

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**UNITED STATES DEPARTMENT OF ENERGY**  
**and**  
**AMERICAN PUBLIC POWER ASSOCIATION**

This Memorandum of Understanding ("MOU") is entered into this 5<sup>th</sup> day of July 2016, by and between the United States Department of Energy ("DOE") and the American Public Power Association ("APPA") (hereinafter "the Parties"). The Office of Energy Efficiency and Renewable Energy ("EERE") will serve as the program office responsible for carrying out the goals of the MOU on behalf of DOE.

**I. Purpose and Authority.**

The purpose of this MOU is to allow DOE and APPA to pursue key opportunities for collaborative action between the government and the not-for-profit, public power utility industry in order to accelerate plug-in electric vehicle (PEV) and charging infrastructure deployment. Recognizing the mutual interest in realizing the economic, environmental, safety, and national security benefits that may be achieved by the growing use of electricity as a transportation fuel, the partnership will facilitate dialogue and coordinated actions between DOE and APPA to accelerate the growth of the electric transportation market. The scope is limited to electrified transportation, primarily focused on on-road applications, but may also include non-road transportation (e.g., movement of goods) and encompasses all technology types that displace petroleum with grid-sourced electricity (e.g., all-electric vehicles, plug-in hybrids, and auxiliary power units (APU)).

DOE enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

DOE and APPA are committed to working together towards the following goals:

1. Defining and launching a federal/non-federal partnership ("EV Everywhere - Public Power Charged") between DOE and APPA, initially through this MOU, to formalize a joint effort on electric transportation, and to create an umbrella under which specific initiatives can be designed and executed.
2. Providing PEV information to support the education of public power utilities, utility board of directors, city council members, mayors, and state-level representatives regarding PEVs and associated charging infrastructure through webinars, guidebooks, and other resources so that industry leaders can jointly make informed decisions. Information will be provided in coordination with the APPA research and development program, Demonstration of Energy & Efficiency Developments (DEED).
3. Developing a PEV Community Action Plan with a specific focus on PEVs in communities with fewer than 200,000 electric customers. This would include educational resources that small and medium public power utilities and local governments could use to educate and engage customers on the benefits of PEVs.

4. Commissioning one or more third-party studies to evaluate the impacts of PEVs in public power communities. Studies could include the potential operational impacts to the electric distribution system of transportation electrification, the policy barriers to deployment of charging infrastructure, and the potential economic and environmental benefits for these communities.
5. Providing access to additional analyses and tools, leveraging industry and research data to help public power utilities examine the effectiveness of consumer education and awareness campaigns, choose locations for PEV charging infrastructure, and target critical knowledge gaps such as consumer behavior and charging needs related to transportation electrification.
6. Exploring and informing public power entities of the results of other targeted collaborative campaigns to increase PEV and charging infrastructure deployment such as PEV user experience campaigns and utility rebate programs.
7. Leverage DOE expertise and the Workplace Charging Challenge to consider developing workplace charging programs at public power utilities and prepare these utilities to assist local employers implement their own charging programs.

Further, DOE endeavors to achieve the following goals:

1. Coordinating, through the Office of Electricity Delivery and Energy Reliability (OE) and EERE, to identify opportunities for public power utilities to engage with DOE's Grid Modernization Laboratory Consortium on transportation electrification, grid integration issues and related research, development, demonstration, testing, analysis, and institutional engagement efforts.
2. Potentially obtaining APPA input regarding PEV-related policy and technical issues through avenues such as the Quadrennial Energy Review (QER), Quadrennial Technology Review (QTR), and other forums where appropriate.
3. Providing APPA members with updates on the EV-Everywhere program, and other related programs, through speaking engagements, webinars, and meetings.
4. Sharing with APPA public information regarding potential DOE funding opportunities that may be established to encourage PEVs and charging infrastructure in utility service areas to improve transportation electrification in towns and cities served by non-profit public power utilities.

## **II. Terms and Termination.**

Through this MOU, EERE and APPA agree to work together to advance each of these priorities and develop work plans to accomplish these goals. Specific work plans for the initiatives described above will be developed by the Parties and may be incorporated as addenda to this MOU.

This MOU shall remain in effect until terminated by either Party upon written notice to the other Party.

This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party, including that of a federal contractor. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOU is subject to, and will be carried out in compliance with, all applicable laws, regulations and other legal requirements.

**III. Modifications.**

This MOU may be modified by mutually acceptable written amendment duly executed by authorized officials of EERE and APPA.

**IV. Entire Agreement.**

This MOU constitutes the full and final understanding of both Parties on all subjects contained within it. All prior negotiations, understandings, and agreements are merged into this Agreement.

**V. Execution.**

The Parties have caused this MOU to be executed in duplicate originals by their duly authorized representatives and is effective on the date of the last signature below.

For the U.S. Department of Energy:

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David J. Friedman  
Acting Assistant Secretary, EERE

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Date

For APPA:

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Susan N. Kelly  
President & Chief Executive Officer  
American Public Power Association

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Date