



EVgo Services LLC
11390 West Olympic Blvd., Suite 250
Los Angeles, CA 90064

February 22, 2017

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
Attn: Arocles Aguilar, General Counsel
Ryan Dulin, Deputy Executive Director

Re: Second Amendment to Settlement Agreement

Dear Ms. Aguilar and Mr. Dulin:

Enclosed please find the Second Amendment to Long-Term Contract Settlement and Release of Claims Agreement dated February 22, 2017 (the "Second Amendment"). Capitalized terms used but not defined in this letter (this "Letter") shall have the meaning set forth for such terms in that certain Long-Term Contract Settlement and Release of Claims Agreement dated as of April 27, 2012 (as amended, the "Settlement Agreement"), by and among the California Public Utilities Commission ("CPUC"), and Dynegy Power Marketing, LLC ("DPMI"), Cabrillo Power I LLC ("Cabrillo Power"), El Segundo Power, LLC ("El Segundo Power"), and Long Beach Generation LLC ("Long Beach Generation") (each of DPMI, Cabrillo Power, El Segundo Power and Long Beach Generation a "Dynegy Party" and, collectively, the "Dynegy Parties").

When accepted by the CPUC, this Letter is intended to memorialize the approval by the Parties of the Second Amendment, and to comply with the terms of Section D.2 of the First Amendment to the Settlement Agreement permitting the Parties to make further changes to the Settlement Agreement by letter agreement, provided that such changes do not materially reduce the aggregate dollar amount of the commitment to the EV Charging Station Project.

[Signature page follows]



EVgo Services LLC
11390 West Olympic Blvd., Suite 250
Los Angeles, CA 90064

If the enclosed Second Amendment properly evidences the Parties' intent, please indicate the CPUC's approval in the space provided below.

Very truly yours,

David Schembri
Chief Executive Officer, EVgo Services LLC

Enclosure

Acknowledged and agreed this ____ day of February, 2017:

California Public Utilities Commission

By: _____

Name: Tim Sullivan

Title: Executive Director



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Los Angeles, CA 90064

If the enclosed Second Amendment properly evidences the Parties' intent, please indicate the CPUC's approval in the space provided below.

Very truly yours,

David Schembri
Chief Executive Officer, EVgo Services LLC

Enclosure

Acknowledged and agreed this 22 day of February, 2017:

California Public Utilities Commission

By: 

Name: Tim Sullivan

Title: Executive Director

**SECOND AMENDMENT
TO
LONG-TERM CONTRACT SETTLEMENT
AND RELEASE OF CLAIMS AGREEMENT**

This SECOND AMENDMENT (this "Amendment"), effective as of February 22, 2017, amends that LONG-TERM CONTRACT SETTLEMENT AND RELEASE OF CLAIMS AGREEMENT dated as of April 27, 2012 (as amended by that First Amendment dated as of October 27, 2015, the "Settlement Agreement") by and among the California Public Utilities Commission ("CPUC"), on the one hand, and Dynegy Power Marketing, LLC ("DPMI"), Cabrillo Power I LLC ("Cabrillo Power"), El Segundo Power, LLC ("El Segundo Power"), and Long Beach Generation LLC ("Long Beach Generation") (each of DPMI, Cabrillo Power, El Segundo Power and Long Beach Generation a "Dynegy Party," and collectively, the "Dynegy Parties"), on the other hand. All capitalized terms not defined herein shall have the meanings given to them in the Settlement Agreement.

RECITALS

A. The Settlement Agreement resolved claims between the CPUC and Dynegy Parties related to the rates, terms and conditions of the March 2, 2001 System Contingent Capacity Purchase and Sales Agreement between the California Department of Water Resources and Dynegy Power Marketing Inc.

B. Subsequent to the FERC's approval of the Settlement Agreement on November 5, 2012, NRG EV Services LLC began implementing the provisions of the settlement. NRG EV Services LLC changed its name to EVgo Services LLC as of June 17, 2016, and continues to implement the provisions of the settlement through its relationship with NRG.

C. In order to increase the public benefits of the Settlement Agreement, preserve the balance for market competitors, and remove impediments to implementation of the EV charging infrastructure, the Parties amended and supplemented the terms of the Settlement Agreement by the First Amendment dated October 27, 2015, and approved by FERC on February 24, 2016.

D. In order to further extend the public benefits of the Settlement Agreement and in an effort to more effectively bring the benefits of electric vehicles to the multi-family segment, the parties desire to further amend the Settlement Agreement as set forth herein. Except as specifically modified and amended herein, all of the terms and conditions of the Settlement Agreement (as previously amended) remain in full force and effect.

A. Freedom Station – Extension of Operating Period, Permitted Equipment, Definition of DC Fast Charger and Single-Use Pricing.

1. *Extension of Operating Period.* The parties agree that the NRG Fixed Operating Cost Period, as defined in Section 4(b)(i)(1) of the Settlement Agreement, is hereby extended from December 5, 2017 to December 5, 2020, providing an additional three (3) required years of operation of the Public Charging Ecosystem. NRG will maintain and operate the Freedom Stations throughout this extended Fixed Operating Cost Period in accordance

with Section 4(a)(vii) of the Settlement Agreement and all other provisions of the Settlement Agreement applicable to such period.

2. **Energy Storage Permitted.** As permitted under Section 4(a)(vi)(1)(I) to assure the continued reliable operation of the Freedom Station, the parties agree that a Freedom Station may include batteries and related energy storage equipment designed to reduce the peak demand of the associated DC Fast Charger(s), and all such equipment shall be eligible Freedom Station Costs.
3. **Definition of DC Fast Charger.** Section 1(u) is hereby amended to eliminate the 200A cap on the rated current of the DC electric vehicle charging equipment, as follows:
 - (u) "DC Fast Charger" means a minimum 200-450V DC electric vehicle charging equipment with a rated current not less than 30A and rated power not less than 50kW.
4. **Single-Use Pricing Cap.** Section 4(b)(iii)(2) is hereby amended and restated to provide a single-use price cap of fifteen dollars (\$15) for utilization of the Public Charging Ecosystem (Freedom Stations, but not Charging Plazas referenced below) regardless of whether charging is On-Peak or Off-Peak, as follows:
 - (2) **Single-Use Customers: Charges.** During the NRG-Fixed Operating Cost Period, customers that are not EVgo Services LLC subscribers who access the Public Charging Ecosystem and receive Single-Use Charging Services will be able to pay for such Single-Use Charging Services using a remote credit card swipe reader mechanism; *provided, further,* that the amount charged by EVgo Services LLC per single use shall be no less than seven dollars (\$7) and no more than fifteen dollars (\$15).

B. Make-Readies

1. ***Elimination of Multi-Family Housing Site Minimum Installation Requirement***
 - a. Section 4(c)(ii)(2)(B)(I) of the Settlement Agreement is hereby deleted.
 - b. Section 4(c)(ii)(2)(B)(IV) of the Settlement Agreement is hereby amended and restated as follows: "(IV) the remaining seventy-five percent (75%) of the Minimum Make-Ready Stub Count shall be installed, in any proportion at NRG's discretion, at Multi-Family Housing Sites, Workplace Sites or Public Interest Sites."
2. ***Utilization of Up To \$12.5M of Make-Readies Amount for Charging Plazas***
 - a. NRG may utilize up to \$12,500,000 of the Make-Readies Amount (the "Redirected Amount") to install, and thereafter own and operate "Charging Plazas" that meet the requirements described below. NRG hereby commits to installing at least ten (10) Charging Plazas (the "Minimum Charging Plaza Count"). In addition, the Charging Plazas will be sited to serve the potential public charging needs of residents of multi-family housing, as set forth in more detail below.

- b. Each Charging Plaza shall meet these minimum requirements:**
- (i) At least three (3) DC Fast Chargers.**
 - (ii) Support for both the CHAdeMO Standard and SAE Standard.**
 - (iii) Support for 50kW DC fast charging to service existing vehicles. As higher powered DC charging becomes commercially available, it may be included.**
- c. In addition, Charging Plazas *may* include the following equipment:**
- (i) Power capacity up to 2000A of 480V 3-phase.**
 - (ii) Level 2 charging capability.**
 - (iii) Other permitted Freedom Station Equipment detailed in Section 4(a)(vi)(1), including without limitation a customer service interface, communications devices, lighting and security elements, way-finding and branding signage, battery/energy storage systems, and other related equipment; and all installation activity, permitting and other approvals detailed in Section 4(a)(vi)(2) with respect to the Charging Plazas shall be eligible costs hereunder.**
- d. Siting and distribution of Charging Plazas:**
- (i) Charging Plazas shall be located only in the top 50% of California Public Use Microdata Areas ranked by percentage of residents in multi-family housing.**
 - (ii) The Charging Plazas will be distributed with a goal to serve drivers throughout the State of California, including in both Northern and Southern California.**
 - (iii) Other criteria for siting include: ease of accessibility, hours of public availability, safety, and proximity to where drivers live (multi-family dwellings) and/or perform day-to-day errands (shopping, restaurants).**
 - (iv) NRG shall install twenty-percent (20%) of the Charging Plazas in Public Use Microdata Areas in which the median incomes for such PUMAs are in the lowest one-third among all PUMAs in either the applicable region or in the State of California as a whole.**
- e. Bids; Contracting Practices; Employment Practices: The Bids, Contracting Practices and Employment Practices contained in Sections 4(b)(vi)(3) and 4(c)(vi)(2) shall apply to the Charging Plazas.**

- f. **Upgrade of Existing Freedom Station Sites:** NRG may, at its option, create up to five (5) Charging Plazas by upgrading existing Freedom Station sites to satisfy the Charging Plaza requirements. In such case, NRG shall allocate the entire cost of such sites (the original Freedom Station installation and equipment costs, along with Charging Plaza upgrade costs) to the Redirected Amount, and shall add back the original Freedom Station installation and equipment costs for such sites to the Freedom Station Amount. Only Freedom Station sites meeting these criteria shall be eligible: (1) site shall be located in the top 25% of California Public Use Microdata Areas ranked by percentage of residents in multi-family housing; and (2) the Freedom Station site must have above average utilization compared to all Freedom Stations.
 - g. **Charging Plaza Operating Period:** NRG will maintain and operate the Charging Plazas through the later of: (i) December 5, 2020; and (ii) two (2) years following the completion of the installation of such Charging Plazas (such completion being indicated by notice to the CPUC, provided that minimum obligations are met) (the "Charging Plaza Operating Period"). The provisions of Section 4(a)(vii) and 4(b)(ii) of the Settlement Agreement shall apply to the Charging Plazas during the foregoing operating period; for purposes of clarification, Section 4(b)(iii) (as amended herein) of the Settlement Agreement shall not apply to the Charging Plazas.
 - h. **Charging Plaza Single-Use Charges.** During the Charging Plaza Operating Period, customers that are not EVgo Services LLC subscribers who access the Charging Plazas and receive Single-Use Charging Services will be able to pay for such Single-Use Charging Services using a remote credit card swipe reader mechanism. The amount charged by EVgo Services LLC per single use shall be no more than (a) fifteen dollars (\$15) in the case of DC Fast Chargers operating at 50kW or less, or (b) twenty-five dollars (\$25) in the case of DC Fast Chargers operating at greater than 50kW.
 - i. **Charging Plaza Research Study.** NRG shall engage with a Research Partner to evaluate the extent to which the Charging Plazas are serving the multi-family segment. Such study may be commenced by NRG upon completion of the first Charging Plaza and is intended to be completed on or prior to the expiration of the Charging Plaza Operating Period. The expenses associated with such research study, not to exceed \$100,000, shall be eligible costs allocable to the Redirected Amount.
 - j. **Data and Accounting.** The data and accounting provisions in Section 4(e) of the Settlement Agreement, including, (1) Sharing of Usage Data, (2) Reports and (3) Audit shall apply to the Charging Plazas.
3. ***Up to \$2.5M of Redirected Amount for Existing Freedom Station Batteries.*** NRG may utilize up to \$2,500,000 of the Redirected Amount for the procurement and installation of batteries and related energy storage equipment for existing Freedom Station sites. Any amount allocated to such batteries and equipment shall reduce the amount available for

Charging Plazas on a dollar-for-dollar basis; and similarly, any amount allocated to Charging Plazas over \$10,000,000 shall reduce the amount allocable to such batteries and related equipment on a dollar-for-dollar basis.

4. *Adjustment to Make-Readies Requirement.* For each \$4,000 of the Redirected Amount actually spent by NRG in accordance with this Amendment, the Make-Readies Amount shall be reduced on a dollar-for-dollar basis, and the Minimum Make-Ready Stubs Count in Section 4(c)(ii)(1) of the Settlement Agreement shall be reduced by one (1).

5. *Extension of Make-Readies Installation Period to December 5, 2018.* In recognition of the additional time needed to complete the installation of the Make-Ready Stubs and the Charging Plazas contemplated by this Amendment, the parties agree that the Installation Period applicable to the Make-Ready Stubs (and Charging Plazas) is hereby extended through December 5, 2018. The foregoing extension supersedes Section 4(g)(ii)(1), (2), (3), and (4) of the Settlement Agreement regarding the end of Settlement Years 4 and 5; however, Section 4(g)(ii)(5), (6) and (7) shall continue to apply; as to 4(g)(ii)(5) and (6), the CPUC shall inform NRG of its decision (regarding cash payment or continued performance) as soon as reasonably practicable but no later than ninety (90) days after the end of Settlement Year 6.

IN WITNESS WHEREOF, this Amendment is executed as of the date first set forth above.

CPUC:

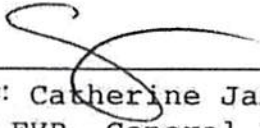
**CALIFORNIA PUBLIC UTILITIES
COMMISSION**

By: Timothy J Sullivan
Name: Timothy J Sullivan
Title: Executive Director

The Dynegy Parties:

DYNEGY POWER MARKETING, LLC

CABRILLO POWER I LLC

By: 
Name: Catherine James
Title: EVP, General Counsel and
Chief Compliance Officer

By: _____
Name:
Title:

EL SEGUNDO POWER, LLC

LONG BEACH GENERATION LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Amendment is executed as of the date first set forth above.

CPUC:

**CALIFORNIA PUBLIC UTILITIES
COMMISSION**

By: _____
Name: _____
Title: _____

The Dynegy Parties:

DYNEGY POWER MARKETING, LLC

By: _____
Name: _____
Title: _____

CABRILLO POWER I LLC

By: *J. Chiller*
Name: *John Chilleri*
Title: *President*

EL SEGUNDO POWER, LLC

By: *J. Chiller*
Name: *John Chilleri*
Title: *President*

LONG BEACH GENERATION LLC

By: *J. Chiller*
Name: *John Chilleri*
Title: *President*