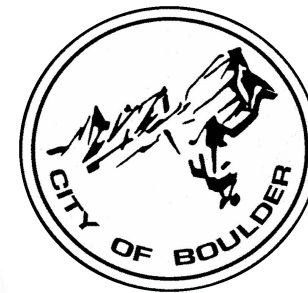
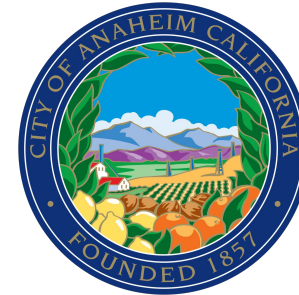
DirtRoad brings a community's public, fleet, workplace, and residential charging onto a common platform to provide low-cost public charging amenities and enable electric vehicle adoption.

When charging increases anywhere in the community, the cost of charging drops for everyone.

Agenda Item Number 13



Selected Customers



Recent Public-Sector Work

- **City of Oakland, CA** | (6) DC Fast Chargers
- **City of Boulder, CO** | (4) DC Fast Chargers
- **County of San Diego, CA** | (64) DC Fast Chargers
- **City of Anaheim, CA** | (8) DC Fast Chargers
- **City of Santa Barbara, CA** | (26) Public-use DC Fast Chargers, (4) Fleet-use DC Fast Chargers, (94) Public-use Level 2 Chargers, (8) Employee-use Level 2 Chargers, and (6) Fleet-use Level 2 Chargers
- **City of Plymouth, MN** | (29) DC Fast Chargers, (88) Level 2 Chargers, and (3) Leased Fleet EVs
- **City of New Brighton, MN** | (25) DC Fast Chargers, (26) Level 2 Chargers, and (4) Leased Fleet EVs
- **Montgomery County, MD*** | (14) DC Fast Chargers and (110) Level 2 Chargers
- **City of Fort Worth, TX*** | (8) DC Fast Chargers and (16) Level 2 Chargers (RFP awarded)

Low-rate & Long-term Approach

Expertise & Incentives

Our EV infrastructure design and engineering expertise allow us to get it right the first time.

We incorporate multiple incentives including tax credits, accelerated depreciation, and federal, state, and utility-level grants

Aggregate Revenue

Our forward-looking approach centers on long-term partnerships and community engagement.

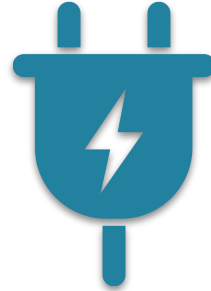
We generate multiple revenue streams from electricity markups and aggregating and monetizing environmental attributes.

Benefits to Project Host

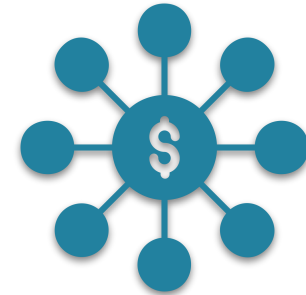
DirtRoad Partnership



Eliminate risk and capital cost of EV charging infrastructure.



Eliminate electricity costs for EV charging stations.



Lower operating costs with DirtRoad Network and O&M

Benefits to Project Host

DirtRoad Partnership



Advance scope 3 sustainability objectives providing zero-CO2 electricity.



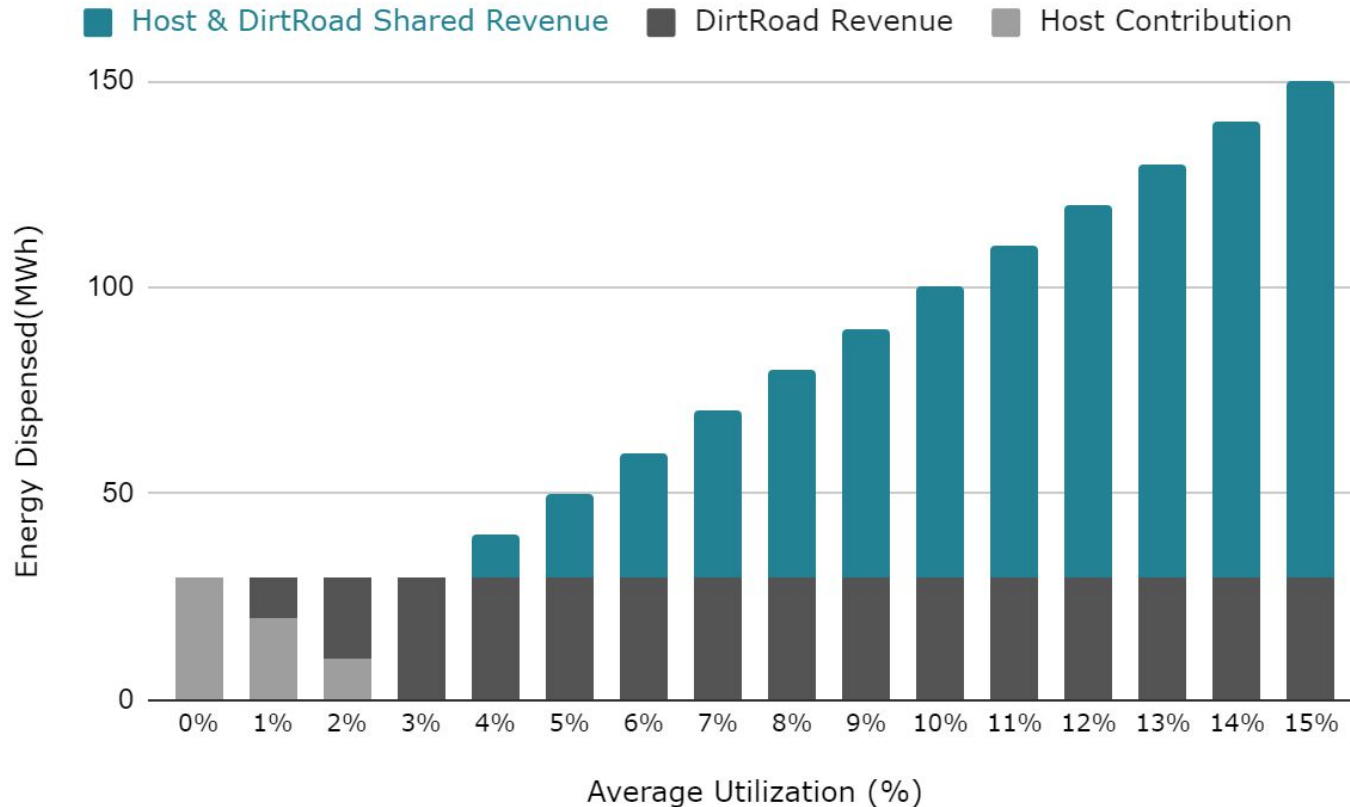
Attract unique EV drivers and create new marketing opportunities.



Gain long-term revenue streams from the EV charging stations.

DirtRoad Partnership Model

Optimally Balance Risk vs Reward



DirtRoad Partnership Model

Deal Structure

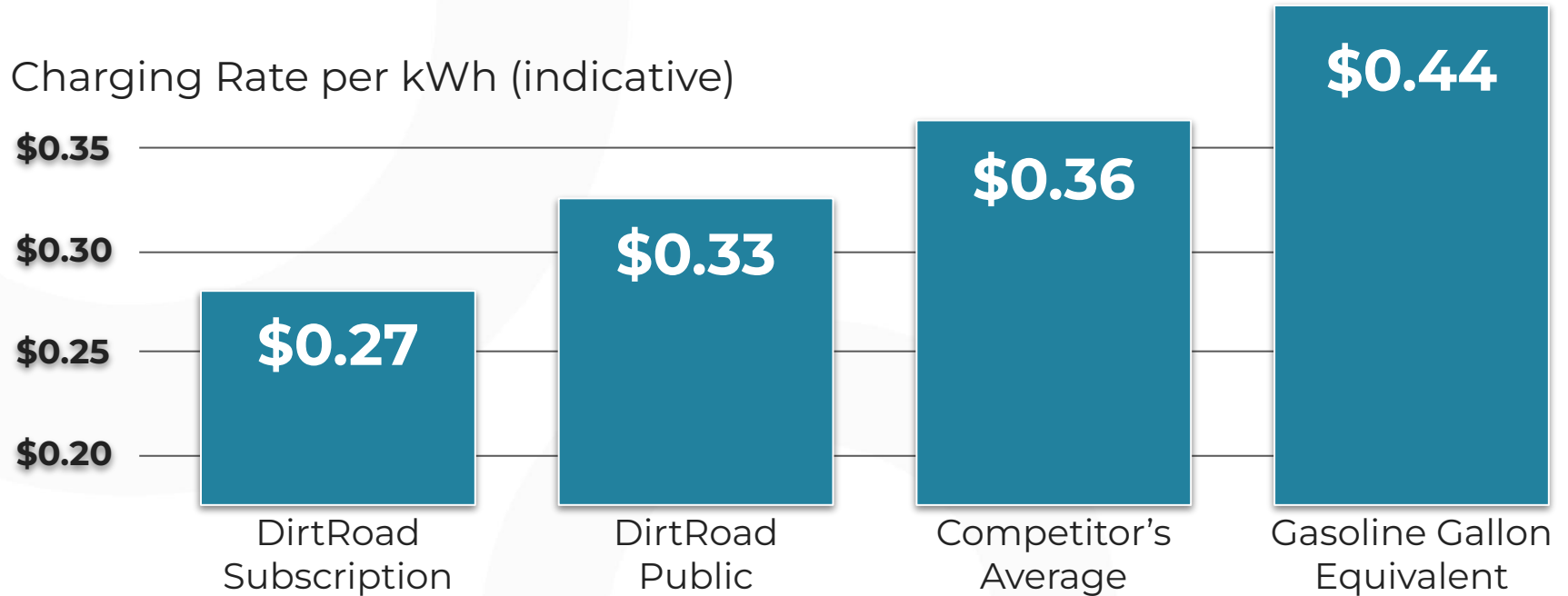
- DirtRoad's develops the projects on behalf of the Partner at its sole cost and passes on cost savings from DirtRoad's specialized Engineering & Design
- DirtRoad applies for available rebates and tax incentives to reduce CapEx
- DirtRoad establishes a utilization threshold based on the project's net CapEx
- DirtRoad and Partner work together to enlist subscribers from fleet operators, employees, and the local community to establish base charging demand
- DirtRoad provides turnkey O&M throughout the term and passes on operating cost savings from DirtRoad's proprietary Network and O&M partners
- If the annual utilization rate is below the threshold, the Partner contributes OpEx
- If the utilization rate is above the threshold, the Partner receives a revenue share
- The Partner's total OpEx would not exceed Partner's development cost

DirtRoad Subscriptions

Your Lowest Cost Option

DirtRoad Subscriptions allow your fleet, employees, and community members to charge where convenient at steeply discounted rates.

Charging Rate per kWh (indicative)



DirtRoad Fleet Charging

Flexible and Turnkey

~10¢

/kWh + electricity
(~\$20/EV/month*)


DirtRoad Fleet Yard

- Onsite EV charging infrastructure ✓
- Zero capital and operating expenses ✓
- Discounted charging at all public *DirtRoad* sites ✓
- Optional low-cost electric fleet vehicle leases ✓

*based on 10k miles per year

Fleet Transition

Electric Vehicle Leases

Nissan Leaf Plus	Lease Term	Monthly fee per EV
15,000 miles per year	5 years	\$600
Model	2019 Nissan Leaf SV Plus	
EV Range	220 miles	
Factory Warranty	Materials and workmanship for eight years or 100,000 miles	
Current Mileage	New vehicle	
Included Mileage	12,000 miles per year	
Included Charging	12,000 miles per year (~3,500 kWh per year)	
Fuel Savings vs ICE	\$1,750 per year	
CO2 Savings vs ICE	3.5 MT CO2e per vehicle, per year	

DirtRoad Hubs

Decarbonization +
Local Impact

Leverage economies of scale and a subscription model to reduce the cost of public fast charging.

Allow **corporate & municipal ESG** clients to mitigate Scope 1, 2, & 3 emissions with local, verifiable, additional, **VERRA-certified carbon offsets**.



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DirtRoad Standard Chargers



***DirtRoad Intelligent
7.2 kW Level 2 Charger***



***ABB Terra UL 50 kW
DC Fast Charger***

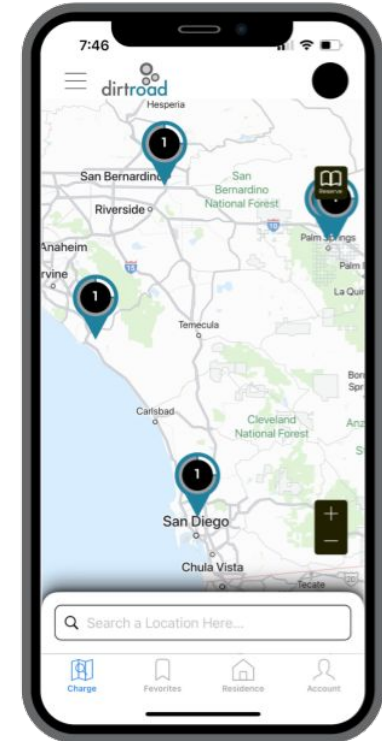


***ABB Terra UL 180 kW
DC Fast Charger***

DirtRoad Network

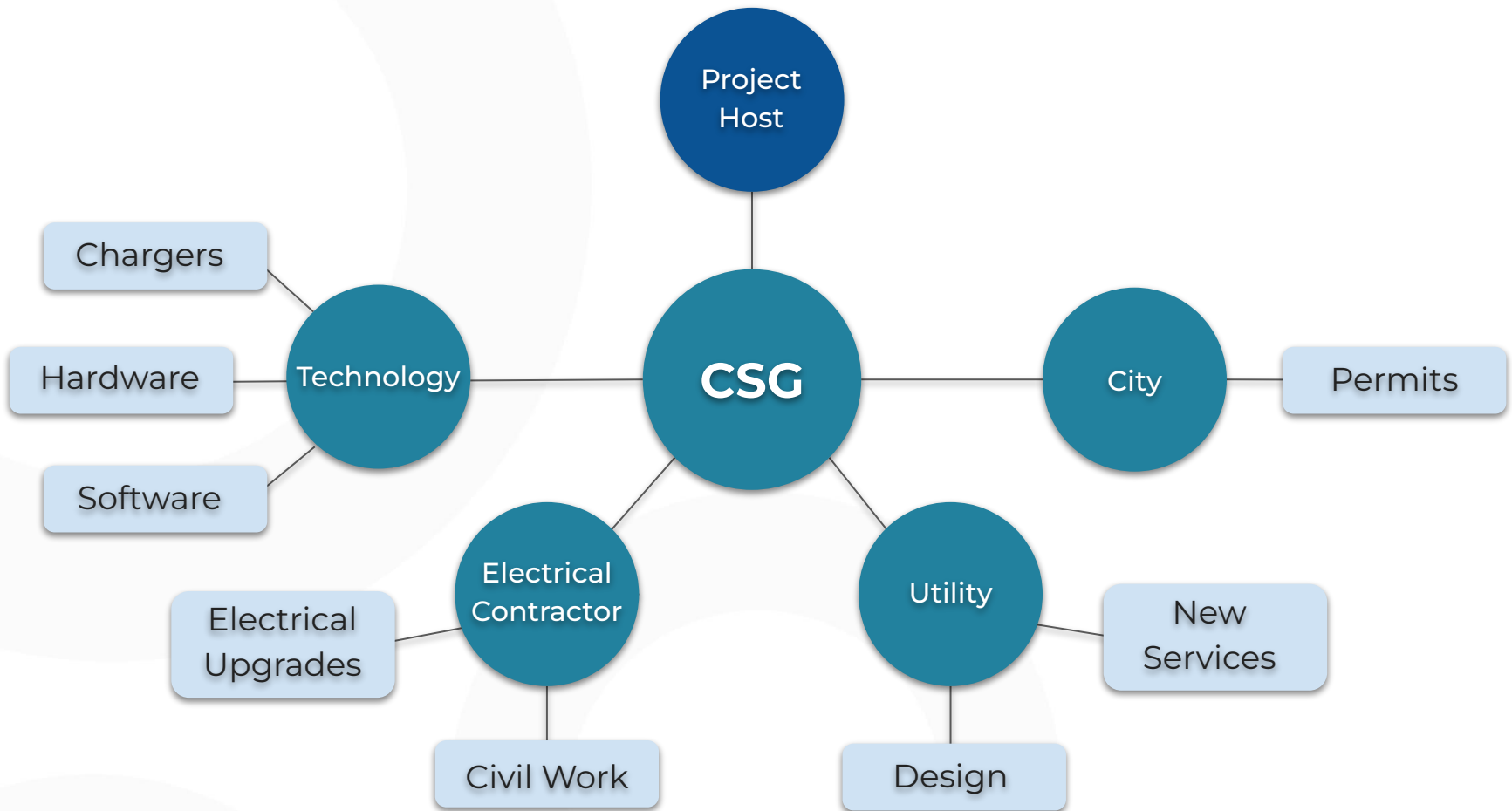
Community & Energy Management

- *DirtRoad* implements a fully customized dashboard for each partner
- Complete in-house software development including OCPP server
- Provides lowest operating cost
- Full complement of network benefits including reservations, scheduled charging, load management, and future demand response capabilities
- Network interoperability as new industry standard



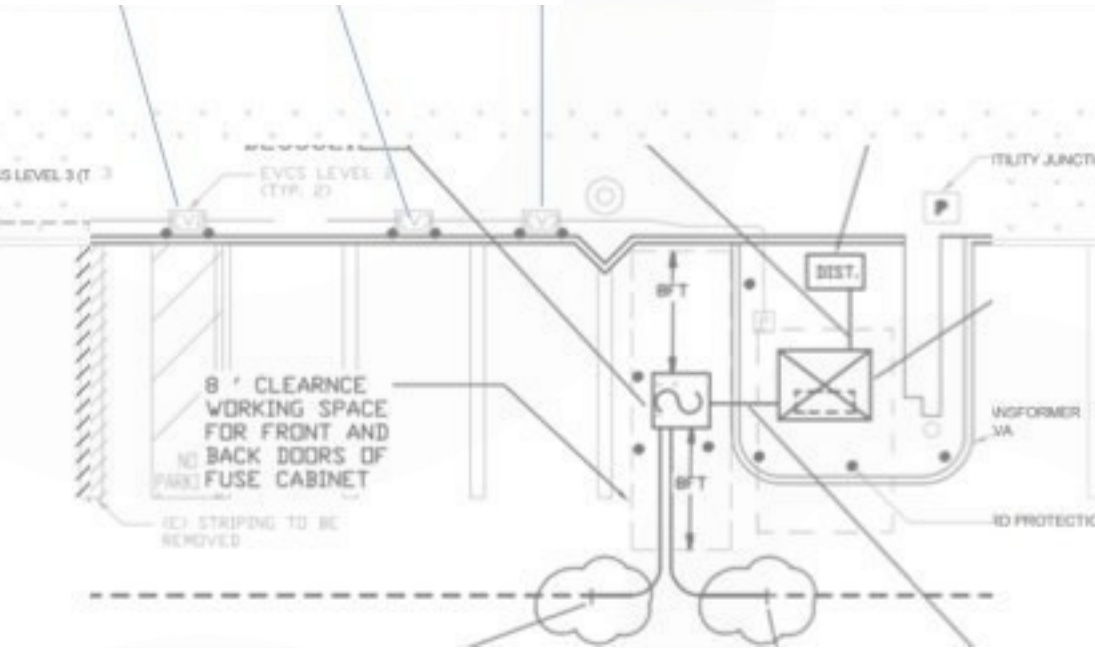
CSG Project Management

Agenda Item Number 13



EVSE Expertise

Inhouse Design & Engineering



Agenda Item Number 13



Development Timeline

Phase	Weeks
License Agreement	2 - 8
Draft Design & Engineering	2 - 4
Utility Design	4 - 16
Permitting	4 - 16
Construction	4 - 8
Start to Completion	20 - 48 weeks

Thank You

Kory Trapp

Vice President of Project Development

858.354.6273

ktrapp@carbonsolutionsgroup.com



DirtRoad

Host Proposal
November 2022

Attachment 3

PG&E ELECTRIC VEHICLE FAST CHARGE PROGRAM CONTRACT

SITE HOST ACKNOWLEDGMENT

This Site Host Acknowledgement is made by City of Sebastopol (“Site Host”), with reference to the following facts:

- A. Site Host and Carbon Solutions Group (CSG), are parties to a certain *CSG-Sebastopol EV Master License Agreement* dated as of _____ (the “Site License Agreement”).
- B. Pursuant to the Site License Agreement, Carbon Solutions Group will, among other things, procure electric vehicle charging stations and ancillary equipment (“EVSE”) and install the same upon the real property commonly known as *Burnett Street Parking Lot (at corner of Burnett & Main)* (the “Site”). Further, Carbon Solutions Group will own, operate, maintain, and network the EVSE throughout the term of Site License Agreement on the terms described therein.
- C. Pacific Gas and Electric Company (“PG&E”) administers the PG&E EV Fast Charge Program (the “Program”), pursuant to which PG&E performs the installation of certain infrastructure to support electric vehicle charging stations (“Supporting Infrastructure”) that are installed at certain locations within the State of California.
- D. The Site has been selected by PG&E to be included in the Program. PG&E’s installation of the Supporting Infrastructure on the Site is subject to execution of the *PG&E Electric Vehicle Fast Charge Program Contract* (the “Program Contract”) between PG&E and Carbon Solutions Group.
- E. As a condition to executing the Program Contract, PG&E requires execution of this Site Host Acknowledgement by Site Host.

Notwithstanding anything to the contrary in the Site License Agreement, Site Host acknowledges and accepts the following:

- 1. PG&E is responsible for funding and installing the Supporting Infrastructure, subject to certain conditions and contingencies as set forth in the Program Contract. Site Host shall provide PG&E access to the Site as necessary for PG&E to install and maintain the Supporting Infrastructure. Site Host grants to PG&E the right to construct, reconstruct, install, inspect, maintain, replace, remove, and use the Supporting Infrastructure to serve the EVSE together with the right to ingress to and egress from the Supporting Infrastructure across the Site. Site Host grants PG&E the right to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of the Supporting Infrastructure. In addition, Site Host shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of the Supporting Infrastructure. Site Host acknowledges that if PG&E does not have the access necessary to properly construct and maintain the Supporting Infrastructure, PG&E may disconnect electrical service to the EVSE.
- 2. PG&E shall own and maintain the Supporting Infrastructure for the five (5) year period following the date that the EVSE becomes operational and available to the general public for commercial charging activity (the “Support Term”). Upon the expiration of the Support

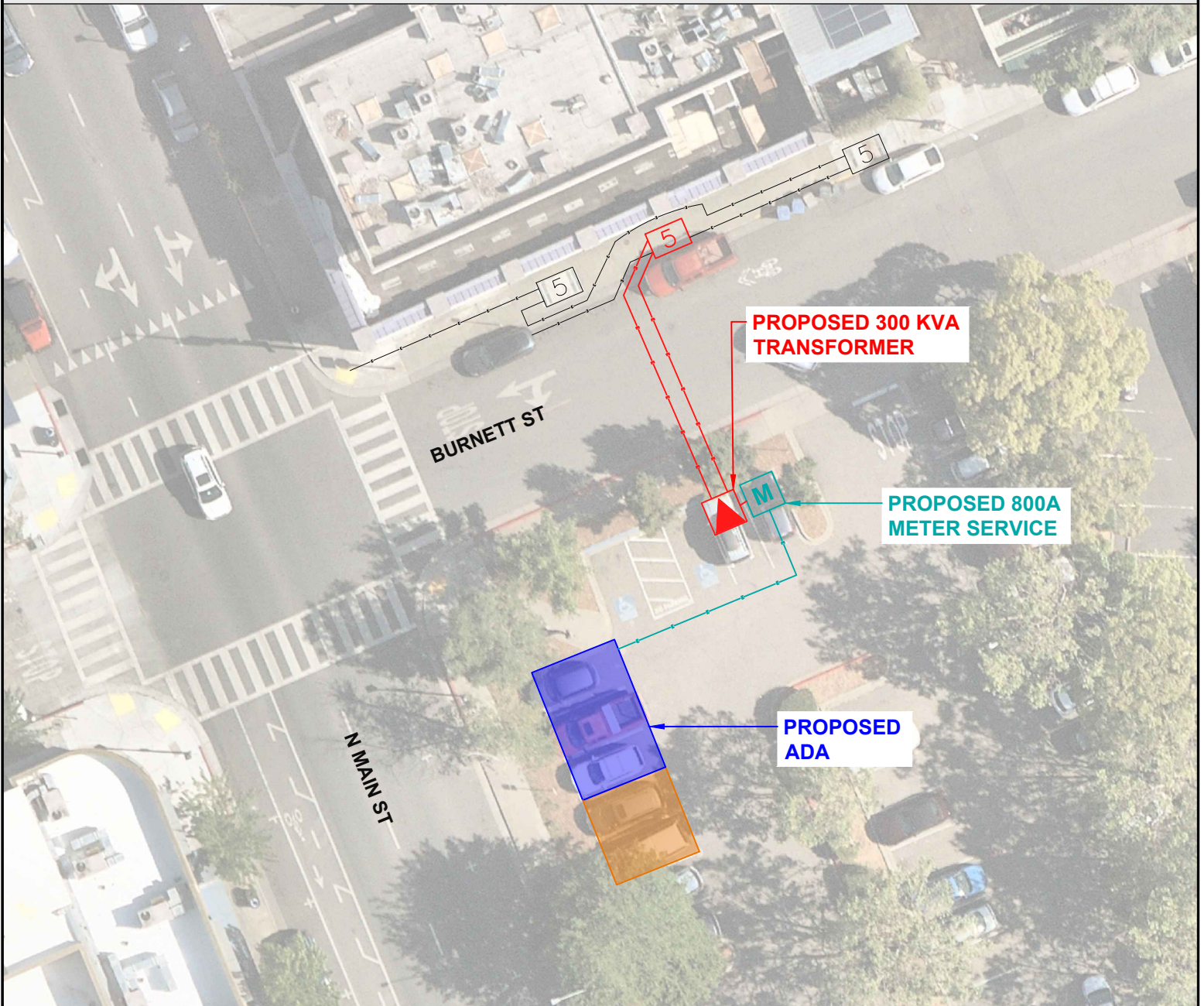
Term, unless otherwise agreed by PG&E and Carbon Solutions Group, PG&E shall transfer the Supporting Infrastructure to Carbon Solutions Group, and Carbon Solutions Group shall assume responsibility for maintenance of the Supporting Infrastructure. PG&E shall have no obligation to maintain the Supporting Infrastructure after the Support Term.

3. Carbon Solutions Group shall be the Site Host's point of contact for all issues, questions, or concerns relating to the construction, operation, maintenance and support of the EVSE at the Site, including without limitation any issues relating to the construction phase for the Supporting Infrastructure, siting plans/layouts and required construction permits and approvals.
4. Carbon Solutions Group shall be responsible for the EVSE and all charging operations. PG&E is not responsible for the EVSE or charging operations and disclaims any liability for the operation of the EVSE.
5. The EVSE shall be made available to the general public on a non-discriminatory basis.

The foregoing is acknowledged and accepted this ____ day of _____, 20__.

[INSERT SITE HOST'S LEGAL NAME]

By:
Its:



INITIAL SITE ASSESSMENT



CONSULTANT
 Blair, Church & Flynn
 Consulting Engineers
 4821 Clovis Avenue,
 Suite 200
 Clovis, California 93612
 Tel (559) 325-1499
 Fax (559) 325-0299



DRAWN BY: ALBERT CARDIEL

CHECKED BY: CASSIE BURGER

DATE: 09-19-2022

Agenda Item Number 13

SHEET NO. 1

OF 1 SHEETS