



**REGULAR MEETING of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)  
Thursday, November 19, 2020  
6:30 pm**

**PLEASE NOTE:** for Video conference: <https://meetings.ringcentral.com/j/1480164080>

for Audio conference: dial 1-623-404-9000, or 1-773-231-9226,

then enter the Meeting ID: 148 016 4080 followed by #

You will be instructed to enter your participant ID followed by #.

**NOTE:** Please see attached document for additional detailed teleconference instructions.

*PCEA shall make every effort to ensure that its video conferenced meetings are accessible to people with disabilities as required by Governor Newsom's March 17, 2020 Executive Order N-29-20. Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed at the meeting, should contact Anne Bartoletti, Board Clerk, at least 2 working days before the meeting at [abartoletti@peninsulacleanenergy.com](mailto:abartoletti@peninsulacleanenergy.com). Notification in advance of the meeting will enable PCEA to make best efforts to reasonably accommodate accessibility to this meeting and the materials related to it.*

*If you wish to speak to the Board, please use the "Raise Your Hand" function on the Ring Central platform. If you have anything that you wish to be distributed to the Board and included in the official record, please send to [abartoletti@peninsulacleanenergy.com](mailto:abartoletti@peninsulacleanenergy.com).*

**CALL TO ORDER / ROLL CALL**

**PUBLIC COMMENT**

This item is reserved for persons wishing to address the Board on any PCEA-related matters that are as follows: 1) Not otherwise on this meeting agenda; 2) Listed on the Consent Agenda and/or Closed Session Agenda; 3) Chief Executive Officer's or Staff Report on the Regular Agenda; or 4) Board Members' Reports on the Regular Agenda. Public comments on matters not listed above shall be heard at the time the matter is called.

As with all public comment, members of the public who wish to address the Board shall be given an opportunity to do so by the Board Chair during the videoconference meeting. Speakers are customarily limited to two minutes, but an extension can be provided to you at the discretion of the Board Chair.

**ACTION TO SET AGENDA and TO APPROVE CONSENT AGENDA ITEMS**

This item is to set the final consent and regular agenda, and for the approval of the items listed on the consent agenda. All items on the consent agenda are approved by one action.

## **REGULAR AGENDA**

1. Chair Report (Discussion)
2. CEO Report (Discussion)
3. Citizens Advisory Committee Report (Discussion)
4. Audit and Finance Committee Report (Discussion)
5. Approve Resolution Delegating Authority to the Chief Executive Officer to Execute a Power Purchase Confirmation Agreement (PPA) for Renewable Supply with Shell Energy North America (US), L.P. a Delaware limited partnership, and any necessary ancillary documents. Power Delivery Term: January 1, 2021 through December 31, 2027, in an amount not to exceed \$125,000,000 (Action)
6. Approve Resolution Delegating Authority to Chief Executive Officer to Execute a Power Purchase Agreement (PPA) for Renewable Supply with Sky River Wind, LLC, a Delaware limited liability company, and any necessary ancillary documents with a power delivery term of 20 years starting at Commercial Operation on or around September 1, 2021 not to exceed \$150 million (Action)
7. Approve PCE Decision/Policy on PG&E Nuclear Allocation (Action)
8. Approve Local Government Fleets Program (Action)
9. Approve Harvest Thermal Contract for Harvest Thermal Pilot in an amount not to exceed \$250,000 (Action)
10. Review/Approve Board of Directors Meeting Schedule for 2021 (Action)
11. Review Disadvantaged Communities Green Tariff and Community Solar Green Tariff Program (Discussion)
12. Board Members' Reports (Discussion)

## **CONSENT AGENDA**

13. Approval of the Minutes for the October 22, 2020 Meeting (Action)
14. Authorize the Chief Executive Officer to Execute an Amendment to the Agreement with David Fribush to increase the contract amount by \$135,000 and to extend the term of the Agreement to June 30, 2021.

## **INFORMATION ONLY REPORTS**

- 15. Marketing and Outreach Report
- 16. Regulatory and Legislative Report
- 17. Community Energy Programs Report
- 18. Procurement Report
- 19. Resiliency Strategy Report
- 20. Financial Reports

Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the Peninsula Clean Energy office, located at 2075 Woodside Road, Redwood City, CA 94061, for the purpose of making those public records available for inspection. The documents are also available on the PCEA's Internet Web site located at: <http://www.peninsulacleanenergy.com>.

## Instructions for Joining a RingCentral Meeting via Computer or Phone

### Best Practices:

- Please mute your microphone when you are not speaking to minimize audio feedback
- If possible, utilize headphones or ear buds to minimize audio feedback
- If participating via videoconference, audio quality is often better if you use the dial-in option (Option 1 below) rather than your computer audio

### Options for Joining

- A. Videoconference with Phone Call Audio (*Recommended*) – see Option 1 below
- B. Videoconference with Computer Audio – see Option 2 below
- C. Calling in from iPhone using one-tap – see Option 3 below
- D. Calling in via Telephone/Landline – see Option 4 below

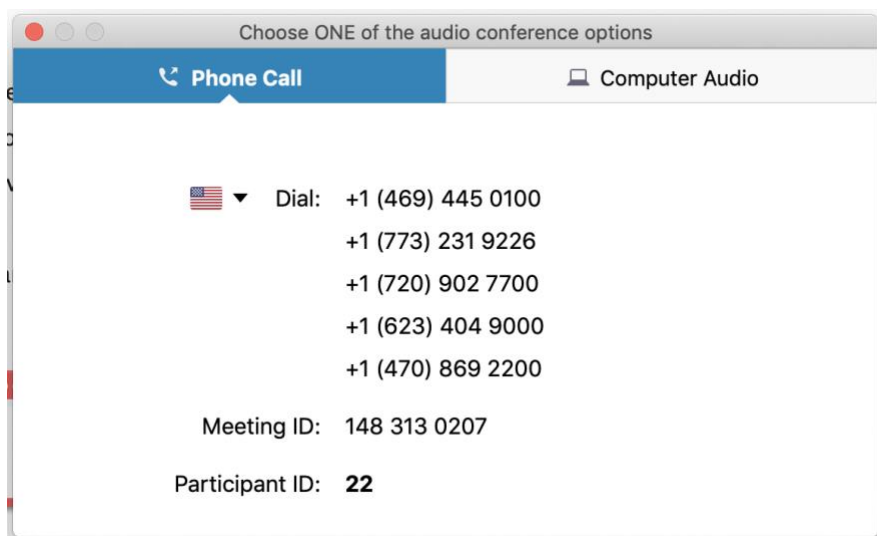
### Videoconference Options:

Prior to the meeting, we recommend that you install the RingCentral Meetings application on your computer by clicking here: <https://www.ringcentral.com/apps/rc-meetings>

If you want full capabilities for videoconferencing (audio, video, screensharing) you must download the RingCentral application.

### Option 1 Videoconference with Phone Call Audio (Recommended):

1. From your computer, click on the following link:  
<https://meetings.ringcentral.com/j/1480164080>
2. The RingCentral Application will open on its own or you will be instructed to Open RingCentral Meetings.
3. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Phone Call option at the top of the pop-up screen.

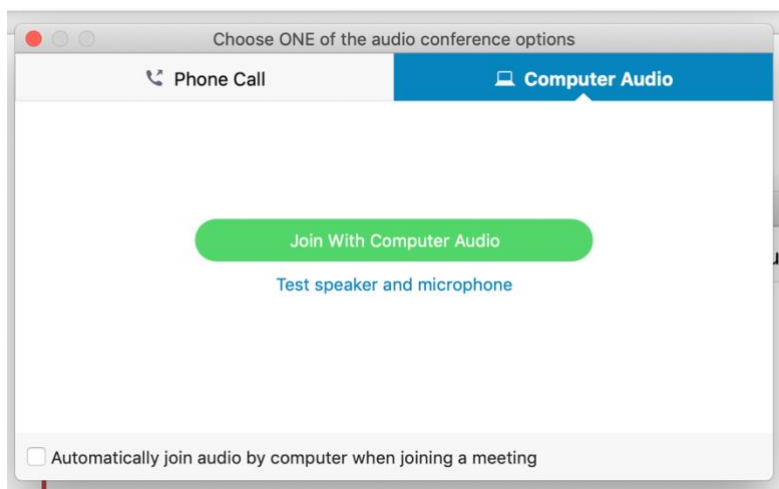


**IMPORTANT:** Please do not use the Participant ID that is in the picture to the left. Enter the Participant ID that appears on your own personal pop-up.

4. Please dial one of the phone numbers for the meeting (it does not matter which one):
  - +1 (623) 404 9000
  - +1 (469) 445 0100
  - +1 (773) 231 9226
  - +1 (720) 902 7700
  - +1 (470) 869 2200
5. You will be instructed to enter the meeting ID: **148 016 4080 followed by #**
6. You will be instructed to enter in your **Participant ID followed by #**. Your Participant ID is unique to you and is what connects your phone number to your RingCentral account.
7. After a few seconds, your phone audio should be connected to the RingCentral application on your computer.
8. In order to enable video, click on “Start Video” in the bottom left hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

### **Option 2 Videoconference with Computer Audio:**

1. From your computer, click on the following link:
2. <https://meetings.ringcentral.com/j/1480164080>
3. The RingCentral Application will open on its own or you will be instructed to Open RingCentral Meetings.
4. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Computer Audio option at the top of the pop-up screen.



5. Click the green **Join With Computer Audio** button
6. In order to enable video, click on “Start Video” in the bottom left hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

## **Audio Only Options:**

Please note that if you call in/use the audio only option, you will not be able to see the speakers or any presentation materials in real time.

### **Option 3: Calling in from iPhone using one-tap**

Click on one of the following “one-tap” numbers from your iPhone. Any number will work, but dial by your location for better audio quality:

**+1(623)4049000,,1480164080# (US West)**

+1(720)9027700,,1480164080# (US Central)

+1(773)2319226,,1480164080# (US North)

+1(469)4450100,,1480164080# (US South)

+1(470)8692200,,1480164080# (US East)

This is the call-in number followed by the meeting ID. Your iPhone will dial both numbers for you.

You will be instructed to **enter your participant ID followed by #**

If you do not have a participant ID or do not know it, you can stay on the line and you will automatically join the meeting

### **Option 4: Calling in via Telephone/Landline:**

Dial a following number based off of your location:

**+1(623)4049000 (US West)**

+1(720)9027700 (US Central)

+1(773)2319226 (US North)

+1(469)4450100 (US South)

+1(470)8692200 (US East)

You will be instructed to enter the **meeting ID: 148 016 4080 followed by #**

You will be instructed to enter your **participant ID followed by #**.

If you do not have a participant ID or do not know it, you can stay on the line and you will automatically join the meeting.



**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** November 13, 2020  
**BOARD MEETING DATE:** November 19, 2020  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority (PCE) Board of Directors  
**FROM:** Jan Pepper, Chief Executive Officer  
**SUBJECT:** CEO Report

**REPORT:**

**New feature on board memos**

You will notice that we have added an additional section in each board memo that identifies what part of the Peninsula Clean Energy strategic plan that activity supports.

**Retiring board members**

As happens every year, we have a few board members who are leaving their council seat and moving on to other activities. Those we know are leaving include Cat Carlton (Menlo Park), Wayne Lee (Millbrae), Catherine Mahanpour (Foster City), and Daniel Yost (Woodside). Big thank yous to each one of you for the huge contribution you have made to Peninsula Clean Energy!

I will be reaching out to each of the departing members about their replacements.

**PCE Staffing Update**

We are excited to announce that Kim Le will be joining Peninsula Clean Energy effective November 16 as our new Senior Manager, Data and Technology!

**Impact of COVID-19 Crisis on PCE and what we are doing**

A verbal report will be provided at the Board of Directors meeting, including changes in Peninsula Clean Energy load.

**Los Banos Integration**

PCE staff is working on the documents that need to be filed at the CPUC before December 31, 2020 that amend the PCEA Implementation Plan. The final document will be presented to the PCE Board for approval at the December board meeting.

### **Other Meetings and Events Attended by CEO**

Spoke on panel “Transformation of the California Retail Market - CCA Perspectives on Meeting Customer Demand in a Changing Wholesale Environment” on October 29 at Infocast Virtual Energy Summit

Met with Citizens Advisory Committee Equity Working Group on November 2

Met with Advisors of CPUC Commissioner Martha Guzman-Aceves and CPUC President Marybel Batjer on November 5 regarding impacts of proposed PCIA trigger and caps

Met with advisors of CPUC Commissioner Shiroma on November 12 regarding impacts of proposed PCIA trigger and caps

Met with advisors of CPUC Commissioner Cliff Rechtschaffen on November 13 regarding impacts of proposed PCIA trigger and caps

Participated in weekly and monthly CalCCA board meetings

Participated in SV5 (formerly called MAG5) meetings





**PENINSULA CLEAN ENERGY**  
**JPA Board Correspondence**

**DATE:** November 6, 2020

**BOARD MEETING DATE:** November 19, 2020

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Jan Pepper, Chief Executive Officer  
Siobhan Doherty, Director of Power Resources

**SUBJECT:** Approve resolution delegating authority to the Chief Executive Officer to execute a Power Purchase Confirmation Agreement (PPA) for Renewable Supply from the Voyager Wind project with Shell Energy North America (US), L.P. a Delaware limited partnership, and any necessary ancillary documents. Power Delivery Term: January 1, 2021 through December 31, 2027, in an amount not to exceed \$125,000,000 (Action)

**RECOMMENDATION:**

Approve resolution delegating authority to the Chief Executive Officer to execute a Power Purchase Confirmation Agreement (PPA) for Renewable Supply with Shell Energy North America (US), L.P. a Delaware limited partnership, and any necessary ancillary documents. Power Delivery Term: January 1, 2021 through December 31, 2027, in an amount not to exceed \$125,000,000 (Action)

**BACKGROUND:**

The Board set a goal for Peninsula Clean Energy to procure 100% of its energy supply from renewable energy by 2025. To meet this goal, Peninsula Clean Energy will need to procure significant amounts of wind energy. Wind energy in California is in limited supply and there is strong competition for wind resources.

Voyager Wind is an existing approximately 130 MW wind project located in Tehachapi, CA. The project is under long-term contract with Shell Energy North America (SENA). Peninsula Clean Energy will execute a contract with SENA for half of the project's output. The contract will start January 1, 2021 and continue for seven years through December 31, 2027. The project's output represents approximately 6% of Peninsula Clean Energy load. Through the contract, Peninsula Clean Energy will receive the

energy, renewable energy credits, resource adequacy benefits and all other environmental benefits and ancillary services. SENA will be the project's scheduling coordinator with input from Peninsula Clean Energy.

In spring 2020, Peninsula Clean Energy shortlisted SENA in a RFO for short term PPAs of 1 – 7 years. Peninsula Clean Energy received a limited number of offers and the Voyager Wind project was the most competitive. This is an attractive project due to its strong renewable profile that complements other resources in Peninsula Clean Energy's portfolio, and competitive price.

### **DISCUSSION:**

The Strategic Plan approved by the Board earlier in 2020 set Peninsula Clean Energy's Priority One to "design a power portfolio that is sourced by 100% carbon free energy<sup>1</sup> by 2025 that aligns supply and consumer demand on a 24x7 basis". Wind generation will play a key role in meeting Peninsula Clean Energy's renewable energy goals. Currently, Peninsula Clean Energy only has one PPA with wind projects beyond 2023 and there are very few wind projects available to procure in California because the majority are already under contract, and most of the ideal wind locations are already developed. In the recently completed RFO process, of the 29 projects received, only six were for wind resources.

Staff evaluated the Voyager wind project against other wind proposals that Peninsula Clean Energy received through a competitive solicitation earlier in the year and the Voyager Wind price was among the most competitive. Additionally, Voyager has a generation portfolio that complements Peninsula Clean Energy's load needs and is already operating, so the contract can start on January 1, 2021.

### **FISCAL IMPACT:**

The fiscal impact of the Voyager Wind project will not exceed \$125 million over the 7-year term of the agreement.

### **STRATEGIC PLAN:**

The Voyager Wind PPA supports the following objectives and key tactics in Peninsula Clean Energy's Strategic Plan:

- **Priority 1:** Design a power portfolio that is sourced by 100% carbon free energy<sup>2</sup> by 2025 that aligns supply and consumer demand on a 24x7 basis.
- **Power Resources Goal 1:** Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates

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<sup>1</sup> Carbon Free = California RPS-eligible renewable energy, excluding biomass, that can be scheduled by Peninsula Clean Energy on an hourly basis.

<sup>2</sup> Carbon Free = California RPS-eligible renewable energy, excluding biomass, that can be scheduled by Peninsula Clean Energy on an hourly basis.

- **Objective A -- Low Cost and Stable Power:** Develop and implement power supply strategies to procure low-cost, reliable power.
  - **Key Tactic 4:** Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates
- **Objective -- B Clean Power:** Design a diverse power portfolio that is 100% carbon-free by 2021; and is 100% carbon-free by 2025 that aligns supply and consumer demand on a 24 x 7 basis.
  - **Key Tactic 2:** Secure additional contracts for renewable energy procurement in alignment with strategies and portfolio identified through IRP process and in compliance with risk management strategy

# **RESOLUTION**

**PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF  
CALIFORNIA**

\* \* \* \* \*

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE A POWER PURCHASE CONFIRMATION AGREEMENT FOR  
RENEWABLE SUPPLY FROM THE VOYAGER WIND PROJECT WITH SHELL  
ENERGY NORTH AMERICA (US), L.P., A DELAWARE LIMITED PARTNERSHIP,  
AND ANY NECESSARY ANCILLARY DOCUMENTS WITH A POWER DELIVERY  
TERM FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2027, IN AN  
AMOUNT NOT TO EXCEED \$125 MILLION.**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

**WHEREAS**, the Peninsula Clean Energy Authority (“Peninsula Clean Energy”) was formed on February 29, 2016; and

**WHEREAS**, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

**WHEREAS**, Peninsula Clean Energy is purchasing energy, renewable energy, carbon-free energy, and related products and services (the “Products”) to supply its customers; and

**WHEREAS**, consistent with its mission of reducing greenhouse gas emissions by expanding access to sustainable and affordable energy solutions, Peninsula Clean Energy seeks to execute a power purchase agreement (PPA) with Shell Energy North America (US), L.P. (“Contractor”), to procure half of the output of the approximately 130 MW Voyager Wind project for a seven year term starting January 1, 2021, based on Contractor’s desirable offering of products, pricing, and terms; and

**WHEREAS**, staff is presenting to the Board for its review the PPA, reference to which should be made for further particulars; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned PPA and any other ancillary documents required for said purchase of power from the Contractor.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to:

Execute the Power Purchase Confirmation Agreement and any ancillary documents with the Contractor with terms consistent with those presented, in a form approved by the General Counsel; and for a power delivery term of up to seven years, in an amount not to exceed \$125 million.

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**PENINSULA CLEAN ENERGY**  
**JPA Board Correspondence**

**DATE:** November 6, 2020

**BOARD MEETING DATE:** November 19, 2020

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Jan Pepper, Chief Executive Officer  
Siobhan Doherty, Director of Power Resources

**SUBJECT:** Approve Resolution Delegating Authority to Chief Executive Officer to Execute a Power Purchase Agreement (PPA) for Renewable Supply with Sky River Wind, LLC, a Delaware limited liability company, and any necessary ancillary documents with a power delivery term of 20 years starting at Commercial Operation on or around September 1, 2021 not to exceed \$150 million.

**RECOMMENDATION:**

Approve Resolution Delegating Authority to Chief Executive Officer to Execute a Power Purchase Agreement (PPA) for Renewable Supply with Sky River Wind, LLC, a Delaware limited liability company, and any necessary ancillary documents with a power delivery term of 20 years starting at Commercial Operation on or around September 1, 2021 not to exceed \$150 million.

**BACKGROUND:**

The Board set a goal for Peninsula Clean Energy to procure 100% of its energy supply from renewable energy by 2025. To meet this goal, Peninsula Clean Energy will need to procure significant amounts of wind energy. Wind energy in California is in limited supply and there is strong competition for wind resources.

Sky River Wind is a 60 MW repowered wind facility in Tehachapi, CA. Peninsula Clean Energy will execute a contract for approximately half of the project's output. Bay Area Rapid Transit (BART) has already executed a power purchase agreement (PPA) for the other half. The project is being developed by Next Era Energy and is expected to start operating in September 2021. In August 2020, the project developer for Sky River Wind

approached staff about a bilateral contract for the project's output. Sky River is an attractive project due to strong renewable profile that complements other resources in Peninsula Clean Energy's portfolio, and competitive price. Additionally, because it is a repowered project the environmental footprint is more limited than new projects.

There is strong demand for wind projects in California, therefore staff decided to move forward with this project through the bilateral negotiation process or risk missing the opportunity due to the increasing wind procurement demand from other load serving entities.

### **DISCUSSION:**

The Strategic Plan approved by the Board earlier in 2020 set Peninsula Clean Energy's Priority One to "design a power portfolio that is sourced by 100% carbon free energy<sup>1</sup> by 2025 that aligns supply and consumer demand on a 24x7 basis". Wind generation will play a key role in meeting Peninsula Clean Energy's renewable energy goals. Currently, Peninsula Clean Energy only has one PPA with wind projects beyond 2023 and there are very few wind projects available to procure in California because the majority are already under contract and most of the ideal wind locations are already developed. In the recently completed RFO process, of the 29 projects received, only six were for wind resources.

Staff evaluated the Sky River wind project against other wind proposals that Peninsula Clean Energy received through a competitive solicitation earlier in the year and the Sky River price was among the most competitive. Additionally, Sky River has a generation portfolio that complements Peninsula Clean Energy's load needs and is at an advanced stage of development so that the project is expected to start operating in late 2021.

Under the PPA, Peninsula Clean Energy is contracting for approximately 30 MW of capacity from specified wind turbines. Peninsula Clean Energy will have full control over how the generation is bid and scheduled into the market. The PPA term is 20 years and will count towards Peninsula Clean Energy's goal for long-term and additional contracts. The project's output represents approximately 3% of Peninsula Clean Energy load. Through the contract, Peninsula Clean Energy will receive the energy, renewable energy credits, resource adequacy benefits and all other environmental benefits and ancillary services.

In October 2020, staff met with a subset of Board members twice to discuss the project. The developer would not commit to executing a project labor agreement or commit to using union labor to construct the project. This was based on the advanced development status of the project, the advanced status of the construction contract and the required timeline for the project to start operations with BART. The majority of Board members recommended moving forward with this PPA given the small size of the project, the

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<sup>1</sup> Carbon Free = California RPS-eligible renewable energy, excluding biomass, that can be scheduled by Peninsula Clean Energy on an hourly basis.

competitive pricing, the competitive nature of wind projects, and the advanced development stage of the project.

We recommend that the Board approve the Sky River Wind PPA.

**FISCAL IMPACT:**

The fiscal impact of the Sky River Wind project will not exceed \$150 million over the 20-year term of the agreement.

**STRATEGIC PLAN:**

The Sky River Wind PPA supports the following objectives and key tactics in Peninsula Clean Energy's strategic plan:

- Priority 1: Design a power portfolio that is sourced by 100% carbon free energy<sup>2</sup> by 2025 that aligns supply and consumer demand on a 24x7 basis
- Power Resources Goal 1: Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates
  - Objective A Low Cost and Stable Power: Develop and implement power supply strategies to procure low-cost, reliable power.
    - Key Tactic 4: Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates
  - Objective B Clean Power: Design a diverse power portfolio that is 100% carbon-free by 2021; and is 100% carbon-free by 2025 that aligns supply and consumer demand on a 24 x 7 basis.
    - Key Tactic 2: Secure additional contracts for renewable energy procurement in alignment with strategies and portfolio identified through IRP process and in compliance with risk management strategy

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<sup>2</sup> Carbon Free = California RPS-eligible renewable energy, excluding biomass, that can be scheduled by Peninsula Clean Energy on an hourly basis.



## **RESOLUTION**

### **PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE A POWER PURCHASE AGREEMENT FOR RENEWABLE SUPPLY  
WITH SKY RIVER WIND, LLC AND ANY NECESSARY ANCILLARY DOCUMENTS  
WITH A POWER DELIVERY TERM OF TWENTY YEARS, IN AN AMOUNT NOT TO  
EXCEED \$150 MILLION.**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

**WHEREAS**, the Peninsula Clean Energy Authority (“Peninsula Clean Energy”) was formed on February 29, 2016; and

**WHEREAS**, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

**WHEREAS**, Peninsula Clean Energy is purchasing energy, renewable energy, carbon-free energy, and related products and services (the “Products”) to supply its customers; and

**WHEREAS**, consistent with its mission of reducing greenhouse gas emissions by expanding access to sustainable and affordable energy solutions, Peninsula Clean Energy seeks to execute a power purchase agreement (PPA) with Sky River Wind, LLC

(Contractor) for \$150 million, to procure approximately 30 MW of wind power from the Sky River Wind project for a twenty year term starting in approximately September 1, 2021, based on its desirable offering of products, pricing, and terms; and

**WHEREAS**, staff is presenting to the Board for its review the Power Purchase Agreement, reference to which should be made for further particulars; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned Power Purchase Agreement and any other ancillary documents required for said purchase of power from the Contractor.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to:

Execute the Power Purchase Agreement and any ancillary documents with the Contractor with terms consistent with those presented, in a form approved by the General Counsel; and for a power delivery term of up to twenty years, in an amount not to exceed \$150 million.

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**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** Nov. 6, 2020  
**BOARD MEETING DATE:** Nov. 19, 2020  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Jan Pepper, Chief Executive Officer, Peninsula Clean Energy  
Rafael Reyes, Director of Energy Programs

**SUBJECT:** Approve Local Government Fleets Program

**RECOMMENDATION**

Approve the Local Government Fleets Program for a total of \$900,000 over three years.

This memo and program expenditure was reviewed by the Executive Committee and is recommended for approval.

**BACKGROUND**

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions in San Mateo County and California's goal is to be carbon neutral by 2045, which PCE aims to support through investment in local community programs. In support of this effort, the Board approved the PCE Program Roadmap in September 2018, which identifies programs for 2019 and beyond to include transportation electrification measures, such as new and used vehicle purchase incentives, a multi-year electric vehicle (EV) infrastructure program, fleets, and new and shared mobility.

Transportation emissions are the most significant challenge to deep decarbonization in San Mateo County. These on-road emissions account for 61% of direct emissions within the County and are still increasing. Approximately 40% of transportation emissions are from local commercial, rental, and government fleets that range from light-duty passenger vehicles to heavy-duty trucks.

## **DISCUSSION**

The proposed Fleets Program focuses on three areas to help public agencies transition to electric vehicles: technical assistance, gap funding, and a vehicle-to-building bidirectional power demonstration project.

To support public agencies in the planning process, the proposed Fleets Program would develop a robust technical assistance offering, estimated to cost up to \$350,000 total over three years. This will consist of new resources for local fleets, such as a total cost of ownership (TCO) calculator that factors in PCE's electricity rates for fleet managers to create fuel-cost estimates, shows the business case for EVs, and outlines the implications of various charging infrastructure options and benefits of managed charging. Workshops, trainings, and vehicle demonstration events will also be planned for local agency fleets in coordination with partnerships such as the Silicon Valley Clean Cities Coalition. Whenever available and useful for local fleets, the PCE program will utilize or build upon existing resources, such as the City of Fremont's Fleet Electrification Study,<sup>1</sup> which provides guidance on "EV First" policies and other best practices, and the Climate Mayors Electric Vehicle Purchasing Collaborative<sup>2</sup>, which provides procurement streamlining options for public agencies.

In addition to generally available resources to help guide fleet transition planning, in-depth technical assistance will be available for 1-2 projects per year that need hands-on help to replace several vehicles at once. Local agency fleet staff often lack the bandwidth or technical expertise to handle these projects, so the technical consulting in the proposed Fleets Program would help fleets that are interested in transitioning to EVs but are otherwise unable to execute these projects on their own by guiding them through the entire process from planning to closeout. This custom technical assistance will help fleets with project planning including, infrastructure cost estimates and design, grant application assistance (when relevant), specification guidance for procurement or piggybacking assistance, construction management, and EV charging setup and energy management controls. PCE would release an RFP to select the consulting team to provide these technical assistance services.

The proposed Fleets Program includes a funding component of up to \$300,000 over three years. These funds are intended to be stacked on existing funding opportunities such as the Hybrid and Zero-Emissions Truck and Bus Voucher Incentive Program (HVIP), the Bay Area Air Quality Management District and other vehicle incentives, and PG&E's EV Fleets Program. The funds will be first-come, first-served to eligible fleets (outlined in further detail below) and can be used for EV charging, the incremental cost of an EV and gas vehicle replacement, installation costs, and energy management subscriptions. Agencies are expected to utilize available state or local funding first, and the PCE funds would be used to fill in the remaining gaps needed to make a project work. Funds used for stacking will be identified in the application process or through PCE's hands-on technical assistance work. The amount of funding from PCE will be made available based

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<sup>1</sup> <https://evfleet.tools/>

<sup>2</sup> <https://driveevfleets.org/>

on the scope of the project not already covered by existing rebates and incentives, as outlined in the table immediately below. Local agencies will be able to access up to 25% of unfunded project scope or \$25,000 regardless of project size. School districts will have access to up to 50% or \$50,000 for projects whose unfunded scope is less than \$100,000 and up to 50% or \$100,000 for projects whose unfunded project scope is more than \$100,000. Between 1-4 projects would receive funding per year, depending on the project scope and funding amount.

**PCE Funding Availability per Project:**

| Unfunded Project Scope | Local Agencies                                     | Schools   |
|------------------------|--|---|
| <\$100K                | Up to 25% or \$25K per project (whichever is less) | Up to 50% or \$50K per project (whichever is less)  |
| >\$100K                |  | Up to 50% or \$100K per project (whichever is less) |

To qualify for either the in-depth technical assistance or funding, fleets must meet a few eligibility requirements. First, they must be a PCE customer who is a public agency or public-school district. Second, they must commit to replacing at least 5 vehicles per project site (with an exception for schools) to focus efforts on projects with higher impact. The 5-vehicle minimum also aligns with PG&E's EV Fleets Program, allowing for possible stacking with that program in which PG&E facilitates the in front of the meter installation components and PCE assists in funding the behind the meter installation components and vehicle replacement planning. Finally, agencies must delegate their access to Low Carbon Fuel Standard (LCFS) credits to PCE for reinvestment in future PCE EV programming, as allowed for in CARB regulations. All EV types from light duty to heavy duty would be eligible for participation in this program.

The final component of the proposed Fleets Program is a Vehicle-to-Building Resiliency Demonstration Project, with up to \$250,000 in project funding. This project is designed to demonstrate the potential benefits of fleet electrification in emergency situations such as Public Safety Power Shut Offs by allowing the vehicles to provide power to a critical facility through a bi-directional EV charging station. This component would include a detailed feasibility analysis to outline the technical elements and associated costs with the project, the procurement of 1-2 EVs that are capable of bi-directional charging such as the Nissan Leaf and EV charging stations that are capable of bi-directional charging, installation at one critical facility, and an evaluation. This demonstration would be in coordination with PCE's existing solar and storage effort at local critical facilities and provides additional value by showcasing how EVs can augment existing solar and battery storage to enhance the power available in emergencies.

**FISCAL IMPACT:**

Up to \$900,000 over 3 years (Fiscal Year 2020-2021 through Fiscal Year 2022-2023) for Fleets Program. The proposed program budget is within the forecasted budget for Community Energy Programs and Peninsula Clean Energy overall.

# **RESOLUTION**

## **PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

### **RESOLUTION APPROVING PUBLIC AGENCY FLEET PROGRAM IN THE AMOUNT OF \$900,000 OVER THREE YEARS**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

**WHEREAS**, PCE was formed on February 29, 2016; and

**WHEREAS**, PCE has as a strategic objective supporting the decarbonization of San Mateo County; and

**WHEREAS**, public agency fleets are a source of greenhouse gasses and significant source of exposure to vehicles; and

**WHEREAS**, public agencies have an interest in electrifying their fleets to implement climate action plan measures; and

**WHEREAS**, public agencies face significant challenges purchasing electric vehicles and implementing associated charging systems; and

**WHEREAS**, electrifying all powered modes of transportation to reduce greenhouse gasses is part of PCE's program roadmap as approved by this Board.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board approves the allocation of \$900,000 over three years for a public agency fleet program.

\* \* \* \* \*



**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** November 13, 2020

**BOARD MEETING DATE:** November 19, 2020

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Executive Committee

**FROM:** Jan Pepper, Chief Executive Officer, Peninsula Clean Energy  
Rafael Reyes, Director of Energy Programs

**SUBJECT:** Building Electrification Programs – Harvest Thermal Pilot Contract

**RECOMMENDATION**

Board approval of the Contract with Harvest Thermal for up to \$250,000 for a pilot project.

**BACKGROUND**

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. California's goal is to be carbon neutral by 2045 and PCE aims to support the County in meeting that goal through investment in local community programs. Natural gas usage in buildings accounts for 20% of directly inventoried GHG emissions in the County; however, it may be nearly double that amount when accounting for methane leakage in the gas supply chain. Electrifying all new and existing buildings will be necessary to achieve the carbon neutral goal.

In September 2018, the Board approved the PCE Program Roadmap, which identifies programs for 2019 and beyond to include measures on building electrification. In January 2019, the Board approved a technical assistance program for local governments for the development of local building codes, or "reach codes", to deliver increased electric vehicle (EV) readiness and all-electric buildings in new construction. In January 2020, the Board approved: (1) an extension and enhancement of the technical assistance program for new construction, and (2) a new building electrification consumer awareness program, for a combined total of \$650,000.

In May 2020, the Board approved a four-year \$6.1 million Existing Building Electrification plan for existing buildings covering appliance incentives, a turnkey low-income program



and supporting program elements including innovation pilots, administration and other needs. The initial programs approved as part of the Existing Building Electrification plan are:

**1. Heat Pump Water Heater Program**

This program will provide an incentive to customers in single family homes to replace gas water heaters with an electric heat pump water heater (HPWH). For funding leverage, customer clarity, and ease of administration, the PCE HPWH program will be integrated with the existing BayREN Home+ Program. The Home+ program is administered by national consultancy CLEAResult, which PCE executed a contract with following Board approval in June 2019. This program is anticipated to launch January 2021.

**2. Low Income Healthy Home & Electrification Program**

This program will provide no-cost home repairs and upgrades, energy efficiency, and electrification measures to low-income single-family homes. PCE currently has an open Request for Proposals to select the implementer for this program. The contract for the selected implementer would be brought to the Board at a later date.

**3. Harvest Thermal Technology Pilot**

This program would pilot a new innovative technology from Harvest Thermal Inc. that combines residential space and water heating into a unified heat pump electric system with a single water storage tank to potentially enable electrification at a lower capital and operating cost than undertaking two separate retrofits. The program and contract are described in more detail in the discussion section below.

## **DISCUSSION**

Staff is seeking approval by the Board on the contract with Harvest Thermal to execute pilot project for combined space and water heating technology.

This program would pilot a new innovative technology from Harvest Thermal Inc., a Bay Area-based startup, that combines residential space and water heating into a unified heat pump electric system with a single water storage tank. The benefits include both 1) lowering installation costs compared to retrofits for separate water and space heating systems, and 2) load shifting of both water and space heating loads, a feature not currently available with conventional space heating systems. Total equipment and installation costs for a separate water heater and space conditioning heat pump can range from \$21,000 to \$28,000 for existing homes while the combined Harvest Thermal technology installed costs are anticipated to range from \$15,000 to \$20,000. The load shifting feature of the Harvest Thermal technology will enable lower on-bill costs and can provide alignment with renewable electric generation. The company has already deployed functioning prototypes in several homes in the Bay Area and has recently won both National Science Foundation and California Energy Commission grants.

Harvest Thermal was identified as a promising opportunity following outreach to PCE by the Harvest Thermal CEO and senior staff. PCE staff assessed the technology informally,

drawing on their experience in the cleantech sector and looking at several considerations: a) objectives of the technology and potential impact within PCE's roadmap (high), b) whether there were known competitors (none known), c) experience of the Harvest leadership team (high), and d) vetting by other entities (National Science Foundation and California Energy Commission). PCE staff has discussed and outlined developing a more formal innovation program with defined scouting and assessment functions. The innovation program could include added staff.

This pilot would enable further development of the technology and target installing the Harvest Thermal technology in up to five single family homes in San Mateo County, at no cost to the homeowner. The selected homes will be based on those most optimal to allow assessing the technology under relatively optimal conditions as compared to assessing a wider variety of conditions. Similarly, homeowner commitment and readiness will also be key factors.

To find and select the homes, PCE and Harvest would jointly define optimal pilot site characteristics and establish an outreach plan to reach prospective homes. Optimal pilot site characteristics may include homes of a certain type, size, age, and energy use patterns. Additionally, homeowner's level of interest in the technology and commitment to ensuring the installation is completed within the requested timeframe would also be taken into account. Lastly, to focus the assessment of the pilot on the technology performance alone, homes with optimal conditions, such as homes that are already energy efficient and would not require significant home retrofits to accommodate the technology installation, would be prioritized. Once the pilot selection criteria is finalized, PCE and Harvest would conduct targeted outreach to find prospective homes. This may include working with Home Energy Analytics to identify San Mateo County homes with optimal home conditions for the pilot. PCE worked with Home Energy Analytics as part of the 2019 pilot on home electrification. Depending on the number of homes that express interest, Harvest would screen interested prospects, which may include doing interviews to find out more details about the home and homeowner, and recommend for participation specific homes to move forward with the project.

The project would also include an independent third-party assessment of its cost, home resident temperature comfort, and emissions reductions performance for at least twelve months after installation. Lastly, if the pilots are successful and offered commercially, Harvest Thermal would provide the product at a discount to initial customers in San Mateo County.

It is important to note that technology pilots with pre-commercial technology such as Harvest Thermal necessarily include a number of risks which differ from conventional programs with commercialized technology. The most notable risks are technology failure and the company going out of business. The legal agreements will insulate PCE from liabilities but either of these occurrences could result in unsuccessful or mixed outcomes. However, by executing the pilot the benefits include: a) fostering a technology that may be extremely helpful in achieving PCE objectives, b) developing valuable expertise and relationships, and c) acceleration of beneficial results for PCE and our customers.

The proposed contract for the pilot project with Harvest Thermal is for up to \$250,000 for 2.5 years. If approved, PCE would also execute a separate contract with an independent measurement and verification consultant not to exceed \$50,000, for a total project budget of \$300,000.

PCE staff recommends approval of the contract with Harvest Thermal, Inc. in a form substantially similar to the attached.

## **RESOLUTION**

### **PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

#### **RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE AN AGREEMENT WITH HARVEST THERMAL, INC. TO IMPLEMENT A HEAT PUMP TECHNOLOGY PILOT AN AMOUNT NOT TO EXCEED \$250,000 OVER THREE YEARS**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

**WHEREAS**, PCE was formed on February 29, 2016; and

**WHEREAS**, reducing greenhouse gasses to reduce the adverse public wellbeing and economic impacts of climate change is an organizational priority for PCE; and

**WHEREAS**, natural gas usage in buildings accounts for 20% of directly inventoried GHG emissions within the County; and

**WHEREAS**, PCE provides low-carbon electricity that can power appliances for all building needs; and

**WHEREAS**, facilitating the replacement of natural gas appliances, such as water heaters and space heaters, with electric appliances in existing buildings to reduce greenhouse gasses is part of PCE's program roadmap approved by the Board; and

**WHEREAS**, Harvest Thermal, Inc. has a technology that combines residential space and water heating into a united heat pump electric system with a single water storage tank; and

**WHEREAS**, this technology has the potential of lowering installation costs compared to retrofits for separate water and space heating systems and has load shifting capabilities not currently available in conventional space heating systems; and

**WHEREAS**, the PCE Board approved \$6,100,000 over four years for an existing building electrification plan in May 2020, which included a technology pilot with Harvest Thermal; and

**WHEREAS**, this pilot would enable further development of the technology and installation of the technology in up to five San Mateo County homes to assess its performance and suitability for wider market deployment; and

**WHEREAS**, PCE staff and Harvest Thermal, Inc. have negotiated and agreed on the core terms of an agreement to be effective from approximately November 2020 through July 2023 in an amount not to exceed \$250,000;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to finalize and execute the agreement with Harvest Thermal, Inc. in an amount not to exceed \$250,000 in a form approved by the General Counsel.

\* \* \* \* \*

# **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND HARVEST THERMAL, INC.**

This Agreement is entered into this \_\_\_\_\_ day of December, 2020, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Harvest Thermal, Inc. hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent contractors for the furnishing of services to or for PCEA; and  
Whereas, it is necessary and desirable that Contractor be retained for the purpose of piloting and assessing the performance of Harvest Thermal technology for retrofitting space and water heating in single family homes.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates

## **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed two hundred and fifty thousand dollars (\$250,000). In the event that PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by PCEA at the time of contract termination or expiration. Invoices should be sent to PCE contract administrator and [finance@peninsulacleanenergy.com](mailto:finance@peninsulacleanenergy.com).

## **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2021, through July 31, 2023

## **5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Chief Executive Officer of PCEA or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to Contractor as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of PCEA and shall be promptly delivered to PCEA. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of PCEA and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Release and Hold Harmless in Customer/Subcontractor Contracts**

PCEA shall have the opportunity to review, prior to their execution, any contracts executed by Contractor to implement this Agreement. In addition, unless waived in advance in writing by PCEA, any such contracts shall contain the following terms:

**#. Release of Claims Against, and Hold Harmless of, Peninsula Clean Energy Authority**  
Customer/Subcontractor also discharges and releases the Peninsula Clean Energy Authority (PCEA) and its officers, employers, employees, and agents from and against any and all claims, demands, liabilities, obligations, damages or chose in action, legal or equitable, of whatever kind or nature, including negligence by PCEA, in which Customer/Subcontractor, and Customer/Subcontractor's successors in interest, heirs, estates or personal representatives, or family members, now may have or assert, or may have had in the past or may have in the future, against PCEA as the result of, based upon, arising out of, or connected with PCEA's involvement with the Project. Customer/Subcontractor is on notice of and hereby specifically and expressly

waives the provisions of California Civil Code § 1542, which provides that a “general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Customer/Subcontractor also agrees to indemnify and hold harmless PCEA from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees and costs, brought as a result of PCEA’s involvement with the Project, and to reimburse PCEA for any such expenses incurred.

For purposes of this provision, PCEA is hereby intended to be a third-party beneficiary of any and all contracts executed by Contractor to implement this Agreement, pursuant to California Civil Code § 1559.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA’s prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor’s own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**11. W9 Form and Submission of Invoices**

Prior to submitting an invoice to PCE, Contractor shall submit a completed W9 form electronically to PCE’s Finance Email ([finance@peninsulacleanenergy.com](mailto:finance@peninsulacleanenergy.com)). Contractor understands that no invoice will be paid by PCE unless and until a W9 Form is received by PCE. Contractor shall email all invoices to PCE’s Finance Email. Invoices shall not be submitted by other means.

**12. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers’ Compensation and Employer’s Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.



**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- ☒ Comprehensive General Liability... \$1,000,000  
(Applies to all agreements)
- ☒ Motor Vehicle Liability Insurance... \$1,000,000  
(To be checked if motor vehicle used in performing services)
- ☐ Professional Liability..... \$1,000,000  
(To be checked if Contractor is a licensed professional)

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**13. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**14. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to PCEA upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 13, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Chief Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a PCEA contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

To effectuate the provisions of this Section, the Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and PCEA.

#### **15. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **16. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Contractor agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**17. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**18. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**19. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Jan Pepper, Chief Executive Officer  
Address: 2075 Woodside Road, Redwood City, CA 94061  
Telephone: 650-260-0100  
Email: jpepper@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title: Jane Melia, CEO  
Address: 663 Coventry Road, Kensington CA 94707  
Telephone: 408-597-7152  
Facsimile: N/A  
Email: jane@harvest-thermal.com

**20. Electronic Signature**

If both PCEA and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law, both boxes below must be checked.

Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For PCEA: ☒ If this box is checked by PCEA, PCEA consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

**21. No Recourse Against PCEA's Member Agencies**

Contractor acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Contractor waives any recourse against PCEA's member agencies.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY

By:  
Chief Executive Officer, Peninsula Clean Energy Authority

Date:

HARVEST THERMAL, INC.

Contractor's Signature

Date:

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## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Consultant shall provide the following services:

### **Overview**

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. Emissions from transportation and building natural gas use comprise the largest two sources of GHGs within the county. The two largest sources of emissions within buildings are space heating and water heating, which are typically managed by individual appliances. This project aims to reduce emissions from these two sources by piloting a new technology by Harvest Thermal, Inc. that combines residential space and water heating into one electric system to potentially enable electrification at a lower capital and operating cost than undertaking two separate retrofits. The technology will also be piloted to use the system as a thermal battery for load shifting, to better match renewable energy supply with demand and further reduce GHG emissions. With over 160,000 single family homes in the County, most of which have natural gas space and water heating appliances, these capabilities are critical for achieving our clean energy objectives.

The project will pilot and assess the technology for retrofitting single family homes with the goal of demonstrating the technology as an effective technology for emissions reductions considering both installation and operating costs.

### **Objectives**

1. Develop added features in the Harvest Thermal technology to address market needs.
2. Install Harvest Thermal technology in three to five single family homes within PCE territory.
3. Support customer needs to ensure optimum system performance.
4. Provide twelve months of monitoring data to assess performance including homeowner satisfaction with climate and hot water control, energy efficiency, and load shaping potential.
5. Identify customer characteristics that would benefit most from the technology.

### **Consultant Tasks**

#### **1 Administrative Tasks**

Consultant shall provide the following:

##### **1.1 Kickoff Meeting**

Participate in a kickoff meeting with PCE to review objectives, budget, timeline, administrative processes and contract at a mutually determined time. The kickoff will include a detailed project plan prepared by the consultant.

##### **1.2 Monthly Progress Report & Call**

Provide a monthly 1-2 page report and associated call with the designated PCE contract administrator by the 5th of each month outlining project progress, challenges encountered, a description of additional funding or resources secured, executed sub-contracts, and objectives for the following month. The report will be submitted with an Expense Report (1.3) and invoice. Major supplementary documentation developed in the course of work must also be submitted with the Progress Report. This supplementary documentation includes executed sub-contracts, technical designs, permits, equipment specifications, photographs of installed equipment, and materials developed for partner use.

### **1.3 Expense report**

Provide a monthly expense report documenting expenses including labor (hours, rate, total), subcontractor expenses (with invoices), and equipment (with invoices). The expense report must include the total expenditures for the quarter and running expense total.

### **1.4 Subcontracts**

All subcontracts will be provided to PCE Director of Energy Programs for review and approval prior to execution to verify compliance with contract terms.

### **1.5 Project Meetings**

Participate in project review meetings with the designated PCE contract administrator as determined to review project progress.

### **1.6 Site visits**

Participate in project site visits with the designated PCE contract administrator at a mutually determined date. If the project has multiple sites, PCE may request site visits to each site.

### **1.7 Final report**

Provide a final report (appropriate for public distribution) within 3 months after receiving the third-party Measurement & Verification report or as mutually determined, which includes:

1. Executive summary
2. Itemized description of outcomes for each project objective
3. Itemized description of any additional accomplishments
4. Summary of each retrofit project including home characteristics, installation specifications, costs (itemized by equipment and installation), and comments on the third-party Measurement & Verification report
5. Identified key barriers to scale deployment and options for resolving those barriers
6. Evaluated conclusions drawn from the project including lessons learned and recommendations for future work
7. Financial summary comparing expenditures to the project budget
8. Supplemental documentation which must include, as appropriate, technical designs, permits, equipment specifications, photographs of installed equipment and participants, and materials developed for partner use.



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## **2 Technology Development**

Consultant will research and develop improvements to existing Harvest Thermal system, further progressing the technology with capabilities to address market needs and expanding the applicability and impact of the system. Consultant will:

- 2.1 Identify required features in consultation with PCE such as enhancing the system's current constant heat delivery capability for multi-stage delivery to ensure heat delivery flexibility and high user satisfaction in a broad range of homes.
- 2.2 Assess of the energy use impacts of the features, where appropriate.
- 2.3 Execute software development and associated technical development to implement the features.
- 2.4 Provide detailed product specifications and component schematics suitable for contractor education on the product.
- 2.5 Provide projected product performance information including suitable operating condition ranges, projected component lifetimes, maintenance requirements, space and water heating outputs, and energy use.

## **3 Pilot Site Recruitment**

Consultant will assist in the recruitment of three to five suitable homes to pilot the technology. Consultant will:

- 3.1 Develop and execute Participation Agreement between Consultant and the homeowner(s) of each pilot home. The Participation Agreement must be approved by PCE prior to use and will include a liability release that fully and completely immunizes PCE from liability associated with the installation(s), provide for a warranty to the homeowners for parts and labor for not less than 1 year after completion of this contract, PCE access to data such as energy usage and system performance data for the duration of the project, and permission to publish a case study including photos and customer quotes.
- 3.2 Lead development of pilot home recruitment criteria and screening process in collaboration with PCE.
- 3.3 Develop messaging and materials to use with prospective pilot participants in consultation with PCE including information such as the description of the pilot, description of the technology, user benefits of the technology, installation process, maintenance and warranties, and other information deemed necessary by Consultant and PCE.
- 3.4 Identify interested prospects through outreach to suitable San Mateo County residents which are specifically selected based on home type and size, energy use, home performance, interest in greenhouse gas reduction and innovation, and other factors Consultant and PCE may determine.
- 3.5 From the pool of interested prospects, screen applications, and recommend for participation specific homes meeting criteria to move forward with the project.
- 3.6 Communicate with candidates and executing home visits to confirm site suitability.

## **4 Installation Management**

Consultant will manage or assist in the coordination of the installation of the technologies and their ongoing operation. Consultant will:

- 4.1** Capture performance, specifications, and installation requirements for each pilot home
- 4.2** Collaborate with International Brotherhood of Electrical Workers (IBEW), as feasible, to identify, select, and train appropriate contractor(s) to install technology in pilot homes complying with the PCE Sustainable Workforce policy.
- 4.3** Maintain communication with the pilot home homeowner(s) throughout the installation process.
- 4.4** Manage all aspects of the installation process including defining project scope, securing permits, administering installation budget, purchasing equipment and paying contractors. The project may include additional elements deemed necessary or complementary such as energy efficiency upgrades, however all such work must be done within the project budget and any additional non-PCE incentives that Harvest Thermal may secure from other sources in support of the project. PCE project funds towards energy efficiency may not exceed \$5,000 per home.
- 4.5** Manage the contractors throughout the installation process.
- 4.6** Validate successful installation and completing any required technology configuration.
- 4.7** Commission the system to ensure appropriate performance.
- 4.8** Consultant will provide PCE with design documents (major draft final), contractor, permits, and invoices associated with the installation work.

## **5 Site Support**

Once in operational mode, Consultant will:

- 5.1** Provide ongoing technical assistance to the pilot home homeowners and address issues in a timely manner, including software and hardware remedies as appropriate.
- 5.2** Collect feedback on the technology performance from the homeowners.
- 5.3** Conduct periodic process inspections for quality assurance/quality control purposes.
- 5.4** If deemed necessary, by PCE and pilot home homeowner(s) due to technology failure or performance that does not meet the expected heating and hot water delivery described in the Participation Agreement, and following unsuccessful remediation per item 5.1, remove the technology from the home(s) and replace with conventional market system.

## **6 Data Collection & Sharing**

Consultant will provide all required support for an independent third party contracted by PCE to assess the system performance for each pilot system. Consultant will provide:

- 6.1** Energy use data of system for a minimum of 12 months following commissioning
- 6.2** Residence temperature data during the same 12-month period

**6.3** Any other readily available data as mutually determined

**7 PCE Resident Discounts**

In the event that Consultant commercializes technology based on this pilot. Consultant will provide a discount of not less than \$500 to the first 50 customers in PCE territory.

DRAFT

## 8 **Schedule**

| Task                         | Months from contract execution |
|------------------------------|--------------------------------|
| 1. Administrative Tasks      | Ongoing                        |
| 2. Technology development    | Month 1-6                      |
| 3. Pilot site recruitment    | Month 3-6                      |
| 4. Installation management   | Month 6-12                     |
| 5. Site support              | Month 6-24                     |
| 6. Data collection & sharing | Month 6-24                     |

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Contractor based on the following fee schedule and terms:

| <b>Milestone/ Task</b>   | <b>Amount (\$)</b>  |
|--|---|
| Contract execution   | \$60,000  |
| Technology development completion (tasks 2.1 – 2.5)  | \$30,000  |
| Site recruitment completion (tasks 3.1 – 3.6)  | \$30,000  |
| Site(s) system installation and commissioning completion (task 4.1 – 4.8) – invoiced based on number of homes completed and actual costs | Up to \$25,000 per home but not to exceed \$100,000 for 5 homes |
| Final report delivery (task 1.7)   | \$30,000  |

The total costs will not exceed \$250,000.



**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** November 6, 2020  
**COMMITTEE MEETING DATE:** November 19, 2020  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Jan Pepper, Chief Executive Officer  
**SUBJECT:** Approval of 2021 Board of Directors Meeting Schedule

**RECOMMENDATION:**

Approve 2021 Board of Directors meeting schedule.

**BACKGROUND:**

The Board of Directors is required to approve and post for public viewing its 2021 meeting schedule by December 31, 2020.

**ATTACHMENT:**

Proposed 2021 meeting schedule.

## **RESOLUTION**

**PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF  
CALIFORNIA**

\* \* \* \* \*

### **RESOLUTION APPROVING 2020 BOARD OF DIRECTORS MEETING SCHEDULE DATED NOVEMBER 19, 2020**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

**WHEREAS**, the Board of Directors of the Peninsula Clean Energy Authority is required to set its 2021 annual meeting schedule by December 31, 2020.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Directors approves its 2021 meeting schedule dated November 19, 2020.

\* \* \* \* \*





## Board of Directors Meeting Schedule 2021

**Location:** Please see posted Agenda for location or teleconference options

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| <b>Meeting Date:</b>                 | <b>Time:</b>      | <b>Location:</b>         |
|--------------------------------------|-------------------|--------------------------|
| January 28, 2021                     | 6:30 pm           | Video/Teleconference     |
| February 25, 2021                    | 6:30 pm           | Video/Teleconference     |
| March 25, 2021                       | 6:30 pm           | Video/Teleconference     |
| April 22, 2021                       | 6:30 pm           | Video/Teleconference     |
| May 27, 2021                         | 6:30 pm           | Video/Teleconference     |
| June 24, 2021                        | 6:30 pm           | Video/Teleconference     |
| July 22, 2021                        | 6:30 pm           | Check Agenda for details |
| August 26, 2021                      | 6:30 pm           | Check Agenda for details |
| September 25, 2021 <b>(Saturday)</b> | 8:00 am – 1:00 pm | Check Agenda for details |
| October 28, 2021                     | 6:30 pm           | Check Agenda for details |
| November 18, 2021                    | 6:30 pm           | Check Agenda for details |
| December 16, 2021                    | 6:30 pm           | Check Agenda for details |



**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** November 10, 2020

**BOARD MEETING DATE:** November 19, 2020

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Matthew Rutherford, Regulatory Analyst, Peninsula Clean Energy Authority

**SUBJECT:** Disadvantaged Community Green Tariff (DAC-GT) and Community Solar Green Tariff (CS-GT) Program Development Update

**RECOMMENDATION:** No action required at this time

**BACKGROUND:** CPUC Decision 18-06-027 in Docket R.14-07-002 authorized the development of Disadvantaged Community Green Tariff (DAC-GT) and Community Solar Green Tariff (CS-GT) programs to encourage the development of renewable generation within disadvantaged communities (DACs), provide broader access to renewable facilities for residents that live in DACs, and benefit residential customers that qualify for the CARE/FERA programs. At PCE's request, the decision permitted CCAs to administer these programs themselves on behalf of their residential customers living in DACs. PCE received an allocation of approximately 1.1 MW between the two programs based upon the number of residents PCE has living within DACs in our service territory. To facilitate program deployment, the decision allows recovery for the full cost of the programs. CCAs will therefore be allowed to recover the procurement costs for the new generation resources, administrative costs, ME&O, and the cost of the bill discount provided to participating customers. These costs will be recovered first through GHG allowance proceeds from the cap-and-trade program, then if those proceeds are exhausted, through public purpose program funds.

In order to administer these programs, CCAs must each file an Advice Letter with the CPUC before January 1, 2021 notifying the Commission that they intend to administer

their own DAC-GT and/or CS-GT program and providing the CPUC with basic information about their intentions to ensure the basic program design meets the requirements of D.18-06-027. PCE intends to file its advice letter this November and hopes to receive approval from the CPUC by the end of Q1 2021.

**DISCUSSION:** PCE has engaged consistently at the CPUC since 2018 to assist in developing the DAC-GT and CS-GT programs as a way to support innovation in the solar industry by breaking down barriers to participation of low-income communities in solar programs. During this time, the Public Policy team has provided steady updates to the Board related to the establishment of the program at the CPUC including attending program design and implementation workshops, resolution of utility advice letters which support CCA administration of the programs, and the development of our advice letter notifying the Commission that we intend to serve our own communities. It has been a long two-year process working out all of the details necessary to ensure CCAs can administer these programs. This brief memo is intended to update the Board that we are nearing completion of our advice letter and will be submitting it shortly. This procedural step will allow PCE to receive authorization to administer the program which will allow PCE staff to move forward with more detailed design of the program. As the program is further designed, the Public Policy and Programs teams intend to come to the Board as necessary to receive input on the program and necessary approvals.

**FISCAL IMPACT:**

None.



**REGULAR MEETING of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)  
Thursday, October 22, 2020  
MINUTES**

Peninsula Clean Energy  
Video conference and teleconference  
6:30 p.m.

**CALL TO ORDER**

Meeting was called to order at 6:30 p.m.

**ROLL CALL**

**Present:** Dave Pine, County of San Mateo  
Carolyn Bloede, County of San Mateo  
Jeff Aalfs, Town of Portola Valley, *Chair*  
Rick DeGolia, Town of Atherton, *Vice Chair*  
Julia Mates, City of Belmont  
Madison Davis, City of Brisbane  
Donna Colson, City of Burlingame  
John Goodwin, Town of Colma  
Roderick Daus-Magbual, City of Daly City  
Carlos Romero, City of East Palo Alto  
Catherine Mahanpour, City of Foster City  
Harvey Rarback, City of Half Moon Bay  
Laurence May, Town of Hillsborough  
Catherine Carlton, City of Menlo Park  
Wayne Lee, City of Millbrae  
Deirdre Martin, City of Pacifica  
Marty Medina, City of San Bruno  
Laura Parmer-Lohan, City of San Carlos  
Rick Bonilla, City of San Mateo  
Flor Nicolas, City of South San Francisco  
Daniel Yost, Town of Woodside  
Pradeep Gupta, Director Emeritus  
John Keener, Director Emeritus

**Absent:** City of Redwood City

**Staff:** Jan Pepper, Chief Executive Officer  
Andy Stern, Chief Financial Officer  
Leslie Brown, Director of Customer Care  
Rafael Reyes, Director of Energy Programs  
Alejandra Posada, Energy Programs Specialist  
Joseph Wiedman, Director of Legislative and Regulatory Affairs  
KJ Janowski, Director of Marketing and Community Affairs  
Kirsten Andrews-Schwind, Senior Manager of Community Relations  
Siobhan Doherty, Director of Power Resources  
Chelsea Keys, Power Resources Manager  
Mehdi Shahriari, Senior Renewable Energy Analyst  
Sara Maatta, Renewable Energy and Compliance Analyst  
Dave Fribush, Distributed Energy Resources Technical Advisor  
David Silberman, General Counsel  
Shayna Barnes, Administrative Assistant  
Anne Bartoletti, Board Clerk/Office Manager/Executive Assistant to the CEO

**A quorum was established.**

**PUBLIC COMMENT:**

None

**ACTION TO SET THE AGENDA AND APPROVE CONSENT AGENDA ITEMS**

Catherine Carlton requested that Item 16 be pulled from the Consent Agenda.

Motion Made / Seconded to approve the remaining items on Consent Agenda: Lee / Bonilla

**Motion passed 21-0 (Absent: Redwood City)**

Catherine Carlton requested that the Minutes be updated to add her name to the list of Board members present for the September 26, 2020 meeting.

Motion Made / Seconded to approve the Minutes with the requested update: Rarback / DeGolia

**Motion passed 20-0 (Absent: Hillsborough, Redwood City)**

**REGULAR AGENDA**

**1. CHAIR REPORT**

No report.

**2. CEO REPORT**

Jan Pepper—Chief Executive Officer—provided announced that staff will continue working from home through July 6, 2021 due to uncertainties relating to COVID-19. She reported that the Los Banos City Council voted to join Peninsula Clean Energy, and she reviewed the impact of COVID-19

on Peninsula Clean Energy's (PCE) load, and the root cause analysis of the August 14-15 rolling blackouts. Jan also provided updates on the Power On Peninsula program, and Reach Codes.

**PUBLIC COMMENT:**

Mark Roest

**3. CITIZENS ADVISORY COMMITTEE REPORT**

Desiree Thayer—Chair—thanked Jeff Aalfs and the Board of Directors for creating the Citizens Advisory Committee (CAC) Liaison and Alternate Liaison positions. She reported that the CAC received presentations on market research results and programs, and that the Equity work group is working on a statement to bring to the Board.

**4. AUDIT AND FINANCE COMMITTEE REPORT**

Donna Colson—Chair-- reported that the Committee members reviewed the audit and met with the auditor. She reported that the Committee voted unanimously to recommend approval of the audited financial statements for Fiscal Year 2019-2020.

**5. APPROVE REVISED CEO AGREEMENT**

Jeff Aalfs—Chair—reported that, in recognition of Jan Pepper's excellent leadership and service to Peninsula Clean Energy as well as a comparative review of other salaries in the market, he is proposing an amendment to her employment agreement with PCE, a copy of which is part of the Board Packet for tonight's meeting. The following is a summary of the proposed amendment:

- The term of Ms. Pepper's employment agreement with PCE will be increased by 2 years, ending on June 30, 2023; and
- Her current base salary will be increased by 8%
- It provides for 40 hours of CEO leave

All other substantive terms of the agreement will remain the same.

Motion Made / Seconded: Lee / Rarback

**Motion passed 20-0 (Absent: Redwood City, Woodside)**

**6. APPROVE THE AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2019-2020**

Andy Stern—Chief Financial Officer—reported that the auditors, Pimenti & Brinker LLP, presented the audited financial statements to the Audit and Finance Committee. He reported that the auditors had a clean opinion for the year ended June 30, 2020 with no adjustments.

Motion Made / Seconded: DeGolia / May

**Motion passed 21-0 (Absent: Redwood City)**

**7. ADOPT RESOLUTION ADOPTING PCE’S AMENDED JPA (JOINT POWERS AUTHORITY) AGREEMENT TO ALLOW FOR THE ADDITION OF NEW MEMBER AGENCIES AS PARTIES TO THE JPA AND ADDING THE CITY OF LOS BANOS AS A MEMBER, AND ADOPT RESOLUTION AUTHORIZING THE CITY OF LOS BANOS AS A NEW MEMBER OF THE PENINSULA CLEAN ENERGY AUTHORITY IN THE EXHIBITS**

Jan Pepper announced that the Los Banos City Council voted to join PCE on October 21, 2020, with the PCE Board taking final action tonight. Los Banos decided that the Mayor will be their Director on the PCE Board, and the City Manager will be the Alternate. Jan introduced Los Banos Mayor Mike Villalta, and introduced Shawn Marshall who assisted with the effort that enabled Los Banos to join PCE. Jeff Aalfs reported that the Los Banos Director will be sworn-in at the November 19, 2020, meeting.

**PUBLIC COMMENT:**

Mark Roest

Motion Made / Seconded: Lee / Carlton

**Motion passed 21-0 (Absent: Redwood City)**

**8. APPROVE RESOLUTION DELEGATING AUTHORITY TO CHIEF EXECUTIVE OFFICER TO EXECUTE A POWER PURCHASE AGREEMENT (PPA) FOR RENEWABLE SUPPLY WITH SHILOH I WIND PROJECT LLC, AN OREGON LIMITED LIABILITY COMPANY AND ANY NECESSARY ANCILLARY DOCUMENTS. POWER DELIVERY TERM: JANUARY 1, 2024 THROUGH DECEMBER 31, 2030. NOT TO EXCEED: \$200 MILLION**

Chelsea Keys—Power Resources Manager—introduced Collin Thomas with Avangrid Renewables. Chelsea reviewed background information on the Shiloh 1 Wind Project and Avangrid Renewables, and reviewed differences between the current PPA and the extended PPA. Chelsea also reviewed Shiloh’s historical generation profile, PCE load, and discussed competition for wind resources.

**PUBLIC COMMENT:**

Mark Roest

Motion Made / Seconded: Lee / Romero

**Motion passed 20-0 (Abstain: Woodside, Absent: Redwood City)**

**9. AUTHORIZE CHIEF EXECUTIVE OFFICER TO EXECUTE A CONTRACT WITH MCCALMONT ENGINEERING FOR \$137,500 AND AN ADDITIONAL AS-NEEDED BUDGET OF \$129,500 FOR A TOTAL AUTHORIZED EXPENDITURE NOT TO EXCEED \$267,000 IN SUPPORT OF DISTRIBUTED ENERGY RESOURCES SITE EVALUATION AND PROCUREMENT ACTIVITIES**

Dave Fribush—Distributed Energy Resources (DER) Technical Advisor—reported that PCE’s Power Resources Team has worked with the County of San Mateo to identify seven sites for potential DER deployments. He reviewed the project alignment with PCE’s Strategic Plan, project stages, the RFP (Request for Proposal) process and responses, and provided an overview about McCalmont Engineering.

Board members discussed resiliency, and ownership versus lease of the equipment and the space.

**PUBLIC COMMENT:**

Mark Roest

Tom Kabat

Motion Made / Seconded: Lee / Yost

**Motion passed 21-0 (Absent: Redwood City)**

**10. APPROVE UPDATED EV (ELECTRIC VEHICLE) INCENTIVES BUDGET**

Rafael Reyes—Director of Energy Programs—reviewed support for accelerated EV adoption including Governor Newsom’s order banning sales of new gasoline cars by 2035, and compared the rate of new vehicle sales and how to increase sales of EVs. Rafael reviewed the proposed revisions to the New EV Incentives and the Used EV Incentives, and reviewed the Fiscal Year 2022-24 budget for these programs.

Board members discussed Governor Newsom’s order, the inventory of gasoline-powered cars currently on the road, and EV charging infrastructure.

**PUBLIC COMMENT:**

Mark Roest

Motion Made / Seconded: Carlton / Rarback

**Motion passed 21-0 (Absent: Redwood City)**

**11. UPDATE BOARD ON STATUS OF STRATEGIC IRP (INTEGRATED RESOURCE PLAN) TARGETS**

Siobhan Doherty—Director of Power Resources—reviewed background information on the Strategic IRP and its purpose, differentiating it from the CPUC (California Public Utilities Commission) IRP. She outlined the components of designing a diverse portfolio, how to close PCE’s open position, and PCE’s procurement status for 2020-2024 and term length targets.

Committee members discussed long-term vs short-term targets, wind contracts, project size, ownership, location, and technology.

**12. BOARD MEMBERS’ REPORTS**

No reports.

**ADJOURNMENT**

Meeting was adjourned at 9:04 p.m.





**PENINSULA CLEAN ENERGY**  
**JPA Board Correspondence**

**DATE:** Nov 12, 2020

**BOARD MEETING DATE:** Nov 19, 2020

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Jan Pepper, Chief Executive Officer

**SUBJECT:** Authorize the Chief Executive Officer to Execute an Amendment to the Agreement with David Fribush to increase the contract amount by \$135,000 and to extend the term of the Agreement to June 30, 2021.

**RECOMMENDATION:**

Authorize the Chief Executive Officer to Execute an Amendment to the Agreement with David Fribush to increase the contract amount by \$135,000 and to extend the term of the Agreement to June 30, 2021.

**BACKGROUND:**

David Fribush is supporting distributed energy resources (DER) strategy and program implementation. Peninsula Clean Energy has ongoing needs in this area and would like to extend the Agreement with David Fribush.

**DISCUSSION:**

Through 2019 and 2020, Peninsula Clean Energy worked to hire a DER Strategy Manager. In May 2020, Peninsula Clean Energy and David Fribush executed an agreement to provide DER strategy and program execution services. The initial contract was for a not to exceed amount of \$90,000 and expires November 30, 2020.

Peninsula Clean Energy would like to extend the contract with David Fribush through June 30, 2020 and increase the not-to-exceed by \$135,000 to \$225,000. David Fribush has been providing essential services to help Peninsula Clean Energy develop a DER strategy and implement DER programs.

**FISCAL IMPACT:**

The fiscal impact of extending the agreement will not exceed \$135,000.

**STRATEGIC PLAN:**

The contract supports the following objectives and key tactics in Peninsula Clean Energy's strategic plan:

- Power Resources Goal 1: Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates
- Objective C: Local Power Resources: Create a minimum of 20 MW of new power sources in San Mateo County by 2025
  - KT1. Analyze total available opportunity for implementing new clean energy projects in San Mateo County
  - KT2. Implement Board-approved strategy to increase community resiliency
  - KT3. Work with local government partners to identify and catalog opportunities for distributed energy resources across San Mateo County

## **RESOLUTION**

**PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF  
CALIFORNIA**

\* \* \* \* \*

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DAVID FRIBUSH  
WITH TERMS CONSISTENT WITH THOSE PRESENTED, IN A FORM APPROVED  
BY THE GENERAL COUNSEL.**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

**WHEREAS**, the Peninsula Clean Energy Authority (“Peninsula Clean Energy” or “PCE”) was formed on February 29, 2016; and

**WHEREAS**, in May 2020, PCE and David Fribush (“Contractor”) executed an agreement to provide distributed energy resource strategy and implementation services in an initial amount of \$90,000; and

**WHEREAS**, PCE will require additional services and support distributed energy resource strategy and implementation and desires to extend the term of Contractor’s agreement to June 30, 2021; and

**WHEREAS**, PCE's total obligation to Contractor in the proposed amended agreement shall not exceed \$225,000; and

**WHEREAS**, Contractor has unique capabilities to provide DER strategy support to PCE;

**WHEREAS**, staff is presenting to the Board for its review an amendment to the Agreement, reference to which should be made for further particulars; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to execute the aforementioned amendment to the Agreement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to:

Execute an amendment to the Agreement with the Contractor with terms consistent with those presented, in a form approved by the General Counsel.

\* \* \* \* \*

[CCO-113499]

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY  
AND DAVID FRIBUSH**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between PENINUSLA CLEAN ENERGY, a California joint powers authority, hereinafter called "PCE," and David Fribush, hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, the parties entered into an Agreement on May 29, 2020 for the purpose of Contractor's distributed energy resources strategy and execution ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$135,000 to an amount not to exceed \$225,000.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

- 1. The text of Section 3. Term shall be amended to replace "the term of this Agreement shall be from June 1, 2020 through November 30, 2020" with the following:**

"the term of this Agreement shall be from June 1, 2020 through June 30, 2021."

- 2. The text of Section 2. Payments shall be amended to replace "In no event shall PCEA's fiscal obligation under this Agreement exceed ninety thousand dollars (\$90,000)" with the following:**

"In no event shall PCEA's fiscal obligation under this Agreement exceed two hundred twenty five thousand dollars (\$225,000)."

**Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**

- 3. This Amendment No. 1 shall take effect upon the date of execution by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

Peninsula Clean Energy Authority

By: \_\_\_\_\_  
Janis C. Pepper, CEO

Dated: \_\_\_\_\_



By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** November 6, 2020

**BOARD MEETING DATE:** November 19, 2020

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Director

**FROM:** Karen Janowski, Director of Marketing and Community Affairs &  
Leslie Brown, Director of Customer Care

**SUBJECT:** Update on Marketing, Outreach Activities, and Customer Care

**BACKGROUND:**

The Marketing, Community Affairs, and Customer Care Teams are responsible for enhancing Peninsula Clean Energy's brand reputation, educating and engaging customers, driving participation in programs, and ensuring customer satisfaction and retention. Tactics include community outreach, content creation and storytelling through owned (e.g. online, social media), earned (e.g. public relations), and paid media (advertising), school engagement programs, and customer care.

**DISCUSSION:**

The following is an update of activities that are currently underway. See "Strategic Plan" section below for how these activities support Peninsula Clean Energy's strategic plan objectives.

**New EV Rebate Program**

To supplement our marketing efforts for the New EV Rebate program, we emailed ~136,000 residential customers our first "Energy Programs Bulletin" with a summary of our current residential programs. This was the first large-scale customer email using our new platform GovDelivery. The email was fairly successful reaching ~36,649 customers (28% open rate). Additionally, we will be sending a targeted letter to customers about the New EV Rebate program mid-November. Digital advertising is underway promoting the rebates.

### **\$250 Small Business Credit**

A tri-lingual email (in English, Spanish, and Chinese) was emailed to eligible small businesses who have opted to receive electronic billing (~6,400 customers) informing them of our [\\$250 electricity bill credit](#). As of 11/5 roughly 1,445 businesses have applied for their credit. The credit has been announced through various channels including: on our website, press announcement, social media, Nextdoor, Chambers of Commerce, and through our Citizens Advisory Committee. A follow-up letter will be sent mid-November to eligible businesses who have not applied for their credit. Staff is asking assistance from board members in getting the word out about this program. See email message sent on 11/4 from KJ Janowski with sample messaging.

Bill credits are limited to the first 6,000 respondents. The deadline to apply is November 30, 2020. The application form is gathering information about the small businesses so that we may better understand this segment of our customer base and better target programs to their needs.

### **Outreach Grants**

The application period for Outreach Grants ended on October 30, 2020. A total of 16 applications were submitted from 13 organizations. Proposals are currently under evaluation.

### **Power On Peninsula Resilience Program**

Power On Peninsula is the innovative Peninsula Clean Energy program that is helping residents maintain power during grid outages. It provides portable batteries to medically vulnerable residents in areas at high risk for power shutoffs and, through our relationship with Sunrun, offers grid storage that helps reduce greenhouse gas emissions and move Peninsula Clean Energy toward its goal of 100% renewable energy.

#### Power On Peninsula –Medically Vulnerable

Senior Coastsiders and Puente have gathered (as of 11/4/20) information from over 345 interested customers. To date, 105 batteries (104 delivered and 1 pending) and 22 solar briefcases are approved for delivery to residents. A new video produced by Senior Coastsiders about this program is now on our [website](#).

### **Building Electrification Awareness Program**

In the early stages of implementation, this program includes All-Electric Leadership awards as well as an All-Electric Buildings Directory, which were announced last week. Outreach for the call for entries kicked off last week. Five building experts have been invited to join the awards selection committee. Members will be announced in the coming weeks. The program description and submission forms are available at [PenCleanEnergy.com/all-electric](https://PenCleanEnergy.com/all-electric).

### **News & Media**

Peninsula Clean Energy released four press announcements in the past month. Announcements include our [expansion to Los Banos](#), [new all-electric building awards](#)



[program](#), a [joint CCA request for long-duration storage](#), and [\\$65 million in EV charging infrastructure for Bay Area and Central Coast CCAs](#). Full coverage of Peninsula Clean Energy in the news can be found on our [News & Media](#) webpage.

## Enrollment Update:

### ECO100 Statistics

Total ECO100 accounts at end of October: 6,038

ECO100 accounts added in the month: 105

ECO 100 accounts dropped in the month: 58

Total ECO100 accounts at the end of September: 5991

### Enrollment Statistics

Opt-outs slightly decreased from September 2020 (43) to October 2020 (33) (as of Oct. 30). As of October 30, 2020, the opt-out rate adjusted for move-in/move-outs is 2.69% and our overall participation rate is 97.22% of eligible accounts.

Opt-Outs by City

| CITY                 | Eligible Ac | TOTAL OPT OUT |
|----------------------|-------------|---------------|
| ATHERTON INC         | 2,717       | 1.69%         |
| BELMONT INC          | 11,902      | 2.71%         |
| BRISBANE INC         | 2,527       | 2.22%         |
| BURLINGAME INC       | 15,414      | 2.28%         |
| COLMA INC            | 762         | 1.44%         |
| DALY CITY INC        | 33,991      | 3.63%         |
| EAST PALO ALTO INC   | 7,848       | 4.09%         |
| FOSTER CITY INC      | 14,826      | 2.08%         |
| HALF MOON BAY INC    | 4,960       | 3.15%         |
| HILLSBOROUGH INC     | 4,043       | 2.33%         |
| MENLO PARK INC       | 15,729      | 1.61%         |
| MILLBRAE INC         | 9,308       | 3.22%         |
| PACIFICA INC         | 15,417      | 3.91%         |
| PORTOLA VALLEY INC   | 1,680       | 6.67%         |
| REDWOOD CITY INC     | 35,082      | 2.37%         |
| SAN BRUNO INC        | 16,432      | 4.23%         |
| SAN CARLOS INC       | 14,622      | 2.67%         |
| SAN MATEO INC        | 44,394      | 2.77%         |
| SO SAN FRANCISCO INC | 25,155      | 3.90%         |
| UNINC SAN MATEO CO   | 24,567      | 3.03%         |
| WOODSIDE INC         | 2,287       | 2.01%         |
| Grand Total          | 303,663     | 2.99%         |
| Adjusted Total       | 304,016     | 2.69%         |

Table reflects data as of 10/30/2020

In addition to the County of San Mateo, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of November 6, 2020, include: Atherton, Belmont, Brisbane, Burlingame, Colma, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Portola Valley, Redwood City, San Carlos, San Mateo, and Woodside.

The opt-up rates below include municipal accounts, which may noticeably increase the rate in smaller jurisdictions.

Active Accounts by City and ECO100 Opt-Up Rate

| City                | Active Accounts | ECO100 Opt-Up % |
|---------------------|-----------------|-----------------|
| Atherton            | 2,658           | 2.11%           |
| Belmont             | 11,607          | 1.54%           |
| Brisbane            | 2,477           | 3.47%           |
| Burlingame          | 15,069          | 2.25%           |
| Colma               | 751             | 3.99%           |
| Daly City           | 32,977          | 0.27%           |
| East Palo Alto      | 7,589           | 0.30%           |
| Foster City         | 14,557          | 2.21%           |
| Half Moon Bay       | 4,790           | 2.25%           |
| Hillsborough        | 3,949           | 1.67%           |
| Menlo Park          | 15,483          | 3.24%           |
| Millbrae            | 9,056           | 1.16%           |
| Pacifica            | 14,889          | 1.09%           |
| Portola Valley      | 1,585           | 89.97%          |
| Redwood City        | 34,342          | 2.06%           |
| San Bruno           | 15,820          | 0.56%           |
| San Carlos          | 14,279          | 2.20%           |
| San Mateo           | 43,302          | 1.56%           |
| So. San Francisco   | 24,292          | 0.47%           |
| Uninc. San Mateo Co | 23,698          | 2.39%           |
| Woodside            | 2,244           | 2.54%           |
| <b>Grand Total</b>  | <b>295,414</b>  | <b>2.03%</b>    |

Table reflects data as of 10/30/2020

## Strategic Plan

This section describes how the above Marketing and Community Care activities and enrollment statistics relate to the overall goal and objectives laid out in the strategic plan. The table indicates which objectives and particular Key Tactics are supported by each of the Items/Projects discussed in this memo. The strategic goal for Marketing and Customer Care is: Develop a strong brand reputation that drives participation in Peninsula Clean Energy's programs and ensures customer satisfaction and retention.

| Item/Project | <b>Objective A:</b> Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the | <b>Objective B:</b> Educate and engage stakeholders in order to gather input, inspire | <b>Objective C:</b> Ensure high customer satisfaction and retention |
|--------------|--|---|---|
|--------------|--|---|---|

|  |   |  |  |
|--|---|--|--|
|  | community and the industry  | action and drive program participation   |  |
| New EV Rebate Launch                       | KT*3: Tell the story of Peninsula Clean Energy through diverse channels   | KT5: Provide inspirational, informative content that spurs action to reduce emissions<br>KT6: Promote programs and services, including community energy programs and premium energy services |  |
| Power on Peninsula Resilience Program      |   | KT6 (see above)  |  |
| Building Electrification Awareness Program |   | KT6 (see above)  |  |
| Small Business Credit Outreach             | KT3 (see above)   |  | KT1: Assess needs and attitudes of all customer segments to support the development of and communication about programs and services |
| Outreach Grants                            |   | KT1: Foster relationships with community-based, faith-based, and non-profit organizations  |  |
| News and Media Announcements               | KT1: Position leadership as experts on CCAs and the industry<br>KT2: Cultivate relationships with industry media and influencers<br>KT3 (see above) |  |  |
| ECO100 and Enrollment Statistics           |   |  | Reports on main objective C  |

\* "KT" refers to Key Tactic



**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** Nov. 10, 2020  
**BOARD MEETING DATE:** Nov. 19, 2020  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority (PCE) Board of Directors

**FROM:** Joseph Wiedman, Director of Regulatory and Legislative Affairs  
Jeremy Waen, Manager of Regulatory Affairs  
Doug Karpa, Senior Regulatory Analyst  
Matthew Rutherford, Regulatory Analyst

**SUBJECT:** Update on PCE's October and November Regulatory and Legislative Activities

**SUMMARY:**

Late October and early November brought important issues before the public policy team. Significant attention was given to the ongoing host of Power Charge Indifference Adjustment (PCIA) dockets to ensure the costs PG&E is seeking to recover from bundled and unbundled customers are just and reasonable. The complexity of the undertaking has grown due to the interplay of all of the dockets with ongoing Commission efforts to accurately value resources while addressing asserted undercollections from unbundled customers. The team is also focused on assisting the CPUC with establishing a policy framework for transportation electrification that supports CCA participation in administering customer funded programs. Finally, with the resolution of the election, the team has begun to consider opportunities to CCAs and decarbonization efforts via the California Legislature.

**DEEPER DIVE:**

**Regulatory Advocacy and Outreach**

**Power Charge Indifference Adjustment (PCIA)** (multiple CPUC dockets)

Jeremy Waen continues to lead Joint CCA engagement across a spectrum of Commission proceedings all relating to the PCIA including: 1) PG&E's 2021 ERRA Forecast, 2) PG&E's 2019 ERRA Compliance, 3) PG&E 2020 PCIA Under-Collection Balancing Account (PUBA), and 4) PG&E General Rate Case (GRC) Phase 1. As with prior years, PG&E and the Commission aim to authorize the adjustment of PG&E's generation and PCIA rates to be effective on January 1 of the coming year. While these rates are typically established through

the ERRA Forecast proceeding, the rate adjustments for 2021 have added complexity because of a request by PG&E to recover through further generation and PCIA rate adjustments for 2021 a \$252 million balance that has accrued during 2020 in PG&E's PUBA due to the Commission's implementation of the PCIA annual rate cap. There are also revenue requirement changes being contemplated in PG&E's General Rate Case Phase 1 that have implications for both PG&E's generation and PCIA rates. PCE staff continues to work closely alongside other CCA staff, legal counsel, and technical experts to assess the combined impacts that these proceedings will have on these rates. Jan Pepper and Jeremy Waen have also begun meeting with the Commissioners' offices to convey the potential severity of impact these rate changes may have for CCAs as well as to convey the operational challenges that result from continued regulatory uncertainty around PCIA issues. Lastly, on November 9, 2020, PG&E released its November Update testimony within the ERRA Forecast case. PCE staff, with guidance from counsel and technical experts, is presently analyzing the latest turn of PG&E's rate calculations to better forecast where PG&E's generation and PCIA rates will likely adjust to effective January 1, 2021.

(Public Policy Objective A, Key Tactic 1)

#### **Transportation Electrification** (CPUC Docket R.18-12-006)

Jeremy Waen and Matthew Rutherford lead PCE's efforts in this docket with the goal of integrating PCE's transportation electrification (TE) efforts with the Commission's efforts towards the same while also positioning PCE to increase our programmatic efforts through financial support from customer rates. As reported in prior reports, the Commission is presently developing a Transportation Electrification Framework (TEF) to guide Commission, utility, and third-party efforts to facilitate electrification through coordinated programs among a potentially wide variety of stakeholders. A series of comments covering many topics have been filed over the course of this year. On October 27, 2020 Jeremy, Matthew, and a group of CCA representatives attended an ex parte meeting with Commissioner Rechtschaffen and his advisor. This was later followed on November 3, 2020 by an ex parte meeting between the Commissioner's advisor, Jeremy, Matthew, and members of PCE's programs team. In both meetings, it was clear that the Commissioner and his advisor saw a value-add to having the CCAs play a role in the TEF because of their local context. However, PCE understood that the Commission is still grappling with implementation questions that may arise when expanding the TEF to add CCAs as program administrators along with the IOUs. PCE directed their attention to places in the record where we attempted to propose solutions to these questions while also expressing an openness to engage further with the Commission and other parties to develop workable solutions that would permit CCAs to administer their own TE programs under the TEF. Commission staff indicated that the most likely next step would be a proposed decision to be issued in Q1 2021. At this time, it is unknown if the proposed decision will address all issues covered in the proceeding or if the Commission may identify certain issues that require further process.

(Public Policy Objective A, Key Tactic 1 and Key Tactic 3)

#### **Integrated Resource Planning** (CPUC Docket R.20-05-003)

Doug Karpa leads PCE's engagement in the Commission's integrated resource planning docket. In the last month, PCE filed comments on the IRP submissions by other Load Serving Entities to highlight that many CCAs have preferred portfolios which not only beat the CPUC's 46 MMT and 38MMT targets, but also the 30MMT target Peninsula Clean Energy argued for

previously. At PCE's urging, CalCCA also advocated for the CPUC to use a 38MMT base portfolio rather than a 46 MMT portfolio as most LSEs are planning for lower GHG emissions and to incorporate LSE planned procurement into the portfolio the CPUC submits to the CAISO for its transmission planning process to ensure accuracy. We are awaiting decisions on the cost allocation mechanism for LSEs relying on IOU backstop procurement and the launch of a procurement track to evaluate needs to replace Diablo Canyon Power Plant in 2024-25.

#### **Microgrids** (CPUC Docket R.19-09-009)

On November 4, 2020, Joe Wiedman and Matthew Rutherford attended the second meeting of the Microgrids Working Group. The working group was forming to provide an informal forum for stakeholders to discuss issues in the docket including the development of microgrid tariffs. The second meeting was continued to discuss the nature and scope of the working group while Redwood Coast Energy Authority provided further details on their collaborations with PG&E/RCEA to develop a suite of tariffs for RCEA's airport microgrid. The majority of discussion focused on how the evolving relationship between RCEA and PG&E has resulted in a reduction in the number of tariffs necessary to facilitate their relationship which should greatly simplify future efforts at the PUC to develop tariffs for all stakeholders to use.

(Public Policy Objective A, Key Tactic 1, Key Tactic 3, and Public Policy Objective C, KT3)

#### **Integrated Distributed Energy Resources/Distribution Resources Plan** (CPUC Docket R.14-08-013)

The dockets to ensure a role for DER in the distribution system continue to move forward slowly. On October 6<sup>th</sup>, 2020, the Commission released a staff proposal for two tariffs to allow distributed energy resources (DERs) to be used to defer distribution system upgrades. One proposal would target in front of the meter resources and larger aggregations, while a second would be more appropriate for smaller aggregations of customer resources to participate. These proposals represent a potential step forward in utilizing DERs to lower distribution system costs by integrating their use into utility distribution system planning as required by state law.

(Public Policy Objective A, Key Tactic 1)

#### **Stakeholder outreach**

Doug Karpa continues to lead PCE's ongoing meetings with environmental organizations and environmental justice advocacy organizations. This month, the group reviewed CAISO's root cause analysis of the Stage 3 emergencies of August 14 and August 15, 2020. Joe Wiedman also attended the meeting to discuss coordination on development of microgrids and learn more about the environmental and environmental justice communities' priorities in the docket.

(Public Policy Objective A, Key Tactic 2)

Consistent with our Strategic Plan, the PCE team has been working steadily to increase our engagement in Sacramento with the Air Resources Board and the Energy Commission. To that end, on October 22, 2020, Jan Pepper, Rafael Reyes and Joe Wiedman held a video conference with Rajinder Sahota, Assistant Division Chief – Industrial Strategies Division, Mary Jane Coombs, Branch Chief – Project Assessment Branch, Jason Grey, Chief – Cap and Trade Program, and Carey Bylin – Manager at the ARB. Attendees discussed PCE's mission and program and ways for PCE to engage with the ARB. On October 22, 2020, Jan Pepper and

Rafael Reyes also met with Laurie ten Hope, Deputy Director of the Energy Research and Development Division at the CEC. Attendees discussed the CEC Energy Program Investment Charge (EPIC) Program, which invests in scientific and technological research to accelerate transformation of the state's energy sector to meet climate goals, and the CEC's demand response program efforts to surface ways in which PCE can work with the CEC to advance our mutual goals. Follow-up meetings with both agencies' staff is ongoing.

(Public Policy Objective A, Key Tactic 3)

### **Legislative Advocacy and Outreach**

#### **Legislative Calendar**

The 2020 legislative session concluded Monday, August 31, 2020 and Governor Newsom completed the bill signing period on September 30, 2020, closing out all actions of the two-year 2019-2020 legislative session.

December 7, 2020 will mark the convening of the 2021-22 legislative session at which time new legislators will be sworn in, most changes to committee chair and membership will be announced, and bills will begin to be introduced. The Legislature will be in session for a few days before recessing for the winter holidays, and then will reconvene on January 4.

#### **Legislature**

All activity related to the Legislature has been in relation to the outcomes of the November 3 election. Notable outcomes as pertinent to PCE are:

- Josh Becker won the Senate District 13 race to replace Jerry Hill.
- Scott Wiener defended his Senate District 11 seat and remains in the Senate.
- Ben Hueso lost San Diego County Supervisor District 1 race meaning Senator Hueso will remain in the Senate until he terms out in 2022. This means Senator Hueso is likely to remain Chair of Senate Energy, Communications, and Utilities Committee.
- Democrats are in contention to pick up as many as four seats in the Senate. Should Democrats pick up all four of those seats, it would give Democrats 33 seats to the Republicans 7.
- Phil Ting, Marc Berman, and Kevin Mullin all defended their seats and remain in the Assembly.
- Proposition 15 failed. Proposition 15 proposed to raise property taxes on commercial properties of value greater than \$3 million with revenue directed to cities, counties and schools.
- Proposition 16 failed. Proposition 16 proposed to permit government decision-making policies to consider race, sex, color, ethnicity, or national origin to address diversity by repealing Proposition 209 (1996) which generally banned this ability. CalCCA supported the legislative measure to place the proposition on the ballot.

CalCCA Legislative Committee is discussing legislation across a range of issues including PCIA management, access to bioenergy resource cost recovery, and other topics. Given the ongoing impacts of COVID-19, it appears the coming session may be seriously impacted as it was this last year.

#### **State Budget**

Nothing to report.

**FISCAL IMPACT: N/A**





**PENINSULA CLEAN ENERGY**  
**JPA Board Correspondence**

**DATE:** Nov. 13, 2020  
**BOARD MEETING DATE:** Nov. 19, 2020  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Jan Pepper, Chief Executive Officer, Peninsula Clean Energy  
Rafael Reyes, Director of Energy Programs

**SUBJECT:** Community Programs Report

**SUMMARY**

The following programs are in progress, and detailed information is provided below:

1. Building and EV Reach Codes
2. Existing Building Electrification
3. "EV Ready" Charging Incentive Program
4. Low-Income Used EV Program
5. New EV Program
6. EV Ride & Drives/Virtual Engagement
7. E-Bikes Rebate Program
8. Ride-Hail Electrification Pilot
9. MUD Low-Power EV Charging Pilot
10. EV Managed Charging Pilot
11. Curbside Charging Pilot

**DETAIL**

**1. Building and EV Reach Codes**

**Background:** In 2018 the Board approved a building "reach code" initiative to support local governments in adopting enhancements to the building code for low-carbon and EV ready buildings. The initiative is a joint project with Silicon Valley Clean Energy (SVCE). The program includes small grants to municipalities, technical assistance, and tools, including model codes developed with significant community input. The tools and model code language are available on the project website ([www.PeninsulaReachCodes.org](http://www.PeninsulaReachCodes.org)).

In PCE territory, Burlingame, Brisbane, E. Palo Alto, Menlo Park, Millbrae, Pacifica, Redwood City, San Mateo and San Mateo County have adopted reach codes. In addition, San Mateo updated their reach code to align with the “all-electric” approach taken by other agencies. A number of additional agencies are in progress, including Belmont, Daly City, San Bruno, San Carlos, and Portola Valley. Across San Mateo and Santa Clara Counties, 20 agencies have adopted some kind of reach code. Below is a sampling of such agencies across PCE and SVCE territories:

| City                | Buildings   |                                     |                    | Electric Vehicles                     |
|---------------------|---|-------------------------------------|--------------------|---------------------------------------|
|                     | Choice All-Electric or High Efficiency Mixed-Fuel | All-Electric with Limited Gas Usage | Natural Gas Ban    |                                       |
| County of San Mateo |   | ADOPTED                             |                    | EV Ready code (PCE model)             |
| Brisbane            |   | ADOPTED                             |                    | Aggressive EV Ready code              |
| Burlingame          |   | ADOPTED                             |                    | EV Ready code (similar to PCE model)  |
| Menlo Park          |   | ADOPTED                             |                    | Increase chargers & EV Capable (2018) |
| Milpitas            | ADOPTED   |                                     |                    | Increase chargers & EV Capable        |
| Morgan Hill         |   |                                     | ADOPTED            |                                       |
| Mountain View       |   | ADOPTED                             |                    | Aggressive EV Ready code              |
| Pacifica            |   | ADOPTED                             |                    | Increase chargers (2017)              |
| Palo Alto           |   | ADOPTED                             |                    | Aggressive EV Ready code              |
| Redwood City        |   | ADOPTED                             |                    | EV Ready code (PCE model)             |
| San Mateo           |   | ADOPTED                             |                    | Increase chargers & EV Capable        |
| San Jose            |   | ADOPTED                             | ADOPTED (low rise) | Increase chargers & EV Capable        |

In addition, the Board approved in January 2020 an extension of the reach code technical assistance, plus additional elements:

- Education and training for developers and contractors
- Consumer education program on the benefits of all-electric buildings

This technical assistance is now publicly available at [www.AllElectricDesign.org](http://www.AllElectricDesign.org).

**Status:** Following a hiatus during Q2 due to the shelter-in-place order, a number of cities have begun reengaging to advance reach codes. Updates are as follows:

- **Belmont:** PCE staff is working with city staff which is aiming for a Council study session to occur in the fall. The letter of intent was received on August 19.
- **Daly City:** City staff are working with PCE staff and consultants on a council briefing in the fall, beginning with a council sub-committee.
- **Foster City:** Mayor Mahanpour reports that staff is projecting a \$90,000 cost to study impacts of prospective reach code, and the council views this as prohibitive for pursuing the reach codes.
- **Hillsborough:** City staff is working with PCE staff and consultants have held multiple meetings reviewing technical details and assessing next steps.
- **Millbrae:** Council approved their reach codes on their second reading on October 10th.
- **Portola Valley:** The reach code is drafted and pending first hearing to be scheduled.

- **San Bruno:** With PCE consultant support, city staff is preparing a Council study session anticipated to occur in the fall.
- **San Carlos:** With PCE consultant support, city staff is preparing a Council study session anticipated to occur in January.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 3: Ensure nearly all new construction is all-electric and EV ready
- Key Tactic 4: Establish preference for all-electric building design and appliance replacement among consumers and building stakeholders

## **2. Existing Building Electrification**

**Background:** In May, the Board approved a 4-year, \$6.1 million program for electrifying existing buildings. This program includes a number of elements including incentives for appliance replacements, a low-income home upgrade program, technology pilots and research. In June, the Board approved the draft contract with CLEAResult for the appliance incentive program which is to be integrated with the existing BayREN Home+ program for a streamlined customer experience.

**Status:** The contract with CLEAResult has been executed. It is anticipated that the heat pump water heater (HPWH) incentive program will go live January 2021 (pushed back from original plans for a fall launch due to forthcoming adjustments in Home+ eligibility). In addition, on September 23, staff released a Request for Proposals (RFP) for a program implementer of the low-income home upgrade program, and responses are due November 20 (extended from October 23). The contract for the selected implementer will be brought to the Board at a later date. It is anticipated that the program will launch Q1 or early Q2 2021. Lastly, the draft contract with Harvest Thermal for the technology pilot of the integrated electric space and water heating system is separately included in this month's agenda packet as an action item.

This program is tied to the Building Electrification Awareness Program that will be reported by the Marketing team.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 4: Establish preference for all-electric building design and appliance replacement among consumers and building stakeholders

Goal 3 – Community Energy Programs, Objective B:

- Key Tactic 1: Invest in programs that benefit underserved communities
- Key Tactic 3: Support workforce development programs in the County

Goal 3 – Community Energy Programs, Objective C:

- Key Tactic 1: Identify, pilot, and develop innovative solutions for decarbonization

### 3. “EV Ready” Charging Incentive Program

**Background:** In December 2018 the Board approved \$16 million over four years for EV charging infrastructure incentives (\$12 million), technical assistance (\$2 million), workforce development (\$1 million), and administrative costs (\$1 million). Subsequent to authorization of funding, PCE successfully applied to the California Energy Commission (CEC) for the CEC to invest an additional \$12 million in San Mateo County for EV charging infrastructure. That application was submitted in conjunction with agencies in Santa Clara County.

Of PCE’s \$12 million in incentives, \$8 million will be administered under the CEC’s California Electric Vehicle Incentive Project (CALeVIP) and \$4 million under a dedicated, complementary PCE incentive fund. The dedicated PCE incentives will address critical market segments not addressed by CALeVIP, including Level 1 charging, assigned parking in multi-family dwellings, affordable housing new construction, public agency new construction, and charging for resiliency purposes.

**Status:** PCE’s technical assistance and outreach is ongoing. In total, 33 different locations are in the technical assistance process requesting 440+ charging ports. Onsite evaluations are occurring, and the initial project evaluations will be delivered by the end of the month, representing 58 ports. PCE’s dedicated incentives launched on September 16<sup>th</sup> and have received 2 applications for funding for a total of 144 ports. The contract for CALeVIP is executed and CALeVIP applications are expected to open on December 16<sup>th</sup>.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 1: Drive personal electrified transportation to majority adoption
- Key Tactic 5: Support local government initiatives to advance decarbonization

Goal 3 – Community Energy Programs, Objective B:

- Key Tactic 3: Support workforce development programs in the County

### 4. Low-Income Used EV Program

**Background:** Launched in March 2019, the Low-Income Used EV Program (also referred to as “DriveForward Electric”) provides an incentive of up to \$4,000 for the purchase of used plug-in hybrid electric vehicles (PHEVs) and full battery electric vehicles (BEVs) to low- and moderate- income San Mateo County residents. The incentives may be combined with other programs such as Clean Cars for All from the Bay Area Air Quality Management District or the state-wide Clean Vehicle Assistance Program from Beneficial State Foundation. When combined with another program, PCE offers \$2,000 as a follow-on rebate. The program operates in partnership with Peninsula Family Service’s (PFS) DriveForward program, a robust program that provides financial coaching and access to financing to help participants purchase reliable used vehicles.

**Status:** The program is under continuous operation and has provided rebates to 71 low-income residents as of November 10, 2020. In October 2020, the Board approved expanding the program to offer used EV incentives to all San Mateo County residents, while maintaining the increased incentives for low-income residents. Staff has released a Request for Proposals (RFP) for a program administrator of the revamped used EV program and responses are due December 4, 2020. The contract for the selected administrator will be brought to the Board at a later date. It is anticipated that the expanded program would launch in Q1 2021.

### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 1: Drive personal electrified transportation towards majority adoption

Goal 3 – Community Energy Programs, Objective B:

- Key Tactic 1: Invest in programs that benefit underserved communities

## **5. New EV Program**

**Background:** This program provides time-limited incentives on electric vehicles (EVs), \$700 for plug-in hybrid EVs and \$1,000 for all-battery EVs, during the fourth quarter of the year to address the up-front cost which is one of the key barriers to EV adoption. In addition, the program provides a “hook” for broad based marketing across the county intended to not only motivate immediate purchases but also increase awareness and interest in EVs to foster future purchases. In previous years, 2018 and 2019, the PCE incentive was only available through participating dealerships which were selected annually through a competitive process in which dealers were eligible to apply by offering discounts below the Manufacturer’s Suggested Retail Price (MSRP) on their EVs. 120 vehicles were sold/leased through the in 2018 and 167 in 2019. Low uptake on the program primarily related to the program approach. In 2019 only 16% of EVs were purchased at dealers within San Mateo County. These factors made the potential of the in-County dealer-based sales model highly limited.

Following consultation with the Executive Committee at the July 2020 meeting, staff restructured the program for the 2020 fourth quarter cycle to address the need to drive greater adoption while applying the incentive to purchase more likely to be “additive” (i.e., purchases that occur because of the incentive). Notable modifications to the program include:

- Available to vehicles purchased in-county *and* out-of-county dealerships and online retailers (still only for San Mateo County residents).
- Only for vehicles with a vehicle cash price of \$45,000 or less, before taxes.
- Targeted to “first time” EV buyers; past PCE EV incentive recipients will be ineligible for another incentive.
- Only for purchases, not leases.

Additionally, in October 2020, the Board approved the restructured program model for the next three years (2021-2023) and an approximate budget of \$2M over the three years.

**Status:** This revamped program was launched on October 1 and will run until December 31, 2020. As of November 10, 18 applications have been received, 13 of which have been approved to receive the rebate. It is anticipated that a large majority of applications will come towards the end of the program period and beyond, as customers have until January 1, 2021 to submit their applications (though purchases have to take place before December 31, 2020).

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 1: Drive personal electrified transportation towards majority adoption

### **6. EV Ride & Drives / Virtual Engagement**

**Background:** In February 2019, the Board approved continuation of the EV Ride & Drive program over three years (2019-2021) following a 2018 pilot. It provides for community and corporate events in which community members can test drive a range of EVs. The program generated 14 events and 1,879 experiences in 2019 and a total of 19 events and 3,033 experiences since inception in 2018. Events have included pre-test drive, post-test drive, and six-month trailing surveys to document changes in customer perception towards EVs and actions taken after the EV experience. Event surveys indicate that the ride and drive was the first EV experience for 64% of participants and 87% report an improved opinion of EVs. Trailing surveys 6 months or more after events have yielded a 33% response rate and 17% of respondents indicate they acquired an EV after the event.

**Status:** Due to the COVID-19 pandemic, ride & drive events have been paused and it is uncertain when in-person events will become feasible again. As a result, staff has developed a suite of virtual EV engagement strategies that will replace the in-person ride & drive events but may continue on even if ride & drive events begin to take place again. The new engagement programs aim to provide a platform for residents to learn about EVs and opportunities to experience driving an EV as a way to increase overall awareness and interest in EVs to increase adoption. The new programs were launched in October 2020.

The new virtual EV engagement strategies and status are as follows:

- **1-on-1 Dealer Test Drives:** partner with local dealerships who offer 'at-home' test drives and serve as a liaison between the resident and the dealership scheduling the test drive. Launched on October 1 and as of November 10<sup>th</sup>, 9 test drives have been requested.
- **EV Rental Rebate:** provide a rebate (up to \$200) for residents to rent an EV through rental platforms. Launched on October 1 and of November 10, 10 rebates have been approved.

- **EV Info Line & Chat Box:** a platform to enable residents to speak to an EV Specialist to get information about EVs and get questions answered. Launched October 22 and as of November 6, 5 chats have taken place and 1 phone call
- **Virtual EV Forums:** partner with San Mateo County corporate partners/large employers to offer virtual forums/webinars to their employees on EVs. First forum took place with Genentech on September 30, with 50 attendees. Event with Oracle took place October 22, with 40 attendees. Engaging other partners for future events.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 1: Drive personal electrified transportation towards majority adoption

### **7. E-Bikes Rebate Program**

**Background:** The Board approved the E-Bikes Rebate program in July 2020. This program will run three-years for a total budget of \$300,000, which will provide approximately 300 rebates of up to \$800 to residents with low to moderate incomes over the course of the program. Silicon Valley Bicycle Coalition will be under contract with PCE as an outreach and promotional partner.

**Status:** The program is under development with an expected launch in Q1 2021.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 1: Drive personal electrified transportation to majority adoption

Goal 3 – Community Energy Programs, Objective B:

- Key Tactic 1: Invest in programs that benefit underserved communities

### **8. Ride-Hail Electrification Pilot**

**Background:** This pilot, approved by the Board in March 2020, is PCE's first program for the electrification of new mobility options. The project partners with Lyft and FlexDrive, its rental-car partner, to test strategies that encourage the adoption of all-electric vehicles in ride-hailing applications.

**Status:** PCE staff is coordinating with Lyft on program setup. Vehicles are expected to become available in mid-2021.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 2: Bolster electrification of fleets and shared transportation

Goal 3 – Community Energy Programs, Objective C:

- Key Tactic 1: Identify, pilot, and develop innovative solutions for decarbonization

## 9. MUD Low-Power EV Charging Pilot

**Background:** This project was initially approved by the Board in 2018. Energy Solutions was selected as the consultant partner as part of a competitive bid process and the project was kicked off in August 2019. This pilot program has completed a needs assessment among various multi-unit dwelling (MUD) ownership types as well as a review of various low-power charging technology solutions. 13 Plugzio devices (smart outlets) have been installed at 3 MUDs in Millbrae and Foster City. Lessons learned from this pilot are already informing inclusion of low-power charging solutions in PCE's EV Ready Program and may result in featuring additional technology solutions.

**Status:** The project team selected Plugzio, an internet-connected 120V outlet, as the pilot technology for the first round of testing. Installations have been successfully completed at the three sites and the team is evaluating the possible inclusion of one additional site. The next major milestone will be the completion of a cost efficiency analysis. New regulations from the California Department of Food and Agriculture (CDFA), which regulates fuel measurement, have created potential uncertainty regarding requirements for digital displays on EV fuel dispensers which may impact Plugzio and other smart plug technologies which are not compliant. PCE staff is researching the CDFA issue.

### Strategic Plan:

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 1: Drive personal electrified transportation to majority adoption

Goal 3 – Community Energy Programs, Objective B:

- Key Tactic 1: Invest in programs that benefit underserved communities

Goal 3 – Community Energy Programs, Objective C:

- Key Tactic 1: Identify, pilot, and develop innovative solutions for decarbonization

## 10. EV Managed Charging Pilot

**Background:** PCE contracted with startup FlexCharging to test managed charging through vehicle-based telematics. The system utilizes existing Connected Car Apps and allows PCE to manage EV charging via algorithms as a non-hardware-based approach to shift more charging to occur during off-peak hours.

**Status:** Phase 1 of the project, which tested basic functionality of the App and connectivity with Tesla and Nissan vehicles, ran from January - August 2020 and was a successful proof of concept, though certain technical limitations were discovered with Nissan and other vehicle OEMs, which limited the pilot to Tesla vehicles. PCE was able to analyze incoming data from this pilot and gather lessons learned from a vehicle-based approach



to managed charging. Further, PCE was able to verify that these data could be utilized in the monetization of Low Carbon Fuel Standard Credits, which PCE is exploring.

Staff is now developing the approach for Phase 2. PCE is collaborating with an academic team from the University of California, Davis' Davis Energy Economics Program (DEEP) and the University of Chicago's Harris School of Public Policy to develop an incentive structure experiment that will be used to inform PCE's Managed Charging Program design. Staff anticipates coming to the board with a proposal soon.

### **Strategic Plan:**

#### Goal 3 – Community Energy Programs

- Implement robust energy programs that reduce greenhouse gas emissions, align energy supply and demand, and provide benefits to community stakeholder groups

#### Goal 3 – Community Energy Programs, Objective C:

- Key Tactic 1: Identify, pilot, and develop innovative solutions for decarbonization

## **11. Curbside Charging Pilot**

**Background:** Curbside charging has the potential benefit of bringing new charging solutions to current or potential EV drivers who lack residential charging, which includes many EV residents and renters. Originally approved in 2018 but delayed for various reasons, this pilot will first assess the cost effectiveness of curbside charging in various scenarios, including streetlight-mounted stations, and potential barriers that need to be addressed prior to installation. The first phase will assess the scaling potential, costs and feasibility of curbside charging. If the assessment phase shows curbside charging to be viable, PCE will facilitate pilot installations in 1-2 cities in the second phase.

**Status:** PCE has contracted with Arup to provide technical assistance in the first phase of this project and is coordinating with agencies that have expressed interest in partnering with PCE on feasibility assessments. These assessments are anticipated take place through the first half of 2021.

### **Strategic Plan:**

#### Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 1: Drive personal electrified transportation to majority adoption
- Key Tactic 5: Support local government initiatives to advance decarbonization

#### Goal 3 – Community Energy Programs, Objective B:

- Key Tactic 1: Invest in programs that benefit underserved communities

#### Goal 3 – Community Energy Programs, Objective C:

- Key Tactic 1: Identify, pilot, and develop innovative solutions for decarbonization



**PENINSULA CLEAN ENERGY**  
**JPA Board Correspondence**

**DATE:** November 6, 2020

**BOARD MEETING DATE:** November 19, 2020

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Jan Pepper, Chief Executive Officer

**SUBJECT:** Energy Supply Procurement Report –November 2020

**BACKGROUND:**

This memo summarizes energy procurement agreements entered into by the Chief Executive Officer since the last regular Board meeting in October. This summary is provided to the Board for information purposes only.

**DISCUSSION:**

The table below summarizes the contracts that have been entered into by the CEO in accordance with the following policy since the last board meeting.

| <b>Execution Month</b> | <b>Purpose</b>                      | <b>Counterparty</b>            | <b>Term</b> |
|------------------------|-------------------------------------|--------------------------------|-------------|
| October                | Purchase of Local Resource Adequacy | Southern California Edison     | 8 months    |
| October                | Purchase of Local Resource Adequacy | Pacific Gas & Electric Company | 7 months    |
| October                | Purchase of Local Resource Adequacy | Pacific Gas & Electric Company | 7 months    |
| October                | Purchase of Local Resource Adequacy | Marin Clean Energy             | 8 months    |
| October                | Sale of Local Resource Adequacy     | Marin Clean Energy             | 7 months    |
| October                | Purchase of Local Resource Adequacy | Marin Clean Energy             | 2 months    |
| October                | Sale of Local Resource Adequacy     | Marin Clean Energy             | 4 months    |

|         |                                      |                               |           |
|---------|--------------------------------------|-------------------------------|-----------|
| October | Purchase of System Resource Adequacy | Marin Clean Energy            | 1 month   |
| October | Purchase of System Resource Adequacy | Pioneer Community Energy      | 1 month   |
| October | Purchase of System Resource Adequacy | Sonoma Clean Power            | 2 months  |
| October | Sale of System Resource Adequacy     | Sonoma Clean Power            | 2 months  |
| October | Purchase of Local Resource Adequacy  | Sonoma Clean Power            | 1 months  |
| October | Purchase of System Resource Adequacy | Silicon Valley Clean Energy   | 6 months  |
| October | Sale of System Resource Adequacy     | Silicon Valley Clean Energy   | 6 months  |
| October | Sale of Local Resource Adequacy      | Silicon Valley Clean Energy   | 5 months  |
| October | Sale of System Resource Adequacy     | Calpine Energy Services, L.P. | 12 months |
| October | Purchase of Local Resource Adequacy  | Calpine Energy Services, L.P. | 12 months |
| October | Purchase of Local Resource Adequacy  | Calpine Energy Services, L.P. | 4 months  |
| October | Purchase of Local Resource Adequacy  | LeapFrog Power, Inc.          | 21 months |
| October | Purchase of System Resource Adequacy | LeapFrog Power, Inc.          | 12 months |

In January 2020, the Board approved the following Policy Number 15 – Energy Supply Procurement Authority.

**Policy:** “Energy Procurement” shall mean all contracting for energy and energy-related products for PCE, including but not limited to products related to electricity, capacity, energy efficiency, distributed energy resources, demand response, and storage. In Energy Procurement, Peninsula Clean Energy Authority will procure according to the following guidelines:

**1) Short-Term Agreements:**

- a. Chief Executive Officer has authority to approve Energy Procurement contracts with terms of twelve (12) months or less, in addition to contracts for Resource Adequacy that meet the specifications in section (b) and in Table 1 below.
- b. Chief Executive Officer has authority to approve Energy Procurement contracts for Resource Adequacy that meet PCE’s three (3) year forward capacity obligations measured in MW, which are set annually by the

California Public Utilities Commission and the California Independent System Operator for compliance requirements.

Table 1:

| Product                    | Year-Ahead Compliance Obligation  | Term Limit      |
|----------------------------|---|-----------------|
| Local Resource Adequacy    | In years 1 & 2, must demonstrate capacity to meet 100% of monthly local obligation for years 1 and 2 and 50% of monthly local obligation for year 3 by October 31 <sup>st</sup> of the prior year | Up to 36 months |
| System Resource Adequacy   | In year 1, must demonstrate capacity to meet 90% of system obligation for summer months (May – September) by October 31 <sup>st</sup> of the prior year   | Up to 12 months |
| Flexible Resource Adequacy | In year 1, must demonstrate capacity to meet 90% of monthly flexible obligation by October 31 <sup>st</sup> of the prior year   | Up to 12 months |

- c. Chief Financial Officer has authority to approve any contract for Resource Adequacy with a term of twelve (12) months or less if the CEO is unavailable and with prior written approval from the CEO.
  - d. The CEO shall report all such agreements to the PCE board monthly.
- 2) **Medium-Term Agreements:** Chief Executive Officer, in consultation with the General Counsel, the Board Chair, and other members of the Board as CEO deems necessary, has the authority to approve Energy Procurement contracts with terms greater than twelve (12) months but not more than five (5) years, in addition to Resource Adequacy contracts as specified in Table 1 above. The CEO shall report all such agreements to the PCE board monthly.
  - 3) **Intermediate and Long-Term Agreements:** Approval by the PCE Board is required before the CEO enters into Energy Procurement contracts with terms greater than five (5) years.
  - 4) **Amendments to Agreements:** Chief Executive Officer, in consultation with the General Counsel and the Board Chair, or Board Vice Chair in the event that the Board Chair is unavailable, has authority to execute amendments to Energy Procurement contracts that were previously approved by the Board.

### **STRATEGIC PLAN:**

The contracts executed in October support the Power Resources Objective A for Low Cost and Stable Power: Develop and implement power supply strategies to procure low-cost, reliable power.



**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

|                         |                   |
|-------------------------|-------------------|
| DATE:                   | November 6, 2020  |
| BOARD MEETING DATE:     | November 19, 2020 |
| SPECIAL NOTICE/HEARING: | None              |
| VOTE REQUIRED:          | None              |

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jan Pepper, Chief Executive Officer  
Siobhan Doherty, Director of Power Resources  
Peter Levitt, Associate Manager, Distributed Energy Resources (DER) Strategy

SUBJECT: Update on Energy Resiliency Strategy

**SUMMARY**

On January 23, 2020, the Peninsula Clean Energy Board of Directors approved staff's three-year, \$10 million strategy to deploy local electricity resiliency programs in San Mateo County. Each month, staff will provide an update report to the Board on the status of the programs deployed under this strategy. Any actual budget commitments would need to be approved by Peninsula Clean Energy's Board in accordance with our policies. The full Energy Resiliency Strategy is available on Peninsula Clean Energy's website: [https://www.peninsulacleanenergy.com/wp-content/uploads/2020/02/Resiliency-Strategy\\_January.pdf](https://www.peninsulacleanenergy.com/wp-content/uploads/2020/02/Resiliency-Strategy_January.pdf)

Below is a list of goals associated with each program, and progress towards each of those goals.

| Program as specified in Resiliency Strategy   | Initial Goal (MW)             | Initial Goal (Customers Served) <sup>1</sup> | Updated Goal (MW)                            | Updated Goal (Customers Served) | MW Installed to Date             | Customers Served to Date |
|---|-------------------------------|--|--|---------------------------------|----------------------------------|--------------------------|
| Medically Fragile Customers                   | 4 MW Solar / 16 MWh Storage   | 675  | 0.2 MW solar / 0.45 MWh storage <sup>2</sup> | 140                             | 0.05 MW solar / 0.33 MWh storage | 99                       |
| Municipal Community Resilience Centers (CRCs) | 5.8 MW Solar / 23 MWh Storage | 9,000 – 18,000                               | 5.8 MW Solar / 23 MWh Storage                | 9,000 – 18,000                  | 0                                | 0                        |
| Distributed Resource Adequacy (RA)            | 40 MWh Storage                | 900  | 2.3-12.8 MW Solar / 8-44 MWh Storage         | 400-2,200                       | 0 MW Solar / 0 MWh storage       | 0                        |

The following programs are in progress, and detailed information is provided below:

1. Public Facility Resilience
2. San Mateo County Facilities DER Evaluation
3. Power on Peninsula – Homeowner
4. Power on Peninsula - Medical
5. Community Resiliency at Faith Institutions – Interfaith Power & Light
6. Future Programs – EVs for Backup Power

## **STRATEGIC PLAN**

The activities and programs described below support the following objectives and key tactics in Peninsula Clean Energy's strategic plan:

- Power Resources Goal 1: Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates

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<sup>1</sup> This figure refers to customers served directly and indirectly

<sup>2</sup> The wide difference in the initial goals and the updated goals for this program is due to a change in program direction, and due to the Distributed RA program serving a significant portion of medically vulnerable customers

- Objective C Local Power Sources: Create a minimum of 20 MW of new power sources in San Mateo County by 2025
  - Key tactic 2: Implement Board-approved strategy to increase community resilience.
  - Key tactic 3: Work with local government partners to identify and catalog opportunities for distributed energy resources across San Mateo County.

## **DETAIL**

### **1. Public Facility Resilience (under Municipal CRCs Program)**

#### **Background**

In Q3 2018, East Bay Community Energy (EBCE), in partnership with Peninsula Clean Energy, was awarded a Bay Area Air Quality Management District grant for a scoping study to identify critical facilities that can provide emergency services during natural disasters, including for community shelter, in the counties of Alameda and San Mateo. These facilities have been studied to evaluate the viability of deploying solar+storage to provide back-up power. Solar+storage at critical facilities can provide a cleaner and more reliable power source than diesel generators and reduce operating costs for the facilities.

This \$300,000, 12-month scoping project has achieved the following two objectives: 1) identified a subset of critical facilities in San Mateo and Alameda counties that can serve as community shelters and/or emergency response hubs during power outages related to Public Safety Power Shutoff events or natural disasters (e.g. police and fire depts, recreation centers, libraries, etc); and 2) narrowed that list to select priority sites based on site hazards, proximity to population, and location in a disadvantaged community or low income zone. The project will deliver the following two objectives next: 1) develop a financial model (e.g. rate design or financial incentive) that results in affordable and widespread deployment of resilient solar systems; and 2) design and assist in the collective procurement for solar+storage installations at priority critical facilities to reduce costs for interested agencies.

This project was initiated in Q3 2019, and Peninsula Clean Energy conducted outreach to cities to identify sites and form a preliminary list of prospective facilities.

Eleven cities responded by the required deadline and identified 118 facilities for initial study: Belmont, Brisbane, Colma, Foster City, Half Moon Bay, Hillsborough, Millbrae, Pacifica, Redwood City, San Carlos, and San Mateo. These cities' facilities were studied for their solar potential, to understand their risk of fault as a result of natural disasters, and to evaluate the population within a 30-minute walk. This is the first phase of the project, and we intend to include additional cities and facilities in the future.

In January, February, and March, staff met with personnel from each of these 11 cities to review initial evaluations studies, discuss city priorities with respect to backup power needs, and consider potential procurement pathways. Based on the initial study and

conversations with the cities, we have narrowed the list of facilities for further evaluation to 49 out of the initial 118 facilities that cities identified.

On May 4, Peninsula Clean Energy released a [Request for Information \(RFI\)](#) in partnership with EBCE, seeking guidance from the solar+storage industry on recommendations for a joint procurement. The RFI posited that CCAs have the knowledge and capability to alleviate some of the pre-development work that goes into solar+storage projects and have a strong financial position to leverage for creative procurement practices. It asked industry how to best make use of these unique CCA attributes to drive down project cost and increase deployment scale.

Responses to the RFI were due on May 22, and we received 18 responses from solar and storage vendors. Staff at Peninsula Clean Energy, EBCE and our consultant, Arup, evaluated responses and had an initial workshop to discuss on June 11. The RFI revealed a strong preference by DER vendors to have one PPA contract with a CCA concerning multiple counterparties, rather than having to negotiate with each public agency individually. The next step in the process is for Peninsula Clean Energy and EBCE to determine in more detail how this might work.

The Power Resources Team began a detailed analysis of a sample of the sites that were evaluated by Arup and determined candidates for resiliency projects based on a scoring system that assessed sites' earthquake zone, accessibility to nearby community, existing building structural integrity, plans for near-term renovations or demolitions, load data, and other attributes. Out of approximately 150 candidate buildings, approximately 50 were run through Arup's analysis tool that generated recommended solar + storage system sizes based on the assumptions that critical loads represented 25% of the normal facility load and resiliency would be required for multiple days. Arup did not do a financial analysis of the costs/benefits of the proposed DERs, which was outside its scope.

Staff began a deeper evaluation of three representative sites analyzed by Arup to assess in detail the cost/benefit streams for DERs at those sites. The team is also exploring the value to ascribe to resiliency both generally and for these specific sites. Staff will meet with representatives from the cities participating in this analysis to understand what impacts they've experienced from previous PSPS events or other power outages and how they value the resilience benefits of a system. This question may be muddled by the COVID-19 crisis and its near-term impacts on municipal budgets. We will also let Board members from the cities know when we plan to schedule these meetings.

The Power Resources Team presented preliminary findings from its DER valuation work internally. We are sharing these preliminary findings with other CCAs and organizations to get their feedback and will continue to vet the calculations and assumptions and refine/explore cost and value streams further. Our determination at this time is that the costs of DERs capable of providing meaningful resilience will be higher than what can be directly captured through currently available incentives and value streams. A key question we are working on to gain better insight is how to value resiliency, as many



benefits of resiliency are not easy to quantify. These projects will likely require supplemental funding. While we continue to explore how we can monetize value streams from resilience-sized systems, such as using them to offset Peninsula Clean Energy's most costly energy purchases, we are also exploring customers' ability and willingness to pay for these incremental costs. We are scoping a small project to explore with our public partners how to value resilience and to identify funding pathways for associated costs. Internally, we have begun developing a DER strategy to be used to make decisions about which types of DER projects to partially or fully fund, ownership models, and associated costs and benefits.

### Current Status

We have drafted a scope of work for the above-referenced work around the value of resilience, which has been expanded to include engagement with facility managers on how to identify and categorize critical loads. The expanded scope includes work to inform a process for resilience DER project intake, as well as inform our understanding of willingness and ability to pay by public partners for these types of projects. We are also considering expanding the scope of engagement to include essential businesses and organizations conducting essential work that are subject to direct financial losses in the event of sustained power outages (for example grocery stores and food banks). We are currently circulating the project scope for internal review and plan to present to executive leadership in November. This project will also help inform our work on a broader DER strategy, as referenced above.

## **2. San Mateo County Facilities DER Evaluation: RFP for DER Site Evaluation and Engineering Services** (will inform Municipal CRC program, but funded separately)

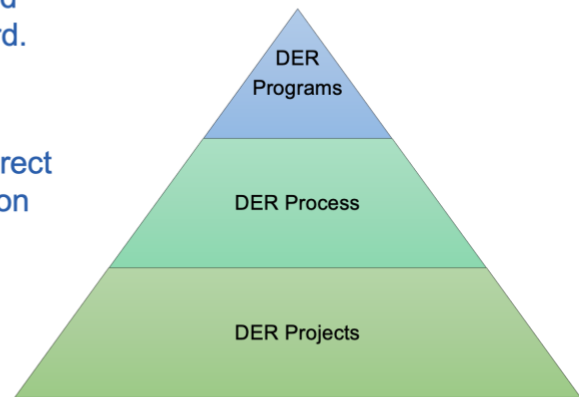
### Background and Current Status

In July, staff released a [Request for Proposals \(RFP\)](#) for offers from qualified providers of design and engineering services to assist in the evaluation of DERs at specific sites. The key scope of work will be to independently inform the deployment of DERs, but it does not include deployment, ownership, or operations of DERs. The consultant will prepare detailed engineering analysis to allow PCE to evaluate the suitability of DERs at specific sites. Not all sites will be suitable for hosting storage and providing resilience via stored energy, but we expect a number of these sites will be candidates. This engineering documentation will also form the basis for an RFP and inform project developers to bid on constructing DERs at these sites. The documentation is expected to include analysis of critical loads, structural integrity, interconnection options, and other drawings, diagrams, notes, and report(s) that characterize the proposed DER deployment and provides sufficient information for a DER vendor to provide a high confidence bid on the project. While this RFP is not specifically focused on resiliency, we will be looking at resiliency options in site evaluations and DER sizing recommendations. We expect that lessons learned and evaluation processes

developed for these projects can inform future DER deployments, including those with a goal of providing resiliency.

## Review of high-level project goals

- Many DER projects don't progress beyond concept due to a lack of clear path forward.
- PCEA can potentially help address this barrier
- Utilize the 7 county facilities to develop direct experience and learnings to inform creation of a clear process through which DER projects can be developed
- With a process in place, effective and targeted DER programs can be provided



The RFP Evaluation Team completed shortlist interviews and selected McCalmont Engineering for this project. A recommendation to approve the contract and associated budget was made to the Board at the October 22, 2020 meeting and approved by the Board. We are budgeting beyond the seven County sites originally planned as additional sites may be identified for evaluation over the term of the contract.

### Current Status

We have executed a contract between Peninsula Clean Energy and McCalmont Engineering and held a project kickoff meeting on November 6 to discuss project goals and plan. We will next have a kickoff meeting with San Mateo County personnel. The current site list for evaluation includes:

- San Mateo County Events Center
- San Mateo County Youth Services
- Maple Street Correctional Facility
- Government Center Parking Garage
- Half Moon Bay Airport
- San Carlos Airport
- Pescadero Landfill

All sites will be considered for solar and energy storage, though the sites will determine what equipment can actually be deployed. The Board approved additional budget for further site evaluations; the complete list of sites is still being developed.

### 3. Power on Peninsula – Homeowner (Distributed RA Program)

#### Background

Power on Peninsula – Distributed Energy Storage (formerly referred to as Distributed Resource Adequacy) is an energy resiliency program run by Peninsula Clean Energy stemming from the energy resiliency strategy published by staff in January 2020, and the joint solicitation for Resource Adequacy Capacity with three other Load-Serving Entities (LSEs) in November 2019. Under this solicitation, Peninsula Clean Energy, East Bay Community Energy, Silicon Valley Clean Energy, and Silicon Valley Power are utilizing LSEs' connections to our customers and RA purchasing obligations to motivate new solar+storage systems to provide energy resiliency throughout the Bay Area.

In June, the Board approved and staff executed a Distributed Energy Storage Agreement, Customer Data Sharing Non-Disclosure Agreement, and a Co-Marketing Agreement with Sunrun. Under the Distributed Energy Storage Agreement, Sunrun will install 1 – 5 MW (4 – 20 MWh) of battery energy storage systems on single family and multi-family residences in San Mateo County, with a minimum of 10% installed for low income customers, customers on CARE, FERA or Medical Baseline rates, or located in a disadvantaged community. Staff is still evaluating options for a similar contract structure targeting commercial customers.

We launched a new section of the PCE website that highlights this program - <https://www.peninsulacleanenergy.com/pop-homeowner/>. Board members are encouraged to point their customers to this webpage. Peninsula Clean Energy customers who sign up for this program may receive an incentive between \$500 - \$1,250.

#### Current Status

Key activities and accomplishments during the month of October are as follows:

- Peninsula Clean Energy and Sunrun continued to implement the **co-marketing plan**, including the “Power On Peninsula” program on Peninsula Clean Energy’s website, social media outreach, direct mailings to targeted customers. This month’s activities included issuing posts on Facebook and Twitter, distributing a newsletter to 2,000 Peninsula Clean Energy customers, and inclusion on an email blast sent to about 132,000 Peninsula Clean Energy customers.
- To address potential concerns about brand management and program success, Sunrun presented a **Sales Process Guide** to Peninsula Clean Energy. The guide introduced the Sunrun team that is now dedicated full-time to CCA

programs and their respective responsibilities, provided a flow chart and description of the sales process from lead generation to installation, and reviewed ways to optimize quality control in its sales process in order to improve customer experience and increase conversion rates.

- Sunrun and Peninsula Clean Energy kicked off the **Power On Peninsula - Multifamily program** with, which will provide solar and storage opportunities to affordable multifamily housing developers.
- TerraVerde provided a draft **Residential Customer Satisfaction Survey** outline for Peninsula Clean Energy's review. The purpose of the survey is to evaluate the customer experience / interface with Peninsula Clean Energy and Sunrun regarding the Power on Peninsula program. The survey will be administered by TerraVerde and will target two groups: 1) Customers who completed the entire sales and installation process; and 2) Customers who were contacted but ultimately did not choose to participate in the program.
- TerraVerde revised its **load modification analysis** (which quantifies load modification impacts on procurement costs, Resource Adequacy obligation, and greenhouse gas emissions) based on input from Peninsula Clean Energy and from Sunrun.
- Peninsula Clean Energy developed a scope of work to **hire a labor compliance firm** in order to verify Sunrun's workforce obligations in their contract.

#### 4. Power on Peninsula – Medical (Medically Fragile Customers Program)

##### Background

Grid outages can be life threatening for people that depend on electricity to power medical equipment. Clean backup power can help customers that depend on medical equipment to remain in their homes during a power outage and continue to have access to electricity. This could also reduce power outage-related calls to emergency services from these customers.

For renters and homeowners of condos or mobile homes where it is difficult to install solar, staff is implementing a program to donate portable backup batteries targeting customers that are currently on or eligible for the Medical Baseline rate tariff and live in high fire-threat districts<sup>3</sup> or areas that were impacted by two or more PSPS events in 2019 (mostly the coast from Montara south to the County border and unincorporated rural mountainous areas). The Medical Baseline program is an assistance program for residential customers with special energy needs due to medical conditions. Enrollment in this program provides a lower rate on energy bills and extra notifications in advance

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<sup>3</sup> CPUC Fire Map: <https://ia.cpuc.ca.gov/firemap/#>

of PSPS events.<sup>4,5</sup> This portable battery donation program provides a long-term solution to increase safety, resilience, and independence for medically vulnerable residents.

In July, the Board approved a budget of \$750,000 for this program. Peninsula Clean Energy signed a contract with a local hardware store, Hassett Hardware, for purchase, storage, delivery, and customer training for Yeti 3000x batteries and Boulder 200 Briefcase foldable solar panels.

Peninsula Clean Energy has contracted with two non-profit community organizations – Senior Coastsiders and Puente de la Costa Sur—to educate customers regarding the PG&E Medical Baseline Rate, disaster preparedness planning, and this battery donation program. These two organizations are also helping us identify the customers who meet the eligibility criteria identified above.

#### Current Status

The initial batch of batteries were received August 19th and Hassett started delivering to high-priority customers immediately. As of early-November, **Hassett has delivered 109 Yeti 3000x batteries to a total of 99 medically vulnerable Peninsula Clean Energy customers.**<sup>6</sup> In addition, the full shipment of Boulder 200 Briefcase foldable solar panels was received in mid-September, and Hassett has delivered 28 units to medically vulnerable Peninsula Clean Energy customers

Staff is hosting weekly coordination calls among the following organizations:

- Senior Coastsiders;
- Puente de la Costa Sur;
- City of Half Moon Bay (Public Works and Emergency Services);
- Center for Independence for Individuals with Disabilities; and
- Central Coast Energy Services.

All these organizations are actively working on backup battery solutions for medically vulnerable residents in areas most likely to be impacted by future Public Safety Power Shutoff (PSPS) events.

## **5. Community Resiliency at Faith Institutions – Interfaith Power & Light**

### Background

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<sup>4</sup> “Apply for the Medical Baseline Program”: [https://www.pge.com/en\\_US/residential/save-energy-money/help-paying-your-bill/longer-term-assistance/medical-condition-related/medical-baseline-allowance/medical-baseline-allowance.page?WT.mc\\_id=Vanity\\_medicalbaseline](https://www.pge.com/en_US/residential/save-energy-money/help-paying-your-bill/longer-term-assistance/medical-condition-related/medical-baseline-allowance/medical-baseline-allowance.page?WT.mc_id=Vanity_medicalbaseline)

<sup>5</sup> “Medical Baseline”: <https://www.cpuc.ca.gov/medicalbaseline/>

<sup>6</sup> Customers with certain medical equipment may require more than one battery to provide the appropriate amount of backup power.

This pilot project seeks to recruit and equip 3-5 faith institutions to be community resilience hubs with clean energy backup power and emergency preparedness plans to respond to community needs during a natural disaster or emergency. Through this pilot, Peninsula Clean Energy will capture practical knowledge to inform and design future resilience programs.

The project engaged four congregations across San Mateo County: (1) Hope United Methodist Church, (2) Congregational Church of San Mateo, (3) Peninsula Sinai Congregation, and (4) Unitarian Universalists of San Mateo. All projects were anticipated to start mid-2020, however, installations are delayed due to impacts of COVID-19.

The pilot project highlighted two key learnings: (1) what are the best practices for designing an emergency preparedness plan for off-grid operation, and (2) what standards exist for developers to properly size storage for resiliency needs. The seemingly larger storage requirement to support longer duration off-grid operation increases the cost of the storage system reducing financial feasibility of the project.

#### Current Status

*Hope United:* Installed a solar energy system that is operational. The vendor who installed the solar does not have the capabilities to pursue SGIP funds. The congregation is currently pursuing donations to receive funds for battery storage.

*Peninsula Sinai Congregation:* The Peninsula Sinai Board of Directors approved plans to purchase a solar+storage system from Luminant, which will be installed in Q3 2021.

*First Congregational Church of San Mateo:* Currently receiving solar+storage bids. Selecting an EV charging station provider. Evaluating financing options for energy storage.

*Unitarian Universalist Church of San Mateo:* Received one bid for solar+storage; seeking additional bids.

The term of the contract between California Interfaith Power & Light and Peninsula Clean Energy has ended. Peninsula Clean Energy will evaluate the opportunity for follow-on engagement with California Interfaith Power & Light as we approach the one-year anniversary of having launched our Energy Resiliency Strategy.

## **6. Future Programs**

### EVs for Backup Power and/or Vehicle-to-Grid (V2G) functionality

EVs require powerful batteries and therefore represent an energy asset that can act as a virtual power plant, charging their batteries with renewable energy during the daytime, and discharging their batteries to the grid when there is high demand during evening hours. Additionally, these fleets can provide backup power by reserving a portion of their overall capacity in the event of a power outage. In the U.S., there are some limits

around using EVs in this way due to limitations in warranties. However, we expect this to change over time as “V2Home” (Vehicle to Home) programs become implemented by car companies and/or other third-party suppliers.

Staff is tracking several Vehicle to Grid (V2G) companies and pilot projects for possible development with Peninsula Clean Energy. These range from light-duty vehicles (vehicles equipped with Chademo ports, mostly the Nissan Leaf) to heavy-duty school buses. We are developing a V2G program track, which will be incorporated into a larger fleet strategy, which will be presented to the board in the next couple of months.” This will include day-to-day customer bill management for EV fleets and could potentially include bi-directional grid support and backup emergency power demonstrations.

This program is managed by the Community Energy Programs team.

We will explore the feasibility of a V2G pilot, in coordination with the Community Energy Programs Team, at one of the San Mateo County facilities discussed in Item 2 above.

This vehicle to building demonstration is included as a component of the Local Government Fleets program, which has been submitted for the Board's approval at the November 19 Board meeting.

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
September 30, 2020  
(\$000s)



Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
September 30, 2020  
(\$000s)

Net Position Balance

| <u>Fiscal Year</u>        | <u>Actual/Budget</u>    | <u>Amount</u>    |
|---------------------------|-------------------------|------------------|
| June 30, 2016             | Audited                 | (\$1,044)        |
| June 30, 2017             | Audited                 | \$21,711         |
| June 30, 2018             | Audited                 | \$85,365         |
| June 30, 2019             | Audited                 | \$140,139        |
| June 30, 2020             | Audited                 | \$189,072        |
| <b>September 30, 2020</b> | <b>Unaudited Actual</b> | <b>\$193,016</b> |
| June 30, 2021             | Budget                  | \$186,927        |

Unrestricted Cash/Investments Balance

| <u>Fiscal Year</u>        | <u>Actual/Budget</u>    | <u>Amount</u>    |
|---------------------------|-------------------------|------------------|
| June 30, 2016             | Audited                 | \$2,333          |
| June 30, 2017             | Audited                 | \$17,382         |
| June 30, 2018             | Audited                 | \$64,889         |
| June 30, 2019             | Audited                 | \$114,069        |
| June 30, 2020             | Audited                 | \$178,176        |
| <b>September 30, 2020</b> | <b>Unaudited Actual</b> | <b>\$189,294</b> |
| June 30, 2021             | Budget                  | \$181,528        |

Change in Net Position

| <u>Fiscal Year</u>        | <u>Actual/Budget</u>    | <u>Amount</u>  |
|---------------------------|-------------------------|----------------|
| FY2015-2016               | Audited                 | (\$1,044)      |
| FY2016-2017               | Audited                 | \$22,755       |
| FY2017-2018               | Audited                 | \$63,655       |
| FY2018-2019               | Audited                 | \$54,774       |
| FY2019-2020               | Audited                 | \$48,933       |
| <b>September 30, 2020</b> | <b>Unaudited Actual</b> | <b>\$3,944</b> |
| FY2020-2021               | Budget                  | (\$8,531)      |

Cost of Electricity

| <u>Fiscal Year</u>        | <u>Actual/Budget</u>    | <u>Amount</u>   |
|---------------------------|-------------------------|-----------------|
| FY2015-2016               | Audited                 | \$0             |
| FY2016-2017               | Audited                 | \$64,501        |
| FY2017-2018               | Audited                 | \$170,135       |
| FY2018-2019               | Audited                 | \$194,035       |
| FY2019-2020               | Audited                 | \$216,066       |
| <b>September 30, 2020</b> | <b>Unaudited Actual</b> | <b>\$66,741</b> |
| FY2020-2021               | Budget                  | \$197,445       |

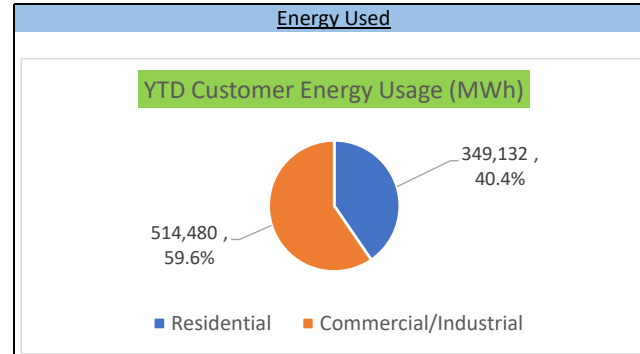
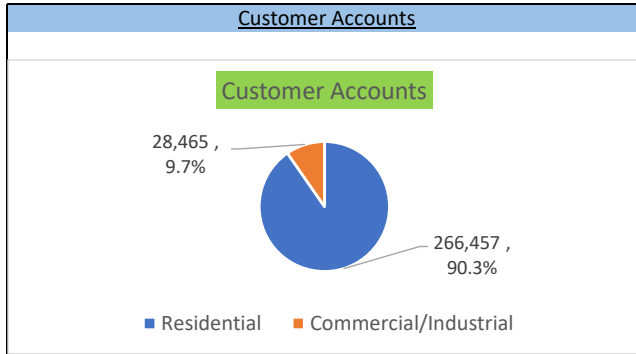
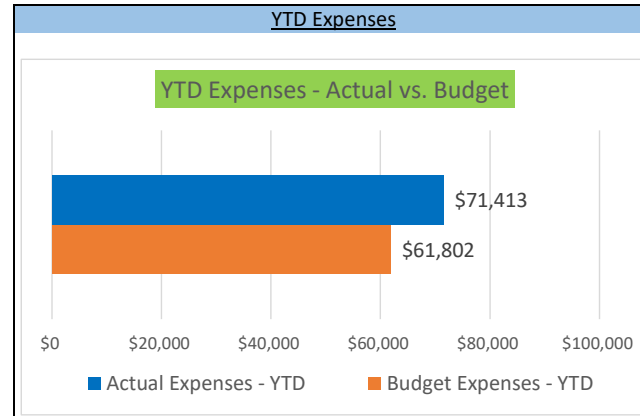
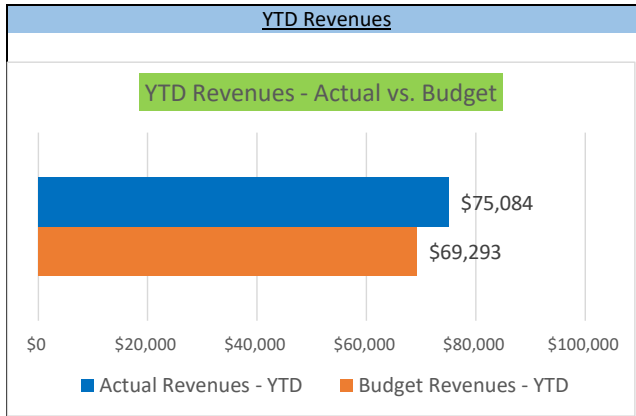
Revenues

| <u>Fiscal Year</u>        | <u>Actual/Budget</u>    | <u>Amount</u>   |
|---------------------------|-------------------------|-----------------|
| FY2015-2016               | Audited                 | \$0             |
| FY2016-2017               | Audited                 | \$93,129        |
| FY2017-2018               | Audited                 | \$244,738       |
| FY2018-2019               | Audited                 | \$259,782       |
| FY2019-2020               | Audited                 | \$278,093       |
| <b>September 30, 2020</b> | <b>Unaudited Actual</b> | <b>\$75,084</b> |
| FY2020-2021               | Budget                  | \$215,703       |

Total Operating Expenses

| <u>Fiscal Year</u>        | <u>Actual/Budget</u>    | <u>Amount</u>   |
|---------------------------|-------------------------|-----------------|
| FY2015-2016               | Audited                 | \$1,041         |
| FY2016-2017               | Audited                 | \$70,104        |
| FY2017-2018               | Audited                 | \$180,970       |
| FY2018-2019               | Audited                 | \$206,952       |
| FY2019-2020               | Audited                 | \$231,337       |
| <b>September 30, 2020</b> | <b>Unaudited Actual</b> | <b>\$71,413</b> |
| FY2020-2021               | Budget                  | \$225,642       |

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
September 30, 2020  
(\$000s)



**NOTE: FINANCIAL STATEMENTS ARE PRELIMINARY UNTIL THE ANNUAL AUDIT IS COMPLETED.**

- **Revenues** were \$5.8 MM above Budget in Q1 as a result of energy load being higher than budgeted.

Most of the amount over budget was related to Residential use as Work-from-Home activities continued.

Q2 Revenues are expected to be higher than budgeted as well since the PCIA Trigger is expected to be implemented in 2021 versus as planned on October 1, 2020.

- **Total Expenses** were \$9.6 MM above budget in Q1 as a result of significantly higher energy costs than budgeted.

Higher usage than planned contributed to some of the cost. However, the bulk of the negative overage was related to 2 significant/historic heat waves in August and September that created significant price imbalances in the market.

In addition, the weather was significantly hotter than forecasted contributing to very high prices on an extended basis.

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
September 30, 2020  
(\$000s)

|                                     | Year-to-date    |                 |   |                                     | Full Year (FY 2020-2021) |   |                            |
|-------------------------------------|-----------------|-----------------|---|-------------------------------------|--------------------------|---|----------------------------|
|                                     | Actual          | Budget          | Variance:<br>Favorable /<br>(Unfavorable) | YTD Actual as<br>% of YTD<br>Budget | Budget                   | YTD Actual as<br>% of Full Year<br>Budget | Prior Year<br>Actual (YTD) |
| <b>OPERATING REVENUES</b>           |                 |                 |   |                                     |                          |   |                            |
| Electricity Sales, net              | \$ 74,403       | \$ 68,768       | \$ 5,636                                  | 108.2%                              | \$ 213,553               | 34.8%                                     | \$ 84,646                  |
| Green electricity premium           | 681             | 526             | 155                                       | 129.4%                              | 2,151                    | 31.6%                                     | 693                        |
| <b>Total Operating Revenues</b>     | <b>\$75,084</b> | <b>\$69,293</b> | <b>\$5,790</b>                            | <b>108.4%</b>                       | <b>\$215,703</b>         | <b>34.8%</b>                              | <b>\$85,338</b>            |
| <b>OPERATING EXPENSES</b>           |                 |                 |   |                                     |                          |   |                            |
| Cost of energy                      | 66,741          | 55,322          | (11,420)                                  | 120.6%                              | 197,445                  | 33.8%                                     | 54,749                     |
| Staff compensation                  | 1,356           | 1,384           | 28  | 98.0%                               | 6,237                    | 21.7%                                     | 904                        |
| Data Manager                        | 845             | 855             | 10  | 98.9%                               | 3,420                    | 24.7%                                     | 950                        |
| Service Fees - PG&E                 | 313             | 315             | 2   | 99.5%                               | 1,260                    | 24.9%                                     | 313                        |
| Consultants/Professional Svcs       | 841             | 863             | 22  | 97.5%                               | 3,068                    | 27.4%                                     | 69                         |
| Legal                               | 374             | 433             | 58  | 86.5%                               | 1,708                    | 21.9%                                     | 268                        |
| Communications/Noticing             | 223             | 1,377           | 1,154                                     | 16.2%                               | 2,873                    | 7.8%                                      | 230                        |
| General and Administrative          | 392             | 461             | 69  | 84.9%                               | 1,947                    | 20.1%                                     | 326                        |
| Community Energy Programs           | 303             | 763             | 459                                       | 39.8%                               | 7,550                    | 4.0%                                      | 308                        |
| Depreciation                        | 24              | 30              | 6   | 81.3%                               | 133                      | 18.3%                                     | 22                         |
| <b>Total Operating Expenses</b>     | <b>71,413</b>   | <b>61,802</b>   | <b>(9,612)</b>                            | <b>115.6%</b>                       | <b>225,642</b>           | <b>31.6%</b>                              | <b>58,141</b>              |
| <b>Operating Income (Loss)</b>      | <b>\$3,671</b>  | <b>\$7,492</b>  | <b>(\$3,821)</b>                          | <b>49.0%</b>                        | <b>(\$9,939)</b>         | <b>-36.9%</b>                             | <b>\$27,197</b>            |
| <b>Total Nonoperating Inc/(Exp)</b> | <b>274</b>      | <b>352</b>      | <b>(78)</b>                               | <b>77.7%</b>                        | <b>1,408</b>             | <b>19.4%</b>                              | <b>601</b>                 |
| <b>CHANGE IN NET POSITION</b>       | <b>\$3,944</b>  | <b>\$7,844</b>  | <b>(\$3,900)</b>                          |                                     | <b>(\$8,531)</b>         | <b>-46.2%</b>                             | <b>\$27,798</b>            |

# PENINSULA CLEAN ENERGY AUTHORITY

## STATEMENT OF NET POSITION

As of September 30, 2020

### ASSETS

#### Current assets

|                                       |                    |
|---------------------------------------|--------------------|
| Cash and cash equivalents             | \$ 8,180,038       |
| Accounts receivable, net of allowance | 26,398,200         |
| Investments                           | 35,010,004         |
| Other receivables                     | 1,023,775          |
| Accrued revenue                       | 14,944,492         |
| Prepaid expenses                      | 927,191            |
| Deposits                              | 1,130,000          |
| Restricted cash                       | 32,386,560         |
| Total current assets                  | <u>120,000,260</u> |

#### Noncurrent assets

|                                     |                    |
|-------------------------------------|--------------------|
| Capital assets, net of depreciation | 407,507            |
| Investments                         | 143,793,478        |
| Deposits                            | 134,840            |
| Total noncurrent assets             | <u>144,335,825</u> |
| Total assets                        | <u>264,336,085</u> |

### LIABILITIES

#### Current liabilities

|   |                   |
|---|-------------------|
| Accounts payable  | 798,852           |
| Accrued cost of electricity                               | 38,307,932        |
| Accrued payroll   | 406,429           |
| Deferred revenue and other liabilities                    | 185,137           |
| Supplier deposits - energy suppliers                      | 29,061,513        |
| User taxes and energy surcharges due to other governments | 966,862           |
| Total current liabilities                                 | <u>69,726,725</u> |

#### Noncurrent liabilities

|                                      |                   |
|--------------------------------------|-------------------|
| Supplier deposits - energy suppliers | <u>1,593,433</u>  |
| Total liabilities                    | <u>71,320,158</u> |

### NET POSITION

|                                    |                       |
|------------------------------------|-----------------------|
| Investment in capital assets       | 407,507               |
| Restricted for security collateral | 5,618,194             |
| Unrestricted                       | <u>186,990,226</u>    |
| Total net position                 | <u>\$ 193,015,927</u> |

**PENINSULA CLEAN ENERGY AUTHORITY**

**STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN NET POSITION**

**July 1, 2020 through September 30, 2020**

**OPERATING REVENUES**

|                           |                   |
|---------------------------|-------------------|
| Electricity sales, net    | \$ 74,403,172     |
| Green electricity premium | 680,689           |
| Total operating revenues  | <u>75,083,861</u> |

**OPERATING EXPENSES**

|                                 |                   |
|---------------------------------|-------------------|
| Cost of electricity             | 66,741,390        |
| Contract services               | 2,304,334         |
| Staff compensation and benefits | 1,355,974         |
| General and administration      | 937,166           |
| Depreciation                    | 24,327            |
| Total operating expenses        | <u>71,363,191</u> |
| Operating income (loss)         | <u>3,720,670</u>  |

**NONOPERATING REVENUES (EXPENSES)**

|                                       |                |
|---------------------------------------|----------------|
| Interest and investment income        | 296,525        |
| Charitable contributions              | (50,000)       |
| Finance costs                         | (23,000)       |
| Nonoperating revenues (expenses), net | <u>223,525</u> |

**CHANGE IN NET POSITION**

|                                     |                       |
|-------------------------------------|-----------------------|
|                                     | 3,944,195             |
| Net position at beginning of period | <u>189,071,732</u>    |
| Net position at end of period       | <u>\$ 193,015,927</u> |

# PENINSULA CLEAN ENERGY AUTHORITY

## STATEMENT OF CASH FLOWS July 1, 2020 through September 30, 2020

### CASH FLOWS FROM OPERATING ACTIVITIES

|   |                   |
|---|-------------------|
| Receipts from customers                               | \$ 71,587,159     |
| Receipts from supplier security deposits              | 40,000            |
| Payments to suppliers for electricity                 | (55,765,081)      |
| Payments to suppliers for other goods and services    | (3,302,495)       |
| Payments for staff compensation and benefits          | (1,307,759)       |
| Payments of taxes and surcharges to other governments | (1,086,200)       |
| Payments of charitable contributions                  | (50,000)          |
| Net cash provided (used) by operating activities      | <u>10,115,624</u> |

### CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

|  |                    |
|--|--------------------|
| Finance costs payments                                       | (23,000)           |
| Deposits and collateral paid                                 | <u>(1,130,000)</u> |
| Net cash provided (used) by non-capital financing activities | <u>(1,153,000)</u> |

### CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

|                                    |                 |
|------------------------------------|-----------------|
| Payments to acquire capital assets | <u>(19,319)</u> |
|------------------------------------|-----------------|

### CASH FLOWS FROM INVESTING ACTIVITIES

|  |                     |
|--|---------------------|
| Proceeds from investment sales                   | 31,495,293          |
| Investment income received                       | 551,768             |
| Purchase of investments                          | <u>(48,861,444)</u> |
| Net cash provided (used) by investing activities | <u>(16,814,383)</u> |

|  |                             |
|--|-----------------------------|
| Net change in cash and cash equivalents          | (7,871,078)                 |
| Cash and cash equivalents at beginning of period | 48,437,676                  |
| Cash and cash equivalents at end of period       | <u><u>\$ 40,566,598</u></u> |

### Reconciliation to the Statement of Net Position

|  |                             |
|--|-----------------------------|
| Cash and cash equivalents (unrestricted) | \$ 8,180,038                |
| Restricted cash                          | 32,386,560                  |
| Cash and cash equivalents                | <u><u>\$ 40,566,598</u></u> |

**PENINSULA CLEAN ENERGY AUTHORITY**

**STATEMENT OF CASH FLOWS (continued)**

**July 1, 2020 through September 30, 2020**

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET  
CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

|  |                      |
|--|----------------------|
| Operating income (loss)  | \$ 3,720,670         |
| Adjustments to reconcile operating income to net<br>cash provided (used) by operating activities |                      |
| Depreciation expense   | 24,327               |
| Revenue adjusted for uncollectible accounts  | 241,040              |
| Charitable contributions considered an operating<br>activity for cash flow purposes only         | (50,000)             |
| (Increase) decrease in:  |                      |
| Accounts receivable  | (3,730,648)          |
| Other receivables  | 597,491              |
| Accrued revenue  | (1,202,767)          |
| Prepaid expenses   | 2,762,167            |
| Increase (decrease) in:  |                      |
| Accounts payable   | (395,742)            |
| Accrued payroll and related  | 48,215               |
| Accrued cost of electricity  | 9,472,398            |
| Deferred revenue and other accrued liabilities   | (1,521,000)          |
| User taxes and energy<br>surcharges due to other governments                                     | 109,473              |
| Supplier security deposits   | 40,000               |
| Net cash provided (used) by operating activities   | <u>\$ 10,115,624</u> |

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PENINSULA CLEAN ENERGY - FRB  
ACCOUNT 5000141-001

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Period from September 1, 2020 to September 30, 2020

## MARKET VALUE RECONCILIATION

|                                   | CURRENT PERIOD<br>09/01/2020 TO 09/30/2020 | YEAR TO DATE<br>07/01/2020 TO 09/30/2020 |
|-----------------------------------|--|--|
| <b>Beginning Market Value</b>     | <b>89,946,715.91</b>                       | <b>82,391,646.51</b>                     |
| <b>Receipts</b>                   |  |  |
| Cash Receipts                     | .00  | 7,500,000.00                             |
| <b>Total Receipts</b>             | <b>.00</b>                                 | <b>7,500,000.00</b>                      |
| <b>Disbursements</b>              |  |  |
| Cash Disbursements                | .00  | - 30,963.74                              |
| <b>Total Disbursements</b>        | <b>.00</b>                                 | <b>- 30,963.74</b>                       |
| <b>Asset Activity</b>             |  |  |
| Taxable Interest                  | 3,116.97                                   | 188,145.69                               |
| Realized Gain/Loss                | - 5,447.73                                 | - 31,324.27                              |
| Change In Unrealized Gain/Loss    | - 50,771.40                                | - 27,579.96                              |
| Change In Accrued Income          | 47,078.22                                  | - 49,232.26                              |
| <b>Total Asset Activity</b>       | <b>- 6,023.94</b>                          | <b>80,009.20</b>                         |
| <b>Net Change In Market Value</b> | <b>- 6,023.94</b>                          | <b>7,549,045.46</b>                      |
| <b>Ending Market Value</b>        | <b>89,940,691.97</b>                       | <b>89,940,691.97</b>                     |



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## COST RECONCILIATION

|                             | CURRENT PERIOD<br>09/01/2020 TO 09/30/2020 | YEAR TO DATE<br>07/01/2020 TO 09/30/2020 |
|-----------------------------|--|--|
| <b>Beginning Cost</b>       | <b>89,895,643.62</b>                       | <b>82,363,765.66</b>                     |
| <b>Receipts</b>             |  |  |
| Cash Receipts               | .00  | 7,500,000.00                             |
| <b>Total Receipts</b>       | <b>.00</b>                                 | <b>7,500,000.00</b>                      |
| <b>Disbursements</b>        |  |  |
| Cash Disbursements          | .00  | - 30,963.74                              |
| <b>Total Disbursements</b>  | <b>.00</b>                                 | <b>- 30,963.74</b>                       |
| <b>Asset Activity</b>       |  |  |
| Taxable Interest            | 3,116.97                                   | 188,145.69                               |
| Realized Gain/Loss          | - 5,447.73                                 | - 31,324.27                              |
| Change In Accrued Income    | 47,078.22                                  | - 49,232.26                              |
| <b>Total Asset Activity</b> | <b>44,747.46</b>                           | <b>107,589.16</b>                        |
| <b>Ending Cost</b>          | <b>89,940,391.08</b>                       | <b>89,940,391.08</b>                     |

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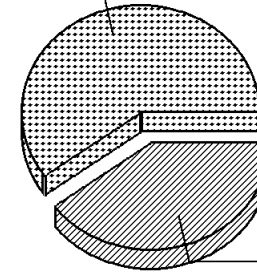
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## ASSET SUMMARY

| ASSETS                 | 09/30/2020<br>MARKET VALUE | % OF<br>MARKET |
|------------------------|----------------------------|----------------|
| Cash And Equivalents   | 53,759,125.04              | 59.77          |
| U.S. Government Issues | 18,607,706.00              | 20.69          |
| Corporate Issues       | 16,422,141.17              | 18.26          |
| Foreign Issues         | 1,000,180.00               | 1.11           |
| <b>Total Assets</b>    | <b>89,789,152.21</b>       | <b>99.83</b>   |
| Accrued Income         | 151,539.76                 | 0.17           |
| <b>Grand Total</b>     | <b>89,940,691.97</b>       | <b>100.00</b>  |

CASH EQUIV & ACCR 59.94%



BONDS 40.06%

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## MARKET VALUE RECONCILIATION

|   | CURRENT PERIOD<br>09/01/2020 TO 09/30/2020 | YEAR TO DATE<br>07/01/2020 TO 09/30/2020 |
|---|--|--|
| <b>Beginning Market Value</b>                   | <b>90,112,984.21</b>                       | <b>82,435,172.65</b>                     |
| <b>Receipts</b>                                 |  |  |
| Cash Receipts                                   | .00  | 7,500,000.00                             |
| Non-Cash Receipts                               | .00  | 650,064.00                               |
| <b>Total Receipts</b>                           | <b>.00</b>                                 | <b>8,150,064.00</b>                      |
| <b>Disbursements</b>                            |  |  |
| Non-Cash Deliveries                             | .00  | - 649,818.00                             |
| <b>Total Disbursements</b>                      | <b>.00</b>                                 | <b>- 649,818.00</b>                      |
| <b>Asset Activity</b>                           |  |  |
| Taxable Interest                                | 97,790.26                                  | 361,481.53                               |
| Realized Gain/Loss                              | - 5,243.57                                 | - 29,175.31                              |
| Change In Unrealized Gain/Loss                  | - 52,228.35                                | - 52,895.06                              |
| Assets Received Or Delivered Adjustment         | .00  | - 246.00                                 |
| <b>Total Adj Change In Unrealized Gain/Loss</b> | <b>- 52,228.35</b>                         | <b>- 53,141.06</b>                       |
| Change In Accrued Income                        | - 3,521.46                                 | - 64,802.72                              |
| <b>Total Asset Activity</b>                     | <b>36,796.88</b>                           | <b>214,362.44</b>                        |
| <b>Net Change In Market Value</b>               | <b>36,796.88</b>                           | <b>7,714,608.44</b>                      |
| <b>Ending Market Value</b>                      | <b>90,149,781.09</b>                       | <b>90,149,781.09</b>                     |

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## COST RECONCILIATION

|                             | CURRENT PERIOD<br>09/01/2020 TO 09/30/2020 | YEAR TO DATE<br>07/01/2020 TO 09/30/2020 |
|-----------------------------|--|--|
| <b>Beginning Cost</b>       | <b>90,077,781.98</b>                       | <b>82,399,303.71</b>                     |
| <b>Receipts</b>             |  |  |
| Cash Receipts               | .00  | 7,500,000.00                             |
| Non-Cash Receipts           | .00  | 646,002.00                               |
| <b>Total Receipts</b>       | <b>.00</b>                                 | <b>8,146,002.00</b>                      |
| <b>Disbursements</b>        |  |  |
| Non-Cash Deliveries         | .00  | - 646,002.00                             |
| <b>Total Disbursements</b>  | <b>.00</b>                                 | <b>- 646,002.00</b>                      |
| <b>Asset Activity</b>       |  |  |
| Taxable Interest            | 97,790.26                                  | 361,481.53                               |
| Realized Gain/Loss          | - 5,243.57                                 | - 29,175.31                              |
| Change In Accrued Income    | - 3,521.46                                 | - 64,802.72                              |
| <b>Total Asset Activity</b> | <b>89,025.23</b>                           | <b>267,503.50</b>                        |
| <b>Ending Cost</b>          | <b>90,166,807.21</b>                       | <b>90,166,807.21</b>                     |

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## ASSET SUMMARY

| ASSETS                 | 09/30/2020<br>MARKET VALUE | % OF<br>MARKET |
|------------------------|----------------------------|----------------|
| Cash And Equivalents   | 288,525.07                 | 0.32           |
| U.S. Government Issues | 75,588,675.50              | 83.85          |
| Corporate Issues       | 8,703,643.70               | 9.65           |
| Foreign Issues         | 1,000,180.00               | 1.11           |
| Municipal Issues       | 4,288,161.15               | 4.76           |
| <b>Total Assets</b>    | <b>89,869,185.42</b>       | <b>99.69</b>   |
| Accrued Income         | 280,595.67                 | 0.31           |
| <b>Grand Total</b>     | <b>90,149,781.09</b>       | <b>100.00</b>  |

