

**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, January 28, 2021
6:30 pm**

PLEASE NOTE: for Video conference: <https://meetings.ringcentral.com/j/1480891960>

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

then enter the Meeting ID: 148 089 1960 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. 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.

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. Approve Peninsula Clean Energy Generation Rate Changes (Action)
5. Approve Peninsula Clean Energy Participation in California Community Power (CC Power) Joint Powers Authority and Delegate Authority to the Chief Executive Officer to Execute the CC Power Joint Powers Authority Agreement (Action)
6. Presentation on SMC (San Mateo County) Climate Alliance (Discussion)
7. Discussion and Action Re: Citizens Advisory Committee Statement on Equity (Action)
8. Board Members' Reports (Discussion)

CONSENT AGENDA

9. Approve EV (Electric Vehicle) Charging Incentives for the County of San Mateo (Action)
10. Approve Market Research Contract (Action)
11. Authorize the General Counsel to execute with the law firms of Clean Energy Counsel and Hall Energy Law, Engagement Agreements allowing for Terms from February 2021 through February 2022 in amounts not to exceed of \$250,000 (Action)
12. Approval of the Minutes for the December 17, 2020 Meeting (Action)
13. Approval of the Minutes for the January 12, 2021 Special Meeting (Action)

INFORMATION ONLY REPORTS

14. Marketing and Outreach Report
15. Regulatory and Legislative Report
16. Community Energy Programs Report
17. Procurement Report

18. Resiliency Strategy Report

19. PCE Participation in Arrears Management Program (AMP)

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

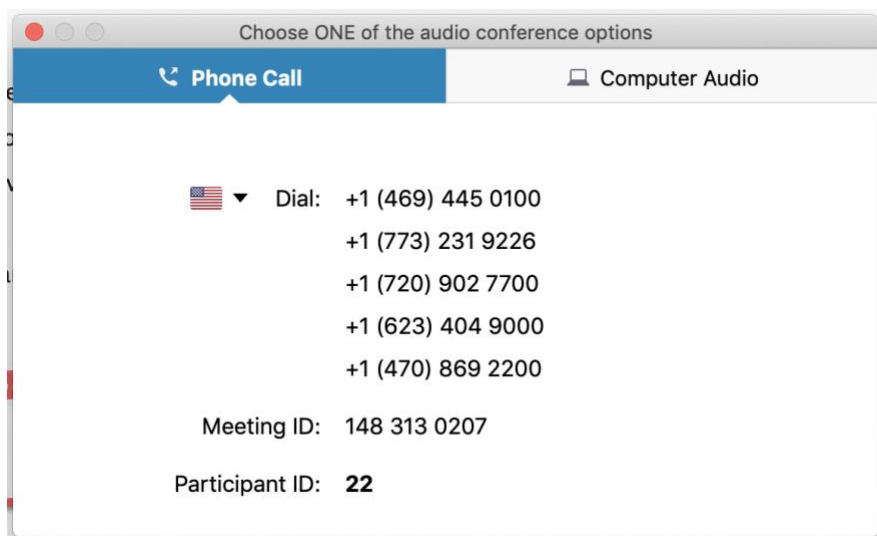
Videoconference Options:

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/1480891960>
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.

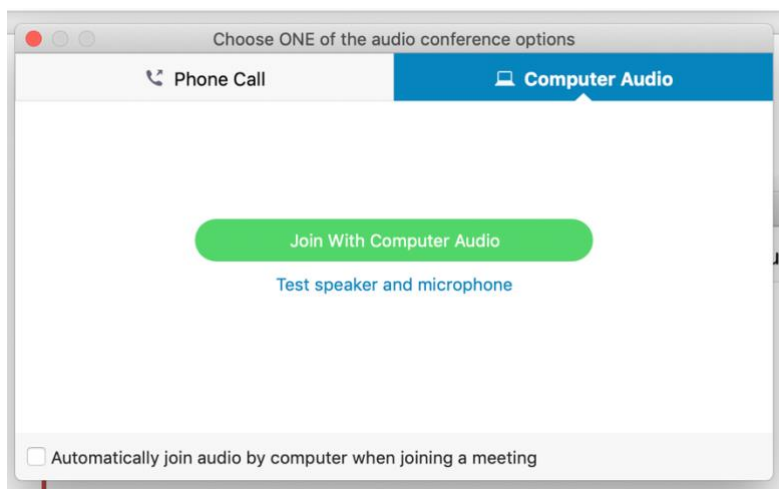


IMPORTANT: Please do not use the Participant ID that is in the picture to the left. Enter the Participant ID that appears on your own personal pop-up.

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: **148 089 1960 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/1480891960>
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,,1480891960# (US West)

+1(720)9027700,,1480891960# (US Central)

+1(773)2319226,,1480891960# (US North)

+1(469)4450100,,1480891960# (US South)

+1(470)8692200,,1480891960# (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: 148 089 1960 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.



**PUBLIC COMMENT for Peninsula Clean Energy
Board of Directors, Executive Committee, and Citizens Advisory Committee**

On Wed, Dec 23, 2020 at 1:28 PM Tim E Strinden <timstr11@netscape.net> wrote:

Thanks, Michael. I believe there should be committee email addresses, so the public may contact the members directly without going through intermediaries, attending meetings, or looking up their individual websites. That is the way it works in my city of Belmont, where there are separate email addresses for the city council and each commission and committee. Please pass this concern on to the groups I mentioned.

Thank you.
Tim Strinden

----- Forwarded Message -----

Subject:Re: Re[4]: Misleading Mailer from Peninsula Clean Energy

Date:Wed, 23 Dec 2020 13:18:27 -0800

From:Michael Totah <mtotah@peninsulacleanenergy.com>

To:Tim E Strinden <timstr11@netscape.net>

CC:Info <info@peninsulacleanenergy.com>

Tim,

As the Board and Executive Committee members are all elected officials, you can contact them directly through their individual websites, but Peninsula Clean Energy does not host their personal contact information. There are no committee email addresses or phone numbers - the info@peninsulacleanenergy.com email address and 1-866-966-0110 phone number are the avenues to ask questions/voice comments immediately, and then publicly held meetings are set frequently so members of the public can attend and speak directly to these committees.

Best,

Michael Totah
Senior Analyst, Account Services
Peninsula Clean Energy
(650) 992-2579

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Visit us at: [Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

On Wed, Dec 23, 2020 at 12:55 PM Tim E Strinden <timstr11@netscape.net> wrote:

Michael,

I'm aware I may attend their meetings, but believe it would also be helpful if the public could contact them by email or phone. Is that possible?

Tim

----- Forwarded Message -----

Subject:Re: Re[3]: Misleading Mailer from Peninsula Clean Energy

Date:Wed, 23 Dec 2020 12:51:45 -0800

From:Michael Totah <mtotah@peninsulacleanenergy.com>

To:Tim E Strinden <timstr11@netscape.net>

Tim,

As a public agency, all of our meetings are available for the public to attend and provide feedback/comments/questions. You can attend any of our Board, Executive, and Citizens Advisory Committee meetings and contact them directly. To receive notifications of when these meetings will be held and how to attend virtually (as we are now holding them virtually during Covid), please subscribe to this email: updates@peninsulacleanenergy.com.

Best,

Michael Totah
Senior Analyst, Account Services
Peninsula Clean Energy
(650) 992-2579

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On Wed, Dec 23, 2020 at 12:32 PM Tim E Strinden <timstr11@netscape.net> wrote:

Thanks, Michael! I appreciate that you will forward my comments to the groups I mentioned, but please let me know if there is currently a way for the public to contact them directly.

Happy holidays to you as well!

Tim

----- Forwarded Message -----

Subject:Re: Re[2]: Misleading Mailer from Peninsula Clean Energy

Date:Wed, 23 Dec 2020 12:03:34 -0800

From:Michael Totah <mtotah@peninsulacleanenergy.com>

To:Tim E Strinden <timstr11@netscape.net>

CC:Info <info@peninsulacleanenergy.com>

Tim,

Thank you for your feedback. We'll make sure to forward over your comments to the committees you mentioned and will let you know of any action taken in response to your suggestions. I appreciate your detailed look and attention to our mailers and to your electricity sources!

All the best and Happy Holidays,

Michael Totah
Senior Analyst, Account Services
Peninsula Clean Energy
(650) 992-2579

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On Wed, Dec 23, 2020 at 6:43 AM Tim E Strinden <timstr11@netscape.net> wrote:

Michael,

Thanks for your quick reply. Yes, I have your August mailer, which was much more clear and informative for customers. However, I forgot about that mailer when reviewing your most recent mailer, and wrongly believed that the State figures in the new mailer were those for PG&E, and that that was the only choice other than your two plans. I had to call Peninsula Clean Energy and PG&E twice each before I finally reached someone at PG&E who could explain my options clearly. After that, I switched from your ECOplus plan to PG&E's Base Plan, because I believe PG&E's plan is more environmentally friendly due to its much higher nuclear content.

Even if the State requires that you compare your power content to the State's, I believe you should also include PG&E's plan options in any mailers you send out, to avoid confusion.

Please also forward this email to your Board of Directors, Citizens Advisory Committee, Executive Committee, and other members of your Team, and let me know if there is a way to contact them directly. I believe that contact information should be added to your website.

Please let me know of any action taken in response to my suggestions.

Sincerely,
Tim Strinden
650-394-5061

----- Forwarded Message -----

Subject:Re: Misleading Mailer

Date:Tue, 22 Dec 2020 16:44:12 -0800

From:Michael Totah <mtotah@peninsulacleanenergy.com>

To:Tim E Strinden <timstr11@netscape.net>

CC:Info <info@peninsulacleanenergy.com>

Tim,

Thank you for writing in. The recent mailer is a state requirement that all electricity service providers must send to their customers comparing their power content to the State's. We agree that it's much more accurate in our region to compare our power content to PG&E's, which is why we send out a joint rate mailer with PG&E every year that not only compares our power content to theirs, but also our rates. We sent that out back in late August. You can view a PDF of that mailer here: https://www.peninsulacleanenergy.com/wp-content/uploads/2020/09/PCE-mailers-E1_V2.pdf

Let me know if I can help you with anything else.

Best,

Michael Totah
Senior Analyst, Account Services
Peninsula Clean Energy
(650) 992-2579

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Visit us at: [Website](#) | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

On Tue, Dec 22, 2020 at 4:23 PM Tim E Strinden <timstr11@netscape.net> wrote:

Dear Sirs,

Your recent mailer comparing your energy plans with the 2019 CA Power Mix is misleading. Instead, you should compare your plans with PG&E, which has a much more environmentally friendly power mix than CA overall. The choice on the peninsula is not with CA overall, but with PG&E. PG&E does not use natural gas or coal, so it is unfair to imply that such energy sources would be used if leaving Peninsula Clean Energy. Plus, PG&E uses 44% nuclear, which I believe makes it more environmentally friendly than your plans.

In the future, please compare your plans with PG&E rather than CA overall. Please forward this message to your Board of Directors, Citizens Advisory Committee, Executive Committee, and other members of your Team. Your website does not show how to contact these individuals directly, which is a major failure in communication and transparency.

Sincerely,
Tim Strinden
Belmont resident
Phone: 650-394-5061



**PUBLIC COMMENT for Peninsula Clean Energy
Board of Directors**

Sun, Jan 17, 2021 at 12:40 PM Jim <altiejim@gmail.com> wrote:

Dear Board members,

The Daily Journal article from December 7th, 2020 entitled " Peninsula Clean Energy Board rejects P.G.&E. offer of nuclear credits" described the difficult decision made by a majority of board members to stand tall and reject that offer. Although there are many, even in the environmental movement, that conclude nuclear power to be the lesser of two evils this was not the question before you. the question was: should we ask our costumers to shoulder the additional costs of procuring truly clean energy or make the choice to save money and substitute an energy source that is possibly the most dangerous energy source ever developed?

I believe the board made the right decision in rejecting an offer from P.G.&E. to accept the nuclear credits. The power plant from which this power was to be allocated is set to be decommissioned soon enough and for good reason. I am encouraged you did not give in to the self-serving offer from P.G.&E.

I would like to suggest the board encourage its members, especially elected officials, to use their influence to incorporate the 100% reusable energy option offered by the organization in all new development. I reside in the City of San Bruno and incredibly there has been no effort to take full advantage of this progressive utility and incorporate these benefits in any new developments. I personally hope that can change in my city but this has proven not to be an organic outcome. With the full weight of the board pursuing 100% renewable energy mandates in new development on the peninsula even a city like mine, San Bruno, will find it difficult to continue to do business as usual. Thank you for all the good work this program is doing

Jim Evangelist San Bruno , Ca.



PUBLIC COMMENT for Peninsula Clean Energy Board of Directors

From Bruce Karney, Mountain View, CA

Tue, Jan 19, 2021 at 8:13 AM BRUCE KARNEY <bkarney@comcast.net>

<https://docs.google.com/document/d/1DA5ffEmYnc0m7M3a6QeQ2AvnBI-NQGVUFmkGXUA7PMI/edit?usp=sharing>

This document can be edited by anyone and I hope that PCE Board members will sign it in their capacity as City and Town Council members and County Supervisors.

Requesting Your Support for a Bill Idea

This document describes a proposal that would let cities and counties implement a Utility User Tax (UUT) that taxes natural gas at a different rate – preferably a higher rate -- than electricity. They cannot currently do in Pacific Gas and Electric (PG&E) territory and possibly also in San Diego Gas and Electric (SDG&E) territory. State Senator Josh Becker's office is interested in the proposal but wants to see how much support there is from elected city and county officials. I am reaching out to you and other City Council members and County Supervisors to read this proposal and **indicate your support for the concept by going to the end of this document to "sign on" as a supporter.**

Proposed Legislation

We request that Senator Becker sponsor legislation in the 2021 Session that would require PG&E (and possibly SDG&E) to modify their billing software by March 1, 2022 to make it possible for it to support different UUT rates for electricity and natural gas within a customer class for any City or County that chooses to adopt such taxes. That deadline has been chosen so that UUT proposals that are put on the ballot in November 2022 or later can have rate-setting flexibility that is currently lacking.

In order not to penalize an affected utility financially, we request that the legislation allow the utility to put the costs of the software modifications into its rate base in 2022 if, and only if, the March 1, 2022 deadline is met. The amount included in the rate base would be the lesser of actual project costs or \$800,000.

Background on UUTs

One-third of California cities and three counties impose a UUT on electricity and natural gas. Voter approval is required to adopt a UUT or to change the tax rate of a UUT. Existing UUT rates on gas and electricity range from 1% to 11% with a median of 5%.

In cities where customers receive a combined gas and electric bill from PG&E the utility's billing software currently requires that the UUT tax rate be the same for natural gas and electricity within

each of the three customer classes of residential, agricultural, and industrial/commercial. This is true even when the electricity provider is a Community Choice Aggregator. PG&E's software currently allows cities to exempt low-income households from paying UUT. Some cities do this, most do not.

We do not know if the same is true for the billing software used by SDG&E, but if so then this proposal would apply to it too. There is no intention to apply the proposal to investor-owned utilities that provide only natural gas or only electricity. It would not apply to municipal utilities, even those like Palo Alto's which provide both electricity and natural gas, because the City itself can modify its billing software's ability to handle any combination of tax rates its voters approve.

Because California is committed to decarbonizing its economy, and because some cities and counties are moving to decarbonize faster than the state requires, it makes sense to give local jurisdictions the flexibility to tax natural gas and electricity at different rates if their elected officials and residents wish to do so.

City and County budgets have been badly strained by the pandemic, and many jurisdictions will need to raise new revenue. Given the widespread awareness of the damaging impacts of greenhouse gas emissions from fossil fuels like natural gas, measures that call for new or increased UUTs only on natural gas would be more likely to be approved than ones that tax both energy sources. Having this flexibility would benefit cities that do not currently have energy UUTs as well as those that want to increase their gas UUT but not the electricity UUT.

Environmental Impact

The proposed legislation simply gives cities and counties more flexibility in setting UUT rates, so in and of itself it has no environmental impact. However, recent research (*Natural Gas Price Elasticities and Optimal Cost Recovery Under Consumer Heterogeneity: Evidence from 300 Million Natural Gas Bills*, Maximilian Auffhammer and Edward Rubin, January 2018 <https://haas.berkeley.edu/wp-content/uploads/WP287.pdf>) has shown that a 5% increase in the price of natural gas leads to a 1% reduction the amount of gas used by residential rate payers. A typical PG&E residential customer pays \$115/month for 500 kWh of electricity, so would pay \$5.75/month more if a 5% UUT on electricity were in effect. Similarly, the typical residential customer with gas service pays about \$55/month for 32 therms of natural gas, so would pay \$2.75/month more if a 5% UUT on natural gas were in effect.

Example of Modifying a UUT to Achieve Local Policy Goals

In November 2012, voters in Arcata imposed a 45% UUT on residential electricity consumption that exceeded 600% of PG&E's baseline amount. The purpose was to drive marijuana grow houses out of Arcata. Grow houses could be identified by the huge amount of electricity they used for lighting. To implement the tax change, Arcata had to pay PG&E \$626,700, which was a substantial investment for a city of 17,000 residents. The tax increase had the desired effect and the number of grow houses fell dramatically within two years of implementation.



No other city benefited from Arcata's investment. Under the proposed legislation, a similar investment would give California's cities and counties the flexibility to raise new revenue for general purposes or to achieve local environmental goals.

References

Utility User Tax Facts (PDF) and UUTs by City as of July 2020 (Excel):

<http://www.californiacityfinance.com/index.php#UUT>

Supporters of this bill idea:

Lisa Schmidt, Council Member, Los Altos Hills

**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: January 21, 2021
BOARD MEETING DATE: January 28, 2021
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:

Board Subcommittees

PCE staff occasionally asks for a small group of volunteers from the board who have specific expertise or interest to meet with staff on particular subjects. In the next couple of months, we anticipate asking for board members to meet with staff on these subjects:

- Legislative Subcommittee (met on Jan 20): discuss PCE legislative platform
- Strategic Budget Priorities Subcommittee (met on Jan 22): review budget priority options
- Marketing Subcommittee (to meet in mid-February): discuss CY2021 marketing messaging
- Procurement Subcommittee (to meet in mid-February): review short-listed projects from November 2020 long-term renewables and storage RFO
- Board Succession Planning Subcommittee (to meet in late February): discuss board training and ways to engage new and returning board members

Impact of COVID-19 on PCE Load

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

Other Meetings and Events Attended by CEO

Participated in weekly and monthly CalCCA Board, Executive Committee, and Legislative Committee meetings

Participated in weekly CC Power updates and January 20 CC Power CEO meeting

Participated in SV5 (formerly called MAG5) meetings

**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: January 19, 2021
BOARD MEETING DATE: January 28, 2021
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Leslie Brown, Director of Customer Care

SUBJECT: Authorize an adjustment in Peninsula Clean Energy's (PCE's) rates to maintain a 5% discount in generation charges for ECOplus compared to PG&E

RECOMMENDATION:

Approve a Resolution to adjust Peninsula Clean Energy's ECOplus rates effective February 1, 2021 to reflect a net 5% discount relative to January 1, 2021 PG&E rates.

BACKGROUND:

PG&E implemented rate adjustments across all rate schedules effective January 1, 2021. Changes to the PCIA and PG&E's Generation rates had significant impacts across all current rate schedules.

A significant increase in the PCIA was initially expected in the last few months of 2020 due to an overall under-collection of PCIA funds by PG&E instigated by the \$0.05 cap on PCIA increases that was implemented in 2020. The 'uncapping' of the PCIA that was initially expected to be implemented at the end of 2020 was put on hold while PG&E, the CCA's and the CPUC negotiated a settlement to address the under-collection and the ongoing issues posed by the PCIA cap. Ultimately the settlement resulted in a suspension of the PCIA cap going forward and an amortization of the under-collected funds from 2020 over the next three years. Increases in the PCIA for 2021 differ slightly on customer class (see table below). System wide adjustments to PG&E generation rates reflect a general decrease across the board putting further downward pressure on PCE's rates (see table below). The cumulative effect of these combined actions is that PCE will need to significantly lower its generation rates to maintain the net 5% discount on its ECOplus rate resulting in less revenue to PCE.

Detailed tariff sheets for all rate schedules for rates that went into effect on January 1, 2021 were not available ahead of time for PCE staff to calculate and prepare corresponding rates for Board approval until after PG&E's rates went into effect. At this time PCE's effective rate is currently higher than PG&E's bundled rates. In order to implement adjustments to customer rates as soon as possible, therefore minimizing the

amount of time PCE customers would experience a variance in the net 5% discount in generation charges, PCE staff is recommending the Board approve this Resolution authorizing rate adjustments as needed to maintain a net 5% discount on the ECOplus product. Once approved, PCE staff will work with our back-office provider Calpine to implement new rates in February.

An additional rate change from PG&E is expected to occur in March 2021. Staff will evaluate the impact of those changes when detailed tariff sheets are available and will return to the Board with a recommendation at that time.

DISCUSSION:

Staff has been working closely with Calpine to calculate, program and test new rates upon Board approval to move forward with the proposal to maintain the 5% net discount on generation rates. The intention is to have all rates implemented starting February 1, 2021.

FISCAL IMPACT:

This action will ensure that PCE is able to continue the 5% value proposition of ECOplus to our customer base. PCE's rates will be adjusted in line with PG&E's Generation rate changes and then reduced to reflect the increase in the PCIA. Significant increases to the PCIA rate combined with adjustments to the Generation rates in 2020 will result in less revenue overall for PCE in 2021. Staff is continuing to evaluate options for rate adjustments going forward as another rate change is expected to come from PG&E in March 2021.

PG&E System Average Generation Rates (\$/kWh)			
Customer Class	5.1.20	1.1.21	% Change
Residential	\$ 0.11752	\$ 0.11209	-5%
Small Commercial	\$ 0.11507	\$ 0.10780	-6%
Medium Commercial	\$ 0.12116	\$ 0.11540	-5%
E19T	\$ 0.09671	\$ 0.09980	3%
E19P	\$ 0.10094	\$ 0.09576	-5%
E19S	\$ 0.11304	\$ 0.10817	-4%
Streetlights	\$ 0.09364	\$ 0.08931	-5%
Standby	\$ 0.08613	\$ 0.08074	-6%
Agriculture	\$ 0.10856	\$ 0.10114	-7%
E-20 T	\$ 0.09576	\$ 0.09140	-5%
E-20 P	\$ 0.10210	\$ 0.09793	-4%
E-20 S	\$ 0.10721	\$ 0.10215	-5%
SYSTEM	\$ 0.11224	\$ 0.10703	-5%

PCIA (\$/kWh)			
Customer Class	5.1.20	1.1.21	% Change
Residential	\$ 0.03340	\$ 0.04402	32%
Small Commercial	\$ 0.03199	\$ 0.04271	34%
Medium Commercial	\$ 0.03447	\$ 0.04580	33%
Large Commercial	\$ 0.03158	\$ 0.04197	33%
Streetlights	\$ 0.02662	\$ 0.03506	32%
Standby	\$ 0.02413	\$ 0.03186	32%
Agriculture	\$ 0.02985	\$ 0.03974	33%
E-20 T	\$ 0.02711	\$ 0.03592	32%
E-20 P	\$ 0.02921	\$ 0.03850	32%
E-20 S	\$ 0.03039	\$ 0.04023	32%
BEV1	\$ 0.02695	\$ 0.03569	32%
BEV2	\$ 0.03220	\$ 0.04212	31%

STRATEGIC PLAN:

Adjusting PCE rates to maintain the net 5% discount value proposition is consistent with PCE's goal to provide customers with cleaner electricity at a lower cost than what would otherwise be provided by PG&E.

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO,

STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO ADJUST
PENINSULA CLEAN ENERGY'S RATES IN ORDER TO MAINTAIN A 5% DISCOUNT
IN GENERATION CHARGES AS COMPARED TO PG&E**

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California ("Peninsula Clean Energy" or "PCE"), that

WHEREAS, the Peninsula Clean Energy Authority ("PCEA") was formed on February 29, 2016 as a Community Choice Aggregation program ("CCA"); and

WHEREAS, the Board has established a set of strategic goals to guide PCE, including maintaining a cost-competitive electric-generation rate for County residents and businesses; and

WHEREAS, on January 1, 2021, PG&E implemented adjustments to both the Power Charge Indifference Adjustment (PCIA) and its own generation rates; and

WHEREAS, PG&E's rate changes necessitate changes to PCE's rates in order to maintain a net 5% discount in generation charges

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board authorizes the Chief Executive Officer to implement adjustments to Peninsula Clean Energy's ECOplus rates, in order to maintain a net 5% discount in generation charges compared to PG&E, effective February 1, 2021.

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**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: January 19, 2021
BOARD MEETING DATE: January 28, 2021
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

SUBJECT: Approve Peninsula Clean Energy Participation in California Community Power (CC Power) Joint Powers Authority; Adopt Resolution to Delegate Authority to Chief Executive Officer to Execute CC Power Joint Powers Authority Agreement

RECOMMENDATION

Approve that PCE form—together with eight other CCAs—a new joint powers agency (currently named, “California Community Power,” or “CC Power”) and join CC Power as an initial member. CC Power will enable the CCAs to leverage their combined buying power to provide cost effective joint services, programs, and procurement of energy resources and products.

BACKGROUND

At the December 7, 2020 Executive Committee meeting, members of the EC were unanimous in their support of PCE joining CC Power. At the December 17 Board of Directors meeting, the full board engaged in a discussion about joining CC Power. During that discussion, it was requested that a special study session be scheduled to address the questions that multiple board members had about CC Power. A study session was held on January 12 and a comprehensive FAQ document (attached) was provided to all board members to answer board questions. A meeting of the CEOs of the expected initial CC Power members was held on January 20, with PCE participating in that meeting.

CCAs are now taking a leadership role in procuring long-duration storage to help meet reliability needs for their communities and the state. CCAs expect additional projects to be jointly procured in the future. CCA expansion creates opportunities to combine CCA buying power to provide customers with cost effective services, programs, and procurement of energy resources and products.

DISCUSSION

The attached FAQ document contains 40 questions and answers and provides details about CC Power (one new Q&A raised during the study session was added to the original FAQ). There are nine CCAs, including PCE, that have been working together to form CC Power. To date, the boards of six CCAs have approved joining CC Power: MCE, SJCE, SVCE, RCEA, SCP, and EBCE. The board of 3CE will be considering the decision at their xx meeting and our board is considering the decision at its January 28 board meeting. CPSF has a longer approval process and is expected to approve joining CC Power in March. Provided PCE approves joining CC Power at our January 28 board meeting, it is planned that these 8 CCAs will all sign the CC Power JPA agreement on January 29 and the legal filings with the state and applicable counties will occur on February 1. A press release is scheduled to be issued on February 1.

Purpose: As proposed, CC Power will provide its member CCAs the broad ability to leverage their combined buying power to provide customers with cost effective services or programs, and acquisition of energy resources and products. The first opportunity to utilize CC Power is the procurement of long duration storage resources. Recently, eight CCAs issued a joint Request for Offers (“RFO”) for long duration energy storage projects.

Structure: CC Power’s structure follows the traditional JPA structure. Nine initial CCAs would become initial members of CC Power and would jointly exercise their powers to contract, plan, finance, purchase, and conduct services, programs or procurement of energy resources or products. The JPA Agreement allows for additional public agencies deemed eligible by the CC Power Board to join CC Power in the future. The nine anticipated initial CC Power members include: Peninsula Clean Energy, MCE, 3CE, Sonoma Clean Power, Redwood Coast Energy Authority, Silicon Valley Clean Energy, San Jose Clean Energy, and East Bay Community Energy. Due to their longer approval process, Clean Power SF will not be one of the initial signatories to the JPA Agreement but plans to join CC Power in March pending approval by its governing board.

CC Power will be a public entity operated in compliance with the Ralph M. Brown Act (California Government Code section 54950 et seq.) and governed by a Board of Directors consisting of the Chief Executive Officer, or designee, as appointed by each member CCA’s Board.

Size: The combined load of the nine anticipated CC Power initial members is about the same size as the remaining bundled load of PG&E. The benefits of being a member of this JPA include the economies of scale it provides, as well strategic legislative and regulatory benefits.

Labor and Environmental Policies: At the January 20, 2021 CEO meeting of the likely initial members of CC Power, the CEOs discussed broader policy development issues, such as environmental policies, labor policies, and diversity. A statement of principles, which could address general labor and environmental standards, will be discussed by the CC Power members at the first meeting of CC Power in February. It is also expected that specific labor and environmental policies that apply to individual projects will be developed and agreed to by those CC Power members that are participating in that particular project.

First Project - Long-Duration Storage: On October 15, 2020, the nine CCAs intending to form CC Power issued a joint Request for Offers (RFO) for long-duration energy storage projects, which would be contracted through CC Power. The solicitation calls for in front of the meter, grid-charged long duration storage technology with a minimum discharge duration of 8 hours and commercial operation by 2026. The PPA for the project will have a minimum delivery period of 10 years. Proposals were received on December 1, 2020 with contract approval targeted for July 2021. The procurement leads from each of the CCAs are in the process of evaluating the proposals received under this RFO.

FISCAL IMPACT:

Administrative and general costs associated with the operation of CC Power shall be equally shared by the members of CC Power. PCE's share of administrative and general costs of CC Power for 2021 is expected to be approximately \$12,000. Over time, these administrative and general costs are expected to range from \$10,000 to \$30,000 annually.

CC Power expects to use contract employees to conduct the basic business needs of the JPA. Costs would be shared equally among the nine original members and any additional members would also pay an equal share of the original costs.

Separate from the administrative and operating costs for CC Power itself, there would be additional costs for any specific project(s) in which PCE chooses and obtains PCE Board approval to participate. The same staff may be used for project agreements and JPA activity, but time spent on project activity would be billed only to the members who had signed onto that project agreement.

STRATEGIC PLAN:

The CC Power JPA 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 energy¹ 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: Manage portfolio to meet risk, cost, and reliability objectives
 - Objective D New Power Resources: Continually explore and support innovative sources and solutions for clean energy.

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

- Key Tactic 3: Stimulate development of innovative renewable generation and storage products and technologies
- Organizational Excellence Goal 1: Ensure organizational excellence by adhering to sustainable business practices and fostering a workplace culture of innovation, diversity, transparency, and integrity
 - Objective B: Foster a culture of innovation to yield solutions that accelerate our mission
 - Key Tactic 4: Collaborate with other CCAs to find solutions and methods to evolve and drive innovation.

ATTACHMENTS:

- California Community Power Joint Powers Authority FAQ, January 2021
- CC Power Joint Powers Agreement

RESOLUTION

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO,

STATE OF CALIFORNIA

* * * * *

RESOLUTION APPROVING THE CALIFORNIA COMMUNITY POWER AGENCY JOINT POWERS AGREEMENT AND DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT.

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, California has an ever-increasing need for reliability resources, and CCAs are seeking to meet that need by procuring long-duration storage; and

WHEREAS, a number of public community choice aggregation agencies (“CCAs”) wish to leverage their combined buying power to provide customers with cost effective services or programs and procure energy resources and products by forming a new joint powers authority (“California Community Power Agency” or “CC Power”), comprised of each CCA as an initial member; and

WHEREAS, an agreement (“Agreement”) establishing the formation of CC Power has been drafted and reviewed by the CEOs and general counsels of the initial member CCAs; and

WHEREAS, Peninsula Clean Energy’s Executive Committee has reviewed the Agreement and recommended its approval by the Board; and

WHEREAS, the Board wishes to join Peninsula Clean Energy as a member of CC Power to jointly procure long-duration energy storage and to participate in any other energy projects with the other member CCAs that are authorized by and approved under the Agreement; and

WHEREAS, the Board approves the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board does hereby approve the California Community Power Agency Joint Powers Agreement and delegates authority to the Chief Executive Officer to execute the Agreement with any minor, nonsubstantive modifications that have been approved by the Chief Executive Officer and PCE’s legal counsel.

* * * * *

California Community Power Joint Powers Authority (CC Power JPA) FAQ

January 2021

Q1: How did this come about — did we come to the conclusion that we need more storage, and that creating and joining this new JPA would be the best way to find more storage? Or were we investigating creating a JPA and thought that a benefit of the JPA would be that we could do a large RFO for storage?

A: A combination of the two. We have determined that storage, including long-duration storage, is an important component to meet our 2025 goal of 100% carbon-free energy on a 24 x 7 basis. For the last several years we have been working closely with the local CCAs: East Bay Community Energy, Silicon Valley Clean Energy, San Jose Clean Energy, and Central Coast Community Energy (formerly Monterey Bay Community Power). Creating a super-JPA was first discussed in 2018, prior to long-duration energy storage. The rationale at that time, was essentially the same as now, that benefits for individual CCA's from joint procurement economies of scale is an option to develop. Up to now, we have collaborated through cost sharing arrangements and on an ad hoc basis. The move by NextEra in introducing a pumped hydro storage bill that would be paid for by all LSEs and the CPUC IRP policy related to long-duration storage precipitated discussion of a super-JPA. It was thought that the super-JPA would bring value to individual CCAs not only for economies of scale but also strategic legislative and regulatory benefits. Recently there's been a lot of interest in storage at the California Public Utilities Commission (CPUC), and California Independent System Operator (CAISO) and how to provide reliability in times of need. We would prefer this storage and source of reliability to be a clean alternative. Additionally, since the potential JPA members have many of the same back office needs as these other CCAs, a future collaboration could look at ways to efficiently combine our efforts and reduce these costs.

Q2: Are these other CCAs in line with us in terms of labor? Are they also in line with us in terms of local hiring, trying to site local projects, and considering the effects of energy projects on wildlife?

A: Peninsula Clean Energy probably looks at labor most closely out of most of the CCAs. Many CCAs have PLAs for new projects that they have contracted for. We might have to work harder to get other CCAs to see our point of view, but we might also have to be flexible. In general, CCAs, being community organizations, are interested in local hiring, so we are all aligned there. We may not all be in alignment on whether that local labor should be union or non-union. Note that the California Labor Code does require payment of prevailing wages for certain construction work on projects funded at least in part with public funds and for certain energy service contracts (CA Labor Code § 1720, 1720.6). Thus, some labor on some projects may require payment of prevailing wages under California law. That will be a project by project determination. As far as adverse effects on wildlife, it would depend on the technology. We are always looking at the environmental impacts of any project, and we will continue to do so.

Q3: If we have a large amount of distributed generation, and are committed to a certain amount of battery storage in a project with this JPA agreement, will we end up obligated to pay for power we won't need?

A: That is an unlikely scenario since we have large power needs and likely will not be able to use distributed energy to meet the majority of our energy needs. We will still need to engage in large projects in order to meet our total needs.

The projects that CC Power will engage in through this long-duration storage solicitation are not simply for generating electricity. Rather, they are for energy storage during times when there is excess energy and discharging energy during times when energy is needed.

Q4: What are the “Three Phases” of CC Power projects?

A: Phase 1 is for project exploration; Phase 2 is for subscription to the project and negotiations of primary agreements between the contracting parties; and Phase 3 is the project commitment phase.

CC Power Projects - 3 Phase process



Q5: In Phase 1, CC Power and its members determine the need for a project. If the JPA as an organization then launches the RFO, but less than all 9 of the member CCAs decide that they want to explore the project, how is that managed? If only some of the CCAs that are members of CC Power want to participate in the exploration phase, would CC Power itself still be the entity doing project exploration or would it be the individual member CCAs that wanted to explore the project?

A: In Phase 1, members of the CC Power JPA would be surveyed to see which are interested in a particular procurement solicitation. Members who are interested would sign an RFO Participation Agreement to go through an RFO process. Any costs associated with the Phase 1 RFO are **allocated equally** among those CCA members who are interested in an informal cost sharing agreement. PCE's cost allocation would come to PCE's Board for approval if the costs for any one particular RFO Participation Agreement involved a commitment of \$100,000 or more. Once CC Power is operational, the RFO Participation Agreement will be between CC Power and those individual CCA members who are interested in exploring the project.

Q6: In Phase 2: Subscription & Negotiations you have gotten a response to the RFO that went out under Phase 1. What would happen if one or more of those CCAs that participated in Phase 1 drop out during Phase 2? If someone drops out in the negotiation phase because they don't like the terms of the negotiation, then how is that managed?

A: For Phase 2 only those CCAs that signed the RFO Participation Agreement in Phase 1 would have the option to continue to the Phase 2 subscription and negotiation phase. Those that subscribe to projects in Phase 2 are considered committed and agree to help pay for a percentage of the costs associated with subscription and negotiations during this phase. If a CCA subscribed in Phase 2 and then dropped out during negotiations, that CCA would still have to pay its portion of the costs of subscription and negotiations. Note that the contribution for those costs is a self-nominating amount based on how much of the proposed project that CCA is interested in and does not have to correlate with load share. PCE's cost allocation would come to PCE's Board for approval if the costs for any one particular Phase 2 evaluation involved a commitment of \$100,000 or more.

Q7: In Phase 3: Project Commitment, we have already engaged in negotiations, drafted a power purchase agreement and are about to enter into that agreement. Will that power purchase agreement be signed by CC Power? Will there be a contractual term in the agreement that limits liability only to those members that participate in the project?

A: As currently contemplated the power purchase agreement would be signed by CC Power. We expect to learn from the discussions with developers and choose the commercial forms most beneficial to members. Phase 3 is the project commitment phase and is much more binding. We do anticipate that there will be contractual protections against liability for CC Power itself and liability for any members of CC Power that are not participating in the particular project, consistent with and in addition to the provisions already included in the Government Code. In other similar projects undertaken by JPAs, these agreements have been styled:

- (1) Power Purchase Agreement between CC Power and the developer
- (2) Project Participation Agreement between CC Power and the individual participating CCAs
- (3) Project Operations Agreement between CC Power and the individual participating CCAs

Each project is unique however and the exact commercial structure for the first CC Power project may differ from past JPA energy infrastructure projects. In prior JPA project efforts, the Power Purchase Agreement has incorporated by reference the Project Participation Agreement and the Project Operations Agreement, making it clear to the developer which CCAs have liability to the specific project, and that only those CCAs have liability. The Project Participation Agreement will specify what percentage each CCA is committing to. In other projects, Project Participants have agreed to “step-up” provisions that cover limited default on commitments to only project participants. This is standard to defray development risk and, in turn, make the development more financeable. However, this issue is still under discussion among possible JPA participants. The step-up provision would generally provide that in the event that any one member CCA fails and cannot satisfy its obligations, each of the other CCAs participating in that particular project would bear a set incremental additional amount of cost and project allocation. PCE’s participation in any of these 3 agreements would come to PCE’s Board for approval as part of the standard PCE policies requiring Board approval for any power procurement.

Q8: In Phase 3 is there a requirement that the parent JPA (CC Power) be the contracting party with the developer? Or could individual CCAs who are still interested sign individual agreements with the developer, leaving out the parent JPA?

A: The current plan is that CC Power itself will contract with the developer, because it serves as an umbrella organization that attracts the scale to lower costs, facilitates project management and hopefully realizes some cost savings. There are multiple possible structures in which projects can be jointly developed. There is not a legal requirement for the JPA to be the signing party to the power purchase agreement with the developer. However, that is the most commonly used structure, because it optimizes ease of administration and ease of the market understanding how it is going to do business with the JPA. This is a proven structure that has seen success in the municipal utility world with entities such as NCPA (Northern California Power Agency), SCPPA (Southern California Public Power Agency) and TANC (Transmission Agency of Northern California). It is commercially less desirable for the developer to enter multi-party agreements whereby each CCA is individually party to an agreement with a developer. Plus, the JPA is a known vehicle in power markets. If CC Power does not pursue a project as a JPA and relinquishes the project, individual CCAs would then be able to negotiate directly with the developer after that time.

Q9: If CC Power signs the power purchase agreement with the developer, will CC Power itself, including member CCAs who are not participating in the project, be liable in the event of a default by the participating member CCAs?

A: The Government Code already provides that the individual members are not liable for the contractual obligations of the JPA. We anticipate all the underlying commercial agreements will reflect this provision of law.

Although it is not possible to completely eliminate risk, the contemplated structure will include numerous layers of contractual protection against liability for CC Power members who do not participate in any given project. The CEOs of each of the potential member CCAs for CC Power are currently discussing how to structure projects and draft the operating agreements in a way to

minimize liability for non-participating CCAs. This will be a priority for all member CCAs. At this point, the primary agreements will likely include the following protections. As such, the CC Power JPA Agreement already provided the following:

- Pursuant to Section 8.03 of the CC Power JPA Agreement and Section 6508.1 of the Government Code, “no debt, liability or obligation of CC Power shall be a debt, liability or obligation of any Member” unless such member agrees to assume such obligation pursuant to a Project Agreement.
- Additionally, Section 11.03 provides that CC Power must defend, indemnify, and hold harmless each member CCA from all liability arising from the operation of CC Power except as otherwise provided under a Project Agreement.

Q10: Would there be a clause in the Stage 3 agreements that would give protection to those CCAs who choose not to participate in that operating agreement?

A: When you set up a JPA, Section 6508.1 of the Government Code of the State of California permits making the liabilities of the JPA only liabilities of the JPA and not of the constituent members. In Section 8.01 of this draft JPA agreement, the agreement provides that the liabilities of CC Power are liabilities of CC Power alone and not of the constituent members. Additionally, as discussed above, the participation agreements and power purchase agreements would all likely include provisions limiting liabilities of individual members and indemnification by CC Power of non-participating member agencies.

Q11: What is the Board’s role in this? Are we negotiating this deal as a Board or is that staff’s role and we are just providing oversight and high-level guidance?

A: Generally, PCE’s board has broad general powers and thus has some flexibility to decide how involved it wants to be in the operations of CC Power. Some decisions will require the PCE Board’s approval. Additionally, the Board has authority to order regular reporting by the CEO on CC Power operations. For example, the Board could direct the CEO to provide written reports regarding CC Power on a regular basis for PCE Board meetings. The Board could also direct the CEO to present an operational review of PCE’s participation in CC Power at the end of 2021 and then on an annual basis.

At this point, the PCE Board is considering whether to join CC Power as an initial member and approve and authorize the CEO to execute the JPA Agreement for CC Power. That decision falls to the PCE Board. The JPA Agreement is a formation document that describes the organization of the entity. The requirements of that agreement are fairly routine and come out of 6500 et seq. of the Government Code of the State of California. Whether or not to become a member of CC Power is the PCE Board’s decision.

If PCE joins CC Power, then the board of CC Power (comprised of the CEO or General Manager of each member CCA) would have authority to establish projects by a majority vote of CC Power directors in attendance at a meeting. All member CCAs—through their directors—would receive at least 60 days prior written notice of any project under consideration. At the end of that notice period, the CC Power board holds a vote to decide whether to approve the project. Once a project is

approved, all members have the right to participate in a pro-rata share. Practically speaking, because the PCE Board has broad authority, PCE's Board could opt to vest its CEO with authority to decide how to vote on CC Power's adoption of each project or could exercise its authority to decide whether its CEO will cast a vote on the CC Power board to approve any given project. Once a project is approved by the CC Power Board, PCE's Board would be charged with voting on whether PCE, as a member of CC Power, should participate in that project.

During Phase 3—the project commitment stage—the CEOs of the CCAs participating in that particular project will have input into the participation and operations agreements with the other participating CCAs.

Decisions regarding operations and administration of CC Power, such as hiring part-time contract employees or retaining consultants, would fall to the CC Power board. Any decision to approve PCE expenditures for CC Power of more than \$100,000 would come to the PCE Board for approval first.

Q12: Can we make changes to the JPA Agreement? Under Section 8, both San Francisco and San Jose have special provisions addressing some of their own needs for their jurisdiction. Would Peninsula Clean Energy be able to add in a section addressing our needs?

A: San Jose and San Francisco are individual cities acting as CCAs rather than JPA CCAs, like PCE. Because of this, CleanPowerSF and the City of San Jose must adhere to specific rules determined by the city regarding financial obligations and liabilities. Those two CCA-specific provisions are administrative requirements for those CCAs to be able to enter into the agreement. They are not special provisions based on policies and/or priorities of those individual CCAs. There was no discussion among counsel for the CCAs about incorporating policies into the CC Power JPA Agreement itself. This JPA document is simply a formation agreement, drafted to satisfy the Government Code's and any specific jurisdiction's requirements for formation of a JPA. The JPA Agreement is in final form and with 5 CCAs having already obtained approval to join (see Q16), it is unlikely that any will agree to make changes to the JPA agreement at this point in time. However, the structure of individual projects that the JPA approves is currently under discussion and has not yet been determined. Similarly, the forms of participation and power purchase agreements for specific projects have not yet been drafted. Those agreements will be more appropriate places for PCE to negotiate drafting in specific provisions that address its policies and needs. Additionally, the board of CC Power would be free to adopt policies for CC Power.

Q13: How could PCE seek to assert our desires regarding our labor policy? Or our policy regarding unbundled RECs? Would we participate in that kind of a purchase?

A. PCE would consider its policies when evaluating whether its CEO should vote to adopt a particular project and when deciding whether to participate in any given project. Additionally, PCE would have an opportunity to negotiate provisions into any given project agreement for a project in which PCE is participating that address its policies. There is of course no guarantee that PCE would be successful in convincing all other members participating in a project to include a provision in the project documentation specific to PCE.

Q14: New members will be entertained in the future according to article 3 of the JPA agreement. Why does the PCE Board have to decide whether to join the JPA now?

A. There is no deadline for PCE to join CC Power. The current plan is for all initial member CCAs to execute the JPA Agreement at the same time in early February to simplify filing requirements. The JPA Agreement and related notices will then be filed with the Secretary of State, the State Controller, and any other relevant local agency formation commissions. At that time, CC Power will be an operational JPA and begin engaging in procurement. There is currently a joint procurement for long duration storage underway. The timing of bringing the item to the Board in mid-December was to allow PCE to join CC Power as an initial JPA member and participate in the long duration storage procurement. If PCE does not join CC Power at this point, and is still interested in pursuing long duration energy storage, it would likely need to issue its own RFO. If PCE is an initial member of the JPA, PCE will have a greater ability to influence the policies CC Power implements. Once the JPA has been formed, PCE would no longer have the ability to join as of right and would have to go through a process to request membership. CC Power membership is governed by Article 3 of the JPA agreement. Section 3.01 provides that any public CCA may become a member upon: (a) filing with the CC Power board a certified copy of a resolution of the CCA's board whereby it agrees to the terms of the JPA Agreement and requests to become a member; and (b) its admission is approved by at least 2/3 of the entire CC Power board, and it deposits or agrees to pay CC Power its share of costs.

Q15. What California legislation allows for the formation of Joint Powers Authorities such as CC Power?

A. Joint Powers Authorities—legally created entities that allow two or more public agencies to jointly exercise common powers—are governed by the Joint Exercise of Powers Act, codified in California Government Code section 6500, *et seq.*

Q16. What other CCAs have officially approved being a member of CC Power JPA?

A. As of January 7, 2021, 5 CCAs have obtained approval to join CC Power. These are MCE, RCEA, SCP, SJCE and SVCE. C3E's Board will be considering this item on January 13, 2021 and CPSF in mid-February. It is unlikely that the CCA's that have already obtained approval to join will agree to make changes to the JPA agreement at this point in time.

Q17. Who drafted the CC Power Joint Powers Agreement?

A. The initial draft of the agreement was put together by Tony Braun and Brittany Iles at Braun Blasing Smith Wynne, P.C. The initial draft agreement then went through many rounds of review and comment over the course of a few months by counsel from PCE and eight other CCAs: Marin Clean Energy, CleanPowerSF, East Bay Community Energy, Central Coast Community Energy (formerly Monterey Bay Community Power), Redwood Coast Energy Authority, San Jose Clean Energy, Silicon Valley Clean Energy, and Sonoma Clean Power.

Q18. Does this Joint Powers Agreement need to go to the State or any other regulatory agency for approval?

A. There is no approval process, but there are filing requirements under Sections 6503.5, 6503.6 and 53051 of the Government Code. Specifically, a notice of the JPA formation—including the name, date of agreement, statement of purpose, and any amendments—and a copy of the JPA Agreement itself must be filed with the office of the Secretary of State within 30 days after the agreement's effective date (i.e. the date on which two or more members execute the agreement). Additionally, a statement of facts must be filed with the Secretary of State within 70 days of the commencement of CC Power's legal existence (which begins on the date that at least two entities execute the JPA Agreement). Any amendments to the Agreement and/or statement of facts must also be filed with the Secretary of State.

Individual projects entered into by CC Power would need to go through permitting and approval processes in the relevant jurisdiction.

Q19. Who sits on the CC Power Board? Is it our CEO? If the CEO chose a designee, who could that be? Could one of our PCE Board Members represent PCE on the CC Power Board?

A. The CC Power Board is comprised of one representative from each member CCA. Section 4.02 of the JPA agreement designates the CEO or General Manager, or a designee of the CEO or General Manager, of each member CCA as the board member. At this time, it is contemplated that the CEO of each member CCA will sit on the board. Technically, a PCE board member could serve as the CEO's "designee". This was a topic of discussion when the SVCE board approved membership in CC Power, and the solution was to have the CEO provide regular reports to the SVCE board (see response to Q11). There has been significant discussion in the CEO meetings about the value of the CC Power board member being a CEO or GM due to the technical nature of the discussions, and that is what the other CCAs are planning to do. If the PCE Board decides to join CC Power, we would recommend that PCE do similarly so that we are not at a disadvantage during CC Power board discussions. It is also important to have continuity of representation for these long term projects, not only for the initial evaluation/investment phase, but also for the operations phase of the project.

Q20. Is it possible that our CEO might have to take a vote on an issue without getting approval of the PCE Board?

A. Section 4.01 of the JPA Agreement provides that the board of CC Power will have "the authority to provide for the general management and oversight of the affairs, property and business of CC Power." Thus, unless the PCE Board directs otherwise, the CEO would vote on administrative decisions regarding day to day operations of CC Power. This might include hiring contract employees or consultants, renting office space (currently not contemplated), and the like. Under Section 6.02 of the JPA Agreement, the CC Power Board has the power by majority vote of directors in attendance at a meeting to establish projects and adopt guidelines for their implementation. However, prior to such a vote, each member CCA would receive at least 60 days prior written notice of any project being considered by the CC Power Board. Thus, PCE's board would be free to evaluate the project prior to its CEO casting a vote as a director of CC Power.

Q21. If PCE voted “no” on a specific project in San Mateo County, can CC Power move forward with that project?

A. Yes, if a majority of CC Power directors in attendance at a meeting voted in favor of it. To be clear, PCE would not need to be a participant in the project.

Q22. Do city and/or county jurisdictions have final control over the approval and permitting process for these individual projects?

A. This would depend on the type of project and its location. That will determine which agency is responsible for issuance of permits and approvals.

Q23. When does a project come to PCE for approval, before or after city/county consideration?

A. This depends on the particular project. Some projects may have been permitted before they come to the Board for approval, and others come to the Board for approval prior to completion of the permitting process. The Long-Duration Storage RFO projects contemplated by CC Power are still being evaluated, so it is not yet clear where these stand with respect to permitting. Since the expected commercial operation date (COD) for most of these projects is in 2025 and the project PPA Execution timeline is summer/fall, it is likely that most of these do not yet have permitting in place. The permitting risk will be part of the evaluation process.

Q24. Is this JPA available to all CCAs for the entire state of California?

A. Yes, as long as they meet the conditions for becoming a member set forth in Section 3.01 of the JPA Agreement. Generally, to join after CC Power’s initial formation, a CCA must file a resolution of its governing body with the CC Power Board and its admission must be approved by at least 2/3 of the entire CC Power Board. Pursuant to Section 3.02 of the JPA Agreement, the Board may adopt policies allowing other types of public agencies to be eligible to become a member of CC Power.

Q25. Are all projects under this JPA new construction, or will it include already built projects and we are just buying energy?

A. The projects will be determined by the CC Power board and may include purchasing energy from already built projects. Section 1.04 of the JPA Agreement includes all of the following in the definition of “Project:” construction, financing, acquisition of a wholesale power resource, resource adequacy and/or renewables environmental attributes for use by the members; bulk purchasing and/or financing of decarbonization products; energy risk management and CAISO scheduling products and services; acquisition, construction and financing of facilities for generation or transmission of electrical energy and any related transactions; grid integration services; acquisition of capacity rights in any facility for the generation or transmission of electric energy; and any other energy related programs.

Q26. Could CC Power be purchasing renewable energy credits?

A. Under the JPA Agreement, CC Power would have the authority to do so. Since PCE has the goal of 100% renewable energy on a 24/7 basis, PCE would likely not be interested in purchasing only renewable energy credits as we would not be able to control the dispatch of the project.

Q27. Could CC Power be purchasing unbundled renewable energy credits (RECs)?

A. Unbundled renewable energy credits (also known as Bucket 3 RECs) are unlikely to be purchased by CC Power. These RECs are not associated with a particular project and there is no reason to use joint agency action to execute such a transaction. Additionally, most if not all CCAs are not procuring Bucket 3 RECs.

Q28. Can PCE put guidelines/requirements in CC Power Joint Powers Agreement?

A. If this question is asking about incorporating PCE policies into the JPA, no. However, PCE can try to negotiate related provisions into individual project agreements. PCE could also propose policies for CC Power to adopt.

Q29. Can PCE put guidelines/requirements in the CC Power Joint Powers Agreement that only apply to PCE?

A. No. As addressed in response to Q12, San Jose and CleanPowerSF are the only CCAs with CCA-specific provisions in the JPA Agreement. Those special provisions are due to administrative requirements of the cities of San Francisco and San Jose. Please see response to Q12 for additional explanation of more appropriate places for PCE to negotiate drafting in specific provisions that address its policies and needs.

Q30. Is PCE going to insist that before PCE joins CC Power, all PCE Policies are included in the CC Power Joint Powers Agreement?

A. As noted above, the JPA Agreement is not the place for PCE to incorporate its policies. If/when CC Power develops its own policies, that would be the time for PCE to request that PCE policies are incorporated into the policies of CC Power.

Q31. Will all construction for project approved by CC Power require prevailing wage?

A. Not necessarily. If CC Power contracts for energy storage, then the construction of the facility may well be funded by a contractor who may or may not use public funds. If no public funds are used on construction for a project and the project is not on property owned by the state or a political subdivision thereof, then the Labor Code probably would not require prevailing wages. However, PCE can request that CC Power require such a provision in its contracts.

Q32. Why has an RFO already gone out before the JPA is official?

A. The RFO was primarily driven by regulatory reasons. The CPUC IRP required respondents to describe their plans for procuring long duration storage. A group of CCAs issued an RFI last summer ahead of the IRP due date to collect information on available technology, projects and some costs. There is some concern that if PCE and other CCAs did nothing, the CPUC would direct IOUs to procure on our behalf and assign costs to PCE and other CCAs. There has been interest at the state level regarding long duration storage and part of the reason for the RFO was to demonstrate that CCAs were working together toward procuring long duration storage. Additionally, this type of technology could help PCE meet its goals to be 100% renewable on a time coincident basis.

Q33. Has this PCE Board seen this RFO?

A. The super JPA concept and LDES procurement was presented to the Executive Committee at their meetings in October and December. There was a note in the October 23 Board newsletter. There are links to articles about the RFO in the October 16, October 30, and November 6th Board weekly newsletters. The RFO has been posted on PCE's website since it was issued in October 2020.

Q34. Why are CCA's listed in section 1.1 of the RFO shown as members before they are members?

A. The RFO clarifies that the participating CCAs are working to form a "Super JPA" in January 2021. The RFO does not require CCAs to be organized into a "Super JPA" to contract, but it would make contracting easier.

Q35. In Section 3, RFO Milestones and Offer Submission, is there any required reporting to CC Power JPA members.

A. There is no required reporting. However, the CEOs and staff of the participating CCAs meet regularly to discuss and have shared access to the proposals.

Q36. It appears the process is 100% staff driven until the developer is chosen, the terms have been negotiated, and the project is finalized except for CC Power Board approval. Is this true?

A. Similar to generation projects that PCE pursues on its own, the process is initially staff driven. As noted above, once there is detailed information about a particular project and a decision to participate needs to occur, the CC Power board will receive 60 days prior notice of such decision. This provides time for PCE to fully vet the project with the PCE Board, similar to how we vet procurement projects that we pursue on our own.

Q37. When does the PCE Board get to consider this project?

A. The goal for the Joint Long Duration Storage RFO is to short-list the projects in early March 2021. Accordingly, staff anticipates that CC Power will have a final power purchase agreement and associated project participation and operations agreements completed in September 2021, and these will be brought to the PCE Board for review and approval in the fourth quarter of 2021. At that time, and prior to consideration by the CC Power Board, PCE's Board would vote on whether to approve PCE's commitment to the project.

Q38. In Appendix B, it appears that prevailing wage is only required if local, state or federal law requires it? Is prevailing wage required on this project? Under all circumstances?

A. Prevailing wage is required under the California Labor Code for "construction, alteration, demolition, installation, or repair work" done under contract and "paid for in whole or in part out of public funds" (CA Labor Code Section 1720). It is also required for work performed in connection with the construction or maintenance of renewable energy generation capacity or energy efficiency improvements, provided that work is performed on the property of the state or a political subdivision thereof, and either (a) more than 50% of the energy generated is purchased or will be purchased by the state or a political subdivision thereof; or (b) the energy efficiency improvements are primarily intended to reduce energy costs that would otherwise be incurred by the state or political subdivision thereof (CA Labor Code Section 1720.6). Prevailing wage will be required for any work performed under the agreement that meets those criteria.

Q39. Can CC Power require the payment of prevailing wage for all construction projects without local, state or federal requirement?

A. Yes, if the CC Power Board voted to do so. The CC Power Board could also vote to adopt a CC Power policy like PCE's Policy 10.

Q40. Does the JPA Agreement establish policies for CC Power? How can policies be developed and adopted by CC Power?

A. The JPA Agreement, like most JPA agreements, is for the legal formation of the CC Power JPA itself and does not include policies. Once CC power is officially formed and its board begins meeting, its members could develop a statement of principles, which could address, among other things, general labor and environmental standards. Specific labor and environmental policies that apply to individual projects will likely be developed and agreed to by those members of CC Power that are participating in that particular project.

CALIFORNIA COMMUNITY POWER AGENCY JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is made by and among those public agencies who are signatories to this Agreement, and those public agencies which may hereafter become signatories to this Agreement, for the purpose of operating a separate joint powers agency, which is named "California Community Power" or "CC Power."

WITNESSETH

WHEREAS, it is to the mutual benefit of the Members and in the public interest that the Members join together to engage in the exercise of powers they have in common including, but not limited to, (i) the acquisition and operation of wholesale power supplies, resource adequacy and renewable attributes, (ii) the provision of joint consulting and contracting services via master agreements and bulk purchasing and financing of decarbonization products, (iii) the offering of energy risk management and California Independent System Operator ("CAISO") scheduling services; and (iv) other energy services or programs which may be of benefit to Members (collectively, hereinafter "energy related programs");

WHEREAS, CC Power's primary objective is to provide for joint procurement of electrical power and storage and other energy projects for its Members, as set forth in this Agreement;

WHEREAS, the Members intend that CC Power shall better position the Members to administer community choice energy programs, and achieve their local agency goals, including but not limited to meeting or exceeding California's greenhouse gas emission reduction targets through procurement of renewable resources.

WHEREAS, each of the public community choice aggregation agencies which is a Member to this Agreement has the power to establish, manage, operate and maintain Community Choice Aggregation ("CCA") programs, electric service enterprises available to cities and counties pursuant to California Public Utilities Code Section 331.1(c) and 366.2 and to study, promote, develop, conduct, operate and manage energy related programs; and

WHEREAS, Title I, Division 7, Chapter 5, Article 1 of the California Government Code (the "Joint Powers Act" or "Act") authorizes the joint exercise by two or more public agencies of any power which is common to each of them.

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

Article I. DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified throughout this Agreement.

Section 1.01 "Board" means the Board of Directors of CC Power as established by this Agreement.

Section 1.02 "CC Power" means the Joint Powers Authority established by this Agreement.

Section 1.03 "Member" means a Public CCA Agency, or other public agency the Board determines to be eligible pursuant to Section 3.02, that is a signatory to this Agreement and has met the requirements of

Article III; the term “Member” shall, however, exclude any Public CCA Agency or other eligible public agency which shall have withdrawn or been excluded from CC Power pursuant to Section 3.04 below.

Section 1.04 “Project” means any and all of the following matters, which are approved by the Board pursuant to Article VI: (i) the construction, financing or acquisition of a wholesale power resource, resource adequacy and/or renewable and environmental attributes for use by the Members, and such other transactions, services, and goods that may be necessary or convenient to construct, finance, acquire or optimize the value of such resources, (ii) the bulk purchasing and/or financing of decarbonization products, including, but not limited to, heat pump water heaters, space heater heat pumps and electric vehicle charging services, (iii) energy risk management and CAISO scheduling products and services, (iv) acquisition, construction and financing of facilities for the generation or transmission of electrical energy and any related transactions, services, and goods that may be necessary or convenient to acquire, construct, and finance these facilities, (v) grid integration services, (vi) acquisition of capacity rights in any facility for the generation or transmission of electric energy, and (vii) any other energy related programs.

Section 1.05 “Project Agreement” means a contract between and among CC Power and Project Participants.

Section 1.06 “Project Participants” means any Member or group of Members who participate in a Project pursuant to Article VI below.

Section 1.07 “Public CCA Agency” means any public agency, or such joint powers agencies/authorities consisting of one or more public agencies, that has implemented a CCA program pursuant to California Public Utilities Code Sections 331.1 and 366.2.

Article II. FORMATION OF AUTHORITY

Section 2.01 Creation of CC Power. Pursuant to the Joint Powers Act, there is hereby created a public entity, to be known as “CC Power,” which shall be a public entity separate and apart from its Members.

Section 2.02 Purpose. The purpose of this Agreement is for CC Power to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members. CC Power is not intended to be a policy-maker or advocate, though it may, from time to time, advance or support public policies in support of its purpose that do not conflict with interests or policies advanced by any Member.

Section 2.03 Powers. CC Power is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement as referred to in Section 2.02 above, and engage in the exercise of powers the Members have in common including, but not limited to, each of the following:

- (a) Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects;
- (b) Establish, operate, maintain and/or fund energy related programs;
- (c) Make and enter into contracts;
- (d) Employ agents and employees;
- (e) Acquire, contract, manage, maintain, sell or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;
- (f) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (g) Lease real or personal property as lessee and as lessor;
- (h) Sue and be sued in its own name;

- (i) Incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;
- (j) Receive, collect, invest and disburse moneys;
- (k) Issue revenue bonds and other forms of indebtedness, as provided by law;
- (l) Apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- (m) Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer energy related programs;
- (n) Adopt from time to time such policies, procedures, bylaws, rules or regulations for the conduct of its affairs as deemed necessary by the Board;
- (o) Exercise all other powers necessary and proper to carry out this Agreement; and
- (p) Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

Such powers shall be exercised in the manner provided in Section 6509 of the Government Code of the State of California, as amended, subject only to such restrictions upon the manner of exercising such powers as are imposed upon Silicon Valley Clean Energy in the exercise of similar powers. Should Silicon Valley Clean Energy withdraw or be excluded from this Agreement pursuant to Section 3.04 hereof, the manner of exercising any power shall be subject only to the restrictions upon the manner of exercising such powers as are imposed upon Marin Clean Energy.

Section 2.04 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by CC Power within the territory of CC Power shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act.

Article III. MEMBERSHIP

Section 3.01 Member Agencies. Any Public CCA Agency, or other public agency determined by the Board to be eligible pursuant to Section 3.02, may become a Member upon meeting the following conditions:

- (a) The Public CCA Agency or other eligible public agency shall file with the Board a certified copy of a resolution of its governing body whereby it (i) agrees to the provisions of this Agreement, and (ii) requests to become a Member; and
- (b) No such Public CCA Agency or other eligible public agency shall become a Member until (i) its admission is approved at a regular or special meeting of the Board by at least two-thirds (2/3) of the entire Board, and (ii) it deposits or agrees to pay CC Power a share of organization, planning and other costs and charges as determined by the Board to be appropriate, if any.

Upon completion of the foregoing, the Public CCA Agency or other eligible public agency shall become a Member for all purposes of this Agreement.

Section 3.02 Eligible Public Agency Members. The Board may adopt policies to determine whether public agencies that are not Public CCA Agencies may be eligible to become a Member of CC Power.

Section 3.03 Cost Allocations.

- (a) Unless otherwise determined by a two-thirds (2/3) vote of the entire Board, each Member shall pay an equal share of one member one share for general and administrative costs as determined by the Board associated with all operations of CC Power. General and administrative costs do not include any costs that relate solely to any specific Project Agreement.

- (b) Project Agreements and other program agreements between and among any Member and/or CC Power will determine cost allocation and may consider, among other relevant factors, credit strength of the Members and may differ in price and collateral requirements as determined solely for such Project Agreement or other program agreements.

Section 3.04 Withdrawal or Exclusion of Member.

- (a) Any Member may withdraw from CC Power upon the following conditions:
 - (i) The Member shall have filed with the Board Secretary a certified copy of a resolution of its governing body expressing its desire to so withdraw. Once a Member files a resolution to withdraw with the Board Secretary, that Member no longer has any voting rights on the Board;
 - (ii) Members participating in Projects, programs or services pursuant to Project Agreements or other program agreements approved by the Board are subject to the participation and withdrawal terms and conditions described in the applicable agreement; and
 - (iii) Prior to accepting the Member's filing of such resolution, any Member so terminating shall be obligated to pay its share of all debts, liabilities, and obligations of CC Power specifically assumed by the Member. However, this obligation shall take into account any refunds due to the Member and shall not extend to debts, liabilities and obligations secured or otherwise committed pursuant to Project Agreements or other program agreements between and among any Member and/or CC Power. The debts, liabilities and obligations of the Members to such Project Agreements or other program agreements shall be determined by their terms. Any obligations under this Agreement are subject to the limitations set forth in Article VIII.
- (b) Upon compliance with the conditions specified in Section 3.04(a), the Board shall accept the withdrawing Member's resolution and the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any Project Agreement or other program agreement.
- (c) Any Member which has (i) defaulted under this Agreement, a Project Agreement, or other program agreement, (ii) failed to appoint a Director to serve on the Board in accordance with Section 4.02 below, or (iii) failed to pay any required share of costs in accordance with Sections 3.01 and 3.03 above, may have its rights under this Agreement terminated and may be excluded from participation in CC Power by the vote (taken at a regular or special meeting of the Board) of at least two-thirds (2/3) of the entire Board (including the Director representing the defaulting Member). Prior to any vote to terminate participation of any Member, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Member whose termination is proposed at least 60 days prior to the Board meeting at which such matter shall first be discussed as an agenda item. The written notice of the proposed termination shall specify the particular provisions of this Agreement or a Project Agreement or other program agreement which the Member has allegedly defaulted on, or whether the proposed termination is based on failure to appoint a Director or pay any required share of costs. The Member subject to possible termination shall have the opportunity to cure the violation prior to the meeting at which termination will be considered. At the meeting where termination of the Member is considered, the Member shall be given the opportunity to respond to any reasons and allegations that may be cited as a basis for termination prior to a termination vote. Any excluded Member shall continue to be liable for its obligations under any Project Agreement or other program agreement and for any unpaid contribution, payment, or advance approved by the Board prior to such Member's exclusion.

- (d) The withdrawal or termination of a Member shall not affect the provisions or obligations set forth in Article VIII or Section 11.03 below.

Article IV. POWERS OF BOARD & MANAGEMENT OF CC POWER

Section 4.01 Board. CC Power shall be administered by a Board which shall consist of one Director representing each Member. Such Board shall be the governing body of this CC Power, and, as such, shall be vested with the powers set forth in this Agreement, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein. The Board shall have the authority to provide for the general management and oversight of the affairs, property and business of CC Power.

Section 4.02 Appointment and Vacancies. Each Director shall be the Chief Executive Officer, General Manager, or designee of the Chief Executive Officer or General Manager of each Member and shall be appointed by and serve at the pleasure of the Member that the Director represents, and may be removed as Director by such Member at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the Member to fill the position of the previous Director in accordance with the provisions of this Article IV within 60 days of the date that such position becomes vacant or the Member shall be subject to the exclusion procedures in Section 3.04(c) above. Each Director may appoint an alternate to serve in their absence.

Section 4.03 Notices. The Board shall comply with the applicable provisions of Sections 6503.5, 6503.6 and 53051 of the Government Code requiring the filing of notices and a statement with the Secretary of State, the State Controller, the applicable county clerk and local agency formation commissions, including, but not limited to:

- (a) Causing a notice of the Agreement or any amendment to the Agreement to be prepared and filed with the office of the Secretary of State within 30 days of the effective date of the Agreement or amendment, and
- (b) Filing a statement of facts with the Secretary of State within 70 days after the date of commencement of CC Power's legal existence. Upon any change in the statement of facts presented to the Secretary of State, an amended statement of facts shall be filed with the Secretary of State within 10 days of the change.

Section 4.04 Committees. The Board may create committees to provide advice to the Board or conduct the business of CC Power subject to delegation of authority from the Board.

Section 4.05 Director Compensation. Compensation for work performed by Directors, including alternates, on behalf of CC Power shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.

Section 4.06 Board Officers. At its first meeting in each calendar year, the Board shall elect or re-elect a Chair and a Vice-Chair each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Secretary and a Treasurer/Controller each of whom may, but need not, be selected from among the Directors.

- (a) **Chair and Vice-Chair.** The duties of the Chair shall be to preside over the Board meetings, sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board, and to help ensure the Board's directives and resolutions are carried out. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.
- (b) **Treasurer and Controller.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Controller, neither of whom needs to be a Director. If the Board so designates, and in accordance with the provisions of applicable law,

a qualified person may hold both the office of Treasurer and the office of Controller of CC Power. The Treasurer shall be the depository of CC Power to have custody of all the money of CC Power, from whatever source. The Controller shall draw warrants to pay demands against CC Power when the demands have been approved by the Chair or Vice Chair of CC Power. The Treasurer and Controller shall have the other powers, duties and responsibilities of such officers as specified in Section 6505 of the Government Code of the State of California, as amended, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed, as is provided for and authorized in Section 6550 of the Government Code of the State of California, as amended, pursuant to any resolution, indenture or other instrument providing for the issuance of bonds or notes of CC Power pursuant to this Agreement. The Board may require the Treasurer and/or Controller to file with CC Power an official bond in an amount to be fixed by the Board, and if so requested CC Power shall pay the cost of premiums associated with the bond. The Treasurer and Controller shall cause an independent audit to be made by a certified public accountant, or public accountants, in compliance with Section 6505 of the Government Code.

- (c) **Secretary.** The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of CC Power, and responding to public records requests of the JPA.

Section 4.07 Management of CC Power. The Board shall appoint a part-time or full-time General Manager, and may appoint one or more part-time or full-time Assistant General Managers, to serve at the pleasure of the Board. The General Manager shall be responsible for the day-to-day operation and management of CC Power. The General Manager may enter into and execute contracts in accordance with the policies established and direction provided by the Board, and shall file an official bond in the amount determined from time to time by the Board.

Section 4.08 Other Officers and Employees. The Board shall have the power to appoint such other officers and staff as it may deem necessary who shall have such powers, duties and responsibilities as are determined by the Board, and to retain independent accountants, legal counsel, engineers and other consultants. The Members may contract with CC Power to provide staff to perform services for CC Power, but such employees shall at all times, and for all purposes including benefits and compensation, remain employees of the Member only.

Section 4.09 Budget. The budget shall be approved by the Board. The Board may revise the budget from time-to-time as may be reasonably necessary to address contingencies and expected expenses. All subsequent budgets of CC Power shall be approved by the Board in accordance with rules as may be adopted by the Board from time to time. All expenditures must be made in accordance with the adopted budget.

Article V. MEETINGS OF THE BOARD

Section 5.01 Regular Meetings. The Board shall hold at least one regular meeting per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution of the Board. Regular meetings may be adjourned to another meeting time.

Section 5.02 Special Meetings. Special and emergency meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5, as amended.

Section 5.03 Brown Act Compliance. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.), and as

augmented by rules of the Board not inconsistent therewith. Directors may participate in meetings telephonically or by other electronic means, with full voting rights, only to the extent permitted by law.

Section 5.04 Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, both regular and special, and shall cause a copy of the minutes to be forwarded promptly to each Director.

Section 5.05 Quorum. A quorum of the Board shall consist of a majority of the Directors, except that less than a quorum may adjourn from time to time in accordance with law.

Section 5.06 Voting. Except to the extent set forth in a Project Agreement or as otherwise specified in this Agreement, each Member shall have one vote, which may be cast on any matter before the Board by each Director or alternate. Except to the extent otherwise specified in this Agreement, or by law, a vote of the majority of the Directors in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

(a) Special Voting Requirements as specified in this Agreement:

- (i)** Action of the Board to amend Section 3.03 related to cost allocations shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (ii)** Action of the Board on the matters set forth in Section 3.04(c) related to involuntary termination of a Member shall require the affirmative vote of at least two-thirds (2/3) of the entire Board.
- (iii)** Action of the Board on the matters set forth in Section 9.01 related to termination of this Agreement shall require the affirmative vote of at least two-thirds (2/3) of the entire Board approved by resolution of each Member's governing body.
- (iv)** Action of the Board to amend this Agreement shall be subject to the voting requirements set forth in Section 11.02 below.

Article VI. PROJECTS

Section 6.01 Projects. The Board has the power, upon majority vote of the Directors in attendance, provided a quorum is established and maintained, to establish Projects within the purpose and power of CC Power and to adopt guidelines for their implementation.

Section 6.02 Right to Participate in Projects. The Board shall provide at least sixty (60) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Such notice shall be provided to the Director of each Member. Once a Project is approved by the Board as set forth in Section 6.01 above, all Members shall have the right, but not the obligation, to participate in a pro-rata share in the Project as determined by the Project Agreement. All Members who elect not to participate in the Project have no obligations under the Project.

Section 6.03 Project Agreement. All expenses, rights and obligations to any specific Projects will be handled through Project Agreements that will be separate and distinct from this Agreement.

Article VII. BONDS AND OTHER INDEBTEDNESS

CC Power shall also have the power to issue, sell and deliver bonds in accordance with the provisions of the Joint Powers Act for the purpose of acquiring, financing, performing or constructing one or more Projects and to enter into other indebtedness for the purpose of financing one or more studies or Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or indebtedness shall be set forth in such resolution, indenture or other instrument, as required by law and as approved by the Board. Bonds issued under this article and contracts or obligations entered into to carry out the purposes for which bonds are issued, payable in whole or in part from the proceeds of said bonds, shall not constitute a debt, liability or

obligation of any of the Members unless the governing body of the Member by resolution expressly agrees that the Member will be obligated under the bond or other indebtedness or the Member takes on obligations pursuant to a Project Agreement.

Article VIII. LIMITATION ON LIABILITY OF MEMBERS

Section 8.01 Pursuant to Section 6508.1 of the Government Code of the State of California, no debt, liability or obligation of CC Power shall be a debt, liability or obligation of any Member unless such Member agrees in writing to assume any of the debts, liabilities, or obligations of CC Power pursuant to a Project Agreement. Nothing contained in this Article VIII shall in any way diminish the liability of any Member with respect to any Project Agreement such Member enters into pursuant to this Agreement.

Section 8.02 Individual Member Provisions.

- (a) The City of San José is a municipal corporation and is precluded under the California State Constitution and applicable law from entering into obligations that financially bind future governing bodies, and, therefore, nothing in the Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of the Agreement. Any obligations under this Agreement and any Project Agreement are special limited obligations of San José Clean Energy payable solely from the Designated Fund (defined as the San Jose Energy Operating Fund established pursuant to City of San Jose Municipal Code, Title 4, Part 63, Section 4.80.4050 *et seq.*) (“Designated Fund”) and shall not be a charge upon the revenues or general fund of the City of San José or upon any non- San José Clean Energy moneys or other property of the Community Energy Department or the City of San José.
- (b) CleanPowerSF’s payment obligations under this Agreement are special limited obligations of CleanPowerSF payable solely from the revenues of CleanPowerSF. CleanPowerSF’s payment obligations under this Agreement are not a charge upon the revenues or general fund of the San Francisco Public Utilities Commission or the City and County of San Francisco or upon any non-CleanPowerSF moneys or other property of the San Francisco Public Utilities Commission or the City and County of San Francisco. CleanPowerSF’s obligations hereunder shall not at any time exceed the amount certified by the San Francisco City Controller for the purpose and period stated in such certification. Except as may be provided by laws governing emergency procedures, officers and employees of CleanPowerSF are not authorized to request, and CleanPowerSF is not required to reimburse CC Power for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law. Officers and employees of CleanPowerSF are not authorized to offer or promise, nor is CleanPowerSF required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the San Francisco City Controller. The San Francisco City Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

Article IX. TERM; TERMINATION; LIQUIDATION; DISTRIBUTION

Section 9.01 Term and Termination. This Agreement shall become effective when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated as provided in this Article; provided however, this Agreement cannot be terminated until such time as all principal of and interest on bonds and other forms of indebtedness issued by CC Power are paid in full. Thereafter, this Agreement may be terminated by a two-thirds (2/3) vote of the entire Board approved by resolution of each Member’s governing body; provided, however, that this Agreement and CC Power shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of CC Power. In no event shall this

Agreement or the powers herein granted to CC Power be terminated until (a) all bonds and other indebtedness of CC Power and the interest thereon shall have been paid or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and indebtedness and (b) all other obligations and liabilities of CC Power shall have been met or adequately provided for.

Section 9.02 Liquidation; Distribution. Upon termination of this Agreement, the Board shall liquidate the business and assets and the property of CC Power as expeditiously as possible, and distribute any net proceeds, after the conclusions of all debts and obligations of CC Power, to any Members in proportion to the contributions made or in such manner as otherwise provided by law. The Board is vested with all powers of CC Power for the purpose of concluding and dissolving the business affairs of CC Power.

ARTICLE X. ACCOUNTS AND REPORTS

Section 10.01 Establishment and Administration of Funds. CC Power is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. CC Power shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of CC Power securing its bonds or other indebtedness, except insofar as such powers, duties and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of CC Power shall be open to inspection at all reasonable times to each Member and its representatives.

Section 10.02 Annual Audits and Audit Reports. The Treasurer/Controller shall cause an annual independent audit of the accounts and records of CC Power to be made by a certified public accountant or public accountant in accordance with all applicable laws. If permitted by applicable law and authorized by the Board, the audit(s) may be conducted at the longer interval authorized by applicable law. A report of the financial audit will be filed as a public record with each Member. CC Power will pay the cost of the financial audit and charge the cost against the Members in the same manner as other administrative costs.

ARTICLE XI. GENERAL PROVISIONS

Section 11.01 Successors and Assigns. No Member may assign any right or obligation under this Agreement without the consent of all other Members. This section shall not affect, in any respect, any right of assignment under any Project Agreement.

Section 11.02 Amendments. Subject to any requirements of law, a two-thirds (2/3) vote of the entire Board will be required to amend Articles II, III, VIII, and IX of this Agreement. Once an amendment of Articles II, III, VIII, or IX is adopted by the Board, the amendment must be approved by two-thirds of the Members pursuant to that Members' applicable approval process. All other provisions of this Agreement may be amended at any time or from time to time by an amendment approved by at least two-thirds (2/3) vote of the entire Board. Written notice shall be provided to all Members of proposed amendments to this Agreement, including the effective date of such amendments, at least 60 days prior to the date upon which the Board votes on such amendments.

Section 11.03 Indemnification and Insurance. To the fullest extent permitted by law, CC Power shall defend, indemnify, and hold harmless the Members and each of their respective Directors, alternates, officers, employees and agents from any and all claims losses damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of CC Power under this Agreement to the extent not otherwise provided under a Project Agreement. CC Power shall acquire such insurance coverage as the Board deems is necessary and appropriate to protect the interests of CC Power and the Members.

Section 11.04 Notices. The Board shall designate its principal office as the location at which it will receive notices, correspondence, and other communications, and shall designate one of its Directors or staff as an officer for the purpose of receiving service on behalf of the Board. Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with CC Power.

Section 11.05 Severability. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the remaining portions, terms, conditions, and provisions shall not be affected thereby.

Section 11.06 Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer.

Section 11.07 Choice of Law. This Agreement will be governed and construed in accordance with the laws of the State of California.

Section 11.08 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

Section 11.09 Dispute Resolution. The Members shall make reasonable efforts to informally settle all disputes arising out of, or in connection with, this Agreement. Should such informal efforts to settle a dispute fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Members hereto has caused this Agreement to be executed as an original counterpart by its duly authorized representative on the date indicated below.

	Date:	_____
(Seal)	CCA Name:	_____
Attest:	Address:	_____
_____		_____

	Date:	_____
(Seal)	CCA Name:	_____
Attest:	Address:	_____
_____		_____

	Date:	_____
(Seal)	CCA Name:	_____
Attest:	Address:	_____
_____		_____

	Date:	_____
(Seal)	CCA Name:	_____
Attest:	Address:	_____
_____		_____

(Seal)

Attest:

Date:

CCA Name:

Address:

(Seal)

Attest:

Date:

CCA Name:

Address:

(Seal)

Attest:

Date:

CCA Name:

Address:

(Seal)

Attest:

Date:

CCA Name:

Address:

**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: January 19, 2021
BOARD MEETING DATE: January 28, 2021
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Desiree Thayer, Chair, Peninsula Clean Energy Citizens Advisory Committee

SUBJECT: Discussion and Action Re: Citizens Advisory Committee Statement on Equity

RECOMMENDATION:

Accept the recommended Draft Statement on Equity and Inclusion from the Citizens Advisory Committee.

BACKGROUND:

At its July 2020 regular meeting, the Peninsula Clean Energy Board of Directors approved a [work plan for its Citizens Advisory Committee](#). This work plan recommended the formation of a number of Citizen Advisory working groups, including an Equity Working Group. In this work plan, the task of the Equity Working Group was to “ensure equity is a priority across all working groups and built into PCE strategic priorities.”

Citizens Advisory Committee member Ray Larios served as the lead for the Equity Working Group, with Diane Bailey, Katie Green, Terri Givens, and Jason Mendelson serving as Working Group members.

At its regular meeting on January 14th 2021, this Equity Working Group brought the following statement to the Peninsula Clean Energy Citizens Advisory Committee, which unanimously approved it and recommended it to the Board of Directors.

In light of the community’s focus on anti-racism and the Black Lives Matter Movement following the death of George Floyd in May of 2020 and other continuing instances of systemic racism and institutional violence against black people, the Peninsula Clean Energy CAC Equity Working Group has worked over the past few months on a statement that would embody the commitment of the organization to ensure equity and inclusion in their work. The working group recognizes that there are many forms of discrimination that impact people from different backgrounds but the growing awareness of significant violence and discrimination against people of color (BIPOC) is our current

focus, and we are committed to developing a framework that will eventually address discrimination in all its forms. We recommend adoption of the following statement.

DISCUSSION:

Peninsula Clean Energy Citizens Advisory Committee Draft Statement on Equity and Inclusion

1. Peninsula Clean Energy commits to making anti-racism top of mind during decision making.
 - Will follow best practices in hiring, vendor selection and project selection
 - Will use a racial equity lens when developing the community impact report
2. Develop a means of tracking revenue and formulating a mechanism (qualitative and quantitative) that ensures accountability.
 - Current board goals - 20% of programs funding going to low-income communities (working on definition)
3. Pursue equity in energy generation and programs
 - Low-income households, as well as Black, Hispanic, and Native American households, pay a much larger share of their income on energy bills, straining budgets and putting them at heightened risk of utility shutoffs during the COVID-19 pandemic and recession
(<https://www.aceee.org/press-release/2020/09/report-low-income-households-communities-color-face-high-energy-burden>)

RESOLUTION NO. _____

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

* * * * *

**RESOLUTION ACCEPTING DRAFT EQUITY STATEMENT FROM THE
CITIZENS ADVISORY COMMITTEE**

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California (“Peninsula Clean Energy” or “PCE”), that

WHEREAS, at its July 2020 regular meeting, the Peninsula Clean Energy Board of Directors approved a [work plan for its Citizens Advisory Committee](#).

This work plan recommended the formation of a number of Citizen Advisory working groups, including an Equity Working Group. In this work plan, the Equity Working Group was formed to “ensure equity is a priority across all working groups and built into PCE strategic priorities”; and

WHEREAS, at its regular meeting on January 14, 2021, this Equity Working Group brought the following statement to the Peninsula Clean Energy Citizens Advisory Committee, which unanimously approved it and recommended it to the Board of Directors:

In light of the community’s focus on anti-racism and the Black Lives Matter Movement following the death of George Floyd in May of 2020 and other continuing instances of systemic racism and institutional violence against black

people, the Peninsula Clean Energy CAC Equity Working Group has worked over the past few months on a statement that would embody the commitment of the organization to ensure equity and inclusion in their work. The working group recognizes that there are many forms of discrimination that impact people from different backgrounds but the growing awareness of significant violence and discrimination against people of color (BIPOC) is our current focus, and we are committed to developing a framework that will eventually address discrimination in all its forms.

Peninsula Clean Energy Citizens Advisory Committee Draft Statement on Equity and Inclusion

1. Peninsula Clean Energy commits to making anti-racism top of mind during decision making.
 - Will follow best practices in hiring, vendor selection and project selection
 - Will use a racial equity lens when developing the community impact report
2. Develop a means of tracking revenue and formulating a mechanism (qualitative and quantitative) that ensures accountability.
 - Current board goals - 20% of programs funding going to low-income communities (working on definition)
3. Pursue equity in energy generation and programs
 - Low-income households, as well as Black, Hispanic, and Native American households, pay a much larger share of their income on energy bills, straining budgets and putting them at heightened risk of utility shutoffs during the COVID-19 pandemic and recession (<https://www.aceee.org/press-release/2020/09/report-low-income-households-communities-color-face-high-energy-burden>)

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board accepts this Draft Equity Statement from the Citizens Advisory Committee and commits to use this draft in creating an official Peninsula Clean Energy equity statement.

* * * * *

**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: January 12, 2021
BOARD OF DIRECTORS MEETING DATE: January 28, 2021
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors Committee

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

SUBJECT: Approve \$248,000 in rebates to the County of San Mateo for EV charging

RECOMMENDATION

Recommendation to the Board of Directors to approve an EV charging rebate of \$248,000 to the County of San Mateo for installation of 124 Level 2 charging ports at new construction parking garage located at 555 Marshall St., Redwood City, CA.

BACKGROUND

In December 2018, the Board approved the Electric Vehicle Charging Infrastructure Incentive Program, a 4-year \$16 million program intended to accelerate and open the EV market via charging access in San Mateo County. The funds include \$12 million in incentives plus technical assistance, workforce development and other program costs.

In January 2019, PCE submitted a joint application to the California Energy Commission (CEC) with Silicon Valley Clean Energy (SVCE), San Jose Clean Energy (SJCE), City of Palo Alto and Silicon Valley Power (SVP) for inclusion of San Mateo and Santa Clara Counties to receive additional State funding for EV infrastructure through the California Electric Vehicle Incentive Project (CALeVIP). PCE was successful in attracting an additional \$12 million to San Mateo County from the CEC through the CALeVIP program – increasing the available incentive pool to \$24 million over 4-years.

The incentives for San Mateo County were organized into two pools, \$20 million in CALeVIP (focused primarily on fast charging, public and workplace) and a \$4 million dedicated pool administered by PCE to address gaps in the CALeVIP program including multi-family, Level 1 charging, new construction and other segments. The overall PCE program, called EV Ready, launched in phases beginning in June 2020 with technical assistance from service provider CLEAResult, and the PCE and CALeVIP incentive pools becoming available in September and December respectively.

DISCUSSION

The County of San Mateo applied to PCE's EV charger incentives for rebates to support EV charging installations at a new construction, 1,024-parking stall garage located at 555 Marshall

St., Redwood City, CA. The project includes 124 Level 2 EV charging ports to serve County employees and other County services. This is anticipated to be one of, if not, the largest EV charging deployments in the County and it supports PCE's ability to meet its 3,500-port goal.

PCE program requirements provide for \$2,000 per Level 2 port rebate up to \$250,000; therefore the project is eligible for \$248,000 in rebates. The project represents an opportunity for the County to show leadership in expanding access to EV charging and stand as a showcase and case study for both San Mateo and other Bay Area agencies.

PCE staff have been engaged with County staff on EV charging power management solutions to help maximize the planned electrical capacity and design the electrical infrastructure to more readily enable future installation of additional EV charging ports at minimal costs.

This request is presented to the Board of Directors as the funding exceeds the CEO's signature authority.

FISCAL IMPACT

In total, PCE would contribute \$248,000 (\$2,000 per port) to the project. This is 6.2% of the \$4M funding pool managed by PCE.

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

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER
TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SAN MATEO TO PROVIDE
INCENTIVES TO SUPPORT INSTALLATION OF ELECTRIC VEHICLE CHARGING
INFRASTRUCTURE AT A NEW COUNTY-OWNED PARKING GARGE, IN AN
AMOUNT NOT TO EXCEED \$248,000**

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, assisting local governments to install electric vehicle charging infrastructure to reduce greenhouse gasses is part of PCE's program roadmap approved by the Board; and

WHEREAS, the County of San Mateo submitted an application to Peninsula Clean Energy's "EV Charger Incentives" funding pool for 124 electric vehicle charging ports; and

WHEREAS, the County of San Mateo is eligible under the EV Charger Incentives Requirements and Standards to receive \$2,000 per Level 2 electric vehicle charging port; and

WHEREAS, the County of San Mateo project presents an opportunity for the County to show leadership in expanding access to electric vehicle charging and stand as a showcase and case study for both San Mateo and other Bay Area regions and agencies; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the agreement with the County of San Mateo to support the installation of electric vehicle charging infrastructure;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to execute the agreement with the County of San Mateo in an amount not to exceed \$248,000 in a form approved by the General Counsel.

* * * * *



Serving the San Mateo County Community

Peninsula Clean Energy Authority ("PCEA") Electric Vehicle (EV) Ready Program Fund Reservation Agreement

Applicant First Name	Jasmine
Applicant Last Name	Gao
Title	Capital Project Manager
Organization	San Mateo County
Email	jgao@smcgov.org
Phone Number	(650) 421-1765
Proposed Site Address	400 MIDDLEFIELD ROAD
City	REDWOOD CITY
Zip Code	94063
Service Agreement ID	1056584135
Project ID	PROJ-041120-838

EV Charging Infrastructure Project Description:

Project Type	New Construction Public Agency
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	Level 1 Ports	Level 2 Ports	Make Ready Ports	DCFC Ports
Submitted # Ports	0	124	0	0
Reserved Funds	\$.00	\$ 248000.00	\$.00	\$.00

Panel Upgrade	\$.00
---------------	--------

Total Reserved Funds

\$ 248000.00

Peninsula Clean Energy Authority ("PCEA") cannot guarantee rebate funds beyond what was reserved nor can rebate funds exceed 100% of the total project costs. Final projects with less ports than projected will only receive rebates for installed ports, up to the amount reserved.

By signing below, the site owner ("Site Owner") or, if the property is owned by a commercial or corporate entity, the representative of the ownership entity ("Owner Representative") agrees to the "EV Ready Program" ("Program") Terms & Conditions. If neither Site Owner nor Owner Representative executes the Agreement, the applicant ("Applicant") certifies that a Designated Applicant Assignment form was completed and submitted to PCEA to verify that the Site Owner or Owner Representative has designated the applicant ("Designated Applicant") authority to represent the Site Owner in the Program and execute all legal agreements as required by the Program.

The undersigned here is the: ☐ Site Owner or Owner Representative OR ☒ Designated Applicant



Resolution No. 077915

1/5/2021

Applicant Signature - Michael P. Callagy, County Manager

Date

Peninsula Clean Energy Representative Signature Title

Date

Peninsula Clean Energy EV Ready Program Terms and Conditions

1. **ELIGIBILITY:** Peninsula Clean Energy Authority ("PCEA") offers a rebate to eligible PCEA customers or their designees (Applicant) installing electric vehicle (EV) Charging Infrastructure through the "EV Ready Program" ("Program"). Applicants eligible to receive rebates under the Program must (1) abide by the terms and conditions listed herein; (2) have the EV charging port(s) metered through a PCEA account number; (3) comply with Program Standards and Requirements ("Program Requirements") in Appendix A; (4) provide PCEA with Required Installation Verification Documents as specified in the Program Requirements upon completion of the project.
2. **REBATE RESERVATION TERM AND AMOUNT:** The amounts of the rebates for which qualifying projects are eligible are outlined in Program Requirements. Rebate funds are reserved upon execution of this Agreement up to the maximum amount identified in the Program Requirements based on the "EV Charging Infrastructure Project Description" (hereinafter, the Project, see page 1 above). The funds are reserved according to the Fund Reservation Period timelines outlined in the Program Requirements and any modifications to the timelines are at the discretion of PCEA. Rebates will be paid to eligible Rebate Recipient once installation is verified as complete by PCEA. The final amount of the rebates will be the actual eligible costs of verified EV Charging Infrastructure installed or the maximum amount reserved, whichever is less.
3. **DISCRETION ON VERIFICATION:** Determinations regarding verification pursuant to paragraph (1) and paragraph (2) of these Terms and Conditions, shall be determined at PCEA's complete and exclusive discretion.
4. **REBATE RECIPIENT:** The Applicant may direct the rebate funds to any Rebate Recipient, who is a single vendor or service provider incurring costs for the Project up to the amount of documented costs incurred by that Rebate Recipient. The Rebate Recipient shall be identified in the Installation Verification Form submitted upon project completion to request disbursement of the rebate.
5. **NO GUARANTEES:** PCEA makes no guarantee, representations or warranties, expressed or implied, regarding the implementation or use of EV Charging Infrastructure and equipment purchased or installed pursuant to this PCEA Program. Customer is solely responsible for any liability, legal or otherwise, arising from the installation, operation, and maintenance of its selected EV Charging Infrastructure.
6. **EVSE PACKAGE:** Upon approval of the Funds Reservation Agreement by PCEA, for Level 2 EV Charging Ports, as defined in Appendix A, Program Requirements, the Customer shall select and procure EV Supply Equipment (EVSE), software, and network services as required and in compliance with the Equipment Requirements outlined in the Program Requirements. Customer shall install, operate and maintain the number and type of the EVSE unit(s) (defined in Program Requirements), associated equipment, and signage as selected by Customer and approved by PCEA. Customer acknowledges that:
 - a. For all Level 2 EV charging port(s) included in the project, the Customer agrees to purchase a) a minimum 2-year software and networking service agreement and b) a maintenance contract with the Electric Vehicle Servicer Provider (EVSP) or Original Equipment Manufacturer (OEM) providing the EVSE to the Customer.
7. **ADDITIONAL SERVICES FROM ELECTRIC VEHICLE SERVICE PROVIDER (EVSP):** Separate and apart from the Funds Reservation Agreement and PCEA's obligations under the Program, the EVSP may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the Program. PCEA is not responsible for the costs of additional EVSP services or any cost related to operations

and maintenance of any additional EVSP services.

8. **INSTALLATION OF EV CHARGING INFRASTRUCTURE:** Customer is responsible for covering all upfront costs of the installation of the EV Charging Infrastructure. Upon completion of installation of the EV Charging Infrastructure, Site Owner understands it is responsible for the operation and maintenance of the EV charging port(s) installed.
9. **LABOR REQUIREMENTS:** All work performed on projects under this agreement shall be done by contractor companies that are IBEW signatory contractors and who hold a valid California C-10 license employing only California State Certified Electricians and California State Indentured Apprentices. PCEA reserves the right to amend and change labor requirements at any point during the program.
10. **EV DRIVERS RIGHT TO ACCESS:** Customer may limit the availability of the EV Charging Infrastructure to its employees or tenants. Under the Program, Customer may elect to make the EV Charging Infrastructure available for use by the general public. Customer shall not restrict access to use of the EV Charging Infrastructure for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law.
11. **APPLICABLE LAWS:** Customer is solely responsible for ensuring that the EV Charging Infrastructure is installed and operated in compliance with all applicable local, state, and federal laws.
12. **EV CHARGING PORT(S) OPERATION AND MAINTENANCE:** Customer will pay all ongoing costs associated with the EV Charging Infrastructure. Customer shall maintain a consistent uptime for the EV Charging Port(s) installed. Customer shall maintain the common area immediately surrounding the EV Charging Infrastructure in good condition, ordinary wear and tear accepted, and will promptly notify PCEA of any problems it is aware of related to the EV Charging Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance. Customer shall promptly notify PCEA if Customer will no longer maintain the installed EV Charging Infrastructure and/or the installed EV Charging Infrastructure is being removed from Customer's site. Uninterrupted service is not guaranteed, and Pacific Gas & Electric (PG&E) may interrupt service and access to the EV Charging Infrastructure when necessary to ensure safety or to perform maintenance as dictated by utility easement agreements and requirements.
13. **PERMISSION TO USE DATA:** For all EV Charging Infrastructure installed that are capable of collecting and reporting usage and utilization data, Site Owner agrees to allow PCEA and its authorized Contractors to access, collect, use, and report EV Charging Infrastructure usage and utilization data gathered as a part of the Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. PCEA and its authorized Contractors shall have access to the EV Charging Infrastructure usage and utilization data indefinitely and in accordance with all applicable laws, including but not limited to PCEA privacy guidelines and relevant regulatory decisions.
14. **DEMAND RESPONSE and LOAD SHAPING PROGRAMS:** Customer agrees that PCEA may, at its discretion enroll all networked EV charging port(s) units installed under the Program in any future demand response, grid optimization, and/or load shaping programs implemented by PCEA. Future load shaping program will, by design, not incur any additional costs or expenses to Customer. The load shaping program will aim to curtail energy usage for each charging port during a predefined period established by PCEA. These curtailments will be designed to minimally impact EV drivers that are charging during these times whenever possible. Customers will be provided an appropriate mechanism to opt-out before the program is implemented.
15. **TAX LIABILITY and CREDITS:** PCEA is not responsible for any taxes which may be imposed on Customer as a result of the rebates provided within the Program. Site Owners receiving incentives from either the Program and/or other regional organizations, including, but not limited to, the Bay Area Air Quality Management District, that have been facilitated through assistance from PCEA are required to designate their Low Carbon Fuel Standard (LCFS) credits to PCEA. Upon delegation of LCFS credits to PCEA, Customers agree that they will not generate credits, will inform third-party entities that the LCFS credits generated by their installed EVSE are designated to PCEA, and will provide the EV charging port(s) usage data to PCEA for LCFS reporting pursuant to CARB sections 95483.2(b)(8), 95491 and 95491.1.
16. **DISPUTES:** Except where otherwise limited by law, PCEA reserves the right, at its sole discretion, to make final determinations regarding any disputed issues about the Program, including but not limited to eligibility and rebate

amounts. In the event of a dispute that cannot be remedied by the parties, any court filings and/or proceedings shall be venued in San Mateo County, California. PCEA shall in no case be responsible for the legal costs of Site Owner and/or Designated Applicant.

17. **PROGRAM CHANGES:** PCEA reserves the right to change, modify, or terminate the Program at any time without any liability except as expressly stated herein. PCEA will honor all written commitments made in the Funds Reservation Agreement provided to Customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the timeframe specified within the Program Requirements.
18. **PROGRAM EXPIRATION:** The Program will expire upon the earliest to occur: (i) December 31st, 2024, (ii) when funds are depleted, or (iii) when the program is terminated by PCEA.
19. **INDEMNIFICATION:** Applicant agrees to indemnify, defend, and hold PCEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Customer's negligence, recklessness or willful misconduct while participating in the PCEA Program.
20. **ACKNOWLEDGEMENTS:** Customer shall acknowledge PCEA as a funding source of the installed EV Charging Infrastructure each time Customer's activities related to the EV Charging Infrastructure are published in any news media, press release, brochures, or other type of public communication or promotional material. The acknowledgement of PCEA's support as a funding source, whether in whole or in part, shall include language such as: "Funding for [Customer Site Name]'s charging station(s) provided by Peninsula Clean Energy." If Customer is receiving funding from multiple organizations, Customer may use one statement conforming to the format listed above and include all organizations from which funding is received. PCEA also reserves the right to install stickers, signage, or other advertisement mechanism on the EV charging port(s) funded or facilitated by PCEA.
21. **CUSTOMER DISCLOSURE AUTHORIZATION:** By signing the Funds Reservation Agreement, Applicant confirms they are the authorized representative for the electric account holder identified in the Funds Reservation Agreement and authorized PCEA to disclose Customer's account status and participation in the PCEA Program. If Applicant is not the authorized representative for the electric account holder identified in the Funds Reservation Agreement, the Applicant certifies that they have submitted a Third Party Designated Applicant Assignment Form to verify that the Site Owner has delegated authority to the Applicant to represent the Site Owner and execute the Funds Reservation Agreement.



Serving the San Mateo County Community

Peninsula Clean Energy Electric Vehicle (EV) Charger Incentives – Program Standards & Requirements

Executive Summary

Peninsula Clean Energy EV Charger Incentives is a 4-year, \$4 million charging infrastructure program designed to parallel the Peninsula-Silicon Valley Incentive Project, the state-funded California Electric Vehicle Incentive Project (CALeVIP). CALeVIP broadly addresses Level 2 (L2) and Direct Current Fast Charging (DCFC) infrastructure in San Mateo County whereas EV Charger Incentives will support EV charging projects and sites that are not covered in CALeVIP and are specific to needs in San Mateo County.

1. Definitions

- a. Affordable Housing – Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income.
- b. EVSE – Electric vehicle supply equipment. Conductors, including ungrounded, grounded, and equipment grounding conductors, and the EV connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the EV (NFPA 70-2017, Article 625).
- c. Electric vehicle (EV) charging Port – a 120V AC outlet or J1772 connector on an EVSE which charges one vehicle at a time.
- d. Electric vehicle (EV) charging infrastructure – refers to all electrical infrastructure, including, electrical panels, circuits, wire, conduit, raceway, and other materials required to bring power from a panel to an EV charging port, and the EV charging port, or electric vehicle supply equipment.
- e. Level 1 (L1) Outlet – Level 1 outlets offer charging through a 120V AC circuit, providing about 3-5 miles of range per one hour of charging.
- f. Level 2 (L2) EVSE – Level 2 EVSE offer charging through a 208V or 240V AC circuit
- g. Make Ready Projects – Projects that build, construct, and install the electrical infrastructure, including transformers, panels, wire, conduit, breakers, required for a L2 EVSE, but do not install the EVSE.
- h. Multi-Unit Dwelling (MUD) – Residential buildings with four or more residential units. Installations must be in open parking areas or garages; assigned parking spaces are eligible, so long as they are not located inside private garages with access to only a single residential tenant. Non-Peninsula Clean Energy incentive programs may deviate from the four unit minimum, such as BAAQMD, defining MUD as five or more residential units.
- i. Electric Vehicle Service Provider (EVSP) – An EVSP provides the connectivity across a network of charging stations. Connecting to a central server, they manage the software, database, and communication interfaces that enable operation of the station.

2. Program Segments & Funding

a. Eligibility

Summary of Eligible Property and Project Types

Measure Type	Multi-Unit Dwellings	Non-Residential
L1 outlet	Eligible	Eligible
L2 EVSE	Eligible	Not Eligible
Main Panel Upgrade	Eligible	Not Eligible
Make Ready	Eligible	Eligible
EV Charging for Resiliency	Eligible	Eligible

To be eligible for program funding, *all* projects must comply with the following requirements:

1. Location: Property is located within San Mateo County.
2. Customer Type: EVSE or circuit will be electrically connected to a meter associated with a Peninsula Clean Energy customer account.
 - a. **EXCEPTION:** If the site is a MUD, then the stations may be installed on a non-Peninsula Clean Energy meter, provided the main or primary building meter is associated with a Peninsula Clean Energy account.
3. Labor Requirements: All work performed on projects under this agreement shall be done by contractor companies that are IBEW signatory contractors and who hold a valid California C-10 license employing only California State Certified Electricians and California State Indentured Apprentices. PCEA reserves the right to amend and change labor requirements at any point during the program.
4. Installation Requirements: Installations must comply with all federal, state and municipal laws, ordinances, rules, codes, standards and regulations.
5. Funding Requirements: Funds are not retroactively available to projects where the equipment was already purchased.
6. Local Codes & Regulations: *Installations must be voluntary and surplus*—charging stations that are required to be installed by a regulation, local ordinance, building code, or other legal obligations (e.g., legal settlement, condition of lease agreement or use permit, EV-readiness ordinance) are NOT eligible, with the exception of installations in affordable housing.
7. Parking Type: Installations must be in open parking areas or garages; assigned parking spaces are eligible, so long as they are not located inside private garages with access to only a single residential tenant.

b. Affordable Housing Funds Reservation

The program will earmark \$1 million towards affordable housing projects supporting Level 1 and Level 2 charging, including the installation of stations at existing affordable housing and new construction. Funding will be protected for up to 2 program years after which the allocation of funds will be re-assessed and any unreserved funds may be reallocated to the program funding pool and be eligible to fund other projects. Peninsula Clean Energy will notify applicants with incomplete projects of pending fund re-allocation 90 days before the expiration date.

c. Combining Incentives

Installations may be eligible for additional funding programs such as CALeVIP and BAAQMD Charge! Program. When customers combine incentives from multiple sources, Peninsula Clean Energy EV Charger

Incentives may be reduced so total incentives do not exceed the applicable caps indicated in the incentive table below.

The site eligibility, as outlined in the eligibility section, applies to all program segments unless otherwise designated or outlined within the program segment descriptions below.

d. Low Carbon Fuel Standard Credits

All projects receiving funding from Peninsula Clean Energy will be required to designate Low Carbon Fuel Standard credits generated by the installed stations to Peninsula Clean Energy.

3. Installation Requirements

Please review each section for more details on charging hardware requirements, and property qualifications and site eligibility.

a. Level 1 (L1) Outlet (110/120V, 5A – 24A)

i. Hardware Requirements

1. Power Supply: 1.4 kW minimum
2. NEMA standard 110/120V receptable
3. Ground Fault Circuit Interrupter (GFCI) receptacle
4. Hardware must meet indoor or outdoor NEC requirements per installation location

ii. Software Requirement

1. N/A

iii. Operational Requirements

1. Operating Period: Mandatory 3-year operation period

b. Level 2 (L2) EVSE (208/ 240V, 30A – 80A)

i. Hardware Requirements

ii. Charging Station Standards:

1. J-1772 standard commercial grade
2. NEMA 3R rated (outdoor rated hardware) minimum
3. 6.2 kW *minimum* capable power supply. Actual operating draw may be lower when controlled by power management.
4. Must be Energy Star Certified
5. Hardware must be new; no refurbished or repurposed equipment can be installed (e.g., equipment previously used as display)

iii. Software Requirements

1. Communication Protocols:

- a. Must use an open standard protocol, such as Open Charge Point Protocol (OCPP)

2. Billing

- a. Must accept some form of credit card and at least one additional form of payment (if payment is required)

iv. Installation & Operational Requirements

1. EVSE Procurement:

- a. Vendors must have installed and operated chargers in the United States for at least three years

2. Operating Period:

- a. Mandatory 3-year operation period with standardized data reporting frequency established in the Program Terms & Conditions

3. Networking Agreement

- a. Mandatory 2-year networking agreement with EVSP network

c. 'Make Ready' Retrofit Projects

EV Charger Incentives provides funding to create Make Ready Spaces by installing infrastructure for future EVSE installation.

Make Ready Spaces:

- i. Installs complete L2 EVSE circuits but does not install the EV charging port(s).
- ii. Installs up to 10 parking spaces with 40A circuits.

d. EV Charging for Resiliency

Peninsula Clean Energy aims to address EV charging resiliency concerns due to power shutoffs and natural disasters within San Mateo County. Up to \$100,000 is allocated to fund resiliency projects designed to support charging needs during grid events, shutdowns, or failures, and natural disasters. All projects applying for funding must comply with the following requirements:

- i. Must be publicly accessible 24/7
- ii. Must be accessible to the public to operate during grid shutdowns or failures, and other natural disasters
- iii. Must engage with emergency services organizations to coordinate site use during grid shutdowns or failures, and other natural disasters
- iv. Must demonstrate how station will operate during PSPS events
- v. Must comply with charging standards and requirements outlined in the above sections
 - 1. Projects including DCFC stations must comply the standards and requirements outlined in the Peninsula-Silicon Valley Project Guidelines, which can be found on www.calevip.org

Priority consideration for funding will be given to sites located in Tier 2 and Tier 3 fire zones as designated by the California Public Utilities Commission. Funding may be stacked with any program for which the project is eligible for and applicants must submit information outlining the additional funding supporting the project.

4. Incentive Amounts

Property Category	Property Type	Measure Type	Port Incentive	Applicable Cap ¹
Existing	Multi-Unit Dwelling	L1 outlet	\$2,000	No cap
		L2 EVSE port	\$5,500	Up to 75% of project cost, maximum \$44,000 per property
		Main Panel Upgrade ⁵	\$4,000	Up to \$4,000 per property
	Affordable Housing Multi-Unit Dwelling	L1 outlet	\$2,500	No cap
		L2 EVSE port	\$5,500	Up to 100% of project cost, maximum \$44,000 per property
		Main Panel Upgrade ⁵	\$4,000	Up to \$4,000 per property
	Workplace ²	L1 outlet	\$2,000	No cap
New	Market Rate Multi-Unit Dwelling (Above Code ⁴)	L1 outlet	\$1,000	No cap
		L2 EVSE port	\$2,000	Up to \$40,000 per property
	Affordable Housing Multi-Unit Dwelling	L1 outlet	\$1,500	No cap
		L2 EVSE port	\$2,500	Up to \$100,000 per property
	Public Agency	L1 outlet	\$1,000	No cap
		L2 EVSE port	\$2,000	Up to \$250,000 per property
New or Existing	Any	Resilient L2 or DCFC port	\$10,000	Up to \$50,000 per property

¹Maximum incentive award is up to 100% of project cost – maximum port incentive or applicable cost, whichever is less, unless otherwise stated

²Dedicated public or private fleets are not eligible

³Cannot be layered with L2 incentives from other programs to fund the same port

⁴Market rate above code incentive covers *voluntary and surplus* charging stations from those required to be installed by a regulation, local ordinance, building code, or other legal obligations.

⁵Must install 4 or more ports to be eligible for the main panel upgrade incentive

5. Eligible Project Costs

All incentives are capped at a percentage of project costs. Project costs can only include the monetary cost required to install the EVSE included within the project scope. Peninsula Clean Energy requires itemized invoices fully documenting the project costs prior to issuing the incentive payment. The following costs are considered eligible project costs when determining the incentive cap:

- Utility service upgrades, net of any utility service allowance
- Design & engineering services
- Installation costs, including materials and labor
- Service, warranty and O&M agreements
- Electric infrastructure (including conduit, panels, wiring, etc.)
- Installation costs (labor and electrical materials)
- Project signage
- Required ADA upgrades due to charging project
- Load management, or 'power sharing' equipment
- Adder Hardware
 - 'Networked' L1 charging management systems; for example, networked energy monitors, energy controllers, or outlets added to the project to create a 'networked' L1 charging station must enable:
 - Wi-Fi or cellular connectivity and the ability to interface with third party API
 - Data collection of charging events and sessions (including total kWh delivered per session, start and stop time of session, location of session, and unique station identifying serial number) and wireless transmission of those data

6. Fund Reservation Period

All project applications approved for incentive rebate must be completed and required verification submitted within charging port installation timeline outlined below:

Property Category	Property Type	Unit Type	Funds Reservation Period
Existing	Multi-Unit Dwelling	L1 outlet	270 days
		L2 EVSE port	
	Affordable Housing Multi-Unit Dwelling	L1 outlet	365 days (12 months)
		L2 EVSE port	
	Workplace	L1 outlet	270 days
	Any	Make Ready circuit	270 days
New	Market Rate Multi-Unit Dwelling (<i>Above Code</i>)	L1 outlet	Reservation period: 2 years (up to 9 months prior to program termination) Required progress milestones to maintain the reservation: <ul style="list-style-type: none"> Design drawing showing scope of EV charging by 6 months, and Copy of approved building permit by 12 months <i>PCE retains the right to extend the milestone deadlines at its discretion, providing it is within the budget authorization period of 2 years</i>
		L2 EVSE port	
	Affordable Housing Multi-Unit Dwelling	L1 outlet	Reservation Period: 3 years (up to 9 months prior to program termination) Required progress milestones to maintain reservation: <ul style="list-style-type: none"> Submit confirmation of “Notice to Proceed” documentation <i>PCE retains the right to extend the milestone deadlines at its discretion, providing it is within the budget authorization period of 3 years</i>
		L2 EVSE port	
	Public Agency	L1 Outlet	365 days (12 months)
		L2 EVSE Port	365 days (12 months)
New or Existing	Any	Resilient L2 or DCFC port	365 days (12 months)

7. Required Installation Verification Documents

- Purchase invoice for equipment. Invoice must be marked as paid
- Purchase invoice for all installation costs. Invoice must be marked as paid
 - If the project required a panel upgrade, the invoice must explicitly list this cost in a separate line item and only include those hardware or installation costs associated with the panel
- Design invoice for engineering and design costs
- Copy of permits: local agency, and (if applicable) utility permits/service orders
- Pictures of the following:
 - At least 2 photos of installed and operational EV Charging ports, which also clearly displays cobranded Project-provided PCEA labeling
 - Photos of equipment serial numbers
 - If the project required a panel upgrade, please provide a picture of the new panel displaying all the circuits
- Copy of a network agreement (2 years for L2)
- Copy of an operation and maintenance contract or agreement with EVSE vendor
- Authority Having Jurisdiction on electrical inspections Inspection Card, including inspector sign-off
- PCE reserves the right to request additional documentation as needed for demonstration of compliance with program requirements and audit Customer documents and attestations at its sole discretion.



Serving the San Mateo County Community

**Peninsula Clean Energy Authority Electric Vehicle (EV) Ready Program
Designated Applicant Form**


Peninsula Clean Energy Authority ("PCEA") Electric Vehicle (EV) Ready Program ("Program") applicants that do not own the property ("Designated Applicant") where the proposed installation site is located, must provide authorization, to the satisfaction of PCEA, that the application and subsequent installation work is authorized by:

- a. the site owner ("Site Owner") or,
- b. if the property is owned by a commercial or corporate entity, the representative of the ownership entity ("Owner Representative"),

of the real property at the address listed below ("Property"). The Designated Applicant must download, complete, sign, and submit this form to PCEA via email at evready@peninsulacleanenergy.com **within five (5) days of project application submission.**

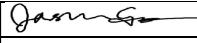
Site Owner. Please complete as follows:

The undersigned, Site Owner or Owner Representative, hereby represents and warrants to PCEA: (i) that they are the vested owner of Property and (ii) that Site Owner or Owner Representative has consented to the rebate applicant's submission of the Project Application and installation of Electric Vehicle Supply Equipment ("EVSE") at the Property. Site Owner or Owner Representative represents and warrants it has the requisite legal authority to enter into this Agreement, and to perform the obligations required by this Agreement. In addition, Site Owner or Owner Representative warrants and represents that the person signing this Agreement has the requisite authority to bind Site Owner or Owner Representative. Site Owner or Owner Representative acknowledges and agrees that PCEA is relying on Site Owner's foregoing certifications in reviewing and approving Applicant's application.

Signature of Site Owner or Owner Representative*	
<i>*If the site is owned by a Corporate Ownership Entity, please enter entity name here</i>	N/A
Printed Name (Site Owner or Owner Representative)	Justin Mates
Title	Deputy County Manager
Date	11/5/2020
Property Address	400 Middlefield Road, Redwood City, CA 94063

Designated Applicant. Please complete as follows.

Designated Applicant hereby represents and warrants to PCEA: (i) that the foregoing information is true and correct; and (ii) that the undersigned has been duly authorized by Site Owner or Owner Representative to submit a Project Application to PCEA and install EVSE at the Property. Designated Applicant acknowledges and agrees that PCEA is relying on the Designated Applicant's foregoing certifications in reviewing and approving of Designated Applicant's application.

Signature of Designated Applicant	
Designated Applicant Printed Name	JASMINE GAO
Title	CAPITAL PROJECT MANAGER
Email Address	JGAO@SMCGOV.ORG
Date	11/4/2020

**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: January 15, 2021
BOARD MEETING DATE: January 28, 2021
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: KJ Janowski, Director of Marketing and Community Affairs, Peninsula Clean Energy

SUBJECT: Approve Market Research Contract

RECOMMENDATION:

Delegate authority to the Chief Executive Officer to execute Contract with HINER & Partners, Inc. up to \$300,000 over 3 years to provide market research services.

BACKGROUND:

In order to effectively execute its strategic plan, Peninsula Clean Energy seeks to understand the awareness and perceptions of the agency and its brand, and to gauge the awareness and receptivity of electricity customers regarding electric vehicles, all-electric homes and other building and transportation electrification opportunities. Market research enables the assessment of progress toward achieving program and marketing goals such as whether attitudes about and interest in electric vehicles have shifted and by how much, or whether awareness and perceptions of Peninsula Clean Energy have improved and by how much. By improving the understanding of motivations and obstacles to adoption, market research can inform the development of energy programs and marketing strategies. Ensuring that electricity customers perceive Peninsula Clean Energy as a credible agency, creating effective programs, and improving participation in those programs are essential to achieving the agency's mission to reduce greenhouse gas emissions.

In November of 2019, Peninsula Clean Energy issued a Request for Proposals for a Customer Awareness Survey. Seven proposals were submitted and HINER was awarded the project and a contract not to exceed \$90,000 was executed in February 2020.

In 2020, HINER executed two market research studies for Peninsula Clean Energy, including a study to gauge residential customer attitudes toward inclusion of nuclear energy in the Power Content Label and an in-depth study of awareness, perceptions and attitudes surrounding the agency's brand, electric vehicles and building electrification.

DISCUSSION:

Market research surveys constitute one of the primary methods for Peninsula Clean Energy to assess progress toward the marketing, customer care and community energy goals as stated in the Strategic Plan and highlighted below. In addition, market research surveys can help inform the development and execution of community energy programs, supporting related strategic goals, also outlined below.

HINER & Partners, Inc. is a small, consultative, full-service market research and consulting firm with a single location in Santa Ana, California. Incorporated in 2005, HINER has executed hundreds of projects for energy providers, including PG&E, SDG&E, SCE and SMUD. Three of their staff members have previously been employed by energy companies.

A multi-year relationship with a market research firm such as HINER will enable them to develop a deeper knowledge of the agency's initiatives and challenges and, thereby, to better guide the design of research methods and to draw more useful insights from the research. In addition, having a consistent vendor helps ensure consistency in methodology which enables year to year comparison for tracking changes in key ongoing metrics.

Staff is recommending for approval the attached draft contract with HINER & Partners, Inc.

FISCAL IMPACT:

Up to \$300,000 of previously approved operating budget may be spent over three years.

STRATEGIC PLAN:

The work to be executed under this contract supports the achievement of, or measurement of progress toward, the following Objectives and Key Tactics described in the Peninsula Clean Energy Strategic Plan.

Marketing, Community Outreach and Customer Care

Objective A. Brand Reputation: Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry.

KT5. Identify and address gaps between perception and desired brand identity.

Objective B. Engagement: Educate and engage stakeholders in order to gather input, inspire action, and drive program participation.

KT6. Promote programs and services, including community energy programs and premium energy services.

Objective C. Customer Care: Ensure high customer retention and satisfaction.

KT1. Assess needs and attitudes of all customer segments to support the development of and communication about programs and services.

Community Energy Programs

Objective A. Signature Programs: Develop market momentum for electric transportation and initiate the transition to clean energy buildings.

RESOLUTION NO. _____

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

*** * * * ***

**RESOLUTION AUTHORIZING CHIEF EXECUTIVE OFFICER TO EXECUTE A
CONTRACT WITH HINER & PARTNERS, INC. FOR MARKET RESEARCH
SERVICES IN AN AMOUNT NOT TO EXCEED \$300,000 OVER THREE YEARS**

RESOLVED, by the Peninsula Clean Energy Authority (PCEA) of the County of San Mateo, State of California, that

WHEREAS, the PCEA mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions; and

WHEREAS, in April 2020, the PCEA Board adopted a five-year Strategic Plan 2020-2025; and

WHEREAS, in order to effectively execute and gauge progress toward achievement of this Strategic Plan and the agency's mission, it is necessary to understand awareness, perception and attitudes of electricity customers in the PCEA service territory; and

WHEREAS, market research services constitute one of the primary methods for obtaining insights to both inform the development of community energy programs and

marketing strategies, and to assess progress toward achievement of program,
marketing and strategic goals; and

WHEREAS, a multi-year relationship with a highly qualified market research firm enables the development of deeper knowledge of PCEA's initiatives and challenges and, thereby, the ability to better guide the design of research methods and draw more useful insights from the research; and

WHEREAS, HINER & Partners, Inc. is a full-service market research and consulting firm with expertise and extensive experience working with energy providers, including PCEA;

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 HINER & Partners, Inc. in an amount not to exceed \$300,000 over three years and in a form approved by the General Counsel.

* * * * *



AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND HINER & PARTNERS INC.

This Agreement is entered into this [day] day of January, 2021, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Hiner & Partners, 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 customer survey development, administration, and analysis.

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 three hundred thousand dollars (\$300,000). In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2021, through February 1, 2024.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Chief Executive Officer of the 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. Intellectual Property and Ownership of Work Product

PCEA shall and does own all titles, rights, and interests in all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations therefore, and all forms of intellectual property ("Work Products") created by Contractor and any subcontractors under this Agreement. Contractor hereby assigns all titles, rights, and interests in all Work Products to PCEA. At the end of this Agreement, or in the event of termination, all Work Products shall be promptly delivered to PCEA.

Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of PCEA. Contractor shall not dispute, directly or indirectly, PCEA's exclusive right and title to the Work Products, nor the validity of the intellectual property embodied therein.

Contractor may (1) retain its rights to and ownership of pre-existing or open-source materials and/or (2) retain one copy of Work Products for archival use, but in either instance must notify PCEA and identify any such materials in writing prior to the commencement of work under this Agreement.

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.

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. W-9 Form and Submission of Invoices

Invoices shall only be submitted by electronic form by sending an email to both the **PCEA project contact's email address** and to **PCEA's Finance email address** (finance@peninsulacleanenergy.com). Contractor shall submit a completed W-9 form electronically to the same email addresses. Contractor understands that no invoice will be paid by PCEA unless and until a W-9 Form is received by PCE.

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:

Yes	Comprehensive General Liability (Applies to all agreements)	\$1,000,000
Yes	Motor Vehicle Liability Insurance	\$1,000,000
No	Professional Liability Insurance	\$1,000,000

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. Employee Benefits

With respect to the provision of benefits to its employees, Contractor shall ensure that employee benefits provided to employees with domestic partners are the same as those provided to employees with spouses.

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. 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.

16. 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.

17. 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.

18. 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: Harry Hiner
Address: 1605 E. 4th Street, Santa Ana CA 92701
Telephone: (562) 495-2436 x14
Email: hhiner@hinerpartners.com

19. Electronic Signature

PCEA and Contractor wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. 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.

20. 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 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: _____

HINER & Partners, Inc.

Contractor's Signature

Date: _____

DRAFT

Exhibit A

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

Under the direction of the PCE Director of Marketing, Contractor will develop, administer and provide analysis of market surveys ("Projects") in PCE service territory. It is anticipated that the number of research projects in a given year will be between one and four. In all cases, Projects will include the following:

1. Project Scoping:

- a. Based on a PCE statement of objectives for a given Project, Contractor will propose survey methods and estimate costs for a given Project.
- b. Contractor will review and refine the Project with PCE and produce a Project Scope of Work (SOW) for the given Project.
- c. Contractor will proceed with the Project on receipt of a signed and dated from the Director of Marketing.

2. Project Meetings: Contractor will participate in regular meetings for the development and execution of the Project at a mutually determined schedule.

3. Administration: Contractor will develop and execute the survey as defined in the SOW. The survey will be developed and executed in accordance with professional standards and is expected to include:

- a. Sample acquisition (if not otherwise provided by PCE)
- b. Questionnaire development, in collaboration with PCE
- c. Translation to additional languages, if so directed
- d. Questionnaire approval by PCE
- e. Programming and testing
- f. Mailing/Data Collection

4. Analysis and Results: Contractor will analyze the results and present the results to PCE including as determined in the SOW:

- a. Data processing and tabulation
- b. Analysis of the results including evaluation statistically significant outcomes by demographic or other segments and, where appropriate and mutually-determined, weighting of samples to provide a high degree of representativeness in the target population(s)
- c. Identification of confidence intervals
- d. Identification of errors, omissions or results which may suggest sampling or methodological bias
- e. Preparation of the results in a document or slide show format

- f. Presentation of the results to PCE and/or specified audiences

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 within 45 days of receiving an invoice with itemized hours by staff role based on the following fee schedule and terms:

<u>Rate</u>	<u>Role</u>	<u>Staff</u>
\$325	President	Harry Hiner
\$275	Senior Vice President	Steve Westberg
\$250	Vice President	Lori Walker; Paul Caracciolo
\$225	Statistician	Luke Thelen
\$200	Senior Project Manager	Chris Guth; Blake Sweeney
\$175	Project Manager	NA
\$125	Research Assistant	Theresa Bui

**PENINSULA CLEAN ENERGY
JPA Board Correspondence
General Counsel**

DATE: January 20, 2021
BOARD MEETING DATE: January 28, 2021
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority Present

TO: Honorable PCE Joint Powers Board

FROM: David A. Silberman, General Counsel
Jennifer Stalzer Kraske, Associate General Counsel

SUBJECT: Authorize the General Counsel to execute with the law firms of Clean Energy Counsel and Hall Energy Law, Engagement Agreements allowing for Terms from February 2021 through February 2022 in amounts not to exceed of \$250,000.

RECOMMENDATION:

Adopt Resolutions

1. Authorizing the General Counsel to execute with the law firm of Clean Energy Counsel, an engagement agreement allowing for a term from February 2021 through February 2022 in an amount not to exceed of \$250,000.
2. Authorizing the General Counsel to execute with the law firm of Hall Energy Law, an engagement agreement allowing for a term from February 2021 through February 2022 in an amount not to exceed of \$250,000.

BACKGROUND:

The County Counsel's Office provides legal services to the Peninsula Clean Energy (PCE) Authority pursuant to a contract approved by the Board March 24, 2016 and subsequently amended to extend the term and increase the amount.

Pursuant to that agreement, the County Counsel serves as General Counsel to the Board and has authority to retain services of outside counsel in an amount not to exceed \$25,000.

Certain projects important to PCE can benefit from time-to-time by the assistance of lawyers who focus primarily on those areas of law, including the litigation of complicated regulatory proceedings before the California Public Utilities Commission ("CPUC") and negotiation of complex power purchase agreements.

PCE's first outside counsel for power purchase agreements was Steve Hall, then of

Troutman Sanders. Mr. Hall had worked with Marin Clean Energy and Sonoma Clean Power on their launches.

Subsequently, Winston & Strawn has been providing PCE with significant assistance in negotiating almost all of its Power Purchase Agreements since approval by the Board to retain its services on October 27, 2016. We have been very satisfied with that assistance to date. However, it is beneficial to have the support of multiple law firms to address potential legal conflicts, because it has the potential to manage costs and allows PCE to explore different legal perspectives.

DISCUSSION:

General Counsel and the CEO believe that Peninsula Clean Energy benefits from having the flexibility to work with multiple firms for PPA negotiations. Each firm has the potential to bring slightly different strengths to the table at varying costs. Further, the General Counsel and CEO believe that expanding the landscape of firms doing work for CCAs will benefit the community as a whole. In addition, it is possible that each firm could have potential conflicts that would prevent them from working with PCE on particular matters and/or be unavailable to provide services.

There is a relatively limited number of lawyers specializing in the negotiation of power purchase agreements. The transactions being negotiated are very complex and collectively worth many hundreds of millions of dollars and require a very high level of assistance from specialized lawyers. The General Counsel, CEO and Director of Power Resources identified firms that might be able to supplement our current legal support.

We identified Clean Energy Counsel as well-qualified to assist Peninsula Clean Energy. We also interviewed two lawyers from the firm and checked references with CCAs that have had prior experience working with the firm. Please find attached biographies of the lawyers who would likely be performing the work in the event the Board approves the retention agreement.

In addition, we reached out to Steve Hall and seek to re-engage him. He now owns his own firm, Hall Energy Law.

The retention agreements do not obligate Peninsula Clean Energy to expend any particular sum of money on legal services. It provides a framework to access to those services as they become necessary.

Accordingly, we are asking the Board to authorize the General Counsel to execute two engagement agreements, each for a total expenditure not to exceed \$250,000 for terms from February 2021 through February 2022.

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

*** * * * ***

**RESOLUTION AUTHORIZING GENERAL COUNSEL TO EXECUTE WITH THE LAW
FIRM OF CLEAN ENERGY COUNSEL AN ENGAGEMENT AGREEMENT
ALLOWING FOR A TERM FROM FEBRUARY 2021 THROUGH FEBRUARY 2022
AND IN A TOTAL NOT TO EXCEED AMOUNT OF \$250,000.**

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, the JPA Agreement forming Peninsula Clean Energy delegates to the Board the power to hire a General Counsel pursuant to Paragraph 3.3.2; and

WHEREAS, the San Mateo County Counsel’s Office has been appointed General Counsel and has been delegated authority to retain outside legal services in amounts not to exceed \$25,000; and

WHEREAS, the General Counsel has determined it was necessary to seek outside legal services related to negotiation of Power Purchase Agreements.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the General Counsel is authorized to execute with the law firm of Clean Energy Counsel an engagement agreement for a term from February 2021 through February 2022 in an amount not to exceed \$250,000.

* * * * *

[CCO-113499]

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

*** * * * ***

**RESOLUTION AUTHORIZING GENERAL COUNSEL TO EXECUTE WITH THE LAW
FIRM OF HALL ENERGY LAW AN ENGAGEMENT AGREEMENT ALLOWING FOR
A TERM FROM FEBRUARY 2021 THROUGH FEBRUARY 2022 AND IN A TOTAL
NOT TO EXCEED AMOUNT OF \$250,000.**

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, the JPA Agreement forming Peninsula Clean Energy delegates to the Board the power to hire a General Counsel pursuant to Paragraph 3.3.2; and

WHEREAS, the San Mateo County Counsel’s Office has been appointed General Counsel and has been delegated authority to retain outside legal services in amounts not to exceed \$25,000; and

WHEREAS, the General Counsel has determined it was necessary to seek outside legal services related to negotiation of Power Purchase Agreements.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the General Counsel is authorized to execute with the law firm of Hall Energy Law an engagement agreement for a term from February 2021 through February 2022 in an amount not to exceed \$250,000.

* * * * *

[CCO-113499]

**REGULAR MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Thursday, December 17, 2020
MINUTES**

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

CALL TO ORDER

Meeting was called to order at 6:31 p.m.

ROLL CALL

Present: Dave Pine, County of San Mateo
Jeff Aalfs, Town of Portola Valley, *Chair*
Rick DeGolia, Town of Atherton, *Vice Chair*
Julia Mates, City of Belmont
Clay Holstine, City of Brisbane
Donna Colson, City of Burlingame
Roderick Daus-Magbual, City of Daly City
Carlos Romero, City of East Palo Alto
Sam Hindi, City of Foster City
Harvey Rarback, City of Half Moon Bay
Laurence May, Town of Hillsborough
Tom Faria, City of Los Banos
Betsy Nash, City of Menlo Park
Ann Schneider, City of Millbrae
Tygarjas Bigstych, City of Pacifica
Giselle Hale, City of Redwood City
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
Jennifer Wall, Town of Woodside
Pradeep Gupta, Director Emeritus
John Keener, Director Emeritus

Additional Board Members Present:

Jen Wolosin, City of Menlo Park
Mary Bier, City of Pacifica

Absent: County of San Mateo
Town of Colma

Staff: Jan Pepper, Chief Executive Officer
 Andy Stern, Chief Financial Officer
 Leslie Brown, Director of Customer Care
 Rafael Reyes, Director of Energy Programs
 Phillip Kobernick, Programs Manager
 Joseph Wiedman, Director of Legislative and Regulatory Affairs
 KJ Janowski, Director of Marketing and Community Affairs
 Kirsten Andrews-Schwind, Senior Manager of Community Relations
 Darren Goode, Media Relations
 Siobhan Doherty, Director of Power Resources
 Chelsea Keys, Power Resources Manager
 Peter Levitt, Associate Manager of Distributed Energy Resources (DER)
 Mehdi Shahriari, Senior Renewable Energy Analyst
 Sara Maatta, Renewable Energy and Compliance Analyst
 Sapna Dixit, Strategic Accounts Manager
 David Silberman, General Counsel
 Ilana Parmer Mandelbaum, Deputy County 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

Motion Made / Seconded: Bonilla / Mates

Motion passed 16-0

Resolutions 12-17-20 (6), (7), (8), (9), (10)

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	X			
County of San Mateo					X
Town of Atherton	Director DeGolia	X			
City of Belmont	Director Mates	X			
City of Brisbane	Director Holstine	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			
City of East Palo Alto					X
City of Foster City					X
City of Half Moon Bay	Director Rarback	X			
Town of Hillsborough	Director May	X			

City of Los Banos					X
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Director Bier	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina				X
City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			
City of South San Francisco	Director Nicolas	X			
Town of Woodside					X
	Totals	16			7

REGULAR AGENDA

David Silberman—General Counsel—presided over the official swearing-in of new Board members Tom Faria—City of Los Banos, Jen Wolosin—City of Menlo Park, Tygarjas Bigstyk—City of Pacifica, and Jennifer Wall—Town of Woodside.

1. CHAIR REPORT

Jeff Aalfs—Chair—reported there are two openings on the Executive Committee and asked those interested in joining the Executive Committee to let him know. Jeff also reported that he needs a Chair and volunteers for a Nominating Committee for the Chair and Vice Chair positions. Dave Pine volunteered to Chair, and Larry May and Rick Bonilla volunteered to serve on the Nominating Committee.

2. CEO REPORT

Jan Pepper—Chief Executive Officer—welcomed new Board members and invited them to join subcommittees. Jan reviewed the COVID-19 Load Impact Analysis, and provided updates on PCIA (Power Charge Indifference Adjustment), the Power On Peninsula program, and reach code adoption in San Mateo County.

3. CITIZENS ADVISORY COMMITTEE REPORT

Desiree Thayer—Citizens Advisory Committee Chair—reported that the Citizens Advisory Committee (CAC) received a proposal from the Transportation Work Group about the Beyond Gasoline Initiative, and the CAC voted to endorse a recommendation to the Board. She reported the CAC received an update on the EV (Electric Vehicle) Municipal Fleet program, and discussed work groups and the Brown Act.

4. APPROVE ADDENDUM NO. 1 TO THE COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN AND STATEMENT OF INTENT TO ADDRESS PCE EXPANSION TO THE CITY OF LOS BANOS, CA

Leslie Brown—Director of Customer Care--reported that when Peninsula Clean Energy (PCE) formed, an Implementation Plan was filed with the CPUC (California Public Utilities Commission). She reported that an addendum amends the Implementation Plan to include City of Los Banos details such as the enrollment timeline and customer noticing.

Motion Made / Seconded: Hale / Schneider

Motion passed 19-0

Resolution No. 12-17-20 (1)

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	X			
County of San Mateo					X
Town of Atherton	Director DeGolia	X			
City of Belmont	Director Mates	X			
City of Brisbane	Director Holstine	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			
City of East Palo Alto					X
City of Foster City					X
City of Half Moon Bay	Director Rarback	X			
Town of Hillsborough	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstych	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina	X			
City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			
City of South San Francisco	Director Nicolas	X			
Town of Woodside	Director Wall	X			
	Totals	19			4

5. APPROVE PENINSULA CLEAN ENERGY PARTICIPATION IN CALIFORNIA COMMUNITY POWER (CC POWER) JOINT POWERS AUTHORITY AND DELEGATE AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE CC POWER JOINT POWERS AUTHORITY AGREEMENT

Jan Pepper outlined nine CCAs (Community Choice Aggregators) planning to participate in the Joint Powers Authority (JPA), and described the benefits of joint action including economies of scale, enhanced negotiating power, shared risk, the potential for shared financing, and that legislators and regulators favor large scale procurement. Jan outlined elements of a Long Duration Storage RFO (Request for Offers) issued by joint CCAs, and reviewed the JPA's purpose, governance, costs, project development, risk mitigation, and timeline.

Jan introduced Tony Braun of Braun Blasing Smith Wynne, P.C., and Ilana Parmer Mandelbaum—Deputy County Counsel—to assist in answering questions about the JPA agreement. Board members discussed the JPA customer base, battery storage and DER (Distributed Energy Resources), risks and liabilities, PCE's Policy 10 Inclusive and Sustainable Workforce Policy, and CCA participation at each phase of project development. Board members outlined numerous questions about the JPA agreement, and suggested tabling discussion to enable further discussion and a study session.

Motion to Table / Seconded: Bonilla / Parmer-Lohan

Motion passed 20-0

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	X			
County of San Mateo					X
Town of Atherton	Director DeGolia	X			
City of Belmont	Director Mates	X			
City of Brisbane	Director Holstine	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			
City of East Palo Alto	Director Romero	X			
City of Foster City	Director Hindi	X			
City of Half Moon Bay	Director Rarback	X			
Town of Hillsborough	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstyk	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina	X			
City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			

City of South San Francisco	Director Nicolas	X			
Town of Woodside					X
	Totals	20			3

6. 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, 2028, IN AN AMOUNT NOT TO EXCEED \$125,000,000

Siobhan Doherty—Director of Power Resources—presented an overview of the Voyager Wind project and the contract structure as an existing project wherein PCE will purchase a portion of the project’s output. Siobhan outlined the generation profile, and how this project fits into PCE’s Strategic Plan goal to design a power portfolio that is sourced by 100% carbon free energy by 2025 that aligns supply and consumer demand on a 24x7 basis.

Board members discussed reviewing the environmental impacts of this and other wind projects.

Motion Made / Seconded: Parmer-Lohan / Rarback

Motion passed 16-3 with 1 abstention

Resolution No. 12-17-20 (2)

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	X			
County of San Mateo					X
Town of Atherton	Director DeGolia	X			
City of Belmont	Director Mates	X			
City of Brisbane	Director Holstine	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			
City of East Palo Alto	Director Romero	X			
City of Foster City	Director Hindi	X			
City of Half Moon Bay	Director Rarback	X			
Town of Hillsborough	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider			X	
City of Pacifica	Alternate Bigstych	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina	X			

City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			
City of South San Francisco	Director Nicolas	X			
Town of Woodside					X
	Totals	19		1	3

7. APPROVE RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE A CONTRACT AND ANY NECESSARY ANCILLARY DOCUMENTS WITH Z-GLOBAL, INC. FOR SCHEDULING COORDINATOR SERVICES, CONGESTION REVENUE RIGHTS PORTFOLIO MANAGEMENT AND SHORT-TERM LOAD FORECASTING IN AN AMOUNT NOT TO EXCEED \$850,000 WITH A TERM FROM FEBRUARY 1, 2021 THROUGH JANUARY 31, 2024

Chelsea Keys--Power Resources Manager—presented background information on PCE supplying load in the California Independent System Operator (CAISO) Market, requiring support from a Scheduling Coordinator (SC) who operates a 24-hour trading desk. Chelsea outlined SC services that PCE had contracted with Energy America, LLC (Direct Energy) to provide, but the agreement is expiring.

Chelsea reported that PCE is acquiring its own SCID (Scheduling Coordinator ID) to settle directly with CAISO, and staff issued an RFP (Request for Proposal) in September seeking services for SC, CRR (Congestion Revenue Rights) portfolio management, and forecasting. Chelsea outlined results of the RFP, reported that Z-Global was selected to provide the necessary services, and she outlined the agreement terms.

Board members discussed the contract timeline, the SCID application process, and the implications of a required collateral deposit. Board members suggested staff work with Counsel to determine whether or not a collateral deposit is within the authority of staff, and verify it's not considered an expenditure.

Motion Made / Seconded: DeGolia / Bonilla

Motion passed 20-0

Resolution No. 12-17-20 (3)

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	X			
County of San Mateo					X
Town of Atherton	Director DeGolia	X			
City of Belmont	Director Mates	X			
City of Brisbane	Director Holstine	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			
City of East Palo Alto	Director Romero	X			
City of Foster City	Director Hindi	X			

City of Half Moon Bay	Director Rarback	X			
Town of Hillsborough	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstyk	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina	X			
City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			
City of South San Francisco	Director Nicolas	X			
Town of Woodside					X
	Totals	20			3

8. APPROVE THE PROPOSED CONTRACT AMENDMENT TO INCLUDE AN ADDITIONAL \$100,000 IN THE EXISTING CONTRACT WITH TRC ENGINEERS TO SUPPORT THE DEVELOPMENT OF LOCAL POLICIES TO ADVANCE BUILDING ELECTRIFICATION AND ELECTRIC VEHICLE READINESS IN EXISTING BUILDINGS

Rafael Reyes—Programs Manager—outlined a contract extension with TRC Engineers for existing reach codes, policies, and financial incentives for existing building electrification, and to identify transferable tools and models for the consideration of and adoption by San Mateo County cities. Rafael outlined elements of Menlo Park’s Climate Action Plan and described this as an opportunity to develop models and resources for other cities.

Board members discussed support for reach codes in individual cities, carbon free goals, and electrification needs within the existing aging housing stock.

Motion Made / Seconded: Romero / Nash

Motion passed 19-0

Resolution No. 12-17-20 (4)

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo					X
County of San Mateo					X
Town of Atherton	Director DeGolia	X			
City of Belmont	Director Mates	X			
City of Brisbane	Director Holstine	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			

City of East Palo Alto	Director Romero	X			
City of Foster City	Director Hindi	X			
City of Half Moon Bay	Director Rarback	X			
Town of Hillsborough	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstyk	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina	X			
City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			
City of South San Francisco	Director Nicolas	X			
Town of Woodside					X
	Totals	19			4

9. ADOPT A RESOLUTION ENDORSING THE EFFORTS OF THE BEYOND GASOLINE INITIATIVE TO REDUCE GASOLINE CONSUMPTION BY 50% BY 2030 IN SAN MATEO COUNTY

Janelle London—Citizens Advisory Committee member—reported that the Beyond Gasoline Initiative at Joint Venture Silicon Valley has a goal to cut gasoline consumption 50% by 2030 from pre-pandemic levels. She outlined gasoline sales in the USA, in California, and in some cities. Janelle reported that the CAC unanimously approved bringing the Beyond Gasoline Initiative to the Board.

Board members discussed the gasoline tax and alternative ways to fund investments in infrastructure.

Motion Made / Seconded: Bonilla / Hale

Motion passed 19-0

Resolution No. 12-17-20 (5)

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo					X
County of San Mateo					X
Town of Atherton	Director DeGolia	X			
City of Belmont		X			X
City of Brisbane	Director Holstine	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			

City of East Palo Alto	Director Romero	X			
City of Foster City	Director Hindi	X			
City of Half Moon Bay	Director Rarback	X			
Town of Hillsborough	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstyk	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina	X			
City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			
City of South San Francisco	Director Nicolas	X			
Town of Woodside					X
	Totals	19			5

10. BOARD MEMBERS' REPORTS

Board members wished each other happy holidays, stay safe, and be well.

ADJOURNMENT

Meeting was adjourned at 9:49 p.m.

**SPECIAL MEETING of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Tuesday, January 12, 2021
MINUTES**

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

CALL TO ORDER

Meeting was called to order at 5:30 p.m.

ROLL CALL

Present: Carole Groom, County of San Mateo
Jeff Aalfs, Town of Portola Valley, *Chair*
Rick DeGolia, Town of Atherton, *Vice Chair*
Julia Mates, City of Belmont
Coleen Mackin, City of Brisbane
Donna Colson, City of Burlingame
Roderick Daus-Magbual, City of Daly City
Carlos Romero, City of East Palo Alto
Sam Hindi, City of Foster City
Laurence May, Town of Hillsborough
Tom Faria, City of Los Banos
Ann Schneider, City of Millbrae
Tygarjas Bigstych, City of Pacifica
Giselle Hale, City of Redwood City
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
Pradeep Gupta, Director Emeritus
John Keener, Director Emeritus

Absent: County of San Mateo
Town of Colma
City of Half Moon Bay
City of Menlo Park
Town of Woodside

Staff: Jan Pepper, Chief Executive Officer
Andy Stern, Chief Financial Officer
Leslie Brown, Director of Customer Care
Siobhan Doherty, Director of Power Resources
Sapna Dixit, Strategic Accounts Manager

David Silberman, General Counsel
 Ilana Parmer Mandelbaum, Deputy County Counsel
 Shayna Barnes, Administrative Assistant
 Anne Bartoletti, Board Clerk/Office Manager/Executive Assistant to the CEO

A quorum was established.

PUBLIC COMMENT:

Bruce Karney, Carbon Free Mountain View

ACTION TO SET THE AGENDA

Motion Made / Seconded: Colson / Bonilla

Motion passed 18-0

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo					X
County of San Mateo	Director Groom	X			
Town of Atherton	Director DeGolia	X			
City of Belmont	Director Mates	X			
City of Brisbane	Director Mackin	X			
City of Burlingame	Director Colson	X			
Town of Colma					X
City of Daly City	Director Daus-Magbual	X			
City of East Palo Alto	Director Romero	X			
City of Foster City	Director Hindi	X			
City of Half Moon Bay					X
Town of Hillsborough	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park					X
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstyk	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Director Hale	X			
City of San Bruno	Director Medina	X			
City of San Carlos	Director Parmer-Lohan	X			
City of San Mateo	Director Bonilla	X			
City of South San Francisco	Director Nicolas	X			
Town of Woodside					X
	Totals	18			5

SPECIAL MEETING AGENDA

David Silberman—General Counsel—presided over the official swearing-in of new Board member Coleen Mackin—City of Brisbane.

1. STUDY SESSION ON CALIFORNIA COMMUNITY POWER (CCP) JPA (JOINT POWERS AUTHORITY) AGREEMENT (DISCUSSION)

Jan Pepper—Chief Executive Officer—reported that the Board is being asked to approve Peninsula Clean Energy joining a new JPA for joint action on common services, programs, and energy resources and products. She reviewed a published FAQ (Frequently Asked Questions) documenting answers to questions posed by the Board.

Board members discussed a wide range of questions, including the assignment and potential weight of votes between the member CCAs, battery storage, environmental protections and criteria for projects, the handling of RFO (Requests for Offers), the benefits of joint procurement, the three phases of CC Power projects, and the risks and collateralization if a member is not involved in an individual project.

Board members discussed the creation of policies and the application of PCE's existing policies to the new JPA, and workforce labor policy and prevailing wage concerns. Jeff Aalfs—Chair—explained, and David Silberman—General Counsel—confirmed, that JPA formation provides the framework of the organization and doesn't include policies, but that policies could be added later in bylaws.

PUBLIC COMMENT:

James Ruigomez, SMC Building Trades Council

Tom Enslow, IBEW Local 617

ADJOURNMENT

Meeting was adjourned at 6:44 p.m.

**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: January 15, 2021
BOARD MEETING DATE: January 28, 2021
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

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

The program ended on December 31. The application and webpages will remain open until January 31 to allow residents time to collect application information from purchases that may have taken place in late December 2020. We received approximately 18,900 clickthroughs to our program page from our marketing channels and a total of 19,737 pageviews from all sources.

\$250 Small Business Credit

The applications for the small business credit closed on December 31. A total of 2,182 claims were submitted of about 12,000 eligible customers. In addition to processing credits, we will be analyzing applicants' interest in various commercial related energy programs.

The "Switch is On"

This month, we will be launching PCEA-owned media (i.e. our social channels and newsletters) and paid media support for the "Switch is On" campaign, a statewide

building electrification awareness campaign, organized by the Building Decarbonization Coalition to demonstrate the features and benefits of all-electric homes. The plan will include KQED announcer-read radio spots and digital advertising,

Heat Pump Water Heater Incentive Program

Peninsula Clean Energy will provide \$1500 in rebates when customers replace a gas water heater with a heat pump water heater. This will be combined with a BayREN rebate of \$1,000 for a total of \$2,500. CARE/FERA customers are eligible for an additional \$1,000 rebate. Our tactical marketing plan for this incentive is beginning with phased implementation starting this month with our newly launched [webpage](#).

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 –Homeowners

Plans are in place to send a direct mailer in February 2021 to homeowners who have higher electricity usage.

Power On Peninsula – Medically Vulnerable

As of January 11, Senior Coastsiders and Puente de la Costa Sur have captured information from 370 customers interested in the “Power On Peninsula” program. 134 batteries have been approved and delivered. We are preparing a [customer satisfaction survey of battery recipients](#). Results will contribute to overall project evaluation and recommended next steps.

Building Electrification Awareness Program

The call for entries for the All-Electric Leadership Awards and All-Electric Buildings Directory deadline was January 15, 2021. An addition to the awards program has been made to include financial awards for the top commercial and residential submissions. Five building design and electrification experts have joined the [awards selection committee](#). The program description is available at PenCleanEnergy.com/all-electric.

Outreach Grants

Peninsula Clean Energy has awarded a total of \$316,400 in outreach grants to ten community based organizations. A training session was held for all grantees on January 15.

News & Media

Peninsula Clean Energy issued one news release in the past month announcing [three new contracts for wind power, totaling 245 megawatts](#). Full coverage of Peninsula Clean Energy in the news can be found on our newly designed [News & Media](#) webpage.

ENROLLMENT UPDATE:

ECO100 Statistics

Total ECO100 accounts at end of December: 6,172
ECO100 accounts added in the month: 169
ECO100 accounts dropped in the month: 35
Total ECO100 accounts at the end of November: 6,038

Enrollment Statistics

Opt-outs slightly increased from November 2020 (40) to December 2020 (62). The opt-out rate adjusted for move-in/move-outs is 2.73%, and our overall participation rate is 97.01% of eligible accounts.

Opt-Outs by City

CITY	Eligible	Total	TOTAL OPT OUT
ATHERTON INC	2,716	47	1.73%
BELMONT INC	11,938	325	2.72%
BRISBANE INC	2,529	60	2.37%
BURLINGAME INC	15,424	355	2.30%
COLMA INC	769	11	1.43%
DALY CITY INC	34,149	1250	3.66%
EAST PALO ALTO INC	7,922	329	4.15%
FOSTER CITY INC	14,862	311	2.09%
HALF MOON BAY INC	4,982	157	3.15%
HILLSBOROUGH INC	4,056	95	2.34%
MENLO PARK INC	15,766	256	1.62%
MILLBRAE INC	9,344	303	3.24%
PACIFICA INC	15,479	609	3.93%
PORTOLA VALLEY INC	1,681	112	6.66%
REDWOOD CITY INC	35,149	848	2.41%
SAN BRUNO INC	16,470	705	4.28%
SAN CARLOS INC	14,659	396	2.70%
SAN MATEO INC	44,470	1243	2.80%
SO SAN FRANCISCO INC	25,237	993	3.93%
UNINC SAN MATEO INC	24,620	753	3.06%
WOODSIDE INC	2,292	46	2.01%
Grand Total	304,514	9,204	3.02%

Table reflects data as of 1/08/2021

In addition to the County of San Mateo, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of January 15, 2021, 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	2,660	2.14%
Belmont	11,614	1.56%
Brisbane	2,471	3.44%
Burlingame	15,047	2.23%
Colma	762	3.94%
Daly City	32,971	0.27%
East Palo Alto	7,595	0.30%
Foster City	14,513	2.21%
Half Moon Bay	4,792	2.23%
Hillsborough	3,959	1.72%
Menlo Park	15,470	3.24%
Millbrae	9,058	1.16%
Pacifica	14,889	1.10%
Portola Valley	1,591	93.34%
Redwood City	34,269	2.08%
San Bruno	15,815	0.56%
San Carlos	14,243	2.19%
San Mateo	43,225	1.56%
So. San Francisco	24,275	0.46%
Uninc. San Mateo Co	23,716	2.40%
Woodside	2,244	2.50%
Grand Total	295,179	2.06%

Table reflects data as of 1/08/2021

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	Objective A: Elevate Peninsula Clean Energy's brand reputation as	Objective B: Educate and engage stakeholders in	Objective C: Ensure high customer
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	a trusted leader in the community and the industry	order to gather input, inspire action and drive program participation	satisfaction and retention
New EV Rebate Program	KT*3: Tell the story of Peninsula Clean Energy through diverse channels	KT5: Provide inspirational, informative content that spurs action to reduce emissions KT6: Promote programs and services, including community energy programs and premium energy services	
\$250 Small Business Credit	KT3 (see above)		KT1: Assess needs and attitudes of all customer segments to support the development of and communication about programs and services
Switch is On Campaign		KT5 (see above)	
HPWH Incentive		KT6 (see above)	
Power on Peninsula Resilience Program		KT6 (see above)	
Building Electrification Awareness Program		KT6 (see above)	
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 KT2: Cultivate		

	relationships with industry media and influencers KT3 (see above)		
ECO100 and Enrollment Statistics			Reports on main objective C

* "KT" refers to Key Tactic

**PENINSULA CLEAN ENERGY AUTHORITY
Board Correspondence**

DATE: January 20, 2021
BOARD MEETING DATE: January 28, 2021
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 December and January Regulatory and Legislative Activities

SUMMARY:

The change in the year brought a flurry of decisions on issues of direct impact to the agency. As noted below, Pacific Gas & Electric Company established new rates on January 1, 2021 which include a significant increase in the Power Charge Indifference Adjustment. Moreover, the Commission has begun a series of efforts to take action to avoid the rolling blackouts experienced last year. Doug Karpa and Jeremy Waen continue to lead PCE's efforts on resource adequacy and procurement planning before all relevant state agencies.

DEEPER DIVE:

Regulatory Advocacy and Outreach

Power Charge Indifference Adjustment (PCIA)

As anticipated with the timely resolution of PG&E's 2021 Energy Resource Recovery Account (ERRA) Forecast proceeding, PG&E adjusted its generation and PCIA rates effective on January 1, 2021. A second adjustment to PG&E's generation and PCIA rates will occur on March 1, 2021 due to the Commission's decision to delay the implementation of the recently concluded PG&E General Rate Case (GRC) Phase 1 proceeding. PCE staff is factoring in both the January and March rate changes to inform PCE's own 2021 rate changes and to inform the organizations forward financial outlook.

Beyond the March 1, 2021 rate adjustment, PCE staff does not anticipate any further substantial rate adjustments to PG&E's generation and PCIA rates for the remainder of 2021. PCE staff does anticipate that PG&E will file its next ERRA forecast case in June 2021, to begin the rate setting process for rate adjustments effective on January 1, 2022.

Also related, the Commission issued an Amended Scoping Memo and Ruling on December 16, 2020 within the long-running PCIA Order Instituted Rulemaking R.17-06-012 seeking questions from parties on several narrowly focused issues, including whether to “remove or modify the [PCIA] cap.” Comments are due January 22, 2021 with reply due February 5, 2021. CalCCA staff, in consultation with key CCA staff and the Joint CCA legal/technical resources from the ERRAs cases, is preparing comments in response to this prompt.

(Public Policy Objective A, Key Tactic 1)

Transportation and Building Electrification

PCE filed pre-workshop comments on January 15, 2021 with the Commission’s Energy Division on EV Advanced Load Management (ALM) technologies. A workshop, scheduled for January 29, 2021, will address a number of questions around the implementation of ALM as part of ratepayer-funded Transportation Electrification (TE) programs focused on Electric Vehicle Supply Equipment (EVSE) deployment. PCE’s comments cited our experience with ALM as part of our own TE programs as evidence that ALM can allow a customer to install EVSE at a lower cost, allowing for more charging ports, while avoiding expensive service and panel upgrades. PCE also emphasized that ALM is a key tool to provide charging access to multi-unit dwellings (MUDs), thereby expanding EV access to underserved customers. PCE’s comments also included the results of a Pilot program to increase low-cost charging access at MUDs and specific guidance documents crafted to guide the deployment of ALM and other techniques to achieve the goals of PCE’s EV Ready Program to address the barriers to EV charging access in San Mateo County.

PCE also filed comments on January 7, 2021, at the California Energy Commission (CEC) to provide the CEC with guidance on needs for coming block grants to support deployment of charging equipment in various market sectors. PCE’s comments supported (1) continuing to provide incentives to Electric Vehicle Supply Equipment (EVSE) installations at multifamily housing; (2) allowing incentives to be used for assigned parking at multifamily housing; (3) encouraging the use of Level 1 and power-managed Level 2 charging to yield additional EVSE deployment; (4) awarding funding on a lottery system or other system structure for more equitable funds distribution; (5) increasing the minimum Direct Current Fast Charger (DCFC) power threshold to 100+ kW and only require no more than one CHAdeMO adapter per site; (6) allowing participating agencies to integrate promotion and optionally require participation in technical assistance programs.

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

Integrated Resource Planning & Resource Adequacy

Doug Karpa leads PCE’s engagement in the Commission’s integrated resource planning efforts on several fronts. First, the Commission launched a new proceeding focused on bringing new resources online by summer 2021. Since the start of the docket in December, three rounds of comments have been filed and a pre-hearing conference was held on December 15, 2020. Comments from both PCE and CalCCA focused on the need for emergency procurement to focus on renewables and demand-side resources. In support of CCA views, CalCCA filed testimony on January 11, 2021, regarding the analysis of need for this summer and approaches to meeting those needs. PCE was heavily involved in drafting the testimony. Formal hearings on the need for new resources will be held January 27 through 29, 2021. Second, Commission staff held a workshop on December 18, 2020 elaborating on the key questions to be resolved in

ordering or assigning procurement arising out of IRP analysis of needs. Also, the Commission has been working on updating modeling methodologies for use in those IRP portfolio analyses and hosted a technical workshop on December 9, 2020, which Dr. Karpa also attended. Third, PCE filed comments before the CEC urging greater sophistication in the modeling of how the SB100 goals for 2045 could be met and recommending methodologies to evaluate that chosen strategies remain affordable. Finally, PCE has been actively engaged with work on a joint Southern California Edison and CalCCA proposal to rework the RA framework to better accommodate renewables and hourly load accounting. This work has included commenting on the wide variety of proposals as well as participating in an intensive workshop on January 11, 2021 on a CPUC proposal to use a central forward energy contracting auction to address reliability in all hours.

CAISO Engagement

The California Independent System Operator, the Public Utilities Commission, and the California Energy Commission held a joint workshop on November 24, 2020 to examine issues related to recognizing the ability of behind-the-meter resources to address reliability needs. The workshop addressed issues at a high-level but did lay out the key issues for the Public Utilities and Energy Commissions to address as they move forward with improved methodologies for behind-the-meter resources. Doug Karpa attended the workshop on behalf of PCE.

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

Stakeholder Outreach

Doug Karpa also hosted the bi-weekly call with Environmental stakeholders on December 6, 2020 where staff from CCAs, various environmental groups, and the CPUC's Public Advocates office discussed issues related to the 2021 Extreme Weather procurement discussed above.

(Public Policy Objective A, Key Tactic 2)

Legislative Advocacy and Outreach

The Legislature reconvened from the winter holidays on January 11, 2021 – a week later than originally scheduled. Senate Pro Tem Atkins and Assembly Speaker Rendon delayed the legislature's return due to the increased spread of COVID-19 throughout California. The one-week extension of the winter recess demonstrates that the COVID-19 pandemic continues to disrupt the legislative calendar and may continue to do so throughout the 2021 legislative session.

In addition to disruptions to the legislative calendar, the pandemic is also affecting the number of bills that will be considered during the 2021 legislative session. Although no official policy has been stated, it is understood throughout the Capitol that legislators will be limited to moving a maximum of 12 bills through the committee process of the other house, an approximately 50 percent reduction in the amount of bills legislators had been permitted to move in prior years. February 19, 2021 is the deadline for introducing legislation this year.

The Legislature's first order of business is digesting the Governor's proposed 2021-22 state budget, which the Governor released on Friday, January 8, 2021. Responding to the COVID-19 pandemic and recovering from the economic fallout the pandemic has caused are the focal

points of the 2021-22 budget. Most relevant to PCE, the Governor is proposing nearly \$1 billion for electric vehicle charging stations and hydrogen fueling stations. PCE is currently implementing a California Electric Vehicle Infrastructure Program (CALeVIP) grant from the Energy Commission; the Governor's proposal would significantly increase the amount of funding CALeVIP could administer and creates the potential opportunity for PCE to attract more CALeVIP funds.

Newly elected Senator Josh Becker has hit the ground running with the introduction of SB 67.¹ The bill language is yet to be developed, but the current language evidences an intent by the Senator to bring forward legislation that will support 24/7 supply of renewable energy to end consumers which is a core goal for PCE. Preliminary review of other introduced legislation shows a focus on building decarbonization efforts, wildfire prevention, community resilience, demand response, and green hydrogen. Future memos to the Board will provide more detailed information on bills that are of interest to PCE.

FISCAL IMPACT:

Not applicable.

¹ http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB67

**PENINSULA CLEAN ENERGY
JPA Board Correspondence**

DATE: Jan 23, 2021
BOARD MEETING DATE: Jan. 28, 2021
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. Municipal Fleets Program
9. Ride-Hail Electrification Pilot
10. MUD Low-Power EV Charging Pilot
11. EV Managed Charging Pilot
12. Curbside Charging Pilot

In addition to the Community Energy Programs highlighted in this report, we also have several energy resilience initiatives that are either in development or currently active. These are led by Power Resources. Those initiatives include:

1. Public Facility Resilience
2. San Mateo County Facilities DER Evaluation
3. Power on Peninsula – Homeowner
4. Power on Peninsula – Medical

You can learn more about those programs in the monthly Energy Resiliency Strategy Report.

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).

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 taking 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 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. Till date, two developer round tables and one contractor training has been completed.
- Consumer education program on the benefits of all-electric buildings

This technical assistance is now publicly available at www.AllElectricDesign.org. We have had 19 unique technical assistance requests, of which 12 have been resolved.

Lastly, the draft contract amendment with the reach code consultant, TRC Engineers, to provide support for the development of local policies to advance building electrification and EV readiness in existing buildings is separately included in this month’s agenda packet as an action item.

Status:

- **Menlo Park:** PCE staff is working with city staff on finalizing the consultant's scope of work to include assistance for developing replicable policies and tools for existing building electrification. The kick-off meeting is scheduled for Jan 22, 2021.
- **San Carlos:** The Letter of Intent was received in November. A first reading of the code is planned for January 25th.
- **South San Francisco:** A study session is planned for January 27th.

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 rebates 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 rebate program which is to be integrated with the existing BayREN Home+ program for a streamlined customer experience. In November, the Board approved the draft contract with Harvest Thermal for a combined space and water heating technology pilot.

Status: The heat pump water heater (HPWH) rebate program was launched on January 01, 2021. PCE rebates are offered in partnership with the BayREN's Home+ program. Customers are required to install the HPWH through a BayREN participating contractor. BayREN offers a rebate of \$1,000 and additionally PCE offers a rebate of \$1,500 for methane gas to HPWH and \$500 for electric resistance to HPWH. PCE also offers a bonus rebate for CARE/FERA customers of \$1,000 and \$1,500 for electrical panel updates of up to 100 amps and \$750 for up to 200 amps. The total rebate amount cannot exceed the project cost. In addition, staff released a Request for Proposals (RFP) for a program implementer of the low-income home upgrade program and received three proposals. Following interviews with all three proposers, staff has selected a program implementer and begun the contracting process. The contract for the expected implementer will be brought to the Board at a later date. It is anticipated that program will enter a design phase in Q1 and be ready for public launch in Q2 or Q3 2021. Lastly, the contract with Harvest Thermal has been executed and a kick-off meeting for the project is scheduled for February.

This program is associated with the Building Electrification Awareness Program that led 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 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 over 700 charging ports. PCE’s dedicated incentives launched on September 16th and have received 3 applications for funding for a total of 148 ports. CALeVIP applications opened on December 16th and 244 applications were received, oversubscribing all funds. PCE provided CALeVIP pre-application and day-off phone support to all technical assistance customers and hosted a webinar for local governments interested in submitting an application and pursuing an EV charging project.

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. Used EV Program (Low-Income)

Background: Launched in March 2019, the Used EV Program (formerly referred to as “DriveForward Electric”) provides an incentive up to \$4,000 for the purchase of used plug-in hybrid electric vehicles (PHEVs) and full battery electric vehicles (BEVs) to income-qualified San Mateo County residents (those making 400% of the Federal Poverty Level or less). The incentives may be combined with other state-funded income-qualified EV incentive programs. 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. 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 income-qualified residents.

Status: The current income-qualified program is under continuous operation and as of January 19, 2020 has provided rebates to 84 residents. Staff released a Request for Proposals (RFP) for a program administrator of the expanded program and received two responses. Following interviews with both proposers, staff selected a program administrator and has begun the contracting process. 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 Q2 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. Vehicles sold/leased through the program were 120 in 2018 and 167 in 2019. To address low uptake and improve additionality, the program was restructured for the 2020 cycle. 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 following three years (2021-2023) and an approximate budget of \$2M over the three years.

Status: This revamped program ran from on October 1 to December 31, 2020. As of January 19, 131 applications have been received, 93 of which have been approved to receive the rebate (the remaining 38 were denied for various reasons including purchases outside of the program period and ineligible vehicles). Residents have until January 31 to submit applications for vehicles purchased during the program period; final program numbers will be outlined in the February Community Programs Report Board memo.

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. As a result, staff has developed a suite of virtual EV engagement strategies that replaced the in-person ride & drive events. These new strategies are considered pilots and will be evaluated by staff in January/February to determine longer-term plans. 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 January 19, 21 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 January 19, 32 rental 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 January 19, 31 chats and 18 phone calls have taken place.
- **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 is under contract to PCE as an outreach and promotional partner.

Status: The program is under development with an expected launch in Q2 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. Municipal Fleet Program

Background: The Board approved the Municipal Fleet Program in November 2020. This program will run for three years with a total budget of \$900,000 and is comprised of three components to help local agencies begin their fleet electrification efforts: hands-on technical assistance and resources, gap funding, and a vehicle to building resiliency demonstration that will assess the costs and benefits of utilizing fleet EVs as backup power resources for agencies in grid failures and other emergencies.

Status: The program is under development with an expected launch in early to mid 2021. An RFP will be released to hire a consulting team to work with PCE on providing detailed

technical assistance to agencies, including project cost estimations and EV infrastructure designs.

Strategic Plan:

Goal 3 – Community Energy Programs, Objective A:

- Key Tactic 2: Bolster electrification of fleets and shared transportation
- Key Tactic 5: Support local government initiatives to advance decarbonization

Goal 3 – Community Energy Programs, Objective C:

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

9. 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: The pilot formally kicked off in December 2020 and PCE staff are coordinating with Lyft on development. Vehicles are anticipated 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

10. 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 with Orange Outlet, a similar technology. A cost-efficiency analysis found that the project saved nearly \$180,000 in costs at one MUD alone, compared to the cost of traditional Level 2 charging (40 amps of power to each station), which would have triggered the need

for significant upgrades. 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

11. 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

12. Curbside Charging Pilot

Background: Curbside charging has the potential benefit of bringing new charging solutions to current or potential EV drivers that lack residential charging such as 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 technical and policy barriers that need to be addressed prior to installation. The first phase will also analyze 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 gathering information from agencies that have expressed interest in partnering with PCE on feasibility assessments, including South San Francisco, Burlingame, Redwood City, and San Mateo. The team began these assessments on December 10, which will last 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: January 15, 2021
BOARD MEETING DATE: January 28, 2021
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 –January 2021

BACKGROUND:

This memo summarizes energy procurement agreements entered into by the Chief Executive Officer since the last regular Board meeting in December. 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 Policy Number 15 (discussed below) since the last board meeting.

Execution Month	Purpose	Counterparty	Term
November	Purchase of Local Resource Adequacy	Clean Power SF	4 months
November	Purchase of Local Resource Adequacy	Clean Power SF	1 months
November	Sale of Local Resource Adequacy	Clean Power SF	4 months
November	Sale of Local Resource Adequacy	Clean Power SF	3 months
December	Purchase of Energy Hedge	Morgan Stanley Capital Group Inc.	12 months
December	Purchase of Energy Hedge	Exelon Generation Company, LLC	24 months
December	Purchase of System Resource Adequacy	Pacific Gas & Electric Company	1 month
December	Purchase of System Resource Adequacy	Calpine Energy Services, L.P.	1 month

January	Collateral Posting for Purchase of Energy in CAISO Market	CAISO	45 days
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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 st 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 st 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 st 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 AUTHORITY
JPA Board Correspondence**

DATE: January 22 4, 2020
BOARD MEETING DATE: January 28, 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
Dave Fribush, DER Technical Advisor

SUBJECT: Update on Energy Resiliency Strategy Implementation

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

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) ¹	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 ²	136	0.06 MW solar / 0.40 MWh storage	121
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 / 0.03 MWh storage	1

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

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

¹ This figure refers to customers served directly and indirectly

² 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

Peninsula Clean Energy, in partnership with East Bay Community Energy and under a grant from Bay Area Air Quality Management District, engaged with municipalities to evaluate critical facilities to evaluate the viability of deploying solar+storage to provide energy resilience. This achieved the following two objectives: 1) identified a subset of critical facilities in San Mateo 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. Out of approximately 150 candidate buildings, 32 passed initial viability screens to receive a detailed preliminary analysis of solar + storage systems based on the assumptions that critical loads represented 25% of the normal facility load and backup power would be required for multiple days. This analysis was done remotely, and the next step in the project is to validate assumptions with on-site evaluations with a goal of assembling a portfolio of DER projects that could then be aggregated into an RFP that vendors would find more attractive – and price more competitively – than if each facility was a one-off project. Additionally, the efforts made by the project team in customer acquisition, vetting of sites, and sizing of DERs might further reduce risks and costs to vendors and subsequently reduce DER installation costs.

Current Status

Utilizing the budget approved by the Board at the October 2020 meeting for DER Site Evaluation Services, we are going to conduct on-site DER evaluations for 10 municipal facilities that received a preliminary screen in the above-referenced BAAQMD/Arup project. These 10 were selected from the 32 that received a preliminary screen and we have allotted 1 facility to each of the 10 municipalities that had a site on that list. We are currently scheduling the evaluations for the end of January and early February, though some uncertainty remains around scheduling due to current government health orders in relation to the COVID pandemic. The funding at this stage would only cover on-site evaluation and preparation of materials for an equipment solicitation but does not include funding for the procurement of equipment.

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 coordination with San Mateo County facilities personnel, Peninsula Clean Energy identified a number of San Mateo County-owned facilities as candidates for DER systems. An RFP was run to contract with an engineering services firm to conduct site evaluations for these sites to develop documentation for DER projects and McCalmont Engineering was selected. The documentation will also form the basis for an RFP for project developers to bid on constructing DERs at these sites. The documentation will 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 as part of the 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.

Current Status

The current site list for evaluation includes:

- Half Moon Bay Airport
- HSA/Fair Oaks Medical
- Pescadero Landfill
- San Carlos Airport
- San Mateo County Events Center
- San Mateo County Youth Services/Camp Kemp/Fire Station
- San Mateo Election Building

All sites will be considered for solar and energy storage, though the characteristics of each site will determine what equipment can actually be deployed. We conducted 2 site visits in December at the Youth Services Center and the Election Building. McCalmont will now review details from the visit along with facility load data to develop potential DER system configurations. COVID restrictions have prevented further evaluations to date, but we are hoping to resume in early February.

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 Peninsula Clean Energy 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.

In November- December 2020, Peninsula Clean Energy and Sunrun continued to implement the activities related to the **Co-Marketing Agreement** including a launch on Facebook after the end of the election blackout period, the “swap out” of existing Sunrun ads in Peninsula Clean Energy territory to Peninsula Clean Energy-Sunrun co-marketing ads and posting banners in Home Depot stores. These efforts helped generate over 200,000 impressions. While those impressions will usually develop into many new leads, we are learning that marketing solar services during the winter yields fewer leads and sales than from marketing during other seasons.

Sunrun's product team is in the process of developing details about Sunrun's **Retrofit Program**, which will target existing Sunrun solar customers for the battery program. Currently there are 33 customers on the retrofit waiting list.

For the **Multifamily Program**, Sunrun and Peninsula Clean Energy are working to develop an engagement strategy for this customer segment. Additionally, Peninsula Clean Energy is working with other CCAs on the launch of a coordinated multifamily property developer outreach effort.

Sunrun **completed installation** of one solar PV and battery storage system, which is pending permission to operate (PTO) from PG&E.

Current Status

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

The first customer to join the Power On Peninsula program exclusively from our co-marketing efforts has had their solar+storage system start operating.

Sunrun reports that to-date there are **23 signed single-family home contracts**, one installation awaiting permission to operate (PTO) from PG&E, and one installation that has achieved PTO.

Peninsula Clean Energy, Sunrun, and TerraVerde held a series of meetings to review **reporting metrics and performance against program targets**. As a result, Sunrun is in the process of revising reporting format and incorporating more features, such as adding project cancellations (and reasons) to the reporting, adding more detail to installation timeframes, and tracking actual activity against program targets. As part of this effort, Sunrun is also refining its **Reporting Dashboard** that tracks leads, opportunities, sales, and installation status in detail.

TerraVerde and Sunrun began to coordinate the process for uploading customer documents (contracts, drawings, permits, etc.) onto a secure, shared file server, per Appendix III in Sunrun's contract. This work will continue in January, and the first completed installation will be used as prototype.

Peninsula Clean Energy and Sunrun continue to implement the **Co-Marketing Plan** for the Power On Peninsula program. This month's activities included a Peninsula Clean Energy newsletter sent out to all customers in Peninsula Clean Energy service territory, which generated a significant number of leads. Other marketing activities included the continuation of "swap out" of existing Sunrun ads in Peninsula Clean Energy territory to Peninsula Clean Energy -Sunrun co-marketing ads.

Sunrun's product team is continuing to develop details about Sunrun's **Retrofit Program**, which will target existing Sunrun solar customers for the battery program. Currently there are 53 residential customers on the retrofit waiting list, an increase of 20 customers from the previous month.

We are developing a **Residential Customer Satisfaction Survey**, which will be rolled out to some residential customers in the first and second quarters of 2021.

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 districts³ 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 of PSPS events.^{4,5} 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.

The initial batch of batteries were received August 19th, and Hassett started delivering to high-priority customers immediately.

Current Status

As of mid-January, **Hassett has delivered 134 Yeti 3000x batteries to a total of 123 medically vulnerable Peninsula Clean Energy customers.**⁶ In addition Hassett has delivered 31 units of Boulder 200 Briefcase foldable solar panels to medically vulnerable Peninsula Clean Energy customers.

Hassett Hardware and Peninsula Clean Energy will continue to deliver the remaining Yeti 3000x batteries and Boulder 200 Briefcase solar panels to customers throughout the first half of 2021.

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

⁴ “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

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

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

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.

**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: January 19, 2021
BOARD MEETING DATE: January 28, 2021
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Leslie Brown, Director of Customer Care

SUBJECT: Peninsula Clean Energy Participation in CPUC Arrears Management Plan (AMP)

BACKGROUND:

On June 16, 2020, the California Public Utilities Commission (CPUC) issued Decision 20-06-003 to reduce residential customers' disconnections due to non-payment of electric service. The Decision enables establishment of Arrearage Management Plans (AMP), a 12-month program to help customers who have accumulated significant debt to eliminate their past due balances. A customer is eligible for AMP if they meet all the following criteria:

- Customer is enrolled in the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) bill assistance programs for low-income customers
- Customer has been a PG&E electric distribution customer for a minimum of six months
- Customer has made at least one on-time payment within 24 months.
- Customer has an account balance that reaches at least \$500 in arrears (or \$250 for gas-only customers) and is at least 90 days old
- Customer is not on a net energy metering tariff (e.g. solar)

Once a customer is enrolled in the AMP program, 1/12 of the customer's arrearages will be forgiven after each on-time payment by the customer of their monthly energy bill, with a maximum of \$8,000 in total forgiveness per 12-month period. After 12 on-time payments, the customer's debt will be fully forgiven. Customers can miss up to two non-sequential payments, but only if the customer makes the payment up in the next billing due date, including the current bill amount. If a customer misses more than two non-sequential payments, they are dropped from the AMP program. If a customer drops out of the program before twelve months, there is no impact on the debt that has already been forgiven, and they may re-enroll in AMP after a subsequent twelve-month waiting period. After testimony provided by CalCCA and other parties, the CPUC approved Resolution E-5114 on December 17, 2020, confirming the operational details for the AMP program. For electric arrearages forgiven under the program, cost recovery will be paid by all customers through the electric Public Purpose Program charge—which currently funds other key low-income programs such as CARE and FERA. For Community Choice Aggregators participating in the program, costs of forgiving generation-related arrearages

under AMP will be tracked by PG&E and paid to the CCA. PG&E has indicated they plan to launch the AMP program in their service territory on February 1, 2021.

CCA Participation in the AMP program is voluntary and notice must be given to the CPUC and PG&E if a CCA wishes to participate. As the program will ultimately be revenue neutral to PCE with forgiven debts reimbursed, staff provided notice of our intent to participate in December so that PCE customers would be eligible for enrollment when PG&E launches the program on February 1, 2021. Based on internal tracking of past-due accounts PCE currently has close to 800 customers that may be eligible to participate in this program

FISCAL IMPACT:

Debts forgiven through AMP will be reimbursed to Peninsula Clean Energy. Tracking of customer participation and debt forgiveness will be managed by both PG&E and PCE's back-office data manager Calpine.