

**Regular Meeting of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)****REVISED AGENDA****Thursday, August 26, 2021****6:30 p.m.****Zoom Link:** <https://pencleanenergy.zoom.us/j/97769396821>**Meeting ID:** 977-6939-6821 **Passcode:** 24JMPgf1 **Phone:** +1(669)900-9128**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 to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials should contact Nelly Wogberg, Board Clerk, at least 2 working days before the meeting at [nwogberg@peninsulacleanenergy.com](mailto:nwogberg@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 Audit and Finance Committee, please use the "Raise Your Hand" function in the Zoom platform or press \*6 if you phoned into the meeting. If you have anything that you wish to be distributed to the Audit and Finance Committee and included in the official record, please send to [nwogberg@peninsulacleanenergy.com](mailto:nwogberg@peninsulacleanenergy.com).*

**CALL TO ORDER / ROLL CALL****PUBLIC COMMENT**

*This item is reserved for persons wishing to address the Committee on any PCEA-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. Members of the public who wish to address the Committee are customarily limited to two minutes per speaker. The Committee Chair may increase or decrease the time allotted to each speaker.*

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

1. Approval of 2020 Power Content Label
2. Approval of a Renewal of Contract with Maher Accountancy
3. Approval of a Renewal of Contract with County of San Mateo Office of Sustainability for Climate Action Planning Technical Assistance
4. Approval of a Contract Amendment for David Fribush
6. Approval of the Minutes for the June 24, 2021 Meeting

## **REGULAR AGENDA**

7. Chair Report (Discussion)
8. CEO Report (Discussion)
9. Citizens Advisory Committee Report (Discussion)
10. Approval of a Resolution Delegating Authority to Chief Executive Officer to Execute Agreements for Renewable Supply and Resource Adequacy with Geysers Power Company, LLC and any Necessary Ancillary Documents with a Resource Adequacy Term Beginning January 1, 2022 and a Power Delivery Term Beginning July 1, 2022, Both Ending June 30, 2032, in an Amount Not-to-Exceed \$210 Million (Action)
11. Approval of Expanded Pilot of School District Energy/Sustainability Dashboards (Action)
12. Approval of a Building Electrification On-Bill Financing Program (Action)
13. Approval of Peninsula Clean Energy's Standard Rate Making Methodology for Los Banos Customers (Action)
5. Resolution Approving the Sixth Amended and Restated Agreement with Janis C. Pepper
14. Board Members' Reports (Discussion)

## **INFORMATION ONLY REPORTS**

15. Update on Marketing, Outreach Activities, and Customer Care
16. Update on June and July Regulatory Policy Activities
17. Update on June, July, and August Legislative Activities
18. Community Energy Programs Report
19. August Energy Supply Procurement Report
20. Report on California Community Power (CCP) Joint Powers Authority
21. Financial Reports for Quarter Ending June 30, 2021

22. Second Quarter (Q2) 2021 Media Relations Summary

23. Summary of Findings from Annual Awareness/Perception Research

24. Industry Acronyms and Terms

**ADJOURNMENT**

Public records that relate to any item on the open session agenda are available for public inspection. The records are available at the Peninsula Clean Energy offices or on PCEA's Website at: <https://www.peninsulacleanenergy.com>.

## Instructions for Joining a Zoom 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 2 below) rather than your computer audio

### Options for Joining

- A. Videoconference with Computer Audio – see Option 1 below
- B. Videoconference with Phone Call Audio– see Option 2 below
- C. Calling in via Telephone/Landline – see Option 3 below


### Videoconference Options:

Prior to the meeting, we recommend that you install the Zoom Meetings application on your computer by clicking here <https://zoom.us/download>.

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

### **Option 1** Videoconference with Computer Audio:

1. From your computer, click on the following link that is also included in the Meeting Calendar Invitation: <https://pencleanenergy.zoom.us/j/97769396821>
2. The Zoom application will open on its own or you will be instructed to open Zoom.
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 Computer Audio option at the top of the pop-up screen.

 Choose ONE of the audio conference options ×

Phone Call

Computer Audio

**Join with Computer Audio**

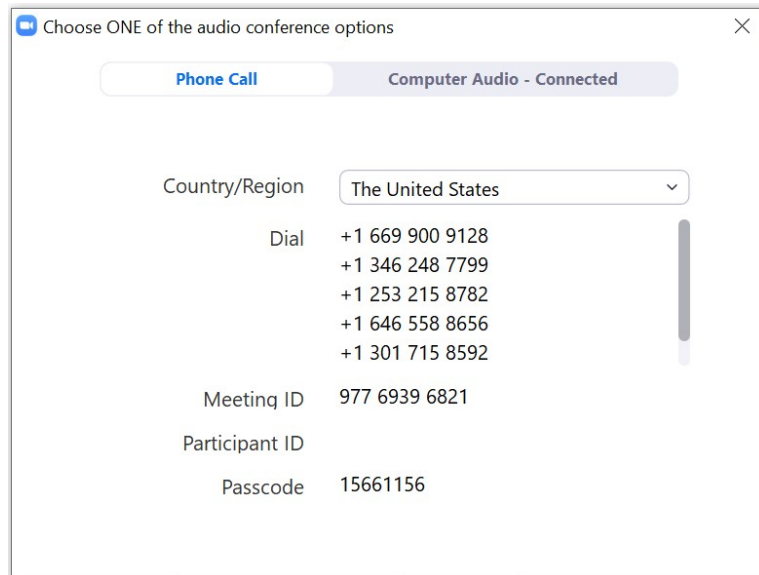
[Test Speaker and Microphone](#)

☒ Automatically join audio by computer when joining a meeting

4. Click the blue, “Join with Computer Audio” button
5. 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 Phone Call Audio:**

1. From your computer, click on the following link that is also included in the Meeting Calendar Invitation: <https://pencleanenergy.zoom.us/j/97769396821>
2. The Zoom Application will open on its own or you will be instructed to Open Zoom.
3. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audioconference options. Click on the Phone Call option at the top of the pop-up screen.



1. Please dial +1 (669) 900-9128
2. You will be instructed to enter the meeting ID: **986-8931-2288 followed by #**
3. You will be instructed to enter in your participant ID. Your participant ID is unique to you and is what connects your phone number to your Zoom account.
4. After a few seconds, your phone audio should be connected to the Zoom application on your computer.
5. 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 via Telephone/Landline:**

Dial +1 (669) 900-9128

You will be instructed to enter the meeting ID: **986-9831-2288 followed by #**

You will be instructed to enter the meeting passcode **459033 followed by #**

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** August 16, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

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

**FROM:** Siobhan Doherty, Director of Power Resources  
Sara Maatta, Renewable Energy Analyst

**SUBJECT:** 2020 Power Content Label

**RECOMMENDATION**

Approve Resolution Approving Peninsula Clean Energy's 2020 Power Source Disclosure Annual Reports and Power Content Label, Attesting to the Veracity of the Information Provided in the 2020 Power Source Disclosure Reports and Power Content Label and Delegating Authority to the Chief Executive Officer to Submit the Attestation to the California Energy Commission. (Action)

**BACKGROUND**

California Public Utilities Code requires all retail sellers of electric energy, including Peninsula Clean Energy, to disclose "accurate, reliable, and simple-to-understand information on the sources of energy" that are delivered to their respective customers. Applicable regulations direct retail sellers to provide such communications no later than October 1 for the previous calendar year. The format for the required communications is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers. This format has been termed the "Power Content Label" by the California Energy Commission (CEC). Information presented in the Power Content Label includes the proportionate share of total energy supply attributable to various resource types, including both renewable and conventional fuel sources.

In the event that a retail seller meets a certain percentage of its supply obligation from unspecified resources, the report must identify such purchases as "unspecified sources of power." As the Board is aware, certain of Peninsula Clean Energy's supply agreements allow for the use of such unspecified purchases to satisfy a portion of Peninsula Clean Energy's energy requirements. These purchases have been appropriately identified as "unspecified sources of power" in the Power Content Label.

Beginning with the 2020 reporting year, retail suppliers are required to calculate the greenhouse gas (GHG) emissions intensity of their electricity portfolios and report the results in the Power Source Disclosure Report and on the Power Content Label. The methodology for calculating the emissions intensity is determined by the CEC, and retail suppliers are required to use the CEC's methodology. Any marketing or retail product claim by a retail supplier related to the GHG emissions intensity of an electricity portfolio must be consistent with the GHG emissions intensity disclosed on the relevant Power Content Label. Retail suppliers may provide additional information to customers describing other actions related to greenhouse gases that are unrelated to the electricity portfolio.

## **DISCUSSION**

During the 2020 calendar year, Peninsula Clean Energy successfully delivered a substantial portion of its electric energy supply from various renewable energy sources, including solar, wind and small hydroelectricity. For our ECOplus customers, the percentage of supply attributable to renewable energy sources approximated fifty-two percent (51.7%), and the total supply from carbon-free resources approximated over ninety-nine percent (99.5%)<sup>1</sup>. These amounts meet or exceed our targets of fifty percent (50%) renewable and (95%) carbon-free. For our ECO100 customers, the percentage of supply attributable to renewable energy sources comprised one hundred percent (100%).

The 2020 calendar year Power Content Label includes the GHG Emissions Intensity factor calculated per the CEC's methodology. For our ECOplus customers, the GHG Emissions Intensity for 2020 was 13 lbs of carbon dioxide equivalent per megawatt-hour of electricity (CO<sub>2</sub>e/MWh). In comparison, the average intensity for California utilities in 2020 was 466 lbs CO<sub>2</sub>e/MWh. For our ECO100 customers, the GHG Emissions Intensity for 2020 was 0 lbs CO<sub>2</sub>e/MWh.

Beginning with reporting for the 2019 calendar year, the CEC requires supplies purchased from Asset Controlling Suppliers (ACS supplies) to be disaggregated in the Power Content Label into distinct fuel types, such as large hydroelectric, nuclear, and unspecified sources of power. Peninsula Clean Energy purchased ACS supplies in 2020 to help meet Peninsula Clean Energy's carbon free goal. These ACS systems include generation primarily from large hydroelectric resources, and also include small amounts of nuclear resources, and unspecified sources of power. The purchase of ACS supply is the source of nuclear power (1.1%) on Peninsula Clean Energy's 2020 Power Content Label: Peninsula Clean Energy did not directly contract for nuclear supplies.

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<sup>1</sup> The percentages on the Power Content Label may not add up exactly due to rounding. The Power Content Label template is provided by the California Energy Commission as a "locked" Excel spreadsheet. The template does not allow us to make any changes to add a decimal place or fix rounding.

Consistent with applicable regulations, Peninsula Clean Energy will complete requisite customer communications in accordance with the October 1, 2021 deadline.

While developing Peninsula Clean Energy's 2020 Power Content Label, staff performed a detailed review of all power purchases completed for the 2020 calendar year. This review included an inventory of all renewable energy transfers within Peninsula Clean Energy's Western Renewable Energy Generation Information System (WREGIS) accounts and pertinent transaction records. Staff developed the Power Source Disclosure Annual Reports (Annual Reports) for the ECOplus and ECO100 products and submitted these reports to the CEC by June 1, 2021. In addition, the ECO100 product for 2020 has been certified by Green-e, a process which included an external audit. Based on staff's review of available data, the information presented in the Annual Reports and the Power Content Label was determined to be accurate.

To fulfill its Power Content Label reporting obligation, Peninsula Clean Energy must also provide the CEC with an attestation regarding the veracity of information included in the Power Content Label. In consideration of the aforementioned internal review and applicable regulations, staff requests that the Board accept this determination and attest to the veracity of information included in Peninsula Clean Energy's 2020 Power Content Label, which will soon be distributed to Peninsula Clean Energy customers.

Copies of Peninsula Clean Energy's 2020 Power Source Disclosure Reports are included as Exhibits A and B. A copy of Peninsula Clean Energy's 2020 Power Content Label is reproduced below:



<b>2020 POWER CONTENT LABEL</b>						
<b>Peninsula Clean Energy Authority</b>						
<b><a href="https://www.peninsulacleanenergy.com/power-mix">https://www.peninsulacleanenergy.com/power-mix</a></b>						
<b>Greenhouse Gas Emissions Intensity (lbs CO<sub>2</sub>e/MWh)</b>			<b>Energy Resources</b>	<b>ECOplus</b>	<b>ECO100</b>	<b>2020 CA Power Mix</b>
ECOplus	ECO100	2020 CA Utility Average	<b>Eligible Renewable<sup>1</sup></b>	<b>51.7%</b>	<b>100.0%</b>	<b>33.1%</b>
			Biomass & Biowaste	11.5%	0.0%	2.5%
			Geothermal	2.9%	0.0%	4.9%
			Eligible Hydroelectric	0.9%	0.0%	1.4%
			Solar	29.7%	50.0%	13.2%
			Wind	6.7%	50.0%	11.1%
			<b>Coal</b>	<b>0.0%</b>	<b>0.0%</b>	<b>2.7%</b>
			<b>Large Hydroelectric</b>	<b>46.7%</b>	<b>0.0%</b>	<b>12.2%</b>
			<b>Natural Gas</b>	<b>0.0%</b>	<b>0.0%</b>	<b>37.1%</b>
			<b>Nuclear</b>	<b>1.1%</b>	<b>0.0%</b>	<b>9.3%</b>
			<b>Other</b>	<b>0.1%</b>	<b>0.0%</b>	<b>0.2%</b>
			<b>Unspecified Power<sup>2</sup></b>	<b>0.4%</b>	<b>0.0%</b>	<b>5.4%</b>
			<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Percentage of Retail Sales Covered by Retired Unbundled RECs<sup>3</sup>:</b>				<b>0%</b>	<b>0%</b>	
<sup>1</sup> The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. <sup>2</sup> Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. <sup>3</sup> Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.						
For specific information about this electricity portfolio, contact:			<b>Peninsula Clean Energy Authority</b> <b>1-866-966-0110</b>			
For general information about the Power Content Label, visit:			<a href="http://www.energy.ca.gov/pcl/">http://www.energy.ca.gov/pcl/</a>			
For additional questions, please contact the California Energy Commission at:			Toll-free in California: 844-454-2906 Outside California: 916-653-0237			

## **STRATEGIC PLAN**

The Power Content Label supports the Power Resources Objective A for Low Cost and Stable Power: Develop and implement power supply strategies to procure low-cost, reliable power and specifically Key Tactic 4 to Manage portfolio to meet risk, cost and reliability objectives.

**RESOLUTION NO. \_\_\_\_\_**

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

**\* \* \* \* \***

**RESOLUTION ATTESTING TO THE VERACITY OF THE INFORMATION PROVIDED  
IN PENINSULA CLEAN ENERGY’S 2020 POWER SOURCE DISCLOSURE ANNUAL  
REPORTS AND POWER CONTENT LABEL AND DELEGATING AUTHORITY TO  
THE CHIEF EXECUTIVE OFFICER TO EXECUTE ANY REQUIRED  
DOCUMENTATION**

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

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

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

**WHEREAS**, the California Public Utilities Code requires all retail sellers of electric energy, including Peninsula Clean Energy, to disclose “accurate, reliable, and simple-to-understand information on the sources of energy” that are delivered to their respective customers; and

**WHEREAS**, staff completed a detailed review of all power purchases for the 2020 calendar year and developed the 2020 Power Source Disclosure Annual Reports; and

**WHEREAS**, staff is presenting to the Board for its review the 2020 Power Content Label, which is based on the information in the 2020 Power Source Disclosure Annual Reports; and

**WHEREAS**, the Board wishes to attest to the veracity of information presented in the 2020 Power Content Label.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** by the Board as follows:

SECTION 1: The Board approves the 2020 Power Source Disclosure Annual Reports and 2020 Power Content Label.

SECTION 2: The Board attests to the veracity of information provided in the 2020 Power Source Disclosure Annual Reports and Power Content Label.

SECTION 3: The Board authorizes the Chief Executive Officer, or designee, to execute and submit the attestation of the 2020 Power Source Disclosure Annual Reports and 2020 Power Content Label to the California Energy Commission.

\* \* \* \* \*

## 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2020

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

### GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Peninsula Clean Energy Authority	
ELECTRICITY PORTFOLIO NAME	
ECO100	
CONTACT INFORMATION	
NAME	Siobhan Doherty
TITLE	Director of Power Resources
MAILING ADDRESS	2075 Woodside Road
CITY, STATE, ZIP	Redwood City, 94063
PHONE	650-817-7076
EMAIL	<a href="mailto:sdoherty@peninsulacleanenergy.com">sdoherty@peninsulacleanenergy.com</a>
WEBSITE URL FOR PCL POSTING	<a href="http://www.peninsulacleanenergy.com">www.peninsulacleanenergy.com</a>

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov). Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

**NOTE:** Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov) or (916) 639-0573.

## INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
GHG Emissions Factors
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

## INSTRUCTIONS

### Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firm-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. Retail suppliers shall submit a purchase agreement or ownership arrangement documentation substantiating that any eligible firm-and-shaped product for which it is claiming an exclusion was executed prior to January 1, 2019. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

**Specified Purchases:** A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. Do not enter data in the grey fields. For specified purchases, include enter following information for each line item:

**Facility Name** - Provide the name used to identify the facility.

**Fuel Type** - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.

**Location** - Provide the state or province in which the facility is located.

**Identification Numbers** - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).

**Gross Megawatt Hours Procured** - Provide the quantity of electricity procured in MWh from the generating facility.

**Megawatt Hours Resold** - Provide the quantity of electricity resold at wholesale.

**Unspecified Power:** Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. **Do not enter procurements of unspecified power.** The schedule will calculate unspecified power procurements automatically.

### Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year.

## **Schedule 3: Annual Power Content Label Data**

This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content and GHG emissions intensity for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

### **ACS Resource Mix Calculator**

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

### **GHG Emissions Factors**

This tab will be displayed for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

### **Attestation**

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.

Retail Sales (MWh)	252,342
Net Specified Procurement (MWh)	252,342
Unspecified Power (MWh)	-
Procurement to be adjusted	0
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	252,342
GHG Emissions (excludes grandfathered emissions)	0
GHG Emissions Intensity (in MT CO <sub>2</sub> e/MWh)	0.0000

[illegible]

[illegible]



**2020 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 3: POWER CONTENT LABEL DATA**  
**For the Year Ending December 31, 2020**  
**Peninsula Clean Energy Authority**  
**ECO100**

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	252,342	100.0%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	126,171	50.0%
Wind	126,171	50.0%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
<b>Total</b>	<b>252,342</b>	<b>100.0%</b>

<b>Total Retail Sales (MWh)</b>	<b>252,342</b>
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<b>GHG Emissions Intensity (converted to lbs CO<sub>2</sub>e/MWh)</b>	<b>-</b>
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<b>Percentage of Retail Sales Covered by Retired Unbundled RECs</b>	<b>0.0%</b>
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## ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8, A23, or A38. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

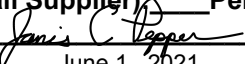
Powerex				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind	0.00	-
		Coal		-
		Large hydroelectric	0.88	-
		Natural gas	0.01	-
		Nuclear	0.01	-
		Other	0.04	-
		Unspecified Power	0.06	-

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	-
		Wind		-
		Coal		-
		Large hydroelectric	0.85	-
		Natural gas	0.00	-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.04	-

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-

Coal		-
Large hydroelectric	0.90	-
Natural gas		-
Nuclear	0.06	-
Other		-
Unspecified Power	0.04	-

**POWER SOURCE DISCLOSURE ANNUAL REPORT  
ATTESTATION FORM  
for the year ending December 31, 2020  
Peninsula Clean Energy Authority  
ECO100**

I, (print name) Janis Pepper,  
(title) Chief Executive Officer, declare under penalty of perjury, that the  
statements contained in this report including Schedules 1, 2, and 3 are true and correct  
and that I, as an authorized agent of (print name of company) Peninsula Clean Energy  
Authority, have authority to submit this report on the company's behalf. I  
further declare that the megawatt-hours claimed as specified purchases as shown in these  
Schedules were, to the best of my knowledge, sold once and only once to retail customers.  
Name: Janis Pepper  
Representing (Retail Supplier): Peninsula Clean Energy Authority  
Signature:   
Dated: June 1, 2021  
Executed at: Redwood City, CA

## 2020 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2020

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### GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Peninsula Clean Energy Authority	
ELECTRICITY PORTFOLIO NAME	
ECOplus	
CONTACT INFORMATION	
NAME	Siobhan Doherty
TITLE	Director of Power Resources
MAILING ADDRESS	2075 Woodside Road
CITY, STATE, ZIP	Redwood City, 94063
PHONE	650-817-7076
EMAIL	<a href="mailto:sdoherty@peninsulacleanenergy.com">sdoherty@peninsulacleanenergy.com</a>
WEBSITE URL FOR PCL POSTING	<a href="http://www.peninsulacleanenergy.com">www.peninsulacleanenergy.com</a>

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov). Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

**NOTE:** Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at [PSDprogram@energy.ca.gov](mailto:PSDprogram@energy.ca.gov) or (916) 639-0573.

## INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
GHG Emissions Factors
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

## INSTRUCTIONS

### Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firm-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. Retail suppliers shall submit a purchase agreement or ownership arrangement documentation substantiating that any eligible firm-and-shaped product for which it is claiming an exclusion was executed prior to January 1, 2019. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

**Specified Purchases:** A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. Do not enter data in the grey fields. For specified purchases, include enter following information for each line item:

**Facility Name** - Provide the name used to identify the facility.

**Fuel Type** - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.

**Location** - Provide the state or province in which the facility is located.

**Identification Numbers** - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).

**Gross Megawatt Hours Procured** - Provide the quantity of electricity procured in MWh from the generating facility.

**Megawatt Hours Resold** - Provide the quantity of electricity resold at wholesale.

**Unspecified Power:** Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. **Do not enter procurements of unspecified power.** The schedule will calculate unspecified power procurements automatically.

### Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year.

### **Schedule 3: Annual Power Content Label Data**

This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content and GHG emissions intensity for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

#### **ACS Resource Mix Calculator**

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

#### **GHG Emissions Factors**

This tab will be displayed for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

#### **Attestation**

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.

**2020 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 1: PROCUREMENTS AND RETAIL SALES**  
**For the Year Ending December 31, 2020**  
**Peninsula Clean Energy Authority**  
**ECOplus**

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA," "Powerex," or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	3,149,659
Net Specified Procurement (MWh)	3,206,137
Unspecified Power (MWh)	-
Procurement to be adjusted	56,479
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	3,206,137
GHG Emissions (excludes grandfathered emissions)	19,163
GHG Emissions Intensity (in MT CO <sub>2</sub> e/MWh)	0.0061

DIRECTLY DELIVERED RENEWABLES														
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO2e/MWh)	GHG Emissions (in MT CO2e)	N/A	
Alta Wind IV - Alta Wind IV	Wind	CA	W2013	61093A		57293	5,000		5,000	4,912	-	-		
Altwind 1 - Altwind 1	Wind	CA	W516	60403A		P1	447		447	439	-	-		
Atwell Island - Atwell Island PV Solar Generating	Solar	CA	W3159	60947A		58366	3,682		3,682	3,617	-	-		
Avenal Park - Avenal Park LLC	Solar	CA	W2074	60912A		57359	1,247		1,247	1,225	-	-		
Buena Vista Energy Windfarm - Buena Vista Ener	Wind	CA	W165	60124A		56446	16,413		16,413	16,124	-	-		
Cabazon Wind Partners - Cabazon Wind Partners	Wind	CA	W834	60736A		56011	876		876	861	-	-		
California Valley Solar Ranch - Block1	Solar	CA	W2847	60603A		57439	6,918		6,918	6,796	-	-		
California Valley Solar Ranch - Block2	Solar	CA	W3106	60603A		57439	20,546		20,546	20,184	-	-		
California Valley Solar Ranch - Block3	Solar	CA	W3111	60603A		57439	39,171		39,171	38,481	-	-		
California Valley Solar Ranch - Block4	Solar	CA	W3187	60603A		57439	12,402		12,402	12,184	-	-		
Cameron Ridge, LLC (III) - Cameron Ridge LLC (I	Wind	CA	W407	60392A		10586	3,132		3,132	3,077	-	-		
Campo Verde Solar Project - Campo Verde Solar	Solar	CA	W3591	60652A		58467	254,776		254,776	250,288	-	-		
CED White River Solar - CED White River Solar	Solar	CA	W3406	60949A		58373	10,574		10,574	10,388	-	-		
Centinela Solar Energy - CSE - Block 1F	Solar	CA	W3961	60837A		58430	5,027		5,027	4,938	-	-		
Centinela Solar Energy - CSE - Block 1H	Solar	CA	W4011	60837A		58430	3,479		3,479	3,418	-	-		
Centinela Solar Energy - CSE - Blocks 1A, 1B, &	Solar	CA	W3805	60837A		58430	8,568		8,568	8,417	-	-		
Colgreen North Shore - Colgreen North Shore	Solar	CA	W7283	61666A		60825	30,407		30,407	29,871	-	-		
Desert Winds I - Desert Winds I	Wind	CA	W521	60397A		P4	2,137		2,137	2,099	-	-		
Desert Winds II Pwr Purch Trst - Desert Winds II	Wind	CA	W522	60422A		P5	7,285		7,285	7,157	-	-		
Dillon - Dillon Wind LLC	Wind	CA	W728	60542A		56791	10,000		10,000	9,824	-	-		
Dinosaur Point - Dinosaur Point	Wind	CA	W608	60139A		10005	2,062		2,062	2,026	-	-		
Geysers Power Plant - Calpine Geothermal Unit 1	Geothermal	CA	W119	60025A		286	399		399	392	0.0363	14		
Geysers Power Plant - Calpine Geothermal Unit 1	Geothermal	CA	W120	60004A		286	30,588		30,588	30,049	0.0363	1,090		
Geysers Power Plant - Calpine Geothermal Unit 1	Geothermal	CA	W121	60005A		286	28,717		28,717	28,211	0.0363	1,024		
Karen Avenue Windfarm - Energy Development &	Wind	CA	W314	60396A		10718	17,459		17,459	17,151	-	-		
Kumeyaay Wind Farm - Kumeyaay Wind Farm	Wind	CA	W138	60432A		56295	26,982		26,982	26,507	-	-		
Mega Hydro #1 (Clover Creek) - Mega Hydro #1 (	Eligible hydro	CA	W623	60227A		P236	2,910		2,910	2,859	-	-		
Mega Renewables (Bidwell Ditch) - Mega Renewa	Eligible hydro	CA	W625	60165A		10880	11,906		11,906	11,696	-	-		
Mega Renewables (Hatchet Creek) - Mega Renew	Eligible hydro	CA	W626	60166A		10882	9,046		9,046	8,887	-	-		
Mega Renewables (Roaring Creek) - Mega Renew	Eligible hydro	CA	W627	60167A		10881	3,419		3,419	3,359	-	-		
Mesquite Solar 2, LLC - Mesquite Solar 2, LLC	Solar	AZ	W5299	62664A		60307	15,000		15,000	14,736	-	-		
Mountain View Power Partners IV - Mountain View	Wind	CA	W2519	60487A		57459	10,000		10,000	9,824	-	-		
Mustang Hills, LLC - Mustang Hills, LLC	Wind	CA	W2482	61287A		57833	10,000		10,000	9,824	-	-		
Mustang Two Whirlaway - Mustang Two Whirlawa	Solar	CA	W9615	63730A		62015	55,757		55,757	54,775	-	-		
Oak Creek Wind Power, LLC - Oak Creek Wind P	Wind	CA	W509	60429A		50754	1,217		1,217	1,196	-	-		
Oasis Power Partners, LLC - Oasis Power Partne	Wind	CA	W131	60489A		56302	3,693		3,693	3,628	-	-		
Ridgetop Energy, LLC - Ridgetop Energy, LLC (I)	Wind	CA	W406	60375A		10597	2,915		2,915	2,864	-	-		
Ridgetop Energy, LLC (II) - Ridgetop Energy, LLC	Wind	CA	W408	60407A		54931	1,259		1,259	1,237	-	-		
Rising Tree Wind Farm III LLC - Rising Tree Wind	Wind	CA	W4612	62469A		59236	20,000		20,000	19,648	-	-		
San Gorgonio East - San Gorgonio East	Wind	CA	W4764	63228A		P8	696		696	684	-	-		
Sand Drag - Sand Drag LLC	Solar	CA	W2072	60914A		57361	7,543		7,543	7,410	-	-		
SEGS VIII - Luz Solar Partners Ltd. VIII	Solar	CA	W482	60365A		10444	3,186		3,186	3,130	0.0909	284		
Shiloh I Wind Project - Shiloh I Wind Project LLC	Wind	CA	W231	60488A		56362	-		-	-	-	-		



Sierra Pacific Burney Facility - Sierra Pacific Indus	Biomass & biowa	CA	W667	60087A		50110	17,231		17,231	16,927	0.0088	150	
Sierra Pacific Ind. (Lincoln) - Sierra Pacific Industr	Biomass & biowa	CA	W668	60088A		10144	8,992		8,992	8,834	0.0112	99	
Sierra Pacific Ind. (Quincy) - Sierra Pacific Industr	Biomass & biowa	CA	W669	60089A		50112	13,917		13,917	13,672	0.0557	762	
Sierra Pacific Sonora - Sierra Pacific Sonora	Biomass & biowa	CA	W852	60576A		54517	2,585		2,585	2,539	0.0768	195	
Solar Partners I, LLC - Ivanpah 2	Solar	CA	W4025	62274A		57073	10,000		10,000	9,824	0.0903	888	
SPI Anderson 2 - SPI Anderson 2	Biomass & biowa	CA	W4674	61146A		59658	14,047		14,047	13,800	0.0101	139	
SPS Alpaugh 50 - SPS Alpaugh 50	Solar	CA	W2826	60945A		58003	29,815		29,815	29,290	-	-	
SPS Alpaugh North - SPS Alpaugh North	Solar	CA	W2825	60946A		58002	10,646		10,646	10,458	-	-	
Stockton Biomass - Stockton Biomass	Biomass & biowa	CA	W3540	60964A		54238	34,329		34,329	33,724	0.0230	777	
Sun City Project LLC - Sun City	Solar	CA	W2073	60913A		57360	8,093		8,093	7,950	-	-	
Terra-Gen Mojave Wind Farms, LLC - Morwind -	Wind	CA	W498	60380A	P161		1,869		1,869	1,836	-	-	
Topaz Solar Farms LLC - Topaz 1-9	Solar	CA	W3193	61698A		57695	39,904		39,904	39,201	-	-	
Wheelabrator Shasta - Wheelabrator Shasta	Biomass & biowa	CA	W759	60094A		50881	277,790		277,790	272,896	0.0320	8,741	
Whitewater Hill Wind Partners - Whitewater Hill W	Wind	CA	W835	60737A		56012	1,043		1,043	1,025	-	-	
Wright Solar Park - Wright Solar Park	Solar	CA	W8785	62620A		59525	361,456		361,456	355,089	-	-	
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

## FIRMED-AND-SHAPED IMPORTS

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO2e/MWh)	GHG Emissions (in MT CO2e)	Eligible for Grandfathered Emissions?
Elkhorn Valley Wind Farm - Elkhorn Valley Wind F	Wind	OR	W186	61034A	56623	Unspecified	69,045		69,045	67,829	0.4280	29,031	Yes
Grand View 2 West - Grand View 2 West	Solar	ID	W5070	61595A	60068	Unspecified	6,880		6,880	6,759	0.42800	2,893	Yes
ID Solar 1 - ID Solar 1, LLC	Solar	ID	W5076	63560A	60445	Unspecified	6,862		6,862	6,741	0.42800	2,885	Yes
Murphy Flat - Murphy Flat Power, LLC	Solar	ID	W5395	63449A	60009	Unspecified	684		684	672	0.42800	288	Yes
Neal Hot Springs Unit #1 - Neal Hot Springs Geot	Geothermal	OR	W3155	62427A	58022	Unspecified	33,378		33,378	32,790	0.4280	14,034	Yes
Orchard Ranch Solar, LLC - Orchard Ranch Solar	Solar	ID	W5373	63448A	60010	Unspecified	356		356	350	0.42800	150	Yes
Simcoe Solar, LLC - Simcoe Solar, LLC	Solar	ID	W5372	63447A	60748	Unspecified	208		208	204	0.4280	87	Yes
									-	-	#N/A		
									-	-	#N/A		

## SPECIFIED NON-RENEWABLE PROCUREMENTS

Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO2e/MWh)	GHG Emissions (in MT CO2e)	N/A
Balch #1 PH	Large Hydro	CA				217	1,072		1,072	1,053	-	-	
Balch #2 PH	Large Hydro	CA				218	7,295		7,295	7,167	-	-	
Belden	Large Hydro	CA				219	9,240		9,240	9,077	-	-	
Boundary	Large Hydro	WA				6433	35,463		35,463	34,838	-	-	
Bucks Creek	Large Hydro	CA				220	13		13	13	-	-	
Butt Valley	Large Hydro	CA				221	4,008		4,008	3,937	-	-	
Cabinet Gorge	Large Hydro	ID				833	13,873		13,873	13,629	-	-	
Caribou 1	Large Hydro	CA				222	3,993		3,993	3,923	-	-	
Caribou 2	Large Hydro	CA				223	11,874		11,874	11,664	-	-	
CHPD - Lake Chelan	Large Hydro	WA				6424	30,750		30,750	30,208	-	-	
CHPD - Rock Island	Large Hydro	WA				6200	80,888		80,888	79,463	-	-	
CHPD - Rocky Reach	Large Hydro	WA				3883	395,171		395,171	388,210	-	-	
Cresta	Large Hydro	CA				231	3,852		3,852	3,784	-	-	
Drum #1	Large Hydro	CA				235	640		640	629	-	-	
Drum #2	Large Hydro	CA				236	6,108		6,108	6,000	-	-	
Electra	Large Hydro	CA				239	8,514		8,514	8,364	-	-	
Forbestown	Large Hydro	CA				417	1,518		1,518	1,491	-	-	
GPCD/Grant	Large Hydro	WA				3887	115,885		115,885	113,844	-	-	
Haas	Large Hydro	HA				240	7,337		7,337	7,208	-	-	
Holm Hydro Unit 1	Large Hydro	HA				380	43,588		43,588	42,820	-	-	
Holm Hydro Unit 2	Large Hydro	HA				380	30,130		30,130	29,599	-	-	
Hoover	Large Hydro	NV				154	21,617		21,617	21,236	-	-	
James B Black	Large Hydro	CA				249	12,958		12,958	12,730	-	-	
Kerckhoff #2 PH	Large Hydro	CA				682	5,113		5,113	5,022	-	-	
KERR	Large Hydro	MT				2188	13,935		13,935	13,690	-	-	
Kings River	Large Hydro	CA				254	2,039		2,039	2,003	-	-	
Lucky Peak	Large Hydro	ID				10014	18,149		18,149	17,829	-	-	



[illegible]

**2020 POWER SOURCE DISCLOSURE ANNUAL REPORT**  
**SCHEDULE 3: POWER CONTENT LABEL DATA**  
**For the Year Ending December 31, 2020**  
**Peninsula Clean Energy Authority**  
**ECOplus**

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	1,626,803	51.7%
Biomass & Biowaste	362,393	11.5%
Geothermal	91,442	2.9%
Eligible Hydroelectric	26,800	0.9%
Solar	936,396	29.7%
Wind	209,771	6.7%
Coal	-	0.0%
Large Hydroelectric	1,470,184	46.7%
Natural gas	437	0.0%
Nuclear	34,953	1.1%
Other	3,494	0.1%
Unspecified Power	13,789	0.4%
<b>Total</b>	<b>3,149,659</b>	<b>100.0%</b>

<b>Total Retail Sales (MWh)</b>	<b>3,149,659</b>
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<b>GHG Emissions Intensity (converted to lbs CO<sub>2</sub>e/MWh)</b>	<b>13</b>
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<b>Percentage of Retail Sales Covered by Retired Unbundled RECs</b>	<b>0.0%</b>
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## ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8, A23, or A38. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Powerex				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
30,000		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind	0.00	3
		Coal		-
		Large hydroelectric	0.88	26,370
		Natural gas	0.01	423
		Nuclear	0.01	255
		Other	0.04	1,185
		Unspecified Power	0.06	1,764

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
322,979		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	0
		Wind		-
		Coal		-
		Large hydroelectric	0.85	274,759
		Natural gas	0.00	22
		Nuclear	0.11	34,235
		Other	0.01	2,372
		Unspecified Power	0.04	11,591

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
17,021		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-

Coal		-
Large hydroelectric	0.90	15,251
Natural gas		-
Nuclear	0.06	1,089
Other		-
Unspecified Power	0.04	681

**POWER SOURCE DISCLOSURE ANNUAL REPORT  
ATTESTATION FORM**

**for the year ending December 31, 2020**

**Peninsula Clean Energy Authority**

**ECOplus**

I, (print name) Janis Pepper,  
(title) Chief Executive Officer, declare under penalty of perjury, that the statements  
contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as  
an authorized agent of (print name of company) Peninsula Clean Energy Authority, have  
authority to submit this report on the company's behalf. I further declare that the  
megawatt-hours claimed as specified purchases as shown in these Schedules were, to the  
best of my knowledge, sold once and only once to retail customers.

Name: Janis Pepper

Representing (Retail Supplier): Peninsula Clean Energy Authority

Signature: 

Dated: June 1, 2021

Executed at: Redwood City, CA

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** June 29, 2021  
**COMMITTEE MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Andy Stern, Chief Financial Officer  
**SUBJECT:** Renewal of Contract with Maher Accountancy

**RECOMMENDATION**

Staff recommends that the Board authorize renewal of contract between PCE and Maher Accountancy for the period from July 1, 2021, through June 30, 2022. The cost of the accounting services as proposed will be \$15,000 per month, plus a fee of \$15,000 for support of the annual audit of the FY2020-2021 financial statements. The total of the contract will be \$195,000.

**BACKGROUND/CURRENT STATUS**

Maher Accountancy has been engaged to provide external accounting, payroll, and annual audit support services to PCE since October 1, 2016. A summary of services that are provided as part of the regular monthly Operational Assistance fee is as follows:

- Process payroll, including managing and reporting payroll taxes
- Manage and process Accounts Payable including use of a cloud-based document management system supporting management review of expenses, segregation of duties, and access to source invoice and vendor data
- Set-up of wire transfer payments to vendors paid by wire (Only PCE management is authorized to release wire payments according to Board-authorized policy)
- Maintain the general ledger by posting billings, and accruing revenue/expenses by reconciliation of PCE's data manager reports of customer activity and Accounts Receivable
- Bank reconciliations
- Publish monthly financial statements showing monthly and year-to-date summaries compared to approved budget levels



The most recent contract for services, which covered the period from July 1, 2020, through June 30, 2021, was for a total of \$166,000. That contract included a cost of \$12,500 on a monthly basis plus a \$16,000 fee for support of the FY2019-2020 audit conducted in the Fall of 2020.

**FISCAL IMPACT**

The Cost of the contract for the period from July 1, 2021, through June 30, 2022, would be \$195,000.

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

\* \* \* \* \*

RESOLUTION AUTHORIZING THE CEO TO SIGN AN AGREEMENT BETWEEN  
MAHER ACCOUNTANCY AND THE PENINSULA CLEAN ENERGY AUTHORITY  
FOR THE PROVISION OF ACCOUNTING SERVICES IN A FORM APPROVED BY  
COUNSEL IN AN AMOUNT NOT TO EXCEED \$195,000

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

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

**WHEREAS**, Maher Accountancy was selected to provide accounting, payroll and audit support services to PCEA based on its experience with other CCA programs, expertise in bookkeeping, and the cost-effectiveness of their proposal; and

**WHEREAS**, PCEA has contracted with Maher Accountancy to provide such services since October 1, 2016; and

**WHEREAS**, PCEA was most recently engaged in a contract with Maher Accountancy to provide such services for the term of July 1, 2020 through June 30, 2021; and

**WHEREAS**, PCEA is now seeking to sign a contract with Maher Accountancy for the term of July 1, 2021 through June 30, 2022, in an amount not to exceed \$195,000 in substantially the same form as the prior agreement; and

**WHEREAS**, Maher Accountancy has heretofore provided services to PCEA in a satisfactory manner.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** that the Board delegates authority to CEO to execute said contract with Maher Accountancy in an amount not to exceed \$195,000.

\* \* \* \* \*

# **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND MAHER ACCOUNTANCY**

This Agreement is entered into this 1<sup>st</sup> day of July, 2021, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA" and Maher Accountancy (a California Corporation), 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 accounting management services.

**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

## **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.

## **2. 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 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.

## **3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2022.

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

This Agreement may be terminated by Contractor or by the Chief Executive Officer of the Peninsula Clean Energy Authority 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.

**5. Contract Materials**

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

**6. 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.

**7. 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 other loss or cost, however, Contractor’s obligation to indemnify and hold harmless pursuant to this section shall be limited to the extent Contractor 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.

**8. 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.

**9. 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.

**10. Insurance**

**a. General Requirements**

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

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

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

**c. Liability Insurance**

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

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☐ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. 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.

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

**a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

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

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

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

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

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

**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.

**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 11, 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.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. 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.

**15. 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.

**16. 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.

**17. 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: Michael Maher, Vice President  
Address: 1101 Fifth Ave, Ste 200, San Rafael, CA 94901  
Telephone: 415-459-1249  
Email: mmaher@mahercpa.com

**18. Electronic Signature**

If both PCEA and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

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

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

\* \* \*

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

PENINSULA CLEAN ENERGY AUTHORITY

By:

CEO, Peninsula Clean Energy Authority

Date:

Maher Accountancy

Contractor's Signature

Date:

## **Exhibit A**

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

The proposed contract term covers July 1, 2021 through June 30, 2022. In no event will the cost to PCE during the contract term exceed the maximum sum of \$195,000.

### **Operational Assistance:**

1. Assist in review of operating budget in collaboration with management and technical consultants.
2. Maintain the general ledger by:
  - a. Posting billings, accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, etc.
  - b. Prepare or maintain the following monthly analyses regarding general ledger account balances:
    - i. Reconciling to statements from PCE's financial institution for cash activity and balances,
    - ii. Reconcile customer data manager reports of customer activity and AR,
    - iii. Estimated user fees earned but not billed as of the end of the reporting period,
    - iv. Schedule of depreciation of capital assets,
    - v. Aged schedule of accounts payable and
    - vi. Schedules of details regarding all remaining balance sheet accounts.
3. Manage accounts payable: Maher Accountancy utilizes a cloud-based accounts payable document management system to provide for documentation of management review, proper segregation of duties, and access to source data. We ensure that required authorization is documented and that account coding is correct. Your staff then authorizes the release of payment by an independent payment service in order to provide an additional safeguard.
4. Assist with compliance with fiscal provisions of service vendor contracts: Before submitting vendor invoices for management approval, Maher Accountancy verifies that a vendor invoice with contract provisions regarding time periods, rates and financial limits.
5. Monitor expenditure budget compliance: Before submitting vendor invoices for management approval, Maher Accountancy verifies that there is budget available and will make timely suggestions for any necessary budget amendments.
6. Provide periodic and year-to-date accrual basis financial statements with comparison to projections.
7. Provide modified accrual basis financial statements with comparison to budget. (Government agencies are accustomed to budgeting inflows and outflows of capital and debt items not included in accrual basis operating statements.)
8. Process payroll, including managing and reporting payroll taxes.
9. Filing annual informational returns (Forms 1099/1096).
10. Assist in the presentation of financial information to Finance Committee and answer questions from time to time, as needed.
11. Assist the treasury function.
12. Provide services to meet the requirements of applicable laws and regulations relating to the provisions of accounting services for PCE.
13. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports.

### **Exhibit B**

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

<b>Description of Service</b>	<b>Frequency</b>	<b>Fee</b>
A. Operational Assistance	Monthly	\$15,000
B. Assist with annual financial statement preparation as needed, including correspondence with independent auditor	Annual	\$15,000

#### **Reimbursable Expenses:**

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses.

Bill payment fees for the cloud-based accounts payable system will be borne by the PCEA with no additional mark-up. Based on recent history, the fees related to this are not expected to exceed Five Thousand Dollars (\$5,000) annually.

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** July 2, 2021  
**BOARD MEETING DATE:** August 26, 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  
Rafael Reyes, Director of Energy Programs

**SUBJECT:** Renewal of Contract with County of San Mateo Office of Sustainability for Climate Action Planning Technical Assistance

**RECOMMENDATION**

Delegate authority to the Chief Executive Officer to execute Contract with San Mateo County Office of Sustainability for up to \$95,000 over 12 months to provide climate action planning support to local governments.

**BACKGROUND**

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. California's goal is to be carbon neutral by 2045 and PCE aims to support the County in meeting that goal through investment in local community programs.

The County of San Mateo's Office of Sustainability (OOS) and the City/County Association of Governments (C/CAG) has supported local governments in their climate action plan (CAP) efforts through the Regionally Integrated Climate Action Planning Suite (RICAPS) since 2011, providing emissions inventories, business-as-usual forecasts, a CAP document template, a menu of CAP measures with cost-benefit analysis, visualization of emissions data, technical consultation and facilitated collaboration. The RICAPS program has been instrumental in enabling robust and well-aligned climate action plans across the County. Through this program, all 21 agencies in the County have engaged with and received substantive support through the program. These activities were carried out by OOS with consulting support from the consulting firm DNV.

Funding for the initial set of RICAPS tools was from a set of grants from the Bay Area Air Quality Management District. Until 2019, RICAPS was supported by California Public Utilities Commission (CPUC) approved funding from PG&E with matching funds by C/CAG. In 2019 PG&E reduced its funding to \$50,000 from the approximately \$150,000

annually. In prior years C/CAG contributed \$50,000 annually but has reduced funding to \$25,000. This funding provides for collaborative working group meetings, developing GHG community inventories for each jurisdiction, development of RICAPS tools, and individual technical assistance for local governments. Beginning in 2019 PCE has supported the RICAPS program to ensure the support continued uninterrupted. The PCE funding supports the individual technical support and RICAPS tools not covered by PG&E funding.

## **DISCUSSION**

Staff is seeking Board approval of the contract with OOS to continue the RICAPS program for the purpose of providing climate action planning technical support to San Mateo County jurisdictions. Support includes:

1. Technical support for monthly RICAPS working group meetings presentations to city and County sustainability staff
2. Updating the RICAP tools including CAP templates, forecasts, menu of measures, cost-benefit analysis tool, emissions visualization, as well as new tools for existing building decarbonization planning and policies
3. Providing individualized advice and climate action planning technical assistance to cities using the RICAPS tools
4. Tracking city and County progress on climate action planning

PCE staff is recommending for approval the attached draft contract with OOS pending refinement by the CEO.



**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 FOR  
CLIMATE ACTION PLANNING CONSULTING IN THE AMOUNT OF \$95,000 OVER  
12 MONTHS**

---

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

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

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

**WHEREAS**, local government programs for climate action planning in San Mateo County have been well served by the County of San Mateo's Regionally Integrated Climate Action Planning Suite (RICAPS) since 2011; and

**WHEREAS**, local government climate action planning is a critical part of the County's and Peninsula Clean Energy's climate strategies; and

**WHEREAS**, funding for RICAPS from its prior sources is being dramatically reduced; and

**WHEREAS**, the funding reduction of RICAPS would severely reduce or eliminate a program relied upon by local governments for climate action planning; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to contract with the County of San Mateo to continue the RICAPS program.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to: finalize and execute an Agreement with the County of San Mateo with terms consistent with those presented, in a form approved by the General Counsel.

\* \* \* \* \*

## **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND SAN MATEO COUNTY OFFICE OF SUSTAINABILITY**

This Agreement is entered into this \_\_\_\_ day of July, 2021, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and County of San Mateo Office of Sustainability, 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 providing local government support for climate action planning.

**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 ninety-five thousand dollars (\$95,000). 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 July 1, 2021 through June 30, 2022.

#### **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 that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. 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 the **PCEA project contact's email address**. 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 PCEA.

#### **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. Confidential Information**

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term “Confidential Information” includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov’t Code Section 6250, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

(c) As practicable, PCEA shall mark Confidential Information with the words “Confidential” or “Confidential Material” or with words of similar import, or, if that is not possible, PCEA shall notify the Contractor (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. PCEA’s failure or delay, for whatever reason, to mark or notify Contractor at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA's exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts, notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor's off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor's option. The obligations of this provision will survive termination or expiration of this Agreement.

## **16. Data Security**

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA's express written consent. For purposes of this provision, security procedures are "reasonable and appropriate" when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and government rules or directives applicable to the Contractor in connection with its access of Personal Information.

## **17. 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.

## **18. 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.

## **19. 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.

## **20. 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: Carolyn Bloede, Director  
Address: 455 County Center 4th Floor

Telephone: 650-363-4189  
Email: jeggemeyer@smcgov.org

**21. 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.

**22. 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: \_\_\_\_\_

San Mateo County Office of Sustainability

\_\_\_\_\_

Director, Office of Sustainability

Date: \_\_\_\_\_

## **Exhibit A**

### **Overview**

Peninsula Clean Energy Authority's (PCEA) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. As a joint-power authority, PCEA is made of twenty-one member jurisdictions: the County of San Mateo and all twenty cities/towns in the County. As local government agencies, cities/towns and the County can create Climate Action Plans (CAP) which outline GHG reduction targets and possible measures on how they could be achieved within their respective territories.

The County of San Mateo Office of Sustainability (County) has administered the Regionally Integrated Climate Action Planning Suite (RICAPS) program since 2011 to reduce greenhouse gas (GHG) emissions in San Mateo County. The RICAPS program provides technical support to San Mateo County jurisdictions and the County through monthly and quarterly working group meetings, climate action plan development, and emission inventory updates. RICAPS includes tools developed specifically for supporting these efforts, which can be found on the San Mateo County Energy Watch website at: <https://smcenergywatch.org/contact/resources/>. The County subcontracts with a technical assistance consultant to assist with the RICAPS program.

The objective of this contract is to support the County's local government technical assistance for CAPs, support the development of template policies and technical guides, and support collaboration on implementation of CAPs through the RICAPS program.

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

#### **1 Administrative Tasks**

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

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

##### **1.2 Regular Progress/Strategy Calls**

County will meet with the RICAPS technical assistance consultant monthly or biweekly to discuss progress with cities, plan RICAPS working group meetings, and strategize about policy development. PCEA staff will be invited to participate in these meetings.

##### **1.3 Subcontracts**

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

##### **1.4 Final report**

Provide a final report (2-4 pages) within a month after the conclusion of the contract which includes:

- a. Itemized description of outcomes for each project objective
- b. Itemized description of any additional accomplishments
- c. Evaluated conclusions drawn from the project including lessons learned and recommendations for future work
- d. Supplemental documentation which may include key materials used in RICAPS or related work.

## **2 Local Government Technical Assistance**

County will provide climate action planning technical support to San Mateo County jurisdictions and run the Regionally Integrated Climate Action Planning Suite (RICAPS) program on an ongoing basis. County activities will include:

### **2.1 Hosting of monthly RICAPS working group meetings with city and County sustainability staff**

### **2.2 Developing guidance documents and template policies**

County will develop technical resources and tools to support municipal staff in reducing greenhouse gas emissions. Work will include convening ad hoc advisory group meetings to get input and buy-in from municipal staff on technical resources and policy approaches. County will refine the scope of technical resources in coordination with advisory groups and PCEA. The County's technical assistance consultant will develop template policies and guidance documents. Possible projects include:

- a. *Municipal Electrification/Decarbonization Guidance Document* – Provides strategies, principles, best practices, and preferred equipment to assist municipal staff in planning for electrification and updating capital plans.
- b. *Electrification Ordinance for Existing Single-Family Homes* – Incorporate triggers such as time of listing and remodeling thresholds. Build on lessons learned from City of Menlo Park and City of Piedmont.

### **2.3 Updating RICAPS tools**

Work will include adding to or updating:

- a. CAP template document
- b. Forecasting Tool
- c. Menu of Measures, including measure worksheets and cost-benefit analysis tool

### **2.4 Providing individualized advice and climate action planning technical assistance to jurisdictions using the RICAPS tools**

The technical assistance consultant will assist with activities such as:

- a. *Support individual jurisdictions in setting their CAP goals and developing a set of CAP measures to meet those goals.* Assist jurisdictions in verifying baseline and current GHG emissions inventories and calculating business-as-usual reduction target vs. forecasted reduction targets. Provide calculations of emissions using different groupings of CAP measures. Help jurisdictions evaluate cost-effectiveness and feasible time horizons for CAP measures. Help jurisdictions develop a strategy for achieving carbon neutrality, including incorporating carbon sequestration as requested.



- b. *Support sustainability coordinators in explaining CAP development strategies for their jurisdiction.* Participate in and/or give presentations at meetings with city staff and/or Councils as requested, including kick-off meetings, City Council study sessions, etc.
- c. *Support municipal staff in assessing compliance with requirements.* Assist jurisdictions in determining steps to comply with CEQA (i.e., initial study, negative declaration, etc.). Review CAP documents to verify compliance with common requirements for qualified GHG reduction strategies.
- d. *Track city and County progress on climate action planning.*
- e. *Provide other related CAP development assistance as needed.*

## **2.5 Supporting jurisdictions on working collaboratively on climate action implementation**

Through surveys, individual consultations, and discussions during working group and ad hoc meetings, the County will work to establish consensus on climate action goals, and identify high impact areas with common interest by multiple jurisdictions. The County will work to align resources to support a multi-city or countywide for collaborative climate action initiatives.

### **Exhibit B**

In consideration of the services provided by the County described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay the County on a time and materials basis.

The County shall bill no less frequently than quarterly. Invoices will document expenses including: labor (hours, rate, total), subcontractor expenses, and equipment, if applicable. The invoice will include a running expense total.

Each invoice will be accompanied by a narrative describing work accomplished during the timeframe of the invoice.

#### **County Labor Rates:**

<b><u>Classification</u></b>	<b><u>Maximum Rate (\$/Hour)</u></b>
Sustainability Program Manager	\$118
Senior Sustainability Specialist	\$110
Resource Conservation Specialist III	\$100
Resource Conservation Specialist II	\$93
Resource Conservation Specialist I	\$85
Intern/Fellow	\$40

#### **Subcontractor (Technical Assistance Consultant) Labor Rates:**

<b><u>Title</u></b>	<b><u>Maximum Rate (\$/Hour)</u></b>
Principal Consultant, Head of Section	\$215
Principal Engineer	\$215
Analyst	\$185
Engineer	\$155

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** August 12, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Jan Pepper, Chief Executive Officer  
**SUBJECT:** Contract Amendment for David Fribush

**RECOMMENDATION**

Authorize the Chief Executive Officer to Execute an Amendment to the Agreement with David Fribush to increase the contract amount by \$150,000 and to extend the term of the Agreement to December 30, 2022.

**BACKGROUND**

In May 2020, Peninsula Clean Energy and David Fribush executed an agreement to provide DER strategy and program execution services. The contract was subsequently amended to extend the term to December 30, 2021 and provide a total amount not-to-exceed of \$225,000.

David is leading the PCE's initiatives in two areas: development of a new business model to enable streamlined aggregate procurement for local government solar and storage systems, and the disadvantaged community "green tariff" program (DAC-GT), a program under the direction of the California Public Utilities Commission (CPUC) which provides reduced utility bills and solar power access to disadvantaged community residents. In addition, David has played a significant role in developing the draft Distributed Energy Resources (DER) Strategy, expected to come to the board soon.

**DISCUSSION**

Both the local government solar and storage and the DAC-GT programs are strategic priorities for PCE and David brings unique industry experience with over 28 years in the field. His work includes coordinating consultant technical assessments with local governments, in-depth financial analysis, development of solicitations, managing CPUC

reporting requirements, and other project activities. Both of programs are moving towards launch in late 2021 or early 2022 and require significant additional support.

The contract amendment extends the term and retains the payment rate used since inception of the contract.

### **FISCAL IMPACT**

The fiscal impact of extending the agreement will not exceed \$150,000.

### **STRATEGIC PLAN**

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

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

## **RESOLUTION**

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

\* \* \* \* \*

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

---

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

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

**WHEREAS**, in May 2020, PCE and David Fribush (“Contractor”) executed an agreement to provide distributed energy resource strategy and implementation services in an initial amount of \$90,000, which was subsequently amended with an increased term and amount up to \$225,000; and

**WHEREAS**, PCE will require additional services to support distributed energy resource strategy and implementation and desires to extend the term of Contractor’s agreement to December 30, 2022; and

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

**WHEREAS**, PCE's total obligation to Contractor in the proposed amended agreement shall not exceed \$375,000; and

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

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

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

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

\* \* \* \* \*

**AMENDMENT NO. 3 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY  
AND DAVID FRIBUSH**

THIS AMENDMENT TO THE AGREEMENT, entered into this   1   day of  
  September  , 2021 by and between PENINUSLA CLEAN ENERGY, a California joint  
powers authority, hereinafter called "PCEA," and David Fribush, hereinafter called "Contractor";

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

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

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement.

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

- 1. The sentence addressing term in Section 3 shall be removed and replaced with the following:**

"Subject to compliance with all terms and conditions, the term of this Agreement shall be from  
June 1, 2020 through December 31, 2022."

- 2. The text of Section 2 "Payments" shall be amended to replace "[i]n no event shall  
PCEA's fiscal obligation under this Agreement exceed two hundred twenty-five  
thousand dollars (\$225,000)" with the following:**

"In no event shall PCEA's fiscal obligation under this Agreement exceed three hundred seventy-  
five thousand dollars (\$375,000)."

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

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

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

Peninsula Clean Energy Authority

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

Janis C. Pepper, CEO

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



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

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

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

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



**REGULAR MEETING of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)  
Thursday, June 24, 2021  
MINUTES**

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

**CALL TO ORDER**

Meeting was called to order at 6:32 p.m.

**ROLL CALL**

**Present:** Dave Pine, County of San Mateo  
Carole Groom, County of San Mateo  
Rick DeGolia, Town of Atherton, *Chair*  
Donna Colson, City of Burlingame, *Vice Chair*  
Julia Mates, City of Belmont  
Coleen Mackin, City of Brisbane  
Raquel Gonzalez, Town of Colma  
Carlos Romero, City of East Palo Alto  
Harvey Rarback, City of Half Moon Bay  
Christine Krolik, 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  
Jeff Aalfs, Town of Portola Valley  
Michael Smith, City of Redwood City  
Marty Medina, City of San Bruno  
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

**Staff:** Jan Pepper, Chief Executive Officer  
Andy Stern, Chief Financial Officer  
Leslie Brown, Director of Customer Care  
KJ Janowski, Director of Marketing and Community Relations  
Siobhan Doherty, Director of Power Resources  
Marc Hershman, Director of Government Affairs  
Rafael Reyes, Director of Community Energy Programs  
Jeremy Waen, Director of Regulatory Policy  
David Silberman, General Counsel  
Darren Goode, Public Relations Consultant  
Shayna Barnes, Operations Specialist

Phillip Kobernick, Programs Manager  
Dave Fribush, DER Technical Advisor

**A quorum was established.**

**PUBLIC COMMENT:**

Jeffrey Tong

Joanna Gardias Menlo Spark and Fossil Free Buildings Campaign

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

Coleen Mackin, City of Brisbane asked that agenda item 11 be removed from the consent agenda for discussion because there were inconsistencies in the contract amount between the agenda, staff report, and title of the resolution.

**Motion:** Director Bonilla moved, seconded by Director Pine to set the Agenda and approve Agenda Item Numbers 9, 10, and 12 and to move Agenda Item 11 to the Regular Agenda.

9. Approval of Energize Colleges Grant

10. Authorize an Agreement with ABB Enterprise Software (ABB) to provide additional advisory services in the amount of \$45,000

12. Approval of the Minutes for the May 27, 2021 Meeting

**Motion passed 17-0 (Absent: Colma, Daly City, East Palo Alto, Foster City, Portola Valley, San Carlos)**

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Dave Pine	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	Director Gonzalez				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	Alternate Krolik	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	Alternate Smith	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	17			

## REGULAR AGENDA

### 1. CHAIR REPORT

No Report.

### 2. CEO REPORT

Jan Pepper, *CEO*, provided a staffing update and announced that we are moving our videoconference platform from RingCentral to Zoom. Jan provided a regulatory update and an update on legislative activity that covered the following bills: SB 612, SB 68, AB 843, and AB 1139. Jan announced that the Board retreat will be in person on Saturday, September 25<sup>th</sup>, 2021.

### 11. APPROVE AMENDMENT TO RIDE PANDA CONTRACT TO RAISE MAXIMUM AMOUNT TO \$225,600

Prior to setting the agenda and approving the consent agenda, Coleen Mackin requested that Item 11 be removed from the consent agenda due to a discrepancy between the staff report and contract (which noted a not-to-exceed amount of \$225,000) and the resolution (which noted a not-to-exceed amount of \$225,600) was discussed at this time. Board member Bonilla made a motion amending the resolution for item 11 to raise the maximum amount to \$225,600.

**Motion Made:** Bonilla/ Mackin

**Motion passed 17-0 (Absent: Colma, Daly City, East Palo Alto, Foster City, Portola Valley, San Carlos)**

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	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	Director Gonzalez				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	Alternate Krolik	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 Bigstyc	X			
Town of Portola Valley	Director Aalfs				X
City of Redwood City	Alternate Smith	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	17			

### 3. CITIZENS ADVISORY COMMITTEE REPORT

Desiree Thayer, *Citizens Advisory Committee (CAC) Chair*, updated the Board that new members were sworn in at their meeting on June 10, 2021. Desiree mentioned that the Committee had a Brown Act Training from PCEA General Counsel David Silberman and that there was a workforce development panel at their last meeting. Board member Rick Bonilla noted that the workforce development panel presentations at the last CAC meeting were very well done.

### 4. APPROVE FISCAL YEAR 2021-2022 BUDGET

Andy Stern, *CFO*, reviewed the budget and approval process. Andy reviewed key assumptions from the proposed budget for fiscal year 2021-2022 and fiscal years 2021-2026 in the areas of PG&E Generation Rates, Power Charge Indifference Adjustment (PCIA), load, and energy prices. Andy provided a summary of the proposed budget for fiscal year 2021-2022 and fiscal years 2021-2026. Andy asked the Board to approve the fiscal year 2021-2022 budget with total operating expenses not to exceed \$241,811,865.

**PUBLIC COMMENT:**

Mark Roest

**Motion:** Director Colson moved, seconded by Director Bonilla to Approve the Fiscal Year 2021-2022 Budget for Peninsula Clean Energy with Total Operating Expenses Not-to-Exceed \$241,811,865.

**Motion passed 20-0 (Absent: Daly City, Foster City, San Carlos)**

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	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	Director Gonzalez	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	Alternate Krolik	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 Bigstyck	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	Alternate Smith	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	20			

**5. APPROVE EV MANAGED CHARGING PILOT**

Phillip Kobernick, *Program Manager*, described the benefits of managed charging and how it supports the PCE goal of 100% renewable energy on a 24/7 hourly basis. Phillip described

the EV managed charging pilot in more detail, including expansions under phase 2 of the pilot. Phillip described the collaboration with the UC Davis Energy and Economics Program under phase 2 of this pilot program. Phillip described key experimental areas of the pilot, project timeline, and proposed budget.

**PUBLIC COMMENT:**

Mark Roest

**Motion:** Director Mates moved, seconded by Director Krolik to approve the electric vehicle managed charging pilot in an amount not-to-exceed \$550,000 over two years.

**Motion passed 20-0 (Absent: Daly City, Foster City, San Carlos)**

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Director Pine	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	Director Gonzalez	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	Alternate Krolik	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	Alternate Smith	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	20			

**6. DISADVANTAGED COMMUNITY SOLAR PROGRAM (DAC-GT) UPDATE**

Dave Fribush, *DER (Distributed Energy Resources) Technical Advisor*, and Leslie Brown, *Director of Customer Care*, gave an update on the Disadvantaged Communities Green Tariff

(DAC-GT), and Community Solar Green Tariff (CS-GT) programs. The presentation covered the following areas: description of the programs, overview of the programs and their policy history, Peninsula Clean Energy (PCE) activity timeline, PCE program specifics, issues with Los Banos enrollment, the customer enrollment plan, and next steps.

Board members raised concerns with the Cal EnviroScreen tool that is used to determine a disadvantaged community (DAC).

## **7. E-BIKES PROGRAM UPDATE**

Phillip Kobernick, *Program Manager*, gave an update on Peninsula Clean Energy's "E-bikes for Everyone" electric bicycle rebate program. Phillip noted that the program launched on May 26 and sold out in 5 days and that over 400 applications have been received.

## **8. BOARD MEMBERS' REPORTS**

No reports.

## **ADJOURNMENT**

Meeting was adjourned at 9:28 p.m.

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 18, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

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

**REPORT**

**Staffing Updates:**

I am very pleased to announce two new additions to the PCE team:

- Nelly Wogberg joined PCE as our new Board Clerk/Executive Assistant to the CEO/Office Manager and started on July 12.
- Vanessa Shin has joined PCE as our Community Outreach Associate for San Mateo County and started on July 19.

I am sorry to report that Jennika Uribe, who joined us as our Community Outreach Specialist on June 1 in Los Banos has resigned due to unforeseen family care needs. We are actively recruiting for someone familiar with Los Banos to fill that position.

PCE is currently recruiting for two positions, which can be found [here](#) on our website:

- Los Banos Community Outreach Specialist/Manager
- Account Services Specialist/Analyst

**Impact of COVID-19 on PCE Load**

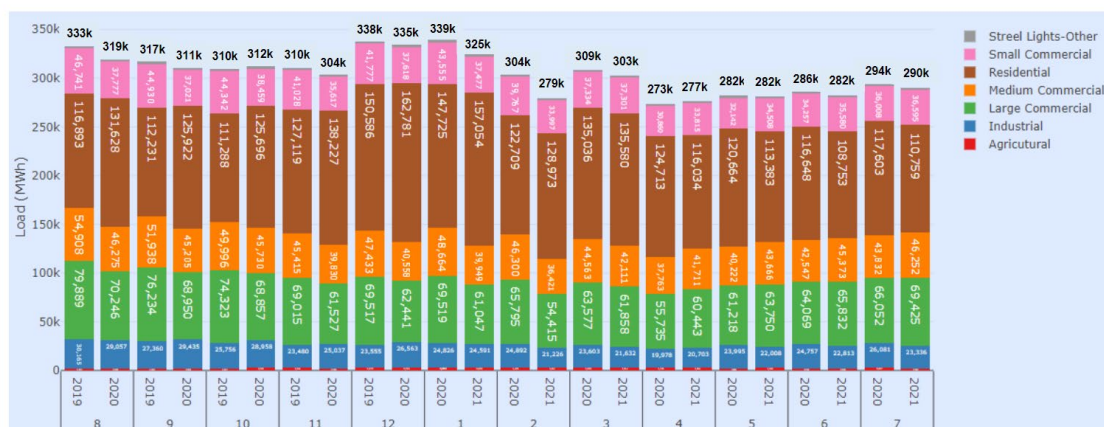
Attached to this report are summary graphs of the impact of COVID-19 on PCE's load. The first graph, "Monthly Load", shows the change in load on a monthly basis from August 2020 through July 2021. The total July 2021 load was the same as the July 2020 load. The second graph, "Monthly Load Changes by Customer Class", shows that commercial and industrial loads have increased from April - July in 2021 compared to 2020. have recovered significantly from their lows in June 2020. Residential load has decreased compared to last year. The third graph, "Load Shapes (PCE)", shows the change overall in our load on an hourly basis 2021 load lower than 2019. The 2021 load



is higher in morning peak hours but lower in afternoon and late evening hours compared to 2020.

## Monthly Load

- 3% decrease in PCE's monthly load in August 2019- March 2020 (Pre-COVID) compared to August 2020 - March 2021 (Post-COVID)
- Almost same amount of load in April 2020 – July 2020 compared to April 2021 – July 2021



## Monthly Load Changes by Customer Class

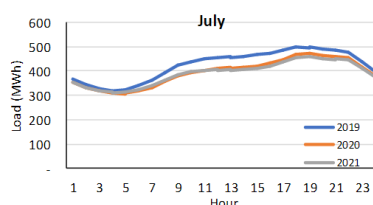
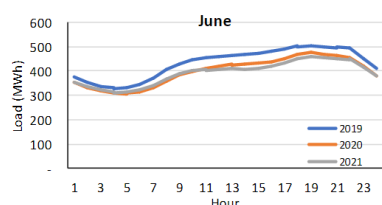
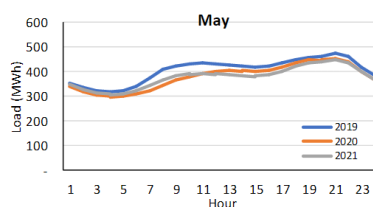
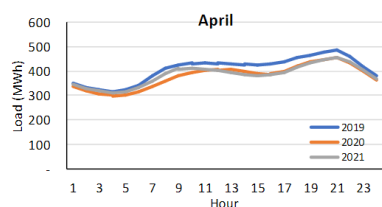
- Decrease in C&I load, increase in residential load in each month compared to same month in the previous year until March 2021.
- For April-July, we noticed an increase in C&I load in 2021 compared to 2020 and a decrease in residential load in 2021 compared to 2020.

Agricultural	-1%	2%	10%	-8%	-7%	-8%	-1%	-12%	-7%	26%	3%	-9%
Industrial	-4%	8%	12%	7%	13%	-1%	-15%	-8%	4%	-8%	-8%	-11%
Small Commercial	-19%	-18%	-13%	-13%	-10%	-14%	-15%	0%	10%	7%	4%	2%
Medium Commercial	-16%	-13%	-9%	-12%	-14%	-18%	-21%	-6%	10%	9%	7%	6%
Large Commercial	-12%	-10%	-7%	-11%	-10%	-12%	-17%	-3%	8%	4%	3%	5%
Residential	13%	12%	13%	9%	8%	6%	5%	0%	-7%	-6%	-7%	-6%
Street Lights-Other	0%	0%	0%	-1%	-1%	0%	-5%	-1%	0%	0%	-2%	-4%
PCE	-4%	-2%	1%	-2%	-1%	-4%	-8%	-2%	1%	0%	-1%	-1%
Month	8	9	10	11	12	1	2	3	4	5	6	7

\* For months 8-12, the heatmap shows how much load in 2020 was lower/higher compared to same month in 2019. For months 1-7, it shows how much load in 2021 was lower/higher compared to same month in 2020.

## Load Shapes (PCE)

- 2021 load scaled down compared to 2019 load. 2021 load is higher in morning peak hours but lower in afternoon and late evening hours compared to 2020 load.



### Reach Codes

Attached to this report is an updated table showing the status of Reach Code adoption by PCE jurisdictions.

Member Agency	Reach Code Status	Building (proposed)	EV
Brisbane	Adopted	All-electric w/ exceptions	MUD 1xL2/ unit
Burlingame	Adopted	All-electric w/ exceptions	PCE model code (variant)
Daly City	Adopted	All-electric w/ exceptions	PCE model code
East Palo Alto	Adopted	All-electric w/ exceptions	PCE model code (variant)
Millbrae	Adopted	All-electric w/ exceptions	PCE model code (variant)
Menlo Park	Adopted	All-electric w/ exceptions	(existing EV code)
Pacifica	Adopted	All-electric w/ exceptions	(existing EV code)
County of San Mateo	Adopted	All-electric w/ exceptions	PCE model code
Redwood City	Adopted	All-electric w/ exceptions	PCE model code
San Mateo	Adopted	All-electric w/ exceptions (updated)	Increase EV capable
San Carlos	Adopted	All-electric w/ exceptions (updated)	PCE model code
South San Francisco	Adopted	All-electric w/ exceptions (residential)	PCE model code
Colma	Adopted	Prewiring required	Increase EV capable
Portola Valley	1 <sup>st</sup> reading TBD	(All-electric w/ exceptions)	(existing EV code)
Atherton, Belmont, Half Moon Bay	Under development		
Foster City, Hillsborough, San Bruno	Letter of Intent, Staff discussions or Council briefing done		
Woodside	Declined		

**PCE Board Retreat - Saturday, September 25**

Our annual retreat is scheduled for Saturday, September 25. Although we considered having this as a hybrid meeting allowing both in-person and remote attendance, with the changing COVID environment, we will be holding this as a virtual meeting only. The proposed agenda is as follows:

- Annual Strategic Plan Dashboard Review (the first!)
- PCE's Strategic Priorities and Our Plan to Meet These:
  1. Getting to 100% renewable on a 24/7 basis by 2025
  2. Contribute to ~~San Mateo County~~ *PCE member jurisdictions* reaching the State Goal to be 100% GHG free by 2045

We will do a deep dive into these two strategic priorities and update the board on the extensive work PCE staff has been doing to address these priorities.

### **PCE's 100% renewable on a 24/7 basis by 2025 Goal**

The board will receive an update on the extensive work by PCE staff on this effort at the Board Retreat in September. PCE will be issuing a white paper on this work this fall. In the meantime, we have brought together a group of outside experts to provide their perspectives to the work we're doing. The first meeting of this External Advisory Group was held on Friday, August 20.

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

Provided testimony at June 30 Assembly Energy and Utilities Committee meeting regarding SB 68 (Becker)

Attended August 18 board meeting of CC Power. The notes from this board meeting are found in agenda item 20.

Virtual coffee with emeritus board members Pradeep Gupta and John Keener on August 6.

Participated in weekly and monthly CalCCA Board and Executive Committee meetings.

Participated in SV5 (formerly called MAG5) meetings.

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Peninsula Clean Energy Citizens Advisory Committee  
**SUBJECT:** Citizens Advisory Committee Report

**RECOMMENDATION**

The Citizens Advisory Committee (CAC) Recommends Approval of the On-Bill Finance Program with the following considerations.

**BACKGROUND**

The Citizens Advisory Committee received two presentations from Rafael Reyes, Director of Energy Programs, at their meetings on July 8<sup>th</sup>, 2021 and August 12<sup>th</sup>, 2021 regarding the building electrification on-bill financing program. At their meeting on July 8<sup>th</sup>, the Committee asked that the agenda item be brought back at their August meeting so that they could make a formal recommendation to the Board to approve the on-bill finance program that is on the agenda for the August 26, 2021 Board meeting.

**DISCUSSION**

At their meeting on August 12<sup>th</sup>, 2021, the Citizens Advisory made the following recommendation:

*CAC wholeheartedly endorses the on-bill finance proposal by PCE staff. And CAC would commend its adoption.*

*\* CAC would endorse even going further with the program, by increasing the size of the loans, the volume, and, in the alternative, adapting to increase the program as demand instigates/informs.*

*\* Recommend the Board consider adding Tariff On Bill Financing to the program when and if California law allows it*

*\* Methane work – recommend that the PCE Board recommend the County and municipalities use these new Methane estimates in planning and policy.*

*\* Recommend that the marketing plan be integrated to cover these pieces (with the bill, social networking, outreach to contractors, and direct to elected officials/councils)*

*\* Ensure that the revolving fund prioritizes programs, partners and practices that bolster equity initiatives and workforce development efforts*

*Review in 6-12 months the following three proposed suggestions:*

- 1. Consideration of income for qualification of the program*
- 2. Include batteries in addition to electrification measures for on-bill financing*
- 3. Consider extending beyond the BayREN requirement*

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**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  
Chelsea Keys, Senior Manager, Power Resources

**SUBJECT:** Approve Resolution Delegating Authority to Chief Executive Officer to Execute Agreements for Renewable Supply and Resource Adequacy with Geysers Power Company, LLC, and any necessary ancillary documents with a Resource Adequacy Term beginning January 1, 2022 and a Power Delivery Term beginning July 1, 2022, both ending June 30, 2032, in an amount not to exceed \$210 million.

**RECOMMENDATION:**

Approve resolution delegating authority to the Chief Executive Officer to Execute Agreements for Renewable Supply and Resource Adequacy with Geysers Power Company, LLC, and any necessary ancillary documents. The Agreements' terms are as follows: Resource Adequacy Delivery Term: January 1, 2022 through June 30, 2032; Power Delivery Term: July 1, 2022 through June 30, 2032, in an amount not to exceed \$210,000,000.

**BACKGROUND:**

The Board set a goal for Peninsula Clean Energy to procure 100% of its energy supply from renewable energy by 2025. Staff conducted a preliminary analysis of the necessary resources to attain this goal and found that Peninsula Clean Energy will need to procure a significant amount of renewable supply from geothermal resources. Geothermal is a reliable source of renewable energy that will produce power to serve Peninsula Clean Energy's load all hours of the day. There is a limited supply of geothermal in California and Geysers would be the first geothermal project to be added to Peninsula Clean Energy's energy portfolio.

The Geysers is an existing geothermal resource consisting of 13 power plants with a net generating capacity of 725 MWs. It is the world's single-largest geothermal resource developed for electric generation. The plants are generated by naturally occurring

steam that is held in reservoirs below the earth's surface. The 13 projects span 45 acres across the borders of Sonoma and Lake County, California. The Geysers provides approximately 300 full-time jobs, and the majority of these employees are local residents serving as independent contractors.

Peninsula Clean Energy will execute two Agreements with Geysers Power Company, LLC ("GPC"), one for the renewable supply of generation and the second for Resource Adequacy. Through the Agreements, Peninsula Clean Energy will receive a 35 MW share of the 725 MW total capacity of the Geysers, including the energy, renewable energy credits, and resource adequacy benefits. The project will deliver the geothermal energy generation to Peninsula Clean Energy at CAISO's NP-15<sup>1</sup> trading hub which will contribute to approximately 8% of its annual load. Peninsula Clean Energy will pay a fixed rate per MWh for the energy generation and separately a fixed-price monthly rate per kW-month for the resource adequacy benefits. Geysers has full site control and permitting secured for the entirety of the delivery term.

GPC is an indirect, wholly owned subsidiary of Calpine Corporation ("Calpine"). Calpine is a full-service energy company that develops power generation facilities, owns and operates a fleet of natural gas and geothermal assets, and sells both wholesale and retail energy throughout the United States. Calpine Energy Services will be the scheduling coordinator for the project, scheduling a flat 24x7 generation profile of 35 MW to serve Peninsula Clean Energy customers. The Geysers projects also provide energy to customers of Clean Power Alliance, CleanPower SF, Sonoma Clean Power, Marin Clean Energy, Pioneer Community Energy, and Southern California Edison.

### **DISCUSSION:**

The Strategic Plan approved by the Board in 2020 set Peninsula Clean Energy's Priority One to "design a power portfolio that is sourced by 100% carbon free energy<sup>2</sup> by 2025 that aligns supply and consumer demand on a 24x7 basis". Geothermal generation will play a key role in meeting Peninsula Clean Energy's renewable energy goals.

In the fall of 2020, Peninsula Clean Energy staff issued a solicitation for long-term renewable generation and the Geysers was one of three offers received for geothermal. Staff's analysis concluded that Geysers was financially better for the portfolio while the other two offers were not cost competitive. Originally, the term was planned to begin mid-2024 but because geothermal serves as a baseload<sup>3</sup> resource and acts as a hedge against market volatility, staff evaluated a July 2022 term start and found it was cost-effective and a better alternative to filling the open position than with financial hedges that staff had received at the time for 2022 and 2023. Additionally, Geysers has a generation portfolio that complements Peninsula Clean Energy's load needs, filling in

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<sup>1</sup> NP15 = that portion of the CAISO controlled transmission grid north of Path 15, designated as the Northern Active Congestion Management Zone in Appendix 1 to the CAISO Electric Tariff filed with FERC.

<sup>2</sup> Carbon Free = As used by Peninsula Clean Energy in the strategic plan, this refers to California RPS-eligible renewable energy, excluding biomass, that can be scheduled by Peninsula Clean Energy on an hourly basis.

<sup>3</sup> Baseload = A resource with a high capacity factor that can delivery electric power to serve loads at a steady rate on an around-the-clock basis.

gaps when solar is not generating and when wind is less available. Peninsula Clean Energy needs to procure resource adequacy in 2022 to meet its obligations so it made sense to begin the term for resource adequacy on January 1, 2022, rather than wait until July 2022 when the ten-year term for energy deliveries begins. Additionally, the Geysers provides local and some flexible resource adequacy benefits that will help satisfy some of Peninsula Clean Energy's obligations for 2022.

**FISCAL IMPACT:**

The fiscal impact of the Geysers project will not exceed \$210 million over the 10-and-a-half-year terms of the Agreements.

**STRATEGIC PLAN:**

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

- Priority 1: Design a power portfolio that is sourced by 100% carbon free energy<sup>4</sup> by 2025 that aligns supply and consumer demand on a 24x7 basis
- Power Resources Goal 1: Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates

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<sup>4</sup> Carbon Free = As used by Peninsula Clean Energy in the strategic plan, this refers to California RPS-eligible renewable energy, excluding biomass, that can be scheduled by Peninsula Clean Energy on an hourly basis.



**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER  
TO EXECUTE AGREEMENTS FOR RENEWABLE SUPPLY AND RESOURCE  
ADEQUACY WITH GEYSERS POWER COMPANY, LLC, AND ANY NECESSARY  
ANCILLARY DOCUMENTS WITH A RESOURCE ADEQUACY TERM BEGINNING  
JANUARY 1, 2022 AND A POWER DELIVERY TERM BEGINNING JULY 1, 2022,  
BOTH ENDING JUNE 30, 2032, IN AN AMOUNT NOT TO EXCEED \$210 MILLION.**

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

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

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

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

**WHEREAS**, consistent with its mission of reducing greenhouse gas emissions by expanding access to sustainable and affordable energy solutions, Peninsula Clean

Energy seeks to execute Agreements with Geysers Power Company, LLC (Contractor), to procure 35 MW of power generation and resource adequacy from the Geysers geothermal projects, based on Contractor's desirable offering of products, pricing, and terms; and

**WHEREAS**, the Geysers projects will contribute toward the Board's goal for Peninsula Clean Energy to procure 100% of its energy supply from renewable energy by providing 24x7 renewable generation for a term starting January 1, 2022 for resource adequacy benefits and July 1, 2022, for power deliveries, both ending June 30, 2032; and

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

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

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

Execute the Agreements and any ancillary documents with the Contractor with terms consistent with those presented, in a form approved by the General Counsel; and for a power delivery term of up to ten years and resource adequacy term of up to ten-and-a-half years, in an amount not to exceed \$210 million.

\* \* \* \* \*

**MASTER POWER PURCHASE AND SALE AGREEMENT  
CONFIRMATION LETTER  
BETWEEN  
GEYSERS POWER COMPANY, LLC  
AND  
PENINSULA CLEAN ENERGY AUTHORITY**

This confirmation letter ("Confirmation") confirms the transaction between **Geysers Power Company, LLC** a Delaware limited partnership ("Seller"), and **Peninsula Clean Energy Authority**, a California joint powers authority ("Buyer"), each individually a "Party" and together the "Parties", dated as of [REDACTED] (the "Confirmation Effective Date"), in which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product, as such term is defined in Article 3 of this Confirmation (the "Transaction"). This Transaction is governed by the Edison Electric Institute Master Power Purchase and Sale Agreement between the Parties, and that certain Cover Sheet, effective as of [REDACTED] 2021 (the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or the Tariff (as defined herein). To the extent that this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall control and shall govern the rights and obligations of the Parties in connection with the Transaction. Except as otherwise specified, references to an "Article" or a "Section" or an "Appendix" mean an Article or Section or Appendix of this Confirmation, as applicable.

**1.  
DEFINITIONS**

- 1.1** "Agreement" has the meaning specified in the introductory paragraph hereof.
- 1.2** "Alternate Capacity" means any replacement Product which Seller has elected to provide to Buyer in accordance with the terms of Section 4.5.
- 1.3** "Annual Supply Plan" has the meaning set forth in the Tariff.
- 1.4** "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.
- 1.5** "Availability Incentive Payments" has the meaning set forth in the Tariff.
- 1.6** "Availability Standards" shall mean Availability Standards as defined in Section 40.9 of the Tariff or otherwise applicable to CAISO.
- 1.7** "CAISO" means the California Independent System Operator or its successor.
- 1.8** "Capacity Replacement Price" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of the definition of Section 1.51 of the

Master Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."

- 1.9** "CIRA Tool" means the CAISO Customer Interface for Resource Adequacy application, or its successor platform.
- 1.10** "Compliance Showings" means the Flexible RAR Showings, LAR Showings, and RAR Showings, as applicable to the Product.
- 1.11** "Confirmation" has the meaning specified in the introductory paragraph hereof.
- 1.12** "Confirmation Effective Date" has the meaning specified in the introductory paragraph hereof.
- 1.13** "Contingent Firm RA Product" has the meaning specified in Section 3.4 hereof.
- 1.14** "Contract Price" means, for any Monthly Delivery Period, the price specified under the RA Capacity Price Table in Section 4.9.
- 1.15** "Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in the Contract Quantity Table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month (as such amount may be adjusted pursuant to Section 4.4).
- 1.16** "Control Area" has the meaning set forth in the Tariff.
- 1.17** "CPUC Decisions" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022 and 19-06-026, 20-06-002, 20-06-028 and any other existing or subsequent decisions related to resource adequacy issued from time to time by the CPUC, as amended from time to time.
- 1.18** "CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.
- 1.19** "Credit Rating" means, with respect to Seller, the rating on its senior secured long-term debt obligations by S&P or Moody's.
- 1.20** "Delivery Period" has the meaning specified in Section 4.1 hereof.
- 1.21** "Delivery Point" has the meaning specified in Section 4.2 hereof.
- 1.22** "Designated RA Capacity" shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month including the amount of Contract Quantity that Seller has elected to provide Alternate Capacity with respect to, minus any reductions to Contract Quantity made in accordance with Section 4.4 with respect to which Seller has not elected to provide Alternate Capacity.

- 1.23** “Effective Flexible Capacity” means the flexible capacity of a resource that can be counted towards an LSE’s FCR obligation, as identified from time to time by the Tariff, the CPUC Decisions, LRA, or other Governmental Body having jurisdiction.
- 1.24** “FCR Attributes” means, with respect to a Unit, any and all FCR attributes that can be counted toward an LSE’s FCR, as they are identified from time to time by the CPUC Decisions, the Tariff, an LRA, or other Governmental Body having jurisdiction that can be counted toward FCR and are consistent with the operational limitations and physical characteristics of such Unit. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines the FCR Attributes of a Unit, then such change will not result in a change in payments and Seller’s obligations will be adjusted or reduced as set forth in Section 4.4(e).
- 1.25** “FCR Showings” means the FCR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE.
- 1.26** “Firm RA Product” has the meaning specified in the Section 3.3 hereof.
- 1.27** “Flexible Capacity Requirements” or “FCR” means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.
- 1.28** “Flexible RA Product” has the meaning specified in the Section 3.2 hereof.
- 1.29** “Force Majeure” has the meaning set forth in the Master Agreement, [REDACTED]
- [REDACTED]
- 1.30** “GADS” means the Generating Availability Data System or its successor.
- 1.31** “Generic RA Product” means Product consisting of RAR Attributes and, if applicable, LAR Attributes, which does not include FCR Attributes.
- 1.32** “Governmental Body” means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.
- 1.33** “LAR” means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR and are consistent with the operational limitations and physical characteristics of such

Unit, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in obligations or payments made pursuant to this Transaction.

- 1.34** “LAR Attributes” means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR and are consistent with the operational limitations and physical characteristics of such Unit, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in obligations or payments made pursuant to this Transaction.
- 1.35** “LAR Showings” means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA having jurisdiction over the LSE.
- 1.36** “LRA” has the meaning set forth in the Tariff.
- 1.37** “LSE” means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).
- 1.38** “Master Agreement” has the meaning specified in the introductory paragraph hereof.
- 1.39** “Monthly Delivery Period” means each calendar month during the Delivery Period and shall correspond to each Showing Month.
- 1.40** “Monthly RA Capacity Payment” has the meaning specified in Section 4.9 hereof.
- 1.41** “Monthly Supply Plan” has the meaning set forth in the Tariff.
- 1.42** “NERC” means the North American Electric Reliability Council, or its successor.
- 1.43** “NERC/GADS Protocols” means the GADS protocols established by NERC, as may be updated from time to time.
- 1.44** “Net Qualifying Capacity” has the meaning set forth in the Tariff.
- 1.45** “Non-Availability Charges” has the meaning set forth in the Tariff.
- 1.46** “Notification Deadline” means fifteen (15) Business Days before the Compliance Showing deadlines. For illustrative purposes only, as of the Confirmation Effective Date, the applicable Compliance Showing deadlines are as follows: (A) forty-five (45) days prior to the Showing Month covered by the Supply Plan for the Monthly Supply Plan; and (B) the

last Business Day of October that is prior to commencement of the year for the Annual Supply Plan. The Parties acknowledge and agree that such dates may be modified by the CAISO from time to time throughout the Delivery Period.

- 1.47** “Outage” means disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff. For the avoidance of doubt, Outage shall be deemed to include Planned Outage (defined below).
- 1.48** “Party” and “Parties” have the meanings specified in the introductory paragraph hereof.
- 1.49** “Planned Outage” means, subject to and as further described in the CPUC Decisions and the Tariff (Planned Outage referred to as “Approved Maintenance Outage” under the Tariff), a CAISO-approved planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.
- 1.50** “Product” has the meaning specified in Article 3 hereof.
- 1.51** “RA Capacity” means the qualifying and deliverable capacity of the Unit for RAR, LAR, and FCR purposes for the Delivery Period, as determined by the CAISO, or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a Unit, as applicable pursuant to this Confirmation.
- 1.52** “RA Capacity Price” means the price specified in the RA Capacity Price Table in Section 4.9 hereof.
- 1.53** “RAR” or “Resource Adequacy Requirements” means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the CPUC Decisions, by the CAISO under the Tariff, or by an LRA or other Governmental Body having jurisdiction.
- 1.54** “RAR Attributes” means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the Tariff, the CPUC Decisions, LRA, or any Governmental Body having jurisdiction, that can be counted toward RAR and are consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes or FCR Attributes.
- 1.55** “RAR Showings” means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the Tariff or CPUC Decisions, or to an LRA having jurisdiction.
- 1.56** “Replacement Capacity” has the meaning specified in Section 4.7 hereof.
- 1.57** “Replacement Unit” means a generating unit meeting the requirements specified in Section 4.5.
- 1.58** “Resource Adequacy Plan” has the meaning set forth in the Tariff.
- 1.59** “Resource Category” shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

- 1.60** “RPS Agreement” has the meaning specified in Section 6 hereof.
- 1.61** “Scheduling Coordinator” or “SC” has the meaning set forth in the Tariff.
- 1.62** “Seller” has the meaning specified in the introductory paragraph hereof.
- 1.63** “Showing Month” shall be the calendar month during the Delivery Period that is the subject of the Compliance Showing. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly Compliance Showing made in June is for the Showing Month of August.
- 1.64** “Shown Unit” means a generating unit from which RA Capacity will be provided by Seller to Buyer and that Seller identifies annually pursuant to Article 2.
- 1.65** “Subsequent Buyer” means the purchaser of Product from Buyer in a re-sale of Product by Buyer.
- 1.66** “Supply Plan” has the meaning set forth in the Tariff.
- 1.67** “Tariff” means the tariff and protocol provisions of the CAISO, including associated rules, procedures and business practice manuals, as amended or supplemented from time to time.
- 1.68** “Transaction” has the meaning specified in the introductory paragraph hereof.
- 1.69** “Unit” or “Units” shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.
- 1.70** “Unit EFC” means the Effective Flexible Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Effective Flexible Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lesser of (i) the Unit EFC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Effective Flexible Capacity. To the extent the CAISO creates new categories of flexible capacity during the term of this Transaction and a Unit can count toward such new categories of flexible capacity while operating consistent with the operational limitation and physical characteristics of such Unit, any and all such new categories of flexible capacity shall be deemed to be part of the Effective Flexible Capacity of that Unit. The above notwithstanding, to the extent the CAISO decides to reduce the applicable Unit EFC, Seller shall not be liable for any costs or damages related to such reduction and the Unit EFC shall be reduced per Section 4.4 of this Confirmation.
- 1.71** “Unit NQC” means the Net Qualifying Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Net Qualifying Capacity.



## **2. UNIT INFORMATION**

### **2.1 Seller to Annually Designate Shown Unit**

- (a) On an annual basis during the term of this Transaction, Seller shall designate the Shown Unit(s) from which RA Capacity will be provided to Buyer for the following calendar year by providing Buyer with the specific Unit information contained in Appendix A by no later than the earlier of (i) October 1, or (ii) thirty (30) calendar days before the annual deadline for the year-ahead Compliance Showing.
- (b) The Shown Unit shall meet the Product characteristics and Contract Quantity specified in Sections 3 and 4 and the Resource Category requirements set forth in Section 2.1(c). Under no circumstances shall the Shown Unit be a coal-fired generating facility.
- (c) The Shown Unit shall qualify as a Maximum Cumulative Capacity ("MCC") Resource Category 4 resource, which is described in the CPUC's 2020 Filing Guide as being able to run or operate in "All Hours (planned availability is unrestricted)".
- (d) Nothing in this Section 2.1 shall be construed to limit the applicability of Sections 4.4 (Adjustment to Contract Quantity) or 4.5 (Alternate Capacity and Replacement Units) of this Confirmation.
- (e) Seller designation of the Shown Unit each year shall not in any way (i) convert the Contingent Firm RA Product being sold under this Confirmation into Firm RA Product, or (ii) cause any change to the Monthly RA Capacity Payment.

## **3. RESOURCE ADEQUACY CAPACITY PRODUCT**

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, the Contract Quantity of (i) RAR Attributes and, if applicable, LAR Attributes, and (ii) FCR Attributes, if Flexible RA Product is specified by checking the title box in Section 3.2, and the Contract Quantity shall be either a Firm RA Product or a Contingent Firm RA Product, as specified by checking the title boxes in either Section 3.3 or 3.4 (the "Product"). The Product does not confer to Buyer any right to the electrical output from the Units, other than the right to include the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings, and FCR Showings, as applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell pursuant to the Tariff any RA Capacity from a Unit that is in excess of that Unit's Contract Quantity and any RAR Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

### **3.1 RAR and LAR Attributes**

Seller shall provide Buyer with RAR Attributes and, if applicable, LAR Attributes from each Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement.

### **3.2 ☒ Flexible RA Product**

Seller shall provide Buyer with the FCR Attributes from the Units in an amount calculated for each Monthly Delivery Period as follows:  $(\text{Contract Quantity} / \text{Unit NQC}) \times \text{Unit EFC}$ .

### **3.3 ☐ Firm RA Product**

Seller shall provide Buyer with Product from the Units in the amount of the Contract Quantity. If, and to the extent, the Units are not available to provide the full amount of the Contract Quantity for any reason other than Force Majeure, including without limitation any Outage or any adjustment of the RA Capacity of any Unit, pursuant to Section 4.4, then, Seller shall provide Buyer with Product from one or more Replacement Units pursuant to Section 4.5 hereof. If Seller fails to provide Buyer with such Product from Replacement Units pursuant to Section 4.5, then Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof.

### **3.4 ☒ Contingent Firm RA Product**

Seller shall provide Buyer with Product from the Units in the amount of the applicable Contract Quantity; provided, however, that if, and to the extent that the Units are not available to provide the full amount of the Contract Quantity due to Force Majeure or any reduction in Contract Quantity in accordance with Section 4.4, Seller shall have the option to notify Buyer that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 4.5. If Seller fails to provide Buyer with the Designated RA Capacity from the Units for a reason other than Force Majeure and has failed to supply Alternate Capacity to fulfill the remainder of the Designated RA Capacity during such period, Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Section 4.7 and 4.8.

### **3.5 CAISO Revenues**

Seller shall retain any and all revenues received from the CAISO with respect to the Transaction contemplated by this Confirmation or with respect to any other capacity, energy, ancillary services or other products provided by or from the Unit.

## **4. DELIVERY AND PAYMENT**

### **4.1 Delivery Period**

The Delivery Period shall be January 01, 2022 through June 30, 2032, inclusive; provided however that the Delivery Period shall end earlier if this Transaction terminates pursuant to Article 6. For the avoidance of doubt, nothing in this Agreement shall obligate Seller to provide any RA Capacity to Buyer for any period after the end of the Delivery Period.

## 4.2 Delivery Point

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

## 4.3 Contract Quantity

The Contract Quantity of each Unit for each Monthly Delivery Period shall be:

**Contract Quantity Table**

Contract Years	Contract Quantity (MWs)
2022 - 2032	35

## 4.4 Adjustments to Contract Quantity

- (a) Planned Outages: If Seller is providing Contingent Firm RA Product and is unable to provide the applicable Contract Quantity for a portion of a Showing Month due to a Planned Outage of the Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (i) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month, provided such reduction is able to be reflected on the Supply Plans in accordance with the Tariff; or (ii) provide Alternate Capacity in accordance with Section 4.5 up to the Contract Quantity for the applicable portion of such Showing Month.
- (b) Reductions in Unit NQC: If Product is both (i) Generic RA Product, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced if the Unit experiences a reduction in Unit NQC as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) Unit NQC was reduced since Confirmation Effective Date, divided by (c) Unit NQC as of the Confirmation Effective Date. If the Unit experiences such a reduction in Unit NQC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.
- (c) Reductions in Unit EFC: If Product is both (i) Flexible RA Product specified under Section 3.2, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity of Product for any Showing Month may also be reduced if the Unit experiences a reduction in Unit EFC as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) Unit EFC was reduced since the Confirmation Effective Date, divided by (c) Unit EFC as of the

Confirmation Effective Date. If the Unit experiences such a reduction in Unit EFC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.

- (d) Change in Law Regarding Flexible RA: If the Product is Contingent Firm RA Product that includes FCR Attributes, Seller's obligation to provide FCR Attributes for the Unit in any Showing Month may be reduced or adjusted by Seller if the CPUC, CAISO, or other Governmental Body changes or eliminates the Flexible Capacity Requirements. Such changes include but are not limited to defining new or re-defining Unit EFC, Effective Flexible Capacity, FCR, FCR Attributes, and/or FCR Showings, such that flexible capacity is no longer required for compliance, or which results in changes to how the Units are counted towards such requirements. To the extent any such changes occur during the Delivery Period, Seller may reduce the amount of FCR Attributes provided to Buyer from the Unit on a pro rata basis based on the overall size (in MWs) of the Unit. For example, if Seller designates a Unit or Replacement Unit which has an overall Unit NQC of 100 MW and Unit EFC of 100 MW, Seller's allocation of FCR Attributes associated with the 35 MW Contract Quantity shall be 35% of the Unit EFC (35/100). If a change in law causes the same Unit with a 100 MW Unit NQC to eligible for only 50 MW of Unit EFC, then Buyer's allocation of FCR Attributes would be reduced on a pro rata basis to 17.5 MW (i.e. 35% of the Unit's 50 MW of Unit EFC). The Parties acknowledge and agree that any such change to the FCR Attributes shall not (i) entitle Buyer to a change in the Contract Price or a change in the amounts payable under Section 4.9, (ii) result in any change to the Contract Quantity, (iii) give either Party the right to terminate this Agreement, or (iv) allow for the severability of any provisions of this Confirmation pursuant to the Master Agreement.
- (e) UCAP: If during the Delivery Period the CAISO or the CPUC either replaces Unit NQC as the value utilized to measure the qualifying capacity of a Unit with a successor value such as unforced capacity ("UCAP") or utilizes such successor value as a supplemental means of measuring the qualifying capacity of a Unit together with Unit NQC, then the Parties shall negotiate an amendment to this Confirmation so that from and after such replacement, Seller shall convey to Buyer an amount of qualifying capacity of such Unit, to be determined by Seller, of (i) no less than the amount obtained by calculating the Buyer's share of such qualifying capacity on a pro rata basis but (ii) no more than the Contract Quantity. Seller's pro-rata delivery obligation pursuant to clause (i) above will be obtained by calculating the product of (A) the Contract Quantity divided by the Unit NQC, multiplied by (B) the Unit's overall qualifying capacity (in MW) as measured by such new method of measuring a Unit's qualifying capacity.

#### **4.5 Alternate Capacity and Replacement Units**

- (a) If Seller is unable to provide the full Contract Quantity for any Showing Month for any reason, including, without limitation, due to one of the reasons specified in Section 4.4, or Seller desires to provide the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Buyer, provide Buyer with Alternate Capacity from one or more

Replacement Units, with the total amount of Product provided to Buyer from the Unit and Replacement Units up to an amount equal to the Contract Quantity for the applicable Showing Month; provided that in each case, Seller shall notify Buyer of its intent (i) not to provide or (ii) to provide Alternate Capacity and identify Replacement Units meeting the above requirements no later than the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.

- (b) With respect to a Contingent Firm RA Product, if Seller does not provide Alternate Capacity in an amount equal to the Contract Quantity for that Showing Month, then Buyer may, but shall not be required to, purchase replacement Product. Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if (i) the failure to deliver the full Contract Quantity is due to a reduction in Contract Quantity in accordance with Section 4.4 or Force Majeure and (ii) Seller has notified Buyer, no later than the Notification Deadline, of Seller's intent not to provide Alternate Capacity in an amount equal to the Contract Quantity of that Showing Month.

#### **4.6 Delivery of Product**

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

- (a) Seller shall, on a timely basis, submit, or cause the Unit's SC to submit, by the Notification Deadline (i) Monthly Supply Plans and (ii) Annual Supply Plans if the Confirmation Effective Date is prior to the year-ahead Compliance Showing deadline applicable for the Showing Months as specified in Section 4.1, in accordance with the CAISO Tariff, identifying and confirming the transfer of the Designated RA Capacity to Buyer for each Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation).
- (b) The Product is delivered and received when the CIRA Tool shows the Supply Plan accepted for the Product from the Unit by CAISO or Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if (i) Buyer has elected to submit the Product from the Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Seller error, and are rejected by CAISO, or (ii) Seller fails to submit the volume of Designated RA Capacity for any Showing Month pursuant to this Confirmation. Buyer will have received the Contract Quantity if (x) Seller's Supply Plan is accepted by the CAISO for the applicable Showing Month, (y) Seller correctly submits the Supply Plan and the Supply Plan and/or Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Buyer error or (z) Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for the applicable Showing Month. Seller will not have

failed to deliver the Contract Quantity if Buyer fails or chooses not to submit the Unit and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

#### **4.7 Damages for Failure to Provide Designated RA Capacity**

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month then the following shall apply:

- (a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller, provided, that, if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes (such capacity shall also include FCR Attributes if this is a Flexible Capacity Product) and no such RAR capacity is available, then Buyer may replace such portion of the Designated RA Capacity with other capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible Capacity Product) ("Replacement Capacity"). Such Replacement Capacity may be provided by CAISO to Buyer pursuant to the Tariff. Buyer may enter into purchase transactions with one or more parties to replace any portion of Designated RA Capacity not provided by Seller. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party and, to the extent such transactions are done at prevailing market prices, such arrangements shall be considered equivalent to the procurement of Replacement Capacity. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.
- (b) Seller shall pay to Buyer at the time set forth in Section 4.1 of the Master Agreement, the following damages in lieu of damages specified in Section 4.1 of the Master Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, plus (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a), and (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any future amounts it may owe to Seller under this Confirmation pursuant to Article 6 of the Master Agreement.

#### **4.8 Indemnities for Failure to Deliver Contract Quantity**

Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, resulting from any of the following:

- (a) Seller's failure to provide any portion of the Designated RA Capacity;
- (b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Section 4.6;
- (c) A Unit Scheduling Coordinator's failure to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder; or

- (d) A Unit Scheduling Coordinator's failure to submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

#### **4.9 Monthly RA Capacity Payment**

In accordance with the terms of Article 6 of the Master Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit, in arrears after the applicable Showing Month. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000; provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any portion of Designated RA Capacity that was not delivered pursuant to Section 4.4 at the time of the CAISO filing for the respective Showing Month. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places).

Pursuant to Section 6.4 of the Master Agreement, the Monthly RA Capacity Payment due hereunder shall be netted against the monthly payment under the RPS Agreement so that only the excess amount remaining due shall be paid by the Party who owes it.

**RA Capacity Price Table**

<b>Contract Years</b>	<b>RA Capacity Flat Price (\$/kW-month)</b>
2022 - 2032	\$ [REDACTED]

#### **4.10 Allocation of Other Payments and Costs**

Seller may retain any revenues it may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) capacity revenue for ancillary services, (c) energy sales, (d) any revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. The Parties acknowledge and agree that any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit

Commitment capacity payments, but excluding payments described in clauses (a) through (c) above). In accordance with Section 4.9 of this Confirmation, all such revenues received by Seller, or a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Buyer does not receive, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Confirmation.

## **5. CAISO OFFER REQUIREMENTS**

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an event of Force Majeure that results in a partial or full Outage of that Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

## **6. EARLY TERMINATION**

The Parties have entered into a separate agreement for the purchase and sale of renewable energy from the Units, which is dated concurrently with the Confirmation Effective Date (the "RPS Agreement"). The Parties agree that in the event the RPS Agreement terminates, each Party shall have thirty (30) days to provide written notice to the other Party that it is terminating this Transaction. Termination pursuant to this Article 6 will not be deemed an Event of Default by the terminating Party and neither Party shall not be subject to damages or ongoing obligations as a result of such termination, including, but not limited to, the damages specified in Article 5 of the Master Agreement.

## **7. OTHER BUYER AND SELLER COVENANTS**

**7.1.** Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's RAR, LAR and/or FCR, as applicable. Such commercially reasonable actions (neither Party shall be required to spend more than \$10,000 in total under the Agreement in support of such actions) shall include, without limitation:

- (a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, the CPUC, or by an LRA having jurisdiction,



to demonstrate for each month of the Delivery Period the ability to deliver the Contract Quantity from each Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, the CAISO or other Governmental Body having jurisdiction to administer RAR, LAR or FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and

- (b) Negotiating in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, CAISO, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR and FCR, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

**7.2 Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:**

- (a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;
- (b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or such analogous capacity obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;
- (c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR, FCR, or analogous capacity obligations in any non-CAISO market;
- (d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;
- (e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;
- (f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity and, as applicable, RAR, LAR and/or FCR;
- (g) If Seller is the owner of any Unit, the respective cumulative sums of LAR Attributes, RAR Attributes, and FCR Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;

- (h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's SC is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, and RAR, LAR and FCR;
- (i) Seller has notified the SC of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the Tariff;
- (j) Seller has notified the SC of each Unit that Seller is obligated to cause each Unit's SC to provide to the Buyer, at least five (5) Business Days before the relevant deadline for each RAR Showing, LAR Showing, and/or FCR Showing, as applicable, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and
- (k) Seller has notified each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

## 8. CONFIDENTIALITY

Notwithstanding Section 10.11 of the Master Agreement, the Parties agree that Buyer may disclose information regarding this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction as necessary to support its LAR Showings, RAR Showings, and/or FCR Showings, as applicable, and Seller may disclose information regarding this Transaction to the SC of each Unit as necessary for such SC to timely submit accurate Supply Plans. Buyer may disclose information related to this Transaction to a Subsequent Buyer; provided that any Subsequent Buyer agrees in writing to maintain the confidentiality of such information consistent with this Section 8.

## 9. BUYER'S RE-SALE OF PRODUCT

- (a) Buyer may re-sell all or a portion of the Contract Quantity of Product hereunder. Seller will, or will cause the Unit's SC, to follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Confirmation. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Buyer for the same amounts Seller would have owed Buyer under this Confirmation if Buyer had not resold the Product.
- (b) Buyer will notify Seller in writing of any resale of Product and the Subsequent Buyer no later than two Business Days before the Notification Deadline for the Showing Month. Buyer will notify Seller of any subsequent changes or further resales no later than two Business Days before the Notification Deadline for the Showing Month.

- (c) If CAISO or CPUC develops a centralized capacity market, Buyer will have exclusive rights to offer, bid, or otherwise submit the applicable Contract Quantity of Product for each day during the Delivery Period provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive all revenues from such re-sale. Seller agrees to take all commercially reasonable actions to assist Buyer with such re-sale, provided that Seller's obligation to assist shall not require modification of any of the commercial terms of this Confirmation.

**10.  
MARKET BASED RATE AUTHORITY**

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

**11.  
COLLATERAL REQUIREMENTS**

The collateral requirements for Seller governing both this Agreement and the RPS Agreement are set forth in the RPS Agreement.

**12.  
COUNTERPARTS**

This Confirmation may be executed in one or more counterparts, each of which will be deemed to be an original of this Confirmation and all of which, when taken together, will be deemed to constitute one and the same agreement. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

*[SIGNATURE PAGE FOLLOWS]*

**ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE**

**Geysers Power Company, LLC**

**Peninsula Clean Energy Authority**

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

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

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

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

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

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

## **Appendix A**

### **Shown Unit Information**

Name:	Geysers Unit 18
Location:	Middletown, CA
CAISO Resource ID:	GEYS18_7_UNIT18
Unit NQC:	45
Unit EFC:	23
Resource Type:	Geothermal
Resource Category (MCC 1, 2, 3 or 4):	4
Path 26 (North or South):	North
Local Capacity Area (if any, as of Confirmation Effective Date):	NCNB
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	None
Run Hour Restrictions:	None



CALPINE

Geysers Power Company, LLC  
10350 Socrates Mine Road  
Middletown, CA 95416

## CONFIRMATION LETTER (ENERGY)

**"CONFIDENTIALITY NOTICE:** The information is intended only for the use of the individual or entity named below. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the documents."

Date: [ ]  
To: Peninsula Clean Energy Authority  
Attention: Director of Power Resources  
Email: [contracts@peninsulacleanenergy.com](mailto:contracts@peninsulacleanenergy.com)  
From: Geysers Power Company, LLC  
Re: Deal Number: [...]

This Confirmation sets forth the terms and conditions of the transaction between Buyer and Seller, each individually a "Party" and together the "Parties," as of the Effective Date specified below, in which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product, as such term is defined herein (the "Transaction"). This Confirmation supplements, forms a part of, and is subject to that certain Edison Electric Institute Master Power Purchase and Sale Agreement between Buyer and Seller, as may have been previously amended, including by the Master Power Purchase and Sale Agreement Cover Sheet dated August [ ], 2021 (the "Master Agreement"). All provisions contained in or incorporated by reference in the Master Agreement will govern this Confirmation except as expressly modified herein. The Master Agreement shall be governed by the laws of the state governing the Master Agreement as therein set forth regardless of the law governing this Confirmation as set forth below. Subject to any contrary provisions in the Master Agreement, in the event of any inconsistency between the provisions of the Master Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction.

### We confirm the following terms of our Transaction:

**Buyer:** Peninsula Clean Energy Authority

**Seller:** Geysers Power Company, LLC

**Effective Date:** [ ]

**Delivery Term:** The "Delivery Term" shall be from July 1, 2022 to June 30, 2032, inclusive. Notwithstanding the foregoing, for the sole purpose of matching delivery of RECs with Delivered Energy from the Project, such period will extend through the date that all RECs associated with such energy have been delivered from Seller to Buyer in accordance with this Confirmation.

**Product:** “Product” means Delivered Energy which meets the criteria for Section 399.16(b)(1)(A) of the California Public Utilities Code, comprised of: (1) Unit Firm energy, (2) Renewable Energy Credits generated by the Project and transferred by Seller through a WREGIS Certificate to Buyer under this Confirmation, and (3) all Green Attributes associated with the renewable energy delivered to Buyer as part of this Confirmation. The Product does not include any other non-renewable and environmental attributes (e.g., ancillary services or resource adequacy capacity).

**Project:** The term “Project” means one or more of the geothermal power plants owned or controlled by Seller and located in Lake and Sonoma Counties, California that will be used to provide the Contract Quantity. Due to the portfolio nature of the Geysers, Buyer acknowledges that Seller is making sales and deliveries from the Project to other purchasers. **Exhibit A** identifies each of the plants as of the Effective Date. Following the Effective Date, Seller may add or remove generating facilities to Exhibit A with prior written notice to Buyer, provided that each facility added is a geothermal power plant certified by the CEC as an ERR and meets the RPS compliance requirements for Category 1 as set forth in California Public Utilities Code Section 399.16(b)(1)(A) and CPUC Decision 11-12-052; provided, that Buyer’s consent shall be required to remove generating facilities from Exhibit A for reasons other than repair, mothballing, decommissioning, Force Majeure, or the sale of such facility.

**Delivery Point:** “Delivery Point” means NP 15 EZ Gen Hub.

**Meter Data:** To provide evidence of Delivered Energy, in connection with submission of its monthly invoice and upon the request of Buyer, Seller shall provide to Buyer records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation and delivery of the Delivered Energy by the Project (and upon Buyer’s reasonable request access to any records, including invoices or settlement data from the CAISO, necessary to verify the invoice).

**Payment:** For each MWh of Delivered Energy scheduled in accordance with this Confirmation, not to exceed the Contract Quantity, Buyer shall pay Seller the Contract Price.

“Contract Price” is as follows:

Contract Years	Price (\$/MWh)
2022 – 2032	██████

**Contract Quantity:**

Contract Years	Contract Quantity
2022 – 2032	<b>35 MW</b> delivered on a 7 x 24 schedule

**Renewable Energy**

**Credit Certificates:** To provide evidence of Green Attributes, Seller shall transfer to Buyer the RECs to Buyer's WREGIS account(s) within fifteen (15) Business Days after WREGIS creates certificates from each month's meter data (approximately four months after flow under current WREGIS operating conditions). If Buyer's WREGIS account ID is not available as of the start of the Delivery Term, Buyer will provide it to Seller promptly once Buyer receives the WREGIS account ID. REC deliveries will be made by transfer of WREGIS Certificates to Buyer's WREGIS account pursuant to WREGIS Operating Rules. Seller shall, at its option, transfer the WREGIS Certificate using forward certificated transfer or any other transfer permitted under the WREGIS Operating Rules. With respect to REC deliveries, Product flow shall be considered the month in which the WREGIS Certificates are created by WREGIS under current operating conditions.

**Scheduling and**

**CAISO Revenues:** Seller shall provide (or cause to be provided) all Scheduling Coordinator services for the Project (and all units constituting the Project) and for delivery of Product to the Delivery Point. Buyer shall provide (or cause to be provided) all Scheduling Coordinator services for Product at and from the Delivery Point. The Parties will purchase and sell the Contract Quantity of Product through Inter-SC Trades scheduled on a Day-Ahead basis at the NP15 EZ Gen Hub in compliance with the CAISO Tariff. As between Buyer and Seller, Seller shall be responsible for all CAISO costs (including penalties and other charges) and shall be entitled to all CAISO revenues (including credits and payments) associated with the Project and the delivery of Product to the Delivery Point.

**ADDITIONAL TERMS:**

- a) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6]
- b) Seller shall agree to reasonably assist Buyer with Buyer's California Renewables Portfolio Standard Program compliance filings as requested by Buyer. In connection with the foregoing, neither Seller nor its affiliates shall be required to (i) expend or incur any legal costs (either internal or external) in providing such assistance or (ii) prepare or defend a filing or otherwise advocate on behalf of Buyer.
- c) This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17]



- d) Seller shall, at its sole cost and expense, take all actions and execute all documents or instruments necessary to ensure that the RECs sold hereunder can be transferred to Buyer utilizing WREGIS. Seller shall comply with all laws, including, without limitation, the WREGIS Operating Rules effective as of the date of this Confirmation regarding the certification and transfer of RECs sold hereunder to Buyer. During the Delivery Term, Seller shall have in-place, or shall submit documentation to establish, an account with WREGIS. Seller shall transfer RECs to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules. Seller shall be responsible for all customary expenses associated with WREGIS Certificate issuance fees and utilizing WREGIS to transfer the RECs to Buyer, or its designee, except for any costs incurred by Buyer with respect to Buyer's registration with WREGIS and Buyer's WREGIS account.
- e) Seller hereby provides and conveys all Green Attributes associated with the electricity generation from the Project delivered to Buyer as part of the Product. Seller represents and warrants that Seller holds the rights to all such Green Attributes, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.
- f) Because WREGIS Certificates will only be created for whole MWh amounts of output generated, any fractional MWh amounts will be carried forward during the Delivery Term until sufficient generation is accumulated for the creation of a WREGIS Certificate.
- g) Seller shall be responsible, at its sole expense, for validating, adjusting, and disputing data with WREGIS so that the data from the Project's meter(s) corresponds with the quantity of RECs conveyed hereunder. Upon request Seller shall provide Buyer with copies of all correspondence or documentation to or from WREGIS with respect to any such validation, adjustment, or dispute.
- h) Without limiting Seller's obligations, if a WREGIS Certificate deficit is caused solely by an error or omission of WREGIS or the California Independent System Operator, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission. If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Confirmation, the Parties promptly shall modify this Agreement as reasonably required to preserve the intended economic benefits of this transaction for both Parties, and so cause and enable Seller to transfer to Buyer's WREGIS Account the RECs sold to Buyer hereunder.
- i) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC 1]
- j) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC 2]
- k) Notwithstanding anything else in this Confirmation, and subject to Seller's obligations

under this Confirmation, Buyer acknowledges and agrees that the sale of energy and RECs by Seller from the Project is nonexclusive.

- l) Confidentiality: Seller acknowledges that Buyer is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code section 6250 et seq.).
- m) Change in Law: Seller shall make commercially reasonable efforts to comply with changes in law in the California RPS, provided that Seller shall not be required to incur costs greater than an aggregate amount of \$ [REDACTED] during the entire Delivery Term (the "Capped Amount"). The Parties acknowledge and agree that any such change in law shall not (i) entitle Buyer to a change in the Contract Price or Payment terms, (ii) result in any change to the Contract Quantity, (iii) give either Party the right to terminate this Agreement, or (iv) allow for the severability of any provisions of this Confirmation pursuant to the Master Agreement. This provision shall not apply to any Product that was Delivered and Accepted prior to any change in law if such Product complies with the California RPS.
- n) Seller Collateral Requirements:
  - a. Letter of Credit / Cash Posting: The Parties have entered into a separate agreement for the purchase and sale of resource adequacy from the Project, which is dated concurrently with the Effective Date (the "RA Agreement"). On or before [REDACTED], Seller shall deliver Performance Security to Buyer to secure its obligations under both this Agreement and the RA Agreement. "Performance Security" means either (1) cash denominated in U.S. Dollars, or (2) a Letter of Credit in substantially the same form as Exhibit C. Provided that Seller is not currently subject to an Event of Default, the amount of the Performance Security will be [REDACTED]  
[REDACTED]  
[REDACTED] Seller shall maintain the Performance Security in full force and effect, until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of Seller then due and payable under this Agreement are paid in full. Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. Subject to Seller's obligation to provide Performance Security, Performance Assurance shall not be required from either Party in connection with this Transaction and both the Performance Security and this Transaction shall be disregarded for purposes of calculating each Party's Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex.
  - b. Parent Guarantee: [REDACTED], Seller shall execute and deliver to Buyer a Parent Guarantee from Calpine Corporation in substantially the same form as Exhibit D. Provided that Seller is not currently subject to an Event of Default, the [REDACTED]  
[REDACTED]  
[REDACTED].
  - c. Impact of Seller Credit Rating: If during the Delivery Term of this Transaction, Seller achieves a Credit Rating of BBB- or above from S&P or Baa3 or above from Moody's, Seller will not be required to maintain a Letter of Credit or a Parent Guarantee to support its obligations under this Agreement or the RA Agreement

for so long as Seller maintains such Credit Rating. Buyer shall promptly return the unused portion of the Performance Security and the Parent Guarantee upon receipt of written notice from Seller that such a Credit Rating has been achieved; provided, that if Seller subsequently fails to maintain such Credit Rating, Seller shall restore the Performance Security and the Parent Guarantee in the amount provided herein within ten (10) Business Days of request by Buyer.

- o) Counterparts: This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

#### **ADDITIONAL DEFINITIONS:**

“Agreement” or “agreement” has the meaning specified in the introductory paragraph hereof.

“CAISO” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“CAISO Grid” means the system of transmission lines and associated facilities of the Participating Transmission Owner that have been placed under the CAISO’s operational control.

“CAISO Tariff” means the CAISO Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as it may be amended, modified, supplemented or replaced (in whole or in part) from time to time.

“California Renewables Portfolio Standard” or “RPS” means the renewable energy program and policies established by California State Senate Bills 1038 and 1078 as amended by Senate Bill SB1X, and codified in California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time and as implemented by the CPUC through decisions addressing RPS requirements, including but not limited to, D. 11-12-020, D. 17-06-026, and D. 19-02-007, as those obligations may be amended or supplemented from time to time by the CPUC.

“CEC” means the California Energy Commission, or any successor entity.

“CPUC” means the California Public Utilities Commission, or any successor entity.

“Credit Rating” means, with respect to Seller, the rating on its senior secured long-term debt obligations by S&P or Moody’s. If Seller is rated by both S&P and Moody’s, and the Credit Ratings are not equivalent, the lower Credit Rating shall govern.

“Delivered Energy” means energy generated and metered from the Project with associated Green Attributes that is scheduled in accordance with this Confirmation.

“Force Majeure” has the meaning set forth in the Master Agreement, [REDACTED]

██  
██  
██  
██

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (Sox), nitrogen oxides (Nox), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

“Green Tag Purchaser” means Buyer.

“Locational Marginal Price” has the meaning specified in the CAISO Tariff.

“NERC” means the North American Electric Reliability Corporation.

“NP15 EZ Gen Hub” has the meaning specified in the CAISO Tariff.

“Participating Transmission Owner” means Pacific Gas and Electric Company in its capacity as the owner of certain transmission facilities placed under the operational control of the CAISO pursuant to the terms of the CAISO Tariff.

“Renewable Energy Credit” or “REC” has the meaning set forth in the California Public Utilities Code Section 399.12 and CPUC Decision 08-08-028, as may be amended or supplemented from time to time or as further supplemented by applicable law, is evidenced by a WREGIS Certificate, and is equivalent to one (1) MWh of energy from the Project which shall be qualified and certified as an ERR.

“Scheduling Coordinator” means an entity certified by CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“WREGIS” means Western Renewable Energy Generating Information System.

“WREGIS Certificate” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated by applicable law as eligible for complying with the California Renewables Portfolio Standard.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS, as amended from time to time.

*[SIGNATURE PAGE FOLLOWS]*

**ACKNOWLEDGED AND AGREED TO AS OF THE EFFECTIVE DATE:**

**Geysers Power Company, LLC**

**Peninsula Clean Energy Authority**

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

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

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

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

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

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

## EXHIBIT A

### Project Information

<b>Name of Facility</b>	<b>CEC RPS ID</b>
Aidlin Power Plant	60115A
Sonoma Power Plant	60010A
Geysers Units 5&6	60002A
Geysers Units 7&8	60003A
Geysers Unit 11	60025A
Geysers Unit 12	60004A
Geysers Unit 13	60005A
Geysers Unit 14	60026A
Geysers Unit 16	60006A
Geysers Unit 17	60007A
Geysers Unit 18	60008A
Calistoga Power Plant	60117A
Geysers Unit 20	60009A

[REDACTED]

[REDACTED]

[REDACTED]



**EXHIBIT C**

**FORM OF LETTER OF CREDIT**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_

DATE: \_\_\_\_\_, 202\_\_

<b>BENEFICIARY:</b> PENINSULA CLEAN ENERGY AUTHORITY a CALIFORNIA JOINT POWERS AUTHORITY	<b>APPLICANT:</b> GEYSERS POWER COMPANY, LLC 717 TEXAS AVENUE, SUITE 1000 HOUSTON, TX 77002
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LADIES AND GENTLEMEN:

AT THE REQUEST AND FOR THE ACCOUNT OF GEYSERS POWER COMPANY, LLC (THE 'APPLICANT'), (717 TEXAS AVENUE, SUITE 1000, HOUSTON TX 77002), WE, NATIXIS (THE "ISSUER"), HEREBY ESTABLISH AND ISSUE, EFFECTIVE IMMEDIATELY, IN FAVOR OF \_\_\_\_\_ (THE "BENEFICIARY") OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ (THIS "LETTER OF CREDIT") IN THE AGGREGATE AMOUNT OF \_\_\_\_\_ NO/100 UNITED STATES DOLLARS (U.S. \_\_\_\_\_) (THE "STATED AMOUNT").

THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE AND PAYABLE IN ACCORDANCE WITH THE TERMS HEREOF, AND EXPIRES WITH ITS CLOSE OF BUSINESS ON \_\_\_\_\_ (AS SUCH DATE MAY BE EXTENDED AS HEREINAFTER PROVIDED, THE "EXPIRATION DATE").

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT WRITTEN AMENDMENTS FOR PERIODS OF ONE (1) YEAR FROM THE PRESENT EXPIRATION DATE, AND THEREAFTER FOR ONE YEAR FROM EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN APPLICABLE EXPIRATION DATE WE SEND THE BENEFICIARY NOTICE IN WRITING AT THE ABOVE STATED ADDRESS BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR OVERNIGHT COURIER THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE INITIAL OR ANY EXTENDED EXPIRATION DATE THEREOF.

FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE TO THE BENEFICIARY BY PAYMENT AGAINST PRESENTATION OF THE BENEFICIARY'S SIGNED AND APPROPRIATELY COMPLETED SIGHT DRAFT IN THE FORM OF EXHIBIT 1 HERETO, AND THE BENEFICIARY'S SIGNED AND APPROPRIATELY COMPLETED DRAWING CERTIFICATE IN THE FORM OF EXHIBIT 2 HERETO (COLLECTIVELY, "DRAWING"), WITH A COPY OF THIS LETTER OF CREDIT (AND ALL AMENDMENTS, IF ANY).

THE DRAWING MAY BE PRESENTED BY (A) DELIVERY VIA MAIL, MESSENGER OR COURIER AT THE ISSUER'S OFFICE LOCATED AT 1251 AVENUE OF THE AMERICAS, 5<sup>TH</sup> FLOOR, NEW YORK, NY 10020, ATTENTION: STANDBY LETTER OF CREDIT SECTION, (B) E-MAIL TO [BANK EMAIL ADDRESS], OR (C) FACSIMILE TO [BANK FAX NUMBER], CONFIRMED BY [E-MAIL OR TELEPHONE CALL]. IF A DRAWING IN COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF IS PRESENTED IN THE MANNER SPECIFIED ABOVE AT OR PRIOR TO 11:00 A.M. EASTERN TIME ON A BUSINESS DAY, PAYMENT OF THE AMOUNT SPECIFIED IN SUCH DRAWING WILL BE MADE ON THE NEXT FOLLOWING BUSINESS DAY. IF SUCH DRAWING IS SO PRESENTED AFTER 11:00 A.M. EASTERN TIME ON A BUSINESS DAY, PAYMENT OF THE AMOUNT SPECIFIED IN SUCH DRAWING WILL BE MADE ON THE SECOND SUCCEEDING BUSINESS DAY.

WE HEREBY AGREE WITH THE BENEFICIARY THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON

PRESENTATION TO THE ISSUER BEFORE THE EXPIRATION DATE. ALL PAYMENTS MADE UNDER THIS LETTER OF CREDIT SHALL BE MADE WITH ISSUER'S OWN IMMEDIATELY AVAILABLE FUNDS BY MEANS OF WIRE TRANSFER IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS TO BENEFICIARY'S ACCOUNT AS INDICATED BY BENEFICIARY IN ITS DRAWING OR IN A COMMUNICATION ACCOMPANYING ITS DRAWING.

PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED HEREUNDER. ANY DRAWING HONORED HEREUNDER BY THE ISSUER SHALL REDUCE THE STATED AMOUNT AVAILABLE FOR DRAWINGS BY THE AMOUNT OF SUCH DRAWING.

THIS LETTER OF CREDIT IS NOT TRANSFERABLE.

ALL BANKING CHARGES ASSOCIATED WITH THIS LETTER OF CREDIT ARE FOR THE ACCOUNT OF THE APPLICANT.

AS USED HEREIN, "BUSINESS DAY" MEANS ANY DAY OTHER THAN SATURDAY, SUNDAY OR A DAY ON WHICH COMMERCIAL BANKS IN NEW YORK, NEW YORK ARE AUTHORIZED OR REQUIRED TO CLOSE.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE (ICC) PUBLICATION NO. 590 ("ISP98"), EXCEPT TO THE EXTENT INCONSISTENT WITH THE TERMS HEREOF. AS TO MATTERS NOT ADDRESSED BY THE ISP98, AND TO THE EXTENT NOT INCONSISTENT WITH THE ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, ARTICLE 5 OF THE UNIFORM COMMERCIAL CODE OF THE STATE OF NEW YORK).

ALL NOTICES TO BENEFICIARY SHALL BE IN WRITING AND ARE REQUIRED TO BE SENT BY CERTIFIED LETTER, OVERNIGHT COURIER, OR DELIVERED IN PERSON TO: [\_\_\_\_\_]. ONLY NOTICES TO BENEFICIARY MEETING THE REQUIREMENTS OF THIS PARAGRAPH SHALL BE CONSIDERED VALID. ANY NOTICE TO BENEFICIARY WHICH IS NOT IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE VOID AND OF NO FORCE OR EFFECT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REASON OF OUR REFERENCE TO ANY AGREEMENTS OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO. ANY SUCH AGREEMENTS OR INSTRUMENT SHALL NOT BE DEEMED INCORPORATED HEREIN BY REFERENCE.

SINCERELY,  
NATIXIS  
NEW YORK BRANCH

---

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

EXHIBIT 1

[BENEFICIARY LETTERHEAD]

SIGHT DRAFT

[DATE]

NATIXIS  
1251 AVENUE OF THE AMERICAS, 5<sup>TH</sup> FLOOR  
NEW YORK, NY 10020  
ATTENTION: STANDBY LETTER OF CREDIT SECTION

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER \_\_\_\_\_

FOR VALUE RECEIVED, PAY TO THE ORDER OF \_\_\_\_\_ BY WIRE TRANSFER OF IMMEDIATELY  
AVAILABLE FUNDS TO THE FOLLOWING ACCOUNT:

[NAME OF ACCOUNT]  
[ACCOUNT NUMBER]  
[NAME AND ADDRESS OF BANK AT WHICH ACCOUNT IS MAINTAINED]  
[ABA NUMBER]  
[REFERENCE]

THE FOLLOWING AMOUNT:

[INSERT NUMBER OF DOLLARS IN WRITING] UNITED STATES DOLLARS  
(US\$ [INSERT NUMBER OF DOLLARS IN FIGURES])

DRAWN UPON YOUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ DATED  
\_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXHIBIT 2

DRAWING CERTIFICATE

[DATE]

NATIXIS  
1251 AVENUE OF THE AMERICAS, 5<sup>TH</sup> FLOOR  
NEW YORK, NY 10020  
ATTENTION: STANDBY LETTER OF CREDIT SECTION

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER \_\_\_\_\_

LADIES AND GENTLEMEN:

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF \_\_\_\_\_ (THE "BENEFICIARY") OF THE CAPTIONED LETTER OF CREDIT (THE "LETTER OF CREDIT"), HEREBY CERTIFIES TO \_\_\_\_\_. (THE "ISSUER") WITH RESPECT TO THE LETTER OF CREDIT (THE TERMS DEFINED THEREIN AND NOT OTHERWISE DEFINED HEREIN BEING USED HEREIN AS THEREIN DEFINED) THAT EITHER (1) OR (2) BELOW APPLIES:

- (1) (A) GEYSERS POWER COMPANY, LLC (THE "ACCOUNT PARTY") HAS DEFAULTED UNDER THAT CERTAIN \_\_\_\_\_ AGREEMENT DATED AS OF \_\_\_\_\_ BETWEEN THE ACCOUNT PARTY AND THE BENEFICIARY (THE "AGREEMENT") OR ANOTHER OCCASION PROVIDED FOR IN THE AGREEMENT WHERE BENEFICIARY IS AUTHORIZED TO DRAW ON THE LETTER OF CREDIT HAS OCCURRED

– AND –

(B) THE AMOUNT BEING DRAWN PURSUANT TO THIS CERTIFICATE IS AN AMOUNT THAT IS DUE AND OWING TO BENEFICIARY UNDER THE AGREEMENT BEYOND ANY APPLICABLE NOTICE OR GRACE PERIODS AND REMAINS UNPAID AT THE TIME OF THIS DRAWING.

-OR-

- (2) THE LETTER OF CREDIT WILL EXPIRE IN THIRTY (30) CALENDAR DAYS OR LESS AND THE ACCOUNT PARTY HAS NOT PROVIDED ALTERNATE SECURITY IN ACCORDANCE WITH THE AGREEMENT.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS DRAWING CERTIFICATE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT D**  
**FORM OF PARENT GUARANTEE**



**Calpine Corporation**  
**717 Texas Avenue; Suite**  
**1000**  
**Houston, Texas 77002**  
**713-830-2000**

**Guarantee**

This GUARANTEE dated as of \_\_\_\_\_ (the "Effective Date"), is made by Calpine Corporation, a Delaware corporation ("Calpine"), for the benefit of \_\_\_\_\_ ("Beneficiary").

WHEREAS, Beneficiary and Geysers Power Company, LLC, a Delaware limited liability company ("GPC") and a subsidiary of Calpine, have entered into that certain

NOW THEREFORE, for value received, and as an inducement to Beneficiary to enter into the Agreement with GPC, Calpine agrees as follows:

1. Guarantee. Calpine irrevocably and unconditionally guarantees (as primary obligor and not merely as surety) to Beneficiary (and its permitted successors, transferees and assigns) the prompt and complete payment when due, by acceleration or otherwise, of all amounts (whether present or future, actual or contingent) payable by GPC under the Agreement and any amendments thereto, whether or not such amounts become due before or after the effective date of this Guarantee (each an "Obligation"), commencing on the Effective Date and terminating on the fifth (5th) business day after prior written notice of termination of this Guarantee has been received by Beneficiary ("Termination Date"). The aggregate liability of Calpine under this Guarantee at any time shall not exceed U.S. \$ \_\_\_\_\_

\_\_\_\_\_, and shall be hereafter reduced in accordance with Schedule

1. This is a guarantee of payment and not of collection. If GPC fails to pay any Obligation for any reason, Calpine will pay or cause to be paid such Obligation directly for Beneficiary's benefit promptly upon Beneficiary's demand therefor and without Beneficiary having to make prior demand on GPC. All payments hereunder shall be made without reduction, whether by offset, payment in escrow, or otherwise, except to the extent of any defenses to payment or performance which GPC may have under the Agreement (other than (i) defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of GPC, the power or authority of GPC to enter into the Agreement, and to perform the Obligations, and the lack of validity or enforceability of the Agreement or any other documents executed in connection with the Agreement, and (ii) as specified or waived in this Guarantee, including, without limitation, in Sections 2 and 4 hereof). Calpine is liable for, and hereby indemnifies Beneficiary for Beneficiary's reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees and reasonable costs and disbursements incurred in any effort to collect or enforce any of the obligations under this Guarantee, whether or not any lawsuit is filed which amounts shall be payable to Beneficiary in addition to the aggregate liability specified above. Notwithstanding anything to the contrary herein, this Guarantee shall continue to be effective or reinstated, as the case may be, if at any time payment of the Obligations, or any part thereof, is rescinded or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy or reorganization of GPC or otherwise, all as though the payment of such Obligations had not been made.

2. Calpine's Obligation. Subject to paragraphs 1 and 3, Calpine's obligations and liability under this Guarantee are absolute and unconditional, shall remain in force until the Termination Date and shall continue to remain in force following the Termination Date with respect to any Obligations of

GPC arising with respect to the Agreement on or prior to the Termination Date and shall not be released or discharged for any reason whatsoever prior thereto, including, without limitation:

(i) the extension of time for payment or performance of any Obligation or the amendment, extension or renewal of the Agreement or any Obligation, except that any such extension, amendment or renewal shall not enlarge Calpine's obligations under this Guarantee and Calpine shall have the benefit of any such extension, amendment or renewal to the same extent as GPC (e.g., if GPC's time for payment of an Obligation has been extended, Calpine shall have no obligation under this Guarantee to make payment of such Obligation until such time as GPC is required under the extension to make payment);

(ii) any delay or failure by Beneficiary to enforce or exercise any right or remedy under the Agreement, or waiver by Beneficiary of any such right or remedy;

(iii) any transfer, assignment or mortgaging by Beneficiary of any interest in the Agreement or this Guarantee;

(iv) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets and liabilities, or the voluntary or involuntary receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceeding affecting GPC, or the disaffirmance of the Agreement in any such proceeding, and Beneficiary shall not be obligated to file any claim relating to the Obligations owing to it in the event that GPC becomes subject to a bankruptcy, reorganization, or a similar proceeding, and the failure of Beneficiary to so file shall not affect Calpine's obligations hereunder;

(v) any merger, consolidation or other reorganization to which GPC, Calpine or any related entity is a party, or any direct or indirect sale or disposition of Calpine's or GPC's assets or Calpine's direct or indirect ownership interest in GPC;

(vi) the existence, validity, enforceability, perfection, release, or extent of any collateral for such Obligations; or

(vii) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Calpine or the right of Calpine to proceed against GPC for reimbursement

3. Release and Assignment. Upon the transfer or assignment by GPC of the Agreement or any rights thereunder to any third party that is not an Affiliate (as defined in the Agreement) of Calpine pursuant to and in accordance with the terms of such Agreement, Calpine's obligations under this Guarantee shall be released and discharged with respect to the Agreement or rights thereunder, except with respect to Calpine's guarantee of any Obligations of GPC arising with respect to the Agreement entered into on or prior to the effective date of such assignment. Beneficiary hereby agrees to enter into any agreement to evidence, or otherwise provide adequate assurance of, any such release or discharge. Subject to the foregoing sentences, Calpine may not assign this Guarantee or its obligations thereunder without the prior written consent of Beneficiary, which consent of Beneficiary shall not be unreasonably withheld or delayed.

4. Waivers by Calpine. Calpine waives (i) notice of the acceptance of this Guarantee, demand or presentment for payment to GPC or the making of any protest, notice of the amount of the Obligations outstanding at any time, notice of failure to perform on the part of GPC, notice of any amendment, modification or waiver of or under the Agreement, and all other notices or demands not specified hereunder, and (ii) any requirement that Beneficiary exhaust any right or take any action against GPC, any collateral security or any other guarantor or surety.

5. Representations and Warranties. Calpine hereby represents and warrants that it has all necessary and appropriate powers and authority to execute and perform under this Guarantee and that such Guarantee constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights and by general principles of equity).

6. Miscellaneous. No provision of this Guarantee may be amended or waived except by a written instrument executed by Calpine and Beneficiary. This Guarantee shall not be deemed to benefit any person except GPC, Calpine and Beneficiary. This Guarantee supercedes and replaces any guarantees made by Calpine that pertain to the Agreement prior to the effective date of this Guarantee.

7. Law and Limitation of Liability. **THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. CALPINE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE. IN NO EVENT SHALL CALPINE BE LIABLE UNDER THIS GUARANTEE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES AND NO SUCH DAMAGES MAY BE AWARDED IN ANY PROCEEDING.**

8. Notices. Notices under this Guarantee shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four (4) business days after mailing if sent by certified, first class mail, return receipt requested. Any party may change its address to which notice is given hereunder by providing notice of same in accordance with this Section 8.

To Beneficiary:

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To Calpine:

Calpine Corporation  
717 Texas Avenue  
Suite 1000  
Houston, TX 77002  
Attn: Risk Management Counsel  
Fax: 713-830-8751  
Email: [CommodityContracts@Calpine.com](mailto:CommodityContracts@Calpine.com)

With copy to:

Geysers Power Company, LLC  
717 Texas Avenue  
Suite 1000  
Houston, TX 77002  
Attn: Director of Corporate Credit  
Email: [CreditGroup@Calpine.com](mailto:CreditGroup@Calpine.com)

IN WITNESS WHEREOF, Calpine has executed this Guarantee as of the date firstabove written.

CALPINE CORPORATION  
(a Delaware Corporation )

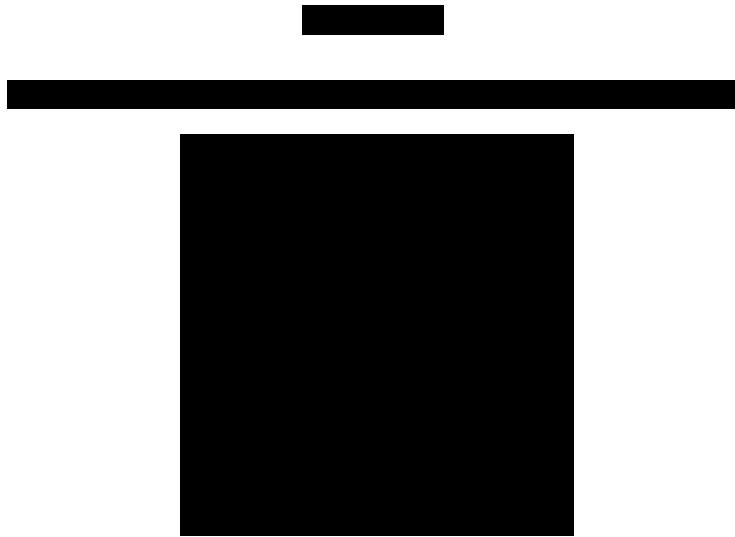
By:\_\_\_\_\_

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

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

Date:\_\_\_\_\_





**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

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

**FROM:** Jan Pepper, Chief Executive Officer  
KJ Janowski, Director of Marketing and Customer Relations

**SUBJECT:** Expanded Pilot of School District Energy/Sustainability Dashboards

**RECOMMENDATION**

Delegate authority to the Chief Executive Officer to finalize and execute a Contract with San Mateo County Office of Education (SMCOE) for up to \$249,660 over two (2) years to expand the school district energy and sustainability pilot that initially took place with the San Carlos School District in 2019-2020.

**BACKGROUND**

A key tactic in the Marketing section of Peninsula Clean Energy's strategic plan is to "[c]ontinue to support schools-based literacy programs focused on energy." Many of the supported programs have been led by the SMCOE as part of its Environmental Literacy and Sustainability Initiative and include the following:

- San Mateo Environmental Learning Collaborative (SMELC) Teacher Fellowship Program, a 10-month paid fellowship program with Continuing Education Unit (CEU) credits that builds teacher capacity for designing and delivering learning experiences that are student-centered, problem-project-based, solutions-oriented and integrate with real-world environmental justice issues
- SMELC Administrator Fellowship Program, a 10-month paid fellowship program with CEU credits that supports educational leaders to successfully drive environmental transformation across their school community and meet the increasing curricular and facilities mandates related to environmental literacy/sustainability and climate resiliency.
- The Youth Climate Ambassador Program, in collaboration with the Citizens Environmental Council of Burlingame and the County of San Mateo Office of Sustainability, offers a year-long program for 9-11<sup>th</sup> grade students to learn about social and environmental issues contributing to the global climate crisis and to develop and implement an impact project that addresses local sustainability issues.

These programs rely, at least partially, on schools as learning labs for climate solutions. Schools offer a great opportunity to understand what aspects of facilities and operations contribute to greenhouse gas emissions, and how to develop solutions to reduce these emissions. However, the challenge behind using a campus as a learning laboratory is that facilities operations and utilities data are typically very removed from student life, which makes accessing these systems and data challenging and often cumbersome. Furthermore, this data often lives in departments that are not used to packaging up data for public consumption, let alone for use in K-12 classrooms.

To address this challenge, the SMCOE, with funding from Peninsula Clean Energy, implemented a pilot of an Energy/Sustainability Dashboard that would make facilities and operations data – energy, water, waste, etc. – transparent and accessible for teachers, administrators, and students. The pilot was implemented by the San Carlos School District (SCSD) in the 2019-2020 academic year. Use of the pilot was limited due to COVID-19 limitations and staff turnover at SCSD. Therefore, it was not possible to adequately evaluate the impact of the dashboard in order to determine whether to expand the pilot to additional schools in the County.

## **DISCUSSION**

Staff is proposing further piloting that would include refinement and evaluation of the SCSD dashboard and the expansion of the pilots to include several additional districts that have demonstrated readiness to take on such a pilot. These districts include two for which a baseline buildings analysis has been completed: Ravenswood City School District, a diverse K-8 district, and San Mateo Union High School District, which would expand the usage beyond grade 8. Staff is proposing providing funding sufficient to address these district pilots and one additional district over a two-year time period.

Staff is seeking approval by the Board for the contract with SMCOE to expand the pilot of school district energy/sustainability dashboards. Under the contract, SMCOE will provide:

1. Technical Assistance Support – to work with the school districts to plan and implement the dashboards and curriculum entry points, coordinate design and development with the dashboard vendor, train district leads and curriculum staff and evaluate the implementation of the dashboard.
2. Engagement of a Climate Corps Fellow – to work with district stakeholders to complete the technical assessment and development of the dashboard and provide training support for implementation.
3. Fund Administration – of dashboard implementation fees and the first two years of annual subscription fees.
4. Pilot Evaluation – SMCOE will develop evaluation criteria to assess the impact of the dashboard pilots.

## **STRATEGIC PLAN**

A key tactic in the Marketing section of Peninsula Clean Energy's strategic plan is to "[c]ontinue to support schools-based literacy programs focused on energy." This tactic supports one of the marketing objectives to "[e]ducate and engage stakeholders in order to gather input, inspire action, and drive program participation."

**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 SAN MATEO COUNTY OFFICE OF  
EDUCATION FOR EXPANDED PILOT OF SCHOOL DISTRICT  
ENERGY/SUSTAINABILITY DASHBOARDS IN AN AMOUNT NOT TO EXCEED  
\$249,660 OVER TWO YEARS**

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

**WHEREAS**, Peninsula Clean Energy was formed on February 20, 2016; and

**WHEREAS**, Peninsula Clean Energy desires to continue to support schools-based literacy programs focused on energy; and

**WHEREAS**, Peninsula Clean Energy wishes to facilitate schools as learning labs for climate solutions by enabling the adoption of energy and facilities dashboard systems to help make facilities and operations data transparent and accessible for teachers, administrators, and students; and

**WHEREAS,** Peninsula Clean Energy previously provided \$34,500 in grant funds to the San Mateo County Office of Education for the purposes of piloting an energy and facilities dashboard system to help make facilities and operations data transparent and accessible for teachers, administrators and students; and

**WHEREAS,** an expansion of this pilot program will provide up to three additional school districts to pilot such dashboard systems and allow for the evaluation of the impact of such systems.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to finalize and execute an agreement with San Mateo County Office of Education in an amount not to exceed \$249,660 over two years and in a form approved by the General Counsel.

\* \* \* \* \*

# **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND SAN MATEO COUNTY OFFICE OF EDUCATION**

This Agreement is entered into this **27th day of August 2021** by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and the San Mateo County Office of Education (SMCOE), 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 expanding the school district energy and sustainability dashboard pilot that initially took place with the San Carlos School District in 2019-2020. This expansion will enable the deployment of dashboard pilots in up to three additional school districts in San Mateo County.

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

## **1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

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

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

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or

quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed **two hundred forty nine thousand six hundred and sixty dollars (\$249,660)**. 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 August 27, 2021 through August 26, 2023.

#### **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 that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. 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](mailto: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 PCEA.

**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/No	Motor Vehicle Liability Insurance (Yes, if motor vehicle is used in performing services)	\$1,000,000
Yes/No	Professional Liability Insurance (Yes, if Contractor is a licensed professional)	\$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. Confidential Information**

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term "Confidential Information" includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov't Code Section 6250, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

(c) As practicable, PCEA shall mark Confidential Information with the words “Confidential” or “Confidential Material” or with words of similar import, or, if that is not possible, PCEA shall notify the Contractor (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. PCEA’s failure or delay, for whatever reason, to mark or notify Contractor at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA’s exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts, notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor’s off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor’s option. The obligations of this provision will survive termination or expiration of this Agreement.

## **16. Data Security**

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident (“Personal Information”), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA’s express written consent. For purposes of this provision, security procedures are “reasonable and appropriate” when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and government rules or directives applicable to the Contractor in connection with its access of Personal Information.

## **17. 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.

#### **18. 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.

#### **19. 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.

#### **20. 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:  
Address:  
Telephone:  
Email:

## **21. 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.

## **22. 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: \_\_\_\_\_

[CONTRACTOR NAME]

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

## **Exhibit A**

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

A key part of the SMCOE Environmental Literacy and Sustainability Initiative is supporting districts and schools with technical assistance for sustainability and climate resiliency in campus facilities and operations. This project seeks to move forward sustainability efforts in districts and schools, and has been developed in response to needs that have been identified by multiple stakeholders in San Mateo County school communities. The purpose of the campus dashboard is to make facilities and operations data - *energy, water, waste, procurement, etc.* - transparent and accessible for use by multiple stakeholders (administrators, teachers and students) for awareness, advocacy, and action.

This project expands on the dashboard pilot project that took place in partnership with Peninsula Clean Energy, San Carlos School District, and SMCOE in 2019-20. The expanded pilot will focus on the following school districts that have decision makers (superintendents, CBOs, and facilities managers) who have expressed interest in piloting an energy and sustainability dashboard.

- San Carlos School District (SCSD) – Complete pilot project which was disrupted by COVID-19 and staff turnover.
- Ravenswood City School District
- San Mateo Union High School District
- One additional school district to be determined. (Menlo Park City School District and Bayshore School Districts are possibilities.)

SMCOE will provide the following Technical Assistance Support:

- Buy-In: SMCOE will work with districts in a series of initial stakeholder engagement meetings to establish buy-in for the project. During this stage, districts must establish the following:
  - a point of contact who has access to the appropriate data
  - a commitment to implement
  - a commitment by the district to fund the dashboard subscription fees after the initial funding by Peninsula Clean Energy has elapsed
  - agreements for using dashboard template (or at least core components)
- Assessment and Planning: SMCOE will support the district to assess facilities that can be used in the dashboard, as well as curriculum entry points. This includes support for gathering necessary technical data, as well as planning for which stakeholders will be most involved in the project for curriculum.

- Implementation: SMCOE will support district leaders to follow through with dashboard vendor, including the development and design of the dashboard. SMCOE will also conduct initial training with lead districts and curriculum staff.
- Evaluation: SMCOE will support districts to evaluate the overall implementation of the dashboard in the first two years of the project.

SMCOE will engage a Climate Corps Fellow who will be responsible for following through on partnerships that have been established by SMCOE's Environmental Literacy and Sustainability Coordinator. This will require working with district stakeholders (facilities, CBOs, instructional leads, etc.) to complete the technical assessment and development of the dashboard, as well as training support for implementation by facilities and curriculum leads.

SMCOE will administer funds to pay the dashboard vendor implementation fees and the first two years of annual subscription fees for each district dashboard pilot.

Each year SMCOE will work with the Climate Corps Fellow and district partners to evaluate the implementation of these dashboards in each district and capture stories of success. SMCOE will develop evaluation criteria for the expanded dashboard pilot that may include the following:

- Number of dashboards that are live and populated with current data streams
- Number of teachers (and associated students) using the dashboard for curricular purposes
- Number of schools in the district using the dashboard within curriculum
- Number of students using the dashboard in co-curricular programs
- Commitment to continued use of dashboard in future years
- Use of dashboard by district and site level facilities and business staff
- Cost savings, if any, experienced by the school district through the use of the dashboard

## **Exhibit B**

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

### **Projected Costs**

Actual cost of Climate Corps Fellow may vary depending on subsidies from AmeriCorps. Actual vendor fees, including implementation, license/subscription fees, training and other charges are estimates and may vary by school district based upon number of schools and other factors.

<b>Item</b>	<b>Y1</b> Up to 3 new pilot districts plus SCSD	<b>Y2</b>	<b>Description</b>
SEI Climate Corps Fellow	\$41,000*	43,000*	Climate Corps Fellow serves in a 10 month internship that generally runs from September through June.
Pilot Dashboards with <a href="#">Atrius Building Insights</a> or other equal vendor	\$75,000	0	The assumption is that each dashboard's start-up cost is somewhere around \$25,000. Start-up costs include hardware, software license, data fees, and training.
Annual Subscriptions	\$30,000	\$30,000	The assumption is annual subscription is in the range of \$5,000 - \$10,000. After the first two years of subscription fees, paid for by Peninsula Clean Energy, this will be an ongoing expense for school districts.
Indirect Expenses for SMCOE at 14%	\$20,440	\$10,220	Indirect expenses are applied to administrative costs and other associated project costs incurred by SMCOE for overseeing the project, supporting technical assistance, and for administering the funding for dashboard grants.
<b>Total</b>	<b>\$166,440</b>	<b>\$83,220</b>	

*\*The cost of the Climate Corps Fellow ranges from \$28 - \$41,000, depending on whether or not the fellowship is subsidized by AmeriCorps, and the cost of fellows generally goes up each year by about \$500 - \$2,000.*

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** August 12, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**CORRECTED DATE:** August 27, 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  
Rafael Reyes, Director of Energy Programs

**SUBJECT:** Approve Building Electrification On-Bill Financing Program

**RECOMMENDATION**

Approval of an on-bill finance program with \$1 million loan capital.

**BACKGROUND**

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions in the service territory. California's goal is to be carbon neutral by 2045, which PCE aims to support through investment in local community programs. Methane gas usage in buildings accounts for 20% of directly inventoried GHG emissions in the region; however actual GHGs is estimated to be higher, likely significantly, when accounting for fugitive emissions from methane leakage in the supply chain from extraction to distribution and use. Reducing GHG from existing building stock is critical in achieving decarbonization in the service territory.

In September 2018, the Board approved the PCE Program Roadmap, which identifies programs for 2019 and beyond to include measures on building electrification. Based on that roadmap, PCE developed programs to provide: a) technical assistance for local governments to adopt local building code enhancements, or "reach codes", to deliver increased EV readiness and all-electric buildings in new construction, b) technical assistance to developers and designers on electric and EV-ready design, c) a building electrification consumer awareness, and d) an existing buildings program with appliance rebates, low-income home upgrades, and technology pilots. These programs are ongoing.

In order to achieve comprehensive decarbonization by 2045, significant reductions will have to be achieved in the building sector by electrifying all the existing buildings. But

consumer economics of building electrification of existing buildings is currently not favorable for our customers. PCE currently offers a rebate for electric heat pump water heater (HPWH) installation in partnership with the regional BayREN Home+ program. Through this program PCE offers up to \$1500 for market rate customers to replace an existing methane gas water heater with a HPWH, and BayREN offers a rebate of \$1000, for a combined total rebate of \$2500 to the customer. Incentive “adders” are available for panel upgrades (up to \$1500) and for low-income customers (up to \$1000).

Analysis by program staff indicates that there are approximately 200,000 single family residential units (1-4 units) in San Mateo County, most of which have methane gas appliances for space and water heating, clothes drying and cooking. The residential building sector contributes to approximately 66% GHG emissions attributed to methane gas use. On an average installation of HPWHs costs \$5,000 and are higher than gas alternatives in most cases. Heat pump space conditioning install cost are roughly comparable to gas alternatives installed with air conditioning added but costs vary significantly and can reach \$16,000 or more in single family homes depending on the need for panel upgrades and other factors. PCE’s rebates help eliminate some of the upfront cost barriers for HPWHs, but our rebate budget alone will be insufficient for the large volume of replacements required to meet the 2045 goal. In addition, local jurisdictions including Half Moon Bay and Menlo Park are currently working on adopting existing building electrification ordinances. Local policies can be successful if the mechanisms are in place to help minimize the barriers. Financing can help reduce barriers by eliminating the upfront cost.

## **DISCUSSION**

Currently, the residential market is not well served by available finance options. PG&E offers financing in the commercial sector only. Private finance exists, including through Property Assessed Clean Energy programs (PACE) however, PACE programs have complex underwriting and include placing a lien on the property, making the transaction very cumbersome. In addition, PACE programs have high interest rates (typically 7% or more) and there have been complaints of detrimental consumer practices. The California State Treasurer’s Office operates the Residential Energy Efficiency Loan Assistance Program (REEL) however it has received very low utilization, in part due to very limited reach with only 8 participating credit unions supporting the program.

An alternative widely used financing mechanism for behind-the-meter energy upgrades is On-Bill Financing (OBF). OBF programs involve repaying financing for energy-related improvements on the customer’s utility bill. OBF programs have been operating for over 30 years across the country and are favorable for various reasons. First, making utility bill payments is a routine part of a customer’s life and it reduces their complexity. Second, a review of 27 OBF programs across the country in a US DOE study<sup>1</sup> found that the median default rates for these programs is extremely low - 0.08% for residential programs whose loan volume was over \$1 billion to over 180,000 participants with an average loan of just under \$5,800. Third, the low default rates can allow program implementers like PCE to

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<sup>1</sup> [https://www7.eere.energy.gov/seeaction/sites/default/files/pdfs/onbill\\_financing.pdf](https://www7.eere.energy.gov/seeaction/sites/default/files/pdfs/onbill_financing.pdf)

offer 0% loans to customer which in-turn can help increase the program uptake. Last, OBF can apply to a wide range of behind-the-meter energy related improvements including building electrification, solar and storage, and EV infrastructure.

Some peer agencies are taking steps on financing. Silicon Valley Clean Energy (SVCE) has identified accessible financing as a cornerstone action for existing buildings in their Building Decarbonization Joint Action Plan<sup>2</sup> released in Nov 2020. Sonoma Clean Power (SCP) launched an OBF program in March 2021. SCP's Board approved a \$1M revolving capital fund for the program. SCP's program offers a maximum of \$10,000 loans for up to 10 years with 0% interest to its customers. The loan terms require the customer to be the homeowner where improvements will be made and be in good standing for at least the last 3 billing cycles. SCP's OBF program supports building electrification improvements like HPWHs and heat pump HVAC, energy efficiency improvements and batteries. As of June 2021, their program had received over 32 applications, with an average loan amount of \$3750 per customer.

### **PCE's On-Bill Finance Program Proposal**

The On-Bill Finance (OBF) Program would be offered to PCE residential service customers in good standing to fund the cost of purchasing and installing eligible building electrification and related improvements.

The proposed OBF program would allow qualified customers to receive 0% interest, no-fee, unsecured financing for eligible improvements. Financing would be available to qualified customers for up to 100% of the actual installed cost of eligible improvements, less rebates or incentives received by the customer from PCE or BayREN Home+ program. The maximum loan amount available per customer is proposed to be \$10,000 with a maximum loan term of 10 years.

To qualify for the program, the Customer would need to satisfy the following conditions:

1. Be an active PCE customer on a residential rate with at least one account at the property where improvements would be made.
2. Have \$0.00 past-due balance on at least three of its most recent PG&E bill statements. No other underwriting would be done.
3. Be the owner of the property and have lawful authority to initiate and install improvements.

These terms are consistent with successful similar programs nationally.

PCE's OBF program offering would be integrated with the existing regional BayREN Home+ program, similar to our current HPWH rebate program. Eligible electrification improvements would include heat pump water heaters, heat pump HVAC, induction cooking, heat pump dryers and any electrical panel upgrades that may be required.

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<sup>2</sup> [https://www.svcleanenergy.org/wp-content/uploads/2020/02/Building-Decarbonization-Joint-Action-Plan\\_011821-web.pdf](https://www.svcleanenergy.org/wp-content/uploads/2020/02/Building-Decarbonization-Joint-Action-Plan_011821-web.pdf)

Eligible measures, amount financed, term and other elements may be adapted over time based on program needs.

The customer experience is anticipated to be as follows:

1. Customer learns about the OBF program either through PCE marketing or directly from a BayREN participating contractor (Contractor)
2. Customer receives a bid for eligible improvements from the Contractor
3. Customer provides PCE staff the Contractor bid and executes an OBF agreement that defines the loan terms
4. Customer works with the Contractor to install the eligible improvements as per the executed OBF agreement
5. Contractor submits project close-out documents on behalf of the Customer
6. Customer has no out-of-pocket first costs for up to \$10,000. Any eligible rebates are directed to the Contractor. PCE pays the Contractor directly after successfully completing the improvements
7. The fixed monthly loan payment is added to the Customer's electric utility bill within 1 or 2 billing cycles
8. Once the OBF payment is added, Customer makes monthly repayments towards the OBF loan

The fixed monthly loan repayment amount will be billed as a line item on the customer's electric bill. Repayment amounts will be determined by funding limits and loan terms. The OBF loans are unsecured and as with PCE's energy charges on the customer bill, non-payment of these loans is not allowed for disconnection of service. As part of the loan agreement with PCE for the loan, Customers will be required to pay the loan in full should they decide to close their electricity account or opt back to PG&E bundled service. Given the historical low default rates for OBF loans nationally, it is anticipated that default rates will be extremely low, consistent with the DOE analysis.

### **Future Financing Measures**

The proposed OBF program is intended to serve as an initial step to facilitate the early-stage electrification market and is aimed primarily at single-family homeowners, the most likely initial segment for electrification. Additional steps will be required to serve other segments of the market. This includes the implementation of a "tariffed on-bill" (TOB) program which allows financing to be associated with a meter and survive turnover of an account which may occur when a property is sold or, in the case of rentals, tenant turnover. TOB can provide an option for supporting renters and lowers default risk. However, community choice energy agencies currently do not have the authority to implement TOB. PCE is working with the Building Decarbonization Coalition to explore policy pathways to enable TOB.

In addition, it is anticipated that the OBF program may support 2-5 years' worth of transactions and that the capital needs will grow, likely significantly in the years beyond that. As an example, currently an estimated over 12,000 water heaters are replaced in the County every year. If all the water heaters were replaced with HPWH, the total capital requirement would be approximately \$60 million. While PCE may be able to support some



additional capital, substantially greater capital funds are likely to be needed to support the scale of electrification in the future. Options such as state funding, bonds, or private capital may be appropriate to explore as the market develops.

Future reports to the Board are expected to address TOB and longer-term finance capitalization.

### **FISCAL IMPACT**

The OBF program would utilize up to \$1,000,000 in loan capital that will be treated as a balance sheet asset and is not part of the annual budget. Customer repayments will also go to the balance sheet to replenish the funds loaned and will not show as income. Should any customers default, those costs will show as expenses to PCE. The \$1,000,000 of upfront capital funding will be returned to PCE as customers pay each appropriate OBF monthly payment over the loan term. The program would include administrative expenses estimated at up to \$50,000 for initial software setup and contractor training by the BayREN administrator plus up to \$10,000 per year in loan write-offs. Administrative and write-off costs would be within approved Programs budget.

### **STRATEGIC PLAN**

The proposed program supports the following elements of the 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 C:

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

**RESOLUTION NO. \_\_\_\_\_**

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

\* \* \* \* \*

**RESOLUTION APPROVING ON-BILL FINANCE PROGRAM FOR \$1,000,000 IN  
ONGOING LOAN CAPITAL AND PROGRAM COSTS OF \$50,000 FOR STARTUP  
COSTS IN THE FIRST YEAR AND \$10,000 ANNUALLY FOR LOAN WRITE-OFFS**

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

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

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

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

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

**WHEREAS**, facilitating the replacement of natural gas appliances with electric appliances in existing buildings to reduce greenhouse gasses is part of PCE's program roadmap approved by the Board.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board approves allocation of \$1,000,000 in capital from PCE reserves, up to \$50,000 in startup program costs, and ongoing program costs of \$10,000 per year for loan write-offs.

\* \* \* \* \*

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

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

**FROM:** Andy Stern, Chief Financial Officer  
Leslie Brown, Director of Account Services

**SUBJECT:** Approve Peninsula Clean Energy's Standard Rate Making Methodology for Los Banos Customers

**RECOMMENDATION**

Approve a Resolution confirming Peninsula Clean Energy's rate making methodology to maintain a discount in generation charges for ECOplus rates compared to PG&E generation rates (currently set at a 5% discount).

**BACKGROUND**

Since launching service in October 2016, PCE has approached rate making for customers in San Mateo County with the following methodology:

***Peninsula Clean Energy (PCE) Generation Rate =***

***(PG&E Generation Rate \* 0.95) - (PCIA 2016 Vintage<sup>1</sup>) - (FFS 2016 Vintage)***

In 2022, PCE will be expanding service to the City of Los Banos, with most customers enrolling in April 2022. Customers in Los Banos will be subject to different PCIA and FFS rates than customers in San Mateo County because the vintage year is set at the time of the territory enrollment. The 2016 and 2021 PCIA and FFS rates for each geographic area vary and will continue to vary for the foreseeable future.

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<sup>1</sup> "Vintage" refers to the default PCIA surcharge rate assessed to San Mateo County customers. It is set at 2016 because that is the vintage year that San Mateo County customers departed PG&E generation service. Los Banos customers will be assigned a vintage year of 2021 to correspond when they depart PG&E generation service.

## **DISCUSSION**

Staff met with a sub-committee of the Board during May and June to discuss various options for approaching rate making in Los Banos. As a result of those discussions PCE Staff is recommending that we continue with the same rate making methodology for Los Banos that we use for San Mateo County which will result in PCE needing to maintain a separate rate table for Los Banos. While maintaining more than one rate table adds some additional complexity for both PCE staff and PCE's backend services provider, Calpine, Staff believes that this approach is the best course of action at this time due to the volatility in PCIA rates so that customers in both jurisdictions will have ECOplus rates calculated based on their prevalent Vintage year. This approach will ensure that customers in both Los Banos and San Mateo County pay receive the same overall discount from PG&E's electricity generation rates by paying the same overall rate for electricity use.

## **FISCAL IMPACT**

Adoption of this approach ensures that customers in each jurisdiction (San Mateo County and Los Banos) will have rates calculated based on the most prevalent PCIA vintage in their respective jurisdiction. Regardless of their location, PCE customers will have rates that reflect the then current generation discount relative to PG&E's rates (currently set at 5%). On an ongoing basis, PCE's rates will be adjusted for each jurisdiction in line with PG&E's generation rate changes and then reduced or increased to maintain the Board-approved discount. Net generation costs to the customer will be the same for both jurisdictions. However, because the PCIA surcharge varies significantly by vintage year, the distribution of generation related charges between PCE and PG&E will vary between San Mateo County and Los Banos.

## **STRATEGIC PLAN**

Applying the existing rate making methodology to Los Banos allows PCE to maintain the current net 5% discount value proposition for all customers, and 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 CONTINUING PENINSULA CLEAN ENERGY'S RATE  
MAKING METHODOLOGY TO LOS BANOS CUSTOMERS TO MAINTAIN A 5%  
DISCOUNT IN GENERATION CHARGES AS COMPARED TO PG&E**

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**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 residents and businesses; and

**WHEREAS**, on October 22, 2020 the PCEA Board of Directors adopted a Resolution to expand CCA service to the City of Los Banos in 2022; and

**WHEREAS**, PCEA Board of Directors is committed to providing a 5% generation discount to customers in both San Mateo County and the City of Los Banos.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board authorizes the continuation of PCE's rate making methodology to customers in Los Banos in order to maintain a net 5% discount in generation charges compared to PG&E.

\* \* \* \* \*

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** August 16, 2021  
**COMMITTEE MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Vote

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

**FROM:** Andy Stern, Chief Financial Officer

**SUBJECT:** Resolution Approving the Sixth Amended and Restated Agreement with Janis C. Pepper

**RECOMMENDATION**

The Board's Ad Hoc Committee recommends that the Board approve the Sixth Amended and Restated Agreement with Janis C. Pepper, extending the date of her term of employment by one (1) year from the current June 30, 2023, through June 30, 2024 and (2) providing an increase in her annual base salary of five percent (5%) to \$357,210.00, effective July 1, 2021.

**BACKGROUND/CURRENT STATUS**

PCEA signed an employment agreement with Jan pepper to be the CEO of the company effective on May 27, 2016. Since then, the Board has authorized or made effective amendments or restatements on or about June 22, 2017, June 26, 2018, January 24, 2019, and most recently, on October 22, 2020.

The Ad Hoc Committee engaged with an outside consultant to assist in the evaluation of Ms. Pepper's performance and perform an analysis of various contributors to overall compensation (including salary, retirement contributions, benefits, and time off) in comparison with other nearby and comparable CCAs. The Board also conducted a Performance Review in Closed Session. Following those reviews and analysis, the Ad Hoc Committee is recommending the above salary and employment term changes to the current employment agreement.



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

\* \* \* \* \*

**RESOLUTION APPROVING THE SIXTH AMENDED AND RESTATED AGREEMENT  
WITH JANIS C. PEPPER**

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

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

**WHEREAS**, Janis Pepper has been the Chief Executive Officer of PCEA since May 27, 2016; and

**WHEREAS**, an agreement between PCEA and Janis Pepper was executed on May 12, 2016 and amended or replaced on June 22, 2017, July 26, 2018, January 24, 2019, June 24, 2019, and, most recently, on October 22, 2020; and

**WHEREAS**, the Board of Directors met on June 24, 2021 in Closed Session to conduct an annual review Ms. Pepper's performance; and

**WHEREAS**, an Ad Hoc Committee of PCEA's Board of Directors contracted with an outside third-party consultant to perform a detailed analysis of various inputs to compensation, including benefits, time off and salary, and compared that analysis to data from other CCAs and met several times to agree upon recommendations; and

**WHEREAS**, the Ad Hoc Committee now recommends that PCEA sign a Sixth Amended and Restated contract with Ms. Pepper consistent with that review and analysis; and

**WHEREAS**, this Board has been presented with a form of such agreement and has examined and approved same as to both form and content and desires to enter into the same.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Chair of Peninsula Clean Energy be, and hereby is authorized and directed to execute said Sixth Amended and Restated Agreement with Janis C. Pepper for and on behalf of Peninsula Clean Energy, and the Clerk of the Board may attest the Chair's signature thereto.

\* \* \* \* \*

**SIXTH AMENDED AND RESTATED AGREEMENT BETWEEN  
THE PENINSULA CLEAN  
ENERGY AUTHORITY AND JANIS C. PEPPER FOR  
SERVICE AS CHIEF EXECUTIVE OFFICER**

THIS SIXTH AMENDED AND RESTATED AGREEMENT is entered into this 22nd day of July, 2021, between the PENINSULA CLEAN ENERGY AUTHORITY (“PCEA”), a joint powers agency established by the County of San Mateo and Cities within the County, and JANIS C. PEPPER (“CEO”).

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

**WHEREAS**, PCEA previously conducted a thorough recruitment and selected JANIS C. PEPPER as the CEO of PCEA;

**WHEREAS**, PCEA and CEO fully executed an employment agreement (dated May 12, 2016) (“May 12th Agreement”);

**WHEREAS**, PCEA and CEO fully executed an first amended employment agreement (dated June 22, 2017) (“June 22nd Amendment”);

**WHEREAS**, PCEA and CEO fully executed a second amended employment agreement (dated July 26, 2018) (“July 26th Amendment”);

**WHEREAS**, PCEA and CEO fully executed a third amended employment agreement (dated January 24, 2019) (“January 24th Amendment”);

**WHEREAS**, PCEA and CEO fully executed a fourth amended employment agreement (dated August 22, 2019) (“August 22nd Amendment”);

**WHEREAS**, PCEA and CEO fully executed a fifth amended employment agreement (dated October 22, 2020) (“October 22nd Amendment”);

**WHEREAS**, CEO has served PCEA well for the last year, continuing to manage a growing enterprise, and desires to continue to perform services for PCEA on the terms and conditions contained in this Agreement, which amends and restates the May 12th Agreement, June 22nd Amendment, July 26th Amendment, January 24th Amendment, August 22nd Amendment and October 22nd Amendment, replacing all six in their entirety.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

1. JANIS C. PEPPER is hereby employed as CEO of PCEA pursuant to this Agreement. This Agreement, and CEO's term of employment, commenced on or about May 27, 2016, and ends on June 30, 2024. The specification of a term indicates only the maximum length of this Agreement and is not a guarantee of employment for any period of time. CEO is an at-will employee and shall serve at the pleasure of the PCEA Board of Directors ("PCEA Board"). PCEA may terminate this Agreement, without cause, at any time for any reason effective immediately upon written notice. CEO may terminate this agreement, without cause, at any time for any reason upon 60 days written notice. If notice of non-renewal is not given by the PCEA Board to the CEO three months prior to the termination date, this Agreement shall renew for successive one-year terms, from July 1 to June 30 of succeeding years.

2. CEO shall be responsible for the day-to-day administration of PCEA under the direction of PCEA Board. CEO shall seek advice and assistance from the Executive Committee and any other committee constituted by PCEA for that purpose. Duties to be performed by CEO are set forth in the job description attached as Exhibit A to this Agreement. CEO shall devote her full-time efforts to the performance of the duties of CEO of the PCEA.

3. Beginning retroactive to July 1, 2021, CEO shall receive an annual salary of THREE HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED TEN DOLLARS (\$357,210.00) in 24 bimonthly installments of \$14,883.75. This salary will remain in effect until at least June 30, 2024. This increased annual salary, which represents a 5.0% increase over CEO's previous annual salary, is the result of the Board's determination that the CEO has met the milestones that the Board set and evaluated as well as a market adjustment based on a comparative review of other salaries in the market.

4. Any further salary increase will be made in conjunction with CEO's annual performance reviews, which will take place on or about June 30th of each succeeding year. The determination of whether any salary adjustments are merited and the amount of the adjustments are within the sole discretion of the PCEA Board, whose decision shall be final.

5. PCEA shall provide CEO with a Defined Contribution Plan or Plans. The Plan(s) will provide for a matching contribution from PCEA in the same manner and amount as that currently provided to other PCEA staff. The matching contribution from PCEA will vest in accordance with the vesting terms established for other PCEA employees set forth in the Plan(s) but in no event will the vesting period exceed four years.

6. CEO shall accrue paid leave and such paid leave shall be accrued and capped in a manner consistent with that of other PCEA employees. In addition, CEO shall be provided 40 hours of supplementary paid CEO Leave, which will be added directly to and treated in the same manner as the "Management Leave" she and other PCEA managers already receive as described in Version 3 of the PCE Employee Handbook (June 2020).

7. CEO shall be provided with paid holidays in conformance with the paid holidays established for other PCEA employees.

8. CEO is eligible for health, vision, dental and other benefits in the same manner and cost as other PCEA employees.

9. During the employment term PCEA shall reimburse CEO for budgeted and reasonable out-of-pocket expenses incurred in connection with PCEA's business, including reasonable expenses for mileage, travel, conferences, and membership dues in professional organizations that are appropriate to PCEA's goals, as approved by the Chair of the Board.

10. PCEA shall pay CEO for all services through the effective date of termination. CEO shall have no right to any additional compensation or payment, except as provided below and except for any accrued and vested benefits.

a. If PCEA terminates this Agreement (thereby terminating CEO's employment) without cause, PCEA shall pay CEO a lump sum severance benefit equal to six (6) months of her then applicable base salary thereafter.

b. If PCEA terminates this Agreement (thereby terminating CEO's employment) with cause, CEO shall not be entitled to any severance. As used in this Agreement, cause shall mean termination due to:

(1) A judgment or adverse determination by any court, the State Attorney General, a grand jury, or the California Fair Political Practices Commission involving any misconduct in the course and scope of duties, including but not limited to: intentional tort or violation of any statute or law constituting misconduct in office, misuse of public funds or conflict of interest;

(2) Conviction of a felony;

(3) Conviction of a misdemeanor arising out of CEO's duties under this Agreement and involving a willful or intentional violation of law or any crime of moral turpitude;

(4) Willful abandonment of duties;

(5) A pattern of repeated, willful and intentional failures to carry out materially significant and legally constituted policy decisions of the Board made by the Board as a body or persistent and willful violation of properly established rules and procedures; and

(6) Any other action or inaction by CEO that materially and substantially harms PCEA's interests, materially and substantially impedes or disrupts the performance of PCEA, or that is detrimental to employee safety or public safety.

c. If CEO terminates this Agreement (thereby terminating CEO's employment), CEO shall not be entitled to any severance.

d. Any other term of this Agreement notwithstanding, the maximum severance that CEO may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event CEO is convicted of a crime involving an abuse of office or position, CEO shall reimburse the PCEA for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 – 53243.4.

11. This Agreement represents the entire agreement between the parties with respect to the subject matter addressed herein, and any previous agreements between the parties, whether written or oral, with respect to the subject matter of this agreement are of no further force and

effect. All subsequent modifications of this agreement shall not be effective unless set forth in writing and executed by CEO and by Resolution of PCEA Board.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year written below.

Dated \_\_\_\_\_

PENINSULA CLEAN ENERGY AUTHORITY

By \_\_\_\_\_

Rick DeGolia  
Chair, PCEA Board of Directors

ATTEST:

\_\_\_\_\_  
General Counsel

Dated \_\_\_\_\_

By \_\_\_\_\_

Janis C. Pepper



**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 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 Relations &  
Leslie Brown, Director of Account Services

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

**BACKGROUND**

The Marketing, Community Relations, 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.

**Heat Pump Water Heater (HPWH) Incentive Program**

Marketing is supporting the program goal to install 200 heat pump water heaters in the first two years. As of August 8, 2021, we have had more than 13,000 unique visitors to the HPWH incentive page through owned media (email) and paid digital advertising.

**Electric Vehicle (EV) Campaign**

The expanded Used EV program was launched on August 9, 2021 and will be supported via digital ads and email marketing in addition to the outreach efforts by our implementation partner, Grid Alternatives.

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

Power On Peninsula is the innovative Peninsula Clean Energy program that is helping residents maintain power during grid outages. Through our relationship with Sunrun, this program offers grid storage that helps reduce greenhouse gas emissions and move Peninsula Clean Energy toward its goal of 100% renewable energy. We continue co-marketing efforts with Sunrun, including an upcoming postal mail and email campaign to homeowners.

### **Building Electrification Awareness Program**

We are promoting selected [all-electric projects](#) in social media.

### **CalCCA Annual Meeting (November 29 to December 1, 2021)**

Peninsula Clean Energy, along with San Jose Clean Energy and Silicon Valley Clean Energy, is a co-host of the CalCCA meeting. The hybrid event is currently planned to take place virtually and at the San Jose Convention Center.

### **Schools Engagement Programs**

The 2020-2021 Energize College Fellows and internship program at the San Mateo County Community College District sponsored by Peninsula Clean Energy wrapped up its year and provided a final report summarizing the intern projects and impact. A contract for 2021-2022 academic year, authorized by the Board of Directors, is being executed.

The San Mateo Environmental Learning Collaborative (SMLEC) Teacher Fellowship program starts this month. Ten teachers have signed up for the Energy Track, which is supported by Peninsula Clean Energy. The SMELC Admin Fellowship program is underway with 13 fellows from San Mateo County.

We are proposing an expanded pilot of the Energy and Sustainability Dashboard. This proposal was presented to the Executive Committee on August 9, 2021. A proposed contract, incorporating recommendations from the Executive Committee, is part of this month's board packet.

### **News & Media**

Peninsula Clean Energy issued one news release since our last monthly report to the Board of Directors:

- [Peninsula Clean Energy Expands Used Electric Vehicle Program](#)

Full coverage of Peninsula Clean Energy in the news can be found on our [News & Media](#) webpage. Also included in this month's board packet is a Media Relations Report summarizing activities and coverage during the second quarter of 2021.

## **Market Research**

The annual survey of residents' awareness, perceptions and attitudes has been completed. Topline results were presented at the August 9, 2021 Executive Committee and a Market Research Memo is part of this month's board packet.

## **Hiring**

Vanessa Shin started on July 19 in the role of Community Outreach Associate. Marketing is currently recruiting for a Community Outreach Specialist/Manager for Los Banos, to replace Jennike Uribe who has resigned due to unforeseen family care needs.

There is currently a recruitment underway for an Account Services Specialist/Analyst to replace Michael Totah on the Account Services team.

## **ENROLLMENT UPDATE**

### **ECO100 Statistics (since June report)**

Total ECO100 accounts at end of July:	6,175
ECO100 accounts added in the 2-month period:	95
ECO100 accounts dropped in the 2-month period:	108
Total ECO100 accounts at the end of May:	6,188

### **Enrollment Statistics**

Opt-outs during the month of July were 38, one less than the previous month of June (39). Total participation rate across all of San Mateo County at the end of July was 97.12%.

In addition to the County of San Mateo, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of July 31st, 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 for July 2021								
TOT	RES Count	COM Count	Active Count	Eligible Count	Participation Percent	ECO100 Count	ECO100 Percent	
ATHERTON INC	2410	247	2657	2721	97.65%	59	2.22%	
BELMONT INC	10734	922	11656	11966	97.41%	188	1.61%	
BRISBANE INC	1967	499	2466	2530	97.47%	87	3.53%	
BURLINGAME INC	13288	1990	15278	15645	97.65%	341	2.23%	
COLMA INC	464	288	752	768	97.92%	30	3.99%	
DALY CITY INC	31070	2029	33099	34256	96.62%	92	0.28%	
EAST PALO ALTO INC	7117	450	7567	7912	95.64%	27	0.36%	
FOSTER CITY INC	13711	858	14569	14843	98.15%	334	2.29%	
HALF MOON BAY INC	4214	636	4850	4989	97.21%	108	2.23%	
HILLSBOROUGH INC	3817	147	3964	4056	97.73%	71	1.79%	
MENLO PARK INC	13953	1723	15676	15961	98.21%	520	3.32%	
MILLBRAE INC	8438	643	9081	9350	97.12%	101	1.11%	
PACIFICA INC	14030	868	14898	15456	96.39%	170	1.14%	
PORTOLA VALLEY INC	1451	136	1587	1688	94.02%	1488	93.76%	
REDWOOD CITY INC	31483	3385	34868	35677	97.73%	717	2.06%	
SAN BRUNO INC	14763	1094	15857	16524	95.96%	96	0.61%	
SAN CARLOS INC	12146	2140	14286	14670	97.38%	325	2.27%	
SAN MATEO INC	39558	3923	43481	44607	97.48%	680	1.56%	
SO SAN FRANCISCO INC	21238	3229	24467	25394	96.35%	111	0.45%	
UNINC SAN MATEO CO	20803	3033	23836	24648	96.71%	605	2.55%	
WOODSIDE INC	2014	218	2232	2277	98.02%	58	2.60%	
<b>Total for July 2021</b>	<b>268669</b>	<b>28458</b>	<b>297127</b>	<b>305938</b>	<b>97.12%</b>	<b>6208</b>	<b>2.09%</b>	

Table reflects data as of July 31, 2021

## E-TOU-C Transition

Peninsula Clean Energy residential customers currently on the flat-rate E-1 rate schedule will transition to the Time-of-use E-TOU-C rate schedule in September 2021. The E-TOU-C rate schedule has higher rates from 4-9 PM every day and this transition will impact nearly 200,000 PCE customers. As a reminder impacted customers have started to receive their first 90-day notifications regarding the upcoming transition. The 90-day notices include information about projected costs or savings customers can expect on the new E-TOU-C rate based on their historical household energy usage and information about how customers can proactively choose a different rate if they don't want to transition to E-TOU-C. Additional reminder notices will go out 30 days prior to transition to customers who have not yet made an affirmative choice. PG&E and Peninsula Clean Energy will be providing bill protection for customers participating in the E-TOU-C transition for the first 12-months of the program.

PCE staff will be co-hosting a public webinar with PG&E on Tuesday August 24, 2021 at 6 PM for any customers who would like to know more about the E-TOU-C rate and the transition process happening throughout the month of September.

## 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.

<b>Item/Project</b>	<b>Objective A:</b> Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry	<b>Objective B:</b> Educate and engage stakeholders in order to gather input, inspire action and drive program participation	<b>Objective C:</b> Ensure high customer satisfaction and retention
Website Update	KT*3: Tell the story of Peninsula Clean Energy through diverse channels	KT6: Promote programs and services, including community energy programs and premium energy services	
HPWH Incentive		KT6 (see above)	
EV Awareness Campaign		KT6 (see above)	
E-Bikes for Everyone		KT6 (see above)	
Power on Peninsula Resilience Program		KT6 (see above)	
Building Electrification Awareness Program		KT6 (see above)	
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
Earth Day	KT3 (see above)		
Market Research			KT1: Assess needs and attitudes of all

			customer segments to support the development of and communication about programs and services
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\* "KT" refers to Key Tactic

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

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

**FROM:** Jeremy Waen, Director of Regulatory Policy  
Doug Karpa, Senior Regulatory Analyst  
Matthew Rutherford, Senior Regulatory Analyst

**SUBJECT:** Update on June and July Regulatory Policy Activities

**SUMMARY**

Over the last two months the Regulatory Policy team continues to be busy. Jeremy has focused his time on the numerous PG&E ERRRA proceedings, a Petition to Modify the Joint Rate Mailer requirements, and ongoing PG&E General Rate Case matters. Doug has continued his work in supporting PCE's procurement efforts through continuing his engagement in the Commission's resource planning, grid reliability, as well as a new Distributed Energy Resources proceeding and new Energy Commission modeling of a possible need for fossil gas resources. Matthew has continued his work in supporting PCE's programmatic efforts through Transportation Electrification, Resiliency, Supplier Diversity, and DAC-Green Tariff matters.

**GENERAL POLICY MATTERS**

**Proposal to Modify the Joint Rate Mailer Requirements**

PCE staff has been working alongside peers at several other CCAs to draft a Petition to Modify the Joint Rate Mailer requirements imposed upon CCAs and IOUs. Presently, CCAs and IOUs are required by a Commission Decision from 2012 to jointly prepare and distribute to all customers within the CCA's service area a written comparison on an annual basis ("Joint Rate Mailer"). The same Decision also requires CCAs and IOUs to prepare a comparison of tariffs, sample bills and generation portfolio contents for posting on their respective websites ("Joint Rate Comparison"). In practice, the continued requirement to prepare and distribute the Joint Rate Mailer has become costly, burdensome, and seemingly unnecessary in communities where CCAs have already been operational for multiple years. As such, a group of CCAs, in consultation with the three large IOUs, have prepared a Petition to Modify the Joint Rate Mailer

requirement within this 2012 Commission Decision to propose to only require the issuance of the Joint Rate Mailer for the first two years of which a CCA is offering its service to the community. The Joint Rate Comparison requirements would remain in effect as they are presently. This Petition to Modify was formally submitted on August 6, 2021, to the Commission and now we await the Commission's actions.

## **DEEPER DIVE**

### **Power Charge Indifference Adjustment (PCIA)**

Presently, there are three active cases relating to PG&E's ongoing Energy Resource Recovery Account ("ERRA") accounting processes: (i) the 2019 ERRA Compliance case, (ii) the 2020 ERRA Compliance case, and (iii) the 2022 ERRA Forecast case. ERRA Forecast proceedings establish PG&E's generation and PCIA rates for the upcoming year, while ERRA Compliance proceedings look to the previous year to evaluate whether PG&E appropriately dispatched its generation portfolio to serve load in a least-cost manner in accordance with Commission guidelines. Among other considerations, both the 2019 and 2020 ERRA Compliance proceedings are attempting to reconcile the impacts on PG&E's rate setting practices due to Public Safety Power Shutoffs ("PSPS") that took place during those years.

On June 10, 2021, the Commission issued a Proposed Decision within the 2019 ERRA Compliance case resolving all outstanding matters besides PSPS impacts (which remains an ongoing matter to be addressed in a second phase of the proceeding). Among other matters, the Proposed Decision addressed arguments advanced by the Joint CCAs engaged in the case to adjust the vintaging assignments for certain resources within PG&E's PCIA-eligible portfolio due to recent contractual amendments made in relation to those specific resources. The initial draft of the Proposed Decision did not favor these arguments and instead stated that the CCAs should have challenged this matter through the advice letter process as the utility presented its individual requests to amend these contracts. In early July, Jeremy, along with legal counsel and representatives from other CCAs, convened a series of *ex parte* meetings with the Commissioners' offices to push back on this aspect of the Proposed Decision. As a result of these efforts, the Commission amended its Proposed Decision ahead of adopting it during the July 15, 2021, voting meeting. The amendments directed for the matter of adjusting PCIA resource vintaging assignments due to utility contract amendments to be taken up in the ongoing PCIA Rulemaking. Jeremy will continue to engage on matter as it spans proceedings.

The 2020 ERRA Compliance and 2022 ERRA Forecast proceedings are both more recent. Jeremy continues to represent PCE's interests by helping to guide the Joint CCA efforts in both cases. A more in-depth report will be provided on the 2022 ERRA Forecast and its potential implications for next year's rates once PG&E issues its revised testimony in early November.

Lastly, since the Commission adopted its Decision addressing Working Group 3 proposals within the PCIA Rulemaking case on May 20, 2021, the IOUs have



commenced the design of the voluntary allocation methodology of RPS from the IOU portfolios based on load shares within each vintage, although this process has not been finalized. Doug continues to track these developments on PCE's behalf.

In addition to the vintaging assignment matter detailed above, the PCIA Rulemaking remains open to consider matters such as the GHG-free benchmark and refinements to the IOUs' Energy Resource Recovery Account (ERRA) Forecast and Compliance proceedings. Jeremy remains closely engaged in this proceeding and the related ERRA cases to represent PCE's interests.

(Public Policy Objective A, Key Tactic 1)

### **DAC-GT/CSGT Programs**

On July 9, 2021, the CPUC approved PCE's Advice Letter containing solicitation documents for the procurement of permanent resources to serve the DAC-GT and CSGT programs. On July 14, 2021, the CPUC approved PCE's Advice Letter containing updates to the 2021 and 2022 budgets according to certain programmatic costs that the CPUC required of the CCAs that are offering these programs. PCE is aiming to launch its RFO by September 7, 2021, within 60 days of the approval of the solicitation documents as required by the CPUC.

PCE, through its coordination with PG&E to set up back-end billing and cost recovery procedures to support the programs, and through coordination with PG&E on the launching of PCE service in Los Banos in 2022, has identified that there are around 400 customers in Los Banos that are currently enrolled in PG&E's DAC-GT program. As PCE's current program capacity was allocated by the CPUC in 2019, it did not consider the capacity PCE will need to serve these customers in Los Banos. If PCE is not granted additional capacity, PCE would not be able to offer them the DAC-GT program and the associated 20% bill discount, ultimately forcing them to choose between PCE generation service and customer programs or opting out of PCE service in order to keep their bill discount from PG&E. PCE engaged with CPUC Commissioner Martha Guzman Aceves and her office on this issue and found that they were very receptive to our concern around the impact that this outcome would have on program participants and were eager help us resolve this issue before it impacts customers. In discussions with PG&E, the CPUC, and PCE, parties agreed to submit a joint request from PG&E and PCE to transfer a portion of PG&E's current DAC-GT capacity to PCE so that these 400 customers can continue to benefit from the program once they are enrolled in PCE's generation service in 2022. PCE will also be requesting an extension on its deadline to issue an RFO for projects to serve this program to allow for all of the program capacity to be included in a single solicitation. PCE and PG&E aim to submit this request to the CPUC by August 31, 2021.

PCE marketing, procurement, program, regulatory, finance, and customer care staff continue to meet to develop and prepare internal processes to launch the program once our updated budget is approved. PCE and the Joint CCAs have also been meeting with

their billing providers and PG&E to establish the billing system programming and processes necessary to run these programs.

(Public Policy Objective A, Key Tactic 1, Key Tactic 2 and Key Tactic 3)

### **Transportation and Electrification**

Matthew continues to lead PCE's policy advocacy to support PCE's programmatic objectives to enable electrification. Activity in the Commission's Transportation Electrification Framework (TEF) proceeding has most recently been centered around a recent Proposed Decision on June 1, 2021, that was designed to create pathways for IOUs to make near-term investments in priority areas to address California's transportation electrification goals while the TEF is finalized in a parallel track which would then allow PAs to design their own Transportation Electrification Plans for CPUC review. These near-term priority investment areas include: 1) TE resiliency, 2) customers without access to home charging, 3) medium- and heavy-duty vehicle electrification, 4) charging access in new building construction, and 5) Level 2 EVSE and panel upgrades for low-income customers in underserved communities. The Proposed Decision also creates streamlined pathways for IOUs to seek approval of programs that are designed to address these priority areas.

The Joint CCAs filed comments on June 21, 2021, on the Proposed Decision that advocated for CCAs to be permitted to serve as Program Administrators under these near-term programmatic areas, similar to our advocacy to be permitted to serve as Program Administrators under the TEF once it is completed. The CCAs also raised other concerns with the Decision and the way it directed the IOUs to design their programs to meet these near-term TE needs. The CCAs advocated that the definition of "low-income customers in underserved communities" should permit individual households or individual multi-unit dwellings that meet the low-income criteria to qualify for participation, whereas they otherwise would not be able to participate because they live in a more affluent area.

The CCAs also pushed the Commission to reject certain requirements for programs that are designed to support charging access in new building construction. The Proposed Decision would require that PAs only offer incentives for electric vehicle supply equipment (EVSE) installed in new buildings if the EVSE exceeds the requirements of the local building codes. The CCAs argued that this could be a signal to builders that they would receive larger incentives if their projects were in local jurisdictions that have not adopted Reach Codes. This in turn could serve as a disincentive for local governments to adopt these more aggressive Reach Codes. It would also effectively mean that ratepayers may be unable to benefit because they are in one of the roughly 30 local governments that have already adopted Reach Codes. The CCAs instead advocated that the incentives should be provided if the new construction project is exceeding statewide codes, in order to create a level playing field, simplify administration of the IOU program, and not create a disincentive for more jurisdictions to adopt Reach Codes.

The Commission adopted the decision on July 21, 2021. During the voting meeting they acknowledged the current restrictions on new-building construction incentives could lead to unintended consequences and will be issuing a revised decision that would make incentives dependent on exceeding statewide building codes, rather than the local jurisdiction's Reach Codes. We continue to await further action to remedy this matter.

On August 4, 2021, Commission issued a draft resolution for new IOU Rules that were required by AB 841 and would allow the costs of utility-side service upgrades to serve new EVSE to be socialized among ratepayers, rather than borne exclusively by the customer installing the new EVSE. This is also referred to as "common cost treatment."

In prior rounds of comments on the implementation of AB 841, PCE and the Joint CCAs have previously argued that MUDs should be guaranteed access to this same common cost treatment to help encourage broader EV charging access for residents, and that the IOU rules should require customers who make use of this rule to utilize load management technologies that would help reduce the cost of the installation and therefore the costs that would be borne by electric ratepayers. We have also argued that common cost treatment justifies that IOUs be subject to more robust and granular cost tracking and reporting requirements to ensure that the Commission and stakeholders are able to easily evaluate how these dollars are allocated by the IOUs.

The draft resolution does require detailed cost tracking and reporting of the IOUs, it allows MUDs to take advantage of common cost treatment in most cases, and also rejects many of the IOUs proposals for unnecessary restrictions and oversight over EVSE projects that apply for service under these rules. The CCAs are planning to file comments on the draft resolution, which will be due on August 24, 2021.

(Public Policy Objective A, Key Tactic 1, Key Tactic 2 and Key Tactic 3)

### **Integrated Resource Planning & Resource Adequacy**

Doug Karpa continues to lead PCE's engagement in the Commission's Integrated Resource Plan (IRP) and Resource Adequacy (RA) efforts on several fronts. Doug has been and will continue to be quite busy over the next month in these subject areas as the Commission just issued three relating Proposed Decisions:

1) On June 30, 2021, the Commission issued a final decision to order statewide system RA procurement order of 11,500 MW over the period 2023-26, including requirements for "firm zero-emitting resources (likely geothermal, biomass, or biogas), long duration storage, and hybrid resources. Peninsula Clean Energy's share of the total comes to 217 MW by 2026. The proposal to order fossil gas resources was dropped from the decision, but the Energy Commission has taken up a modeling effort to assess whether such resources might be warranted for further consideration this fall. (Other IRP-related Proposed Decisions addressing the Integrated Resources Plans submitted September 1, 2020 and a cost-allocation methodology for backstop procurement remain outstanding).

2) On June 24, 2021, the Commission issued a Final Decision Adopting Local Capacity Obligations for 2022-2024, Flexible Capacity Obligations for 2022, and Refinements to the Resource Adequacy Program within the ongoing RA proceeding. Key changes include a new penalty structure that increases penalties for repeated non-compliance up to a tripling of existing penalties, an increase to Bay Area Local Capacity Requirements, and a Saturday Must Offer Obligation for RA contracts going forward.

3) On June 30, 2021, the Commission issued a Final Decision ordering a Working Group to develop structural reform proposals based on the PG&E proposal to institute multiple RA requirements for each “slice of day.” However, the Decision also directs the Working Group consider elements from the SCE-CalCCA Net Load Duration Curve methodology. The Working Group is scheduled to complete its work by mid-January 2022.

4) On August 10, 2021, the Commission also extended the scope of its Summer 2021 Extreme Weather preparedness proceeding to consider efforts that can be undertaken to provide capacity or reduce load for the summers of 2022 and 2023.

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

### **Stakeholder Outreach**

Doug continues to host the regular bi-weekly call with staff from CCAs and environmental and environmental justice stakeholders, including calls on June 16, Jun 30, and August 4<sup>th</sup>. These calls included presentation by Environmental Defense Fund on the importance of clean firm resources in achieving a 100% renewable portfolio for the state, from the Nature Conservancy on the integration of land use and habitat conservation in energy planning, and discussions of Summer 2022 readiness and planning for the retirement of fossil gas resources statewide.

(Public Policy Objective A, Key Tactic 2)

### **FISCAL IMPACT**

Not applicable.

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 12, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority (PCE) Board of Directors  
**FROM:** Marc Hershman, Director of Government Affairs  
**SUBJECT:** Update on June, July, and August Legislative Activities

**SACRAMENTO SUMMARY**

June ended on a very disappointing note as PCE's priority legislative initiative for 2021, **SB 612 (Portantino)** was shelved without a vote in the state Assembly. This key legislation would have provided Peninsula Clean Energy ratepayers with fair and equal access to the benefits of resources we fund through the power charge indifference adjustment (PCIA). It was removed from the state Assembly Utilities and Energy Committee's hearing calendar by the committee chair shortly before it was going to be considered. The bill was co-authored by the entire Peninsula legislative delegation.

Even though a budget was passed in June, not all the state's budget issues will likely be resolved until later in the 2021 legislative session. Among the budget issues we have been following is the funding of \$1 billion to help Californians pay overdue utility bills accrued during the pandemic. This funding was included in **AB 135 (Ting)** and has been signed into law. The bill states that funds will be allocated proportionally between IOUs and CCAs.

The Legislature adjourned for its annual summer recess in July and is set to return on August 16. There are several deadlines facing the Legislature in the coming weeks:

August 27 is the deadline by which fiscal committees must consider legislation. From August 30 until the last day of the session (September 10), only floor session will take place.

The gubernatorial recall election is set for September 14. The last day on which the governor can sign, or veto bills passed by the Legislature, is October 10.

## **LEGISLATIVE ADVOCACY AND OUTREACH**

### **Peninsula Clean Energy Legislative Subcommittee**

The Peninsula Clean Energy Legislative Subcommittee met on August 5 to discuss pending legislation of interest and to plan for the year ahead. The committee looked at the possibility of Peninsula Clean Energy championing a legislative initiative in 2022.

In the coming weeks Peninsula Clean Energy staff will be reaching out to our local legislators to arrange for meetings, in the local legislative offices if conditions permit, to take place once the session in Sacramento has concluded.

### **CalCCA Legislative Committee and Board Activity**

**SB 612 (Portantino) PCIA Reform**, CalCCA's priority bill for this legislative session, provides fair and equal access to the benefits of legacy resource products for IOU, CCA and Direct Access customers. Most Peninsula Clean Energy jurisdictions had weighed in with letters of strong support for **SB 612**.

**SB 612** was passed off the floor of the Senate on June 1 by an overwhelming and bipartisan vote of 33-6 despite opposition from PG&E, SCE and TURN.

Upon arrival in the Assembly, the bill was referred to the Assembly Committee on Utilities and Energy, where it was facing a decidedly difficult hurdle. One of that committee's members represents PCE's service area, Asm. Phil Ting, who is a co-author of the bill. There are only two other Assemblymembers on this committee from the Bay Area, East Bay Assemblymember Rebecca Bauer-Kahan (a co-author of the bill) and Asm. Bill Quirk (D-Hayward).

**SB 612** had been assigned a June 30 hearing date. However, only days before the hearing Assembly Utilities and Energy Committee Chair Chris Holden pulled the bill from the hearing calendar. Despite an aggressive campaign by PCE, in conjunction with other CalCCA members, a hearing did not take place before the July cutoff date for consideration this year. **SB 612** has been made a 2-year bill and could be taken up next summer.

**SB 68**, authored by Sen. Josh Becker, passed the Senate by a vote of 35-1. The bill requires the CEC to develop guidelines for electrification of buildings and report on electrification barriers including adding energy storage or EV charging equipment to existing buildings.

**SB 68** was heard in the Assembly Committee on Utilities and Energy on June 30. At the request of Senator Becker, PCE CEO Jan Pepper testified in support of the bill at the hearing. **SB 68** was unanimously passed by the committee. However, **SB 68** has been referred to the Assembly Committee on Appropriations where it was placed in the Suspense File. The Assembly has identified \$150,000 in one-time costs associated with

the development of guidelines for building electrification. The legislation states that the California Energy Commission's Energy Resources Program Account (ERPA) will pay for the costs of the guidelines, however the ERPA fund has a structural deficit. A funding source will need to be identified before **SB 68** can be voted off the Suspense File and reach the floor of the Assembly.

**AB 843 (Aguilar-Curry)** would enable CCAs to access existing state programs that provide funding for renewable bioenergy electricity projects, including biomass and biogas. Under current law the Investor-Owned Utilities can access these funds, but the CCAs were not included when the program was established back in 2012. PCE and CalCCA are supporting this bill, which passed the Assembly on a 78-0 vote.

**AB 843** was heard on July 12 in the state Senate Committee on Energy, Utilities and Communications where it was voted out 13-0. It is set to be heard on August 16 in the Assembly Committee on Appropriations.

(Public Policy Objective B, Key Tactic 1)

#### **Legislation PCE is tracking**

**AB 525 (Chiu)** establishes aggressive offshore wind planning goals and makes other changes to accelerate the development of offshore wind. **AB 525** passed the floor of the Assembly with a vote of 71-1. Upon arrival in the state Senate, it was jointly referred to the Committee on Utilities, Energy and Communications and the Committee on Natural Resources and Water. It was heard in the Utilities, Energy and Communications Committee on July 5 where it was passed without opposition and referred to the Senate Committee on Appropriations. It is set for an August 16 hearing.

**SB 771 (Becker)** would provide a state-only (not local) sales tax exemption for income-qualified participants who replace an older vehicle through the Clean Cars 4 All program with a low- or zero-emission vehicle. SB 771 was voted off the floor of the Senate 34-4 and has not been referred to an Assembly committee for consideration. It will become a 2-year bill.

(Public Policy Objective B, Key Tactic 1)

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** August 12, 2021  
**BOARD MEETING DATE:** August 26, 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 Energy Programs Report

**SUMMARY**

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

1. Building and EV Reach Codes
2. Existing Buildings
  - 2.1. Appliance Rebates
  - 2.2. Low-Income Home Upgrades & Electrification
  - 2.3. Building Pilots
3. Distributed Resources
  - 3.1. Local Government DER Project Development
  - 3.2. Power On Peninsula – Homeowner
4. Transportation
  - 4.1. “EV Ready” Charging Incentive Program
  - 4.2. Used EV Rebate Program
  - 4.3. EV Ride & Drives/Virtual Engagement
  - 4.4. E-Bikes for Everyone Rebate Program
  - 4.5. Municipal Fleets Program
  - 4.6. Transportation Pilots



## **DETAIL**

### **1. Building and EV Reach Codes**

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

In addition, in January 2020 the Board approved an extension of the reach code technical assistance plus additional elements – Education and training for developers and contractors, and consumer education program on the benefits of all-electric buildings. This technical assistance is now publicly available at [www.AllElectricDesign.org](http://www.AllElectricDesign.org). Lastly in December 2020, the Board approved the draft contract amendment with TRC Engineers to extend the scope to include technical assistance for developing policy language for existing buildings.

#### **Status:**

- **Reach Codes:** In PCE territory, Burlingame, Brisbane, Colma, Daly City, E. Palo Alto, Menlo Park, Millbrae, Pacifica, Redwood City, San Carlos, San Mateo, San Mateo County, and South San Francisco have adopted reach codes. A number of additional agencies are in progress including Atherton, Belmont, Half Moon Bay and Portola Valley. South San Francisco is now considering a commercial building code. Its initial code was solely for the residential sector. Across San Mateo and Santa Clara Counties, 26 agencies have adopted some kind of all-electric reach code. PCE is providing some support to Half Moon Bay and South San Francisco commercial stakeholder engagement. Project attention is now turning to the 2022 code cycle. Draft new model codes are expected to become available at the beginning of next year.
- **Training and Technical Assistance:** Training and technical assistance efforts are being deemphasized to focus on the 2022 model code development, though developer technical assistance is still available.
- **Existing Building policy development:** A policy and financing literature review and analysis of existing building electrification and multifamily EV charging was completed. The technical consultant, TRC, is currently developing cost-effectiveness studies for multiple building prototypes. A menu of policy options has been presented to Menlo Park’s Environmental Commission and initial input received. A presentation to Menlo Park’s city council is anticipated August 31st.

#### **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. Buildings Programs**

### **2.1. Appliance Rebates**

**Background:** In May 2020, the Board approved a 4-year, \$6.1 million for electrifying existing buildings. This included \$2.8 million for implementing an appliance rebate program. PCE successfully launched the heat pump water heater rebates on January 01, 2021 for San Mateo residents. PCE rebates are offered in partnership with BayREN's Home+ program. BayREN offers a rebate of \$1,000 and PCE offers an additional rebate of \$1,500 for methane gas to HPWH or \$500 for electric resistance to HPWH. PCE also offers a bonus rebate for low-income customers (CARE/FERA participants) of \$1,000 and \$1,500 for electrical panel updates of up to 100 Amp and \$750 for up to 200 Amp that might be needed to accommodate the HPWH.

**Status:** The heat pump water heater (HPWH) rebate program was launched on January 01, 2021 and to date we have received 56 applications and 36 have been paid or approved. Currently five San Mateo County contractors and 18 contractors outside the county are enrolled in the program. PCE has been promoting the incentive through digital ads, email outreach and other channels.

#### **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

### **2.2. (Low-Income) Home Upgrade Program**

**Background:** In May 2020, The Board approved \$2 million for implementing a turn-key low-income home upgrade program. The measures implemented through the program will vary depending on each home's needs but will include at least one electrification measure such as installing a HPWH or replacing a gas furnace with electric.

**Status:** The contract with the administration and implementation firm, Richard Heath & Associates (RHA), was executed after being approved by the Board in the March 2021 meeting. The program is now in the design phase and a public launch is anticipated for September/October 2021. Significant progress has been made and the Citizen's Advisory Committee has been engaged to review and provide input.

#### **Strategic Plan:**

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

### **2.3. Building Pilots**

**Background:** In May 2020, The Board approved \$300,000 for piloting a new innovative technology from Harvest Thermal Inc., a Bay Area-based startup, that combines residential space and water heating into a unified heat pump electric system with a single water storage tank. Through this project, this technology will be installed in 5 homes within the San Mateo County to assess its performance and demonstrate its effectiveness for emission reductions.

**Status:** The home recruitment process began in late April and the project received 290 applications. Homes are being selected based on technical criteria (home characteristics, energy usage patterns, and technical feasible of the upgrade within budget). The top 8 homes have been identified and contractor bids are taking place through the end of September. The final 5 participation homes will be selected based on project costs based on bids. Installation of the systems are expected to take place in Q4 2021. Additionally, staff has selected a third-party firm to provide measurement & verification services for the project through a competitive process. The contract with this firm is under development. Lastly, staff is forming a Technical Advisory Committee (TAC) for this pilot to educate stakeholders on the technology and gather feedback on the project. TAC members will include former building officials, former contractors, city commissioner, peer CCA program managers, CPUC staff, CAC member and Board member Jeff Aalfs.

### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective C:

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

## **3. Distributed Energy Programs**

Peninsula Clean Energy has Board-approved strategies for the promotion of 20 MW of new distributed energy resources in San Mateo County and a three-year, \$10 million strategy to deploy local electricity resiliency programs in San Mateo County. The projects described below are efforts towards meeting both of these goals.

### **3.1. Local Government DER Project Development (ongoing, no updates)**

**Background:** In October 2020, the Board approved a DER Site Evaluation Services contract with McCalmont Engineering for DER site evaluation and designs for County and municipal facilities identified as candidates for solar-only non-resilience or solar + storage resilience projects.

**Status:** We have completed site visits and DER designs for the following sites:

- Fair Oaks Community Center, Redwood City
- San Carlos Youth Center, San Carlos

- Mission Blue Center, Brisbane
- Public Works Yard, Hillsborough
- Chetcuti Building and Surrounding Complex, Millbrae
- Colma Community Center, Colma
- City Hall and Police Station, Belmont
- Police Station, Mateo
- Half Moon Bay Library
- Pacifica Community Center
- San Mateo County Events Center
- San Mateo County Youth Services/Camp Kemp/Fire Station
- San Mateo Election Building
- San Mateo County Health Services Administration Building

We have begun active exploration of an aggregate procurement and novel contracting mechanism as part of our overall strategic initiatives with DERs through which customers could receive DER benefits and savings with no up-front costs and where Peninsula Clean Energy would manage procurement, operations, performance, and maintenance. We expect to seek commitments from participating local governments in Q3/Q4 2021 to engage in the procurement, and that the total portfolio size would be up to 2.1 MW of new solar, assuming all facility owners participate.

### 3.2. Power On Peninsula – Homeowner

**Background:** Power on Peninsula – Homeowner is a solar+storage energy resiliency program run by Peninsula Clean Energy in partnership with Sunrun and TerraVerde Energy. This program provides energy storage systems paired with solar power to single family and multifamily Peninsula Clean Energy customers. Customers who sign up for this program receive an incentive up to \$1,250. At Peninsula Clean Energy's direction, Sunrun will dispatch the stored energy during evening hours when renewable generation on the California grid is low. This will also help Peninsula Clean Energy to reduce its peak load and thereby reduce our resource adequacy requirements.

**Status:** In July, Sunrun and Peninsula Clean Energy staff continued to plan future co-marketing activities for August and September, but did not perform any during this past month. Staff is planning to launch a customer satisfaction survey for program participants in the coming months. Additionally, staff signed a contract with a firm to provide labor compliance assistance in connection to the program.

**Strategic Plan:** The activities and programs described in the DER and Energy Resilience activities 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

- 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.

## 4. Transportation Programs

### 4.1. Used EV Rebate Program

**Background:** Launched in March 2019, the Used EV Rebate 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. 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. In February 2021, the Board a contract with GRID Alternatives (“GRID”) to administer the expanded program.

**Status:** The revamped program launched August 10, 2021 with a [press release](#). Major changes to the program include:

- Base rebates now available to all residents. Increased rebates for income-qualified residents are still available.
- Customers are required to apply and be approved prior to purchase to be eligible for the rebate.
- Additional vehicle eligibility criteria was added, including a \$25,000 price cap on eligible vehicles.
- A dealership network was set up for customers to claim the rebate instantly at point of sale. 8 San Mateo County dealerships have joined the network thus far.

The ‘old’ program incentivized 105 rebates since the launch in March 2019. Staff will report on new program uptake in future updates.

### 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

### 4.2. “EV Ready” Charging Incentive Program (ongoing, no updates)

**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. 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 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 80 different locations are in the technical assistance process requesting over 775 charging ports. PCE's dedicated incentive program of \$4 million has received four applications for funding for a total of 165 ports. Three applications were approved totaling 161 ports and \$333,000.

CALeVIP is processing Year-1 applications and PCE staff anticipate 834 L2 ports and 326 DCFC ports to be funded for a total of \$16M (\$12M in DCFC funds and \$4M in L2 funds). Year 2 and Year 3 funding application review has not started. PCE contacted all CALeVIP applicants in San Mateo to offer technical assistance and facilitate project success.

#### **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

### **4.3. 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 19 events and 3,033 experiences since inception in 2018. 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. Due to the COVID-19 pandemic, ride & drive events have been paused. As a result, staff developed a suite of virtual EV engagement pilot programs that replaced the in-person ride & drive events. Staff evaluated these pilots in January 2021 and phased out some due to low uptake and to prioritize limited funding for the most successful programs – Virtual EV Forums & EV Rental Rebate.

**Status:** The Virtual EV Forums in partnership with large San Mateo County employers continued through the end of FY20-21. Four EV Forums have been held. The EV Rental Rebate, which offers a rebate up to \$200 on the rental of an EV and as of August 13, 2021 has issued 111 rebates, has seen good uptake and shown positive impact in

participant's opinions of EVs and likeliness to get an EV as their next vehicle. Most of the FY21-22 EV Ride & Drive/Engagement budget will be dedicated to the EV Rental Rebate. Staff will consider re-starting ride & drive events again sometime next calendar year.

**Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

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

#### **4.4. E-Bikes for Everyone Rebate Program**

**Background:** The Board approved the E-Bikes Rebate program in July 2020. This program has a total budget of \$300,000, originally intended for three years, to 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 and local bike shops are under contract to provide the rebate as a point-of-sale discount to customers. Enrolled bike shops include Summit Bicycles, Mike's Bikes, Sports Basement, and RidePanda (as an online retail partner).

**Status:** The program launched in May and sold out within a week. Over 250 e-bikes have been purchased so far. Staff are preparing to return to the Board with a proposal for additional funding.

**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

#### **4.5. 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. An RFP is under development will be released in Q3 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

#### **4.6. Transportation Pilots**

##### ***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 start becoming available in Q4 2021. Supply chain issues are currently slowing new vehicle orders.

##### ***MUD Low-Power EV Charging Pilot***

**Background:** This project was initially approved by the Board in 2018. 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. 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. Installing L2 instead of L1 would have been over 4X more expensive in these cases. Lessons learned from this pilot are already informing inclusion of low-power charging solutions in PCE's EV Ready Program.

**Status:** A final report is being developed now.

##### ***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. The proof-of-concept test ran during the first half of 2020 and was a successful demonstration.

**Status:** Staff is now developing an RFP for an expanded pilot in Phase 2. PCE is collaborating with an academic team from the University of California, Davis' Davis Energy Economics Program (DEEP) to develop an incentive structure experiment that will be used to inform PCE's Managed Charging Program design.



### ***Curbside Charging Pilot***

**Background:** Curbside charging has the potential benefit of bringing new charging solutions to drivers that lack residential charging (e.g. MUDs, renters, etc.). This pilot is assessing the cost effectiveness of curbside charging in various scenarios, including streetlight-mounted stations, scaling potential, and potential technical and policy barriers that need to be addressed prior to installation. 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 is reviewing the final technical and policy analyses now and is collaborating with PG&E on policy considerations.

#### **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 A:

- Key Tactic 1: Drive personal electrified transportation to majority adoption
- 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 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:** August 12, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

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

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

**SUBJECT:** August Energy Supply Procurement Report

**BACKGROUND**

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

**DISCUSSION**

<b>Execution Month</b>	<b>Purpose</b>	<b>Counterparty</b>	<b>Term</b>
June	Purchase of System Resource Adequacy	Clean Energy Alliance	1 month
June	Purchase of System Resource Adequacy	Pioneer Community Energy	1 month
June	Purchase of Carbon Free Energy	Powerex Corporation	7 months
June	Purchase of Energy Hedge	Exelon Generation Company, LLC	3 months
June	Purchase of Energy Hedge	Morgan Stanley Capital Group Inc.	9 months
July	Purchase of Carbon Free Energy	Central Coast Community Energy	6 months
July	Purchase of System Resource Adequacy	Exelon Generation Company, LLC	1 month
July	Purchase of System Resource Adequacy	Brookfield Renewable Trading and Marketing LP	1 month
August	Purchase of Local Resource Adequacy	Southern California Edison Company	3 months

August	Purchase of Local Resource Adequacy	Southern California Edison Company	10 months
August	Purchase of System Resource Adequacy	Southern California Edison Company	9 months
August	Sale of System Resource Adequacy	East Bay Community Energy Authority	1 month

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

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

**1) Short-Term Agreements:**

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

Table 1:

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

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

## **STRATEGIC PLAN**

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

# California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | [cacommunitypower.org](https://cacommunitypower.org)

**TO:** CC Power Board of Directors

**DATE:** 8/19/21

**FROM:** Tim Haines – Interim General Manager

**SUBJECT:** Report on CC Power Board of Directors Meeting – 8/18/21

The CC Power Board of Directors held a specially scheduled meeting on Wednesday, 6/18/21, via Zoom. Details on the Board packet, presentation materials, and public comment letters can be found under the Meetings tab at the CC Power website:

<https://cacommunitypower.org>

Highlights of the meeting included the following:

- **Public Comment**
  - Two public comments were received in support of finalizing CC Power Labor, Environmental and Environmental Justice policies.
- **Consent Calendar** - The Board unanimously approved the following items:
  - Minutes of the 6/18/21 Regular Board Meeting
- **Board Chair's Report**
  - *Ad Hoc* Committee Report – Board Chair Balachandran announced that, with the selection of Tim Haines as the Interim General Manager and Braun Blaising Smith and Wynne as General Counsel, the ad hoc committee is dissolved.
  - LDS Ad hoc Committee Update – The Chair appointed Directors Mitchell and Sears to the LDS Ad hoc committee. The committee will provide support to Interim General Manager Haines in the final stages of LDS contracting.
- **General Managers Report:**
  - Interim GM Haines will reconvene the Board Ad hoc Policy Committee to finalize CC Power Board Labor, Environmental and Environmental Justice policies. Board Member Hale has provided administrative support to schedule meetings of the Ad hoc committee members. Members of the Board and public spoke in support of finalizing the policy.
  - Mr. Haines alerted the Board he plans to ask the Board to issue a notice to the Members of the intent to enter LDS projects in September. The notice initiates a 60-day review and approval process with November the earliest that contracts can be entered. Staff will provide the Board with further details about the process including timing and information that will be available to evaluate the projects. Additionally, in September CC Power staff will recommend the Board authorize issuance of a Request for Offers for geothermal and biomass resources. This request will include the budget and

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A Joint Powers Agency whose members are:

Central Coast Community Energy | CleanPowerSF | East Bay Community Energy | MCE | Peninsula Clean Energy |  
Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power |  
Valley Clean Energy

schedule for the RFO effort. Mr. Haines also noted that during the remainder of 2021 Board meetings the Board will be asked to consider the CC Power budget for 2022. Board in October and December will be added to Board calendar.

- **Long Lead-Time RFO** – Interim GM Haines informed the Board that staff will request authority to issue the Request for Offers for geothermal and biomass resources and recommend an associated budget in September. Mr. Haines stated that staff expects that the joint-participation contracting effort will be available for use in this project contracting effort. The Board was also informed that ‘lessons-learned’ from the LDS project will reduce time and costs to complete the contracting effort. An example of how those reductions will occur is the projected geothermal / biomass contracting effort is currently projected to be one half of that required for the LDS.
- **Long Duration Storage Update** – Interim GM Haines provided highlights in recent accomplishments for the LDS project. A major challenge that has been overcome is that CC Power is a new entity without an established track record that will need the financial support of the participating members. The Membership has developed a series of contracts that limit participating member liability while providing the necessary support for sellers to finance their projects. Mr. Haines informed the Board that this structure is fundamental to joint contracting and can be applied in subsequent contracting activities. The Board was informed that negotiations and final documents are being finalized.  
This accomplishment makes it feasible for CC Power Board to provide a notice to the Membership of intent to enter LDS contracts in November. In response, members of the Board and public commented on the need for sufficient time and information to evaluate the recommended contracts.
- **Budget Adjustment (action)** – The CC Power Board authorized the \$126,016 budget adjustment and allocated the costs to LDS project participants. The allocation is based on the expected share in the project by each participant. The allocation was presented during the meeting. Mr. Haines explained these funds will support the completion of the Energy Storage and Service Agreement, the Project Participation Agreement and additional joint contracting agreements. The funds also support the review and approval final contracts in the fourth quarter of 2021. The Interim GM also reminded the Board that completing the agreements make the contracts available for future projects. Marin Clean Energy and Central Coast Community Energy informed the Board that neither will fund the adjustment to funding the LDS activities. Members expressed their views of the budget adjustment and cost allocation and voted unanimously in support.
- **Discussion of Any Individual Member Items** – not recorded in these notes.

# Preliminary Results

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
June 30, 2021  
(\$000s)

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
June 30, 2021  
(\$000s)

Net Position Balance

<u>Fiscal Year</u>	<u>Actual/Budget</u>	<u>Amount</u>
June 30, 2016	Audited	(\$1,044)
June 30, 2017	Audited	\$21,711
June 30, 2018	Audited	\$85,365
June 30, 2019	Audited	\$140,139
June 30, 2020	Audited	\$189,072
<b>June 30, 2021</b>	<b>Unaudited Actual</b>	<b>\$178,433</b>
June 30, 2021	Budget	\$186,927

Unrestricted Cash/Investments Balance

<u>Fiscal Year</u>	<u>Actual/Budget</u>	<u>Amount</u>
June 30, 2016	Audited	\$2,333
June 30, 2017	Audited	\$17,382
June 30, 2018	Audited	\$64,889
June 30, 2019	Audited	\$114,069
June 30, 2020	Audited	\$178,176
<b>June 30, 2021</b>	<b>Unaudited Actual</b>	<b>\$166,171</b>
June 30, 2021	Budget	\$181,528

Change in Net Position

<u>Fiscal Year</u>	<u>Actual/Budget</u>	<u>Amount</u>
FY2015-2016	Audited	(\$1,044)
FY2016-2017	Audited	\$22,755
FY2017-2018	Audited	\$63,655
FY2018-2019	Audited	\$54,774
FY2019-2020	Audited	\$48,933
<b>June 30, 2021</b>	<b>Unaudited Actual</b>	<b>(\$10,638)</b>
FY2020-2021	Budget	(\$8,531)

Cost of Electricity

<u>Fiscal Year</u>	<u>Actual/Budget</u>	<u>Amount</u>
FY2015-2016	Audited	\$0
FY2016-2017	Audited	\$64,501
FY2017-2018	Audited	\$170,135
FY2018-2019	Audited	\$194,035
FY2019-2020	Audited	\$216,066
<b>June 30, 2021</b>	<b>Unaudited Actual</b>	<b>\$216,109</b>
FY2020-2021	Budget	\$197,445

Revenues

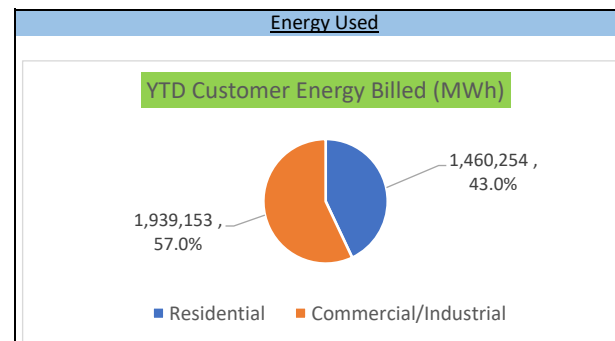
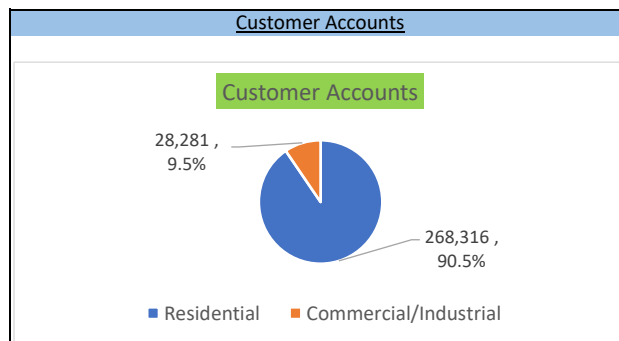
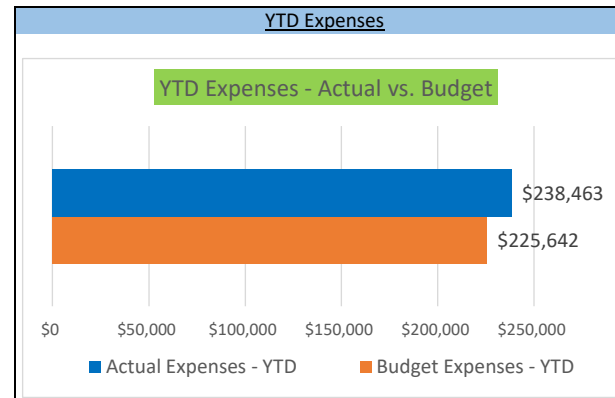
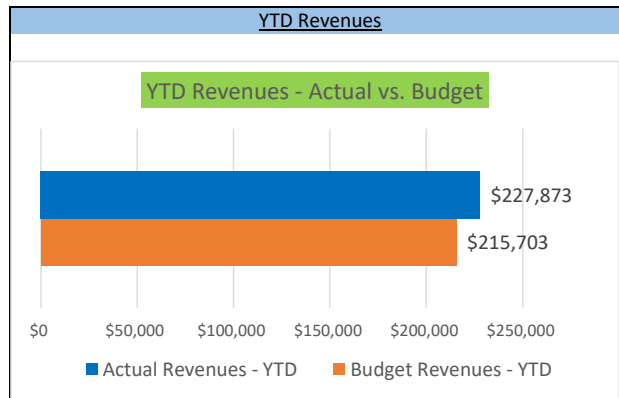
<u>Fiscal Year</u>	<u>Actual/Budget</u>	<u>Amount</u>
FY2015-2016	Audited	\$0
FY2016-2017	Audited	\$93,129
FY2017-2018	Audited	\$244,738
FY2018-2019	Audited	\$259,782
FY2019-2020	Audited	\$278,093
<b>June 30, 2021</b>	<b>Unaudited Actual</b>	<b>\$227,873</b>
FY2020-2021	Budget	\$215,703

Total Operating Expenses

<u>Fiscal Year</u>	<u>Actual/Budget</u>	<u>Amount</u>
FY2015-2016	Audited	\$1,041
FY2016-2017	Audited	\$70,104
FY2017-2018	Audited	\$180,970
FY2018-2019	Audited	\$206,952
FY2019-2020	Audited	\$231,337
<b>June 30, 2021</b>	<b>Unaudited Actual</b>	<b>\$238,463</b>
FY2020-2021	Budget	\$225,642



Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
June 30, 2021  
(\$000s)



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

- **Revenues** were \$11.9 MM below Budget in Q4, finally showing the results of increased PCIA starting on March 1. That change had been budgeted to start in October 2020. In addition, PG&E lowered their generation rates which resulted in lower PCE rates also impacting revenues negatively. Revenues had been expected to be \$7.3 million below Budget in Q4. Revenues were still well above budget for the full year. The changes are expected to have a significant impact on PCE's revenue for the next 2-3 years.
- **Total Expenses** were \$5.2 MM above Budget in Q4 - most categories were below Budget except Energy Costs and Energy Programs. Cost of energy was \$4.3 million above budget - and \$18.6 million above Budget for YTD. Significant heat waves and fires last Summer created significant price spikes. February also saw significant price increases although much of those increases were mitigated by hedging strategies. Similarly, prices were higher and volatile in Q4 as a result of unexpected heat waves.

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
June 30, 2021  
(\$000s)

	Year-to-date				Full Year (FY 2020-2021)		
	Actual	Budget	Variance: Favorable / (Unfavorable)	YTD Actual as % of YTD Budget	Budget	YTD Actual as % of Full Year Budget	Prior Year Actual (YTD)
<b>OPERATING REVENUES</b>							
Electricity Sales, net	\$ 225,224	\$ 213,553	\$ 11,671	105.5%	\$ 213,553	105.5%	\$ 275,534
Green electricity premium	2,650	2,151	499	123.2%	2,151	123.2%	2,559
<b>Total Operating Revenues</b>	<b>\$227,873</b>	<b>\$215,703</b>	<b>\$12,170</b>	<b>105.6%</b>	<b>\$215,703</b>	<b>105.6%</b>	<b>\$278,093</b>
<b>OPERATING EXPENSES</b>							
Cost of energy	216,109	197,445	(18,664)	109.5%	197,445	109.5%	216,066
Staff compensation	5,637	6,237	600	90.4%	6,237	90.4%	4,522
Data Manager	3,385	3,420	35	99.0%	3,420	99.0%	3,580
Service Fees - PG&E	1,255	1,260	5	99.6%	1,260	99.6%	1,255
Consultants/Professional Svcs	1,980	3,068	1,088	64.5%	3,068	64.5%	725
Legal	1,372	1,708	337	80.3%	1,708	80.3%	1,309
Communications/Noticing	1,360	2,873	1,513	47.3%	2,873	47.3%	1,116
General and Administrative	1,653	1,947	294	84.9%	1,947	84.9%	1,318
Community Energy Programs	5,622	7,550	1,928	74.5%	7,550	74.5%	1,352
Depreciation	91	133	42	68.2%	133	68.2%	93
<b>Total Operating Expenses</b>	<b>238,463</b>	<b>225,642</b>	<b>(12,821)</b>	<b>105.7%</b>	<b>225,642</b>	<b>105.7%</b>	<b>231,337</b>
<b>Operating Income (Loss)</b>	<b>(\$10,590)</b>	<b>(\$9,939)</b>	<b>(\$651)</b>	<b>106.5%</b>	<b>(\$9,939)</b>	<b>106.5%</b>	<b>\$46,755</b>
<b>Total Nonoperating Inc/(Exp)</b>	<b>(49)</b>	<b>1,408</b>	<b>(1,457)</b>	<b>-3.5%</b>	<b>1,408</b>	<b>-3.5%</b>	<b>2,177</b>
<b>CHANGE IN NET POSITION</b>	<b>(\$10,638)</b>	<b>(\$8,531)</b>	<b>(\$2,107)</b>		<b>(\$8,531)</b>		<b>\$48,933</b>

# PENINSULA CLEAN ENERGY AUTHORITY

## STATEMENT OF NET POSITION

As of June 30, 2021

### ASSETS

#### Current assets

Cash and cash equivalents	\$ 11,703,060
Accounts receivable, net of allowance	18,410,728
Accrued revenue	10,955,011
Investments	14,801,754
Other receivables	1,935,771
Prepaid expenses	3,571,212
Deposits	3,781,893
Restricted cash	4,449,194
Total current assets	<u>69,608,623</u>

#### Noncurrent assets

Capital assets, net of depreciation	343,640
Investments	139,145,642
Deposits and other assets	248,976
Total noncurrent assets	<u>139,738,258</u>
Total assets	<u>209,346,881</u>

### LIABILITIES

#### Current liabilities

Accrued cost of electricity	23,624,482
Accounts payable	1,129,297
Other accrued liabilities	1,081,988
Supplier deposits - energy suppliers	2,735,397
User taxes and energy surcharges due to other governments	748,987
Total current liabilities	<u>29,320,151</u>

#### Noncurrent liabilities

Supplier deposits - energy suppliers	<u>1,593,433</u>
Total liabilities	<u>30,913,584</u>

### NET POSITION

Investment in capital assets	343,640
Restricted for security collateral	4,449,194
Unrestricted	<u>173,640,463</u>
Total net position	<u>\$ 178,433,297</u>

**PENINSULA CLEAN ENERGY AUTHORITY**

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

**July 1, 2020 through June 30, 2021**

**OPERATING REVENUES**

Electricity sales, net	\$ 225,223,526
Green electricity premium	2,649,803
Total operating revenues	<u>227,873,329</u>

**OPERATING EXPENSES**

Cost of electricity	216,108,674
Contract services	10,359,754
Staff compensation	5,637,448
General and administration	6,216,264
Depreciation	90,940
Total operating expenses	<u>238,413,080</u>
Operating income (loss)	<u>(10,539,751)</u>

**NONOPERATING REVENUES (EXPENSES)**

Interest and investment income (loss)	40,816
Charitable contributions	(50,000)
Finance costs	(89,500)
Nonoperating revenues (expenses), net	<u>(98,684)</u>

**CHANGE IN NET POSITION**

	(10,638,435)
Net position at beginning of period	<u>189,071,732</u>
Net position at end of period	<u>\$ 178,433,297</u>

# PENINSULA CLEAN ENERGY AUTHORITY

## STATEMENT OF CASH FLOWS

July 1, 2020 through June 30, 2021

### CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 239,213,434
Receipts from supplier security deposits	2,727,450
Payments to suppliers for electricity	(251,739,721)
Payments to suppliers for other goods and services	(16,502,292)
Payments for staff compensation	(5,460,308)
Payments of taxes and surcharges to other governments	(4,163,928)
Payments of charitable contributions	(50,000)
Net cash provided (used) by operating activities	<u>(35,975,365)</u>

### CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

Finance costs paid	(89,500)
Deposits and collateral paid	<u>(6,143,217)</u>
Net cash provided (used) by non-capital financing activities	<u>(3,985,529)</u>

### CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments to acquire capital assets	<u>(22,064)</u>
------------------------------------	-----------------

### CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds from investment sales	140,659,234
Investment income received	1,686,468
Purchase of investments	<u>(134,648,166)</u>
Net cash provided (used) by investing activities	<u>7,697,536</u>

Net change in cash and cash equivalents	(32,285,422)
Cash and cash equivalents at beginning of period	48,437,676
Cash and cash equivalents at end of period	<u><u>\$ 16,152,254</u></u>

### Reconciliation to the Statement of Net Position

Cash and cash equivalents (unrestricted)	\$ 11,703,060
Restricted cash	<u>4,449,194</u>
Cash and cash equivalents	<u><u>\$ 16,152,254</u></u>

**PENINSULA CLEAN ENERGY AUTHORITY**

**STATEMENT OF CASH FLOWS (continued)**

**July 1, 2020 through June 30, 2021**

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

Operating income (loss)	\$ (10,539,751)
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	90,940
Revenue adjusted for allowance for uncollectible accounts	996,256
Charitable contributions considered an operating activity for cash flow purposes only	(50,000)
(Increase) decrease in:	
Accounts receivable	3,501,608
Accrued revenue	2,786,714
Other receivables	(226,047)
Prepaid expenses	118,146
Increase (decrease) in:	
Accrued cost of electricity	(5,211,053)
Accounts payable	(65,297)
Other accrued liabilities	(982,363)
User taxes and energy surcharges due to other governments	(108,402)
Supplier security deposits	(26,286,116)
Net cash provided (used) by operating activities	<u>\$ (35,975,365)</u>



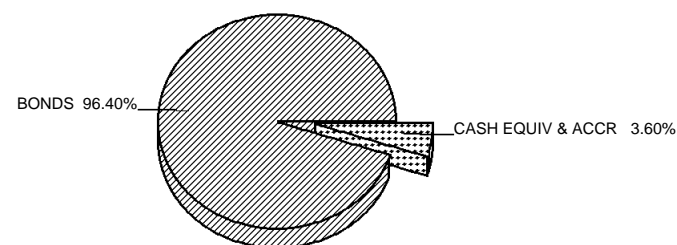
PENINSULA CLEAN ENERGY - FRB

Page 3 of 27  
Period from April 1, 2021 to June 30, 2021**MARKET VALUE RECONCILIATION**

	CURRENT PERIOD 04/01/2021 TO 06/30/2021	YEAR TO DATE 07/01/2020 TO 06/30/2021
<b>Beginning Market Value</b>	<b>84,522,136.19</b>	<b>82,391,646.51</b>
<b>Receipts</b>		
Cash Receipts	.00	7,500,000.00
<b>Total Receipts</b>	<b>.00</b>	<b>7,500,000.00</b>
<b>Disbursements</b>		
Cash Disbursements	- 6,269,017.48	- 11,339,349.30
<b>Total Disbursements</b>	<b>- 6,269,017.48</b>	<b>- 11,339,349.30</b>
<b>Asset Activity</b>		
Taxable Interest	391,643.65	964,943.92
Realized Gain/Loss	- 107,409.81	- 186,321.59
Change In Unrealized Gain/Loss	- 2,000.16	- 948,642.00
Change In Accrued Income	- 74,533.81	78,541.04
<b>Total Asset Activity</b>	<b>207,699.87</b>	<b>- 91,478.63</b>
<b>Net Change In Market Value</b>	<b>- 6,061,317.61</b>	<b>- 3,930,827.93</b>
<b>Ending Market Value</b>	<b>78,460,818.58</b>	<b>78,460,818.58</b>

## ASSET SUMMARY

ASSETS	06/30/2021 MARKET VALUE	% OF MARKET
Cash And Equivalents	2,549,269.00	3.24
U.S. Government Issues	52,339,325.00	66.71
Corporate Issues	23,292,911.52	29.69
<b>Total Assets</b>	<b>78,181,505.52</b>	<b>99.64</b>
Accrued Income	279,313.06	0.36
<b>Grand Total</b>	<b>78,460,818.58</b>	<b>100.00</b>







PENINSULA CLEAN ENERGY - PFM

Page 3 of 46  
Period from April 1, 2021 to June 30, 2021**MARKET VALUE RECONCILIATION**

	CURRENT PERIOD 04/01/2021 TO 06/30/2021	YEAR TO DATE 07/01/2020 TO 06/30/2021
<b>Beginning Market Value</b>	<b>84,907,857.10</b>	<b>82,435,172.65</b>
<b>Receipts</b>		
Cash Receipts	.00	7,500,000.00
Non-Cash Receipts	.00	650,064.00
<b>Total Receipts</b>	<b>.00</b>	<b>8,150,064.00</b>
<b>Disbursements</b>		
Cash Disbursements	- 6,270,295.05	- 11,270,295.05
Non-Cash Deliveries	.00	- 649,818.00
<b>Total Disbursements</b>	<b>- 6,270,295.05</b>	<b>- 11,920,113.05</b>
<b>Asset Activity</b>		
Taxable Interest	283,659.61	1,222,906.33
Realized Gain/Loss	- 105,673.31	- 244,546.30
Change In Unrealized Gain/Loss	957.35	- 746,715.81
Assets Received Or Delivered Adjustment	.00	- 246.00
<b>Total Adj Change In Unrealized Gain/Loss</b>	<b>957.35</b>	<b>- 746,961.81</b>
Change In Accrued Income	- 23,718.30	- 103,734.42
<b>Total Asset Activity</b>	<b>155,225.35</b>	<b>127,663.80</b>
<b>Net Change In Market Value</b>	<b>- 6,115,069.70</b>	<b>- 3,642,385.25</b>
<b>Ending Market Value</b>	<b>78,792,787.40</b>	<b>78,792,787.40</b>

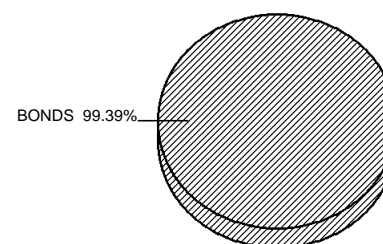


PENINSULA CLEAN ENERGY - PFM

Page 5 of 46  
Period from April 1, 2021 to June 30, 2021

## ASSET SUMMARY

ASSETS	06/30/2021 MARKET VALUE	% OF MARKET
Cash And Equivalents	235,963.96	0.30
U.S. Government Issues	59,541,358.30	75.57
Corporate Issues	11,624,780.47	14.75
Municipal Issues	7,149,020.70	9.07
<b>Total Assets</b>	<b>78,551,123.43</b>	<b>99.69</b>
Accrued Income	241,663.97	0.31
<b>Grand Total</b>	<b>78,792,787.40</b>	<b>100.00</b>



**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

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

**FROM:** KJ Janowski, Director, Director of Marketing and Community Relations  
Darren Goode, Media Relations Consultant

**SUBJECT:** Second Quarter (Q2) 2021 Media Relations Summary

**BACKGROUND**

Media Relations, a specialization within the Marketing discipline, focuses on enhancing Peninsula Clean Energy's reputation and leadership position by garnering earned media attention. This is the first of a series of quarterly reports on media relations activities and coverage.

**DISCUSSION**

**1. Lyft announcement**

We worked with Lyft in jointly announcing a first-of-a-kind partnership to expand electric vehicle use to drivers on Lyft's platform. The June 15 [press release](#) featured quotes from both Jan and Lyft and was jointly pitched under embargo to reporters. The announcement received significant coverage, including: [Reuters](#), [SFGate](#), [Patch.com](#), [San Mateo Daily Journal](#), [Climate Online \(Redwood City\)](#) and [The Almanac](#). CEO Jan Pepper was also interviewed by KCBS and [featured](#) in a segment and story. The same Reuters reporter also later interviewed Peninsula Clean Energy Programs Manager, Phillip Kobernick, for a potential story on electric vehicle charging infrastructure equity.

**2. San Mateo Garage EV Charger Announcement**

We announced providing San Mateo County \$248,000 to install 124 electric vehicle charging ports in a new government parking structure in Redwood City. We worked collaboratively on the announcement with the county's Office of Sustainability and included a quote in the April 20 [press release](#) from David Canepa, president of the San Mateo County Board of Supervisors. We received great local coverage in the [San Mateo Daily Journal](#), [Climate Online](#) and [Patch.com](#). The press release [was also shared](#) on PublicCEO.com, a publication for local government and other public employees.

### 3. E-Bikes for Everyone Announcement

We announced our “E-Bikes for Everyone” program, including a May 26 [press release](#) featuring both Peninsula Clean Energy board member, Giselle Hale, and the deputy director of the Silicon Valley Bicycle Coalition. We received coverage in the [San Mateo Daily Journal](#), [Patch.com](#) and [The Almanac](#), as well as significant social media interaction.

### 4. Joint Building Electrification Leadership Awards Announcement

We issued a May 17 [joint release](#) with Sustainable San Mateo County highlighting the recipients of our first building electrification leadership awards. We included a quote from Peninsula Clean Energy board chair, Rick DeGolia, and highlighted an award given to Peninsula Clean Energy board member, Rick Bonilla. We received coverage on [Patch.com](#).

### 5. Climate Magazine cover story

CEO Jan Pepper was featured in June’s Climate Magazine (Redwood City) [cover story on EV charging](#), including Peninsula Clean Energy’s efforts through the EV Ready program to expand charging infrastructure equity to multi-family housing and other underserved parts of our communities.

### 6. CalCCA Webinar

Peninsula Clean Energy Programs Specialist, Peter Ambiel, was featured at CalCCA’s [June 25 webinar](#), on current efforts to provide greater electric vehicle charging equity in California, particularly with expanding access to multifamily dwellings. We had worked extensively internally and with CalCCA to finalize the topic and panel, including securing the participation of Ecology Action.

### 7. Joint Time-of-Use Announcement

We announced with PG&E in a May 25 [press release](#) that some customers will be switched to a Time-of-Use peak pricing plan in order to encourage shifting some energy use to times when rates and demand are lower and renewable resources are most abundant. CEO Jan Pepper was quoted in both [Patch.com](#) and [Half Moon Bay Review](#).

### 8. Huffington Post story

Huffington Post national climate/environment/energy reporter Alexander Kaufman interviewed Peninsula Clean Energy Director of Energy Programs, Rafael Reyes, and [included him in a May 27 story](#) looking at the need for greater equity in EV charging infrastructure.

### 9. Used EV rebate announcement

We created drafts of an upcoming press release announcing an expanded used EV rebate program, including quotes from GRID Alternatives and a Redwood City resident who received a rebate last year.

### 10. Summer readiness blog

We finalized and published [a June 25 blog](#) about how customers can prepare for and help prevent summer power outages, which was featured in the monthly newsletter.

### 11. Spare the Air Leadership Awards Announcement

We submitted a quote from CEO Jan Pepper for an April 23 [Acterra press release](#) about the Spare the Air Leadership Award Peninsula Clean Energy jointly received with SVCE.

## 12. Lyn Corum

We facilitated answers to a lengthy set of questions from Los Angeles-based freelance energy reporter Lyn Corum, who has written over the years for S&P Global/Platts and others, regarding several program areas. We particularly worked on answers on our partnership with Sunrun and developed a joint partial response with them that was a good test case in illustrating challenges and limitations moving forward in sharing certain business, product and other details with the media.

## 13. Press release process

We worked internally to update and improve our process for scheduling and posting press releases on the website.

## 14. More Earned Media

TechCrunch, [Porsche, Yamaha invest \\$3.75m in Ridepanda](#), June 30  
 Bicycle Retailer, [Ridepanda receives \\$3.75m in financing from four investors](#), June 30  
 LexBlog, [Lyft launches pilot EV rental program for Bay Area drivers](#), June 23  
 Yahoo! Finance, [Lyft to launch EV ride-hailing pilot program in California](#), June 16  
 Fitch Ratings, [Community Choice Aggregator risks highlighted by bankruptcy](#), June 2  
 San Mateo Daily Journal, [South City moving toward natural gas ban](#), May 10  
 Half Moon Bay Review, [Draft ordinance shines light on city plan to go electric](#), May 5  
 The Almanac, [Atherton accepts grant to explore all-electric buildings](#), April 30  
 San Mateo Daily Journal, [Environment is a new major focus for Rotary](#), April 19  
 The Almanac, [Menlo Park council takes steps toward 2030 climate goals](#), April 8

## STRATEGIC PLAN

This section describes how Media Relations activities relate to the overall goal and objectives laid out in the strategic plan. Media Relations 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. Media Relations' efforts relate specifically to Objectives A and B in the strategic plan.

<b>Item/Project</b>	<b>Objective A:</b> Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry	<b>Objective B:</b> Educate and engage stakeholders in order to gather input, inspire action and drive program participation
Items 5, 6, 7, 8	KT1: Position leadership as experts on CCAs and the industry	
Items 8, 12	KT2: Cultivate relationships with industry media and influencers	
Items 1, 2, 3, 4, 5, 9, 11, 13, 14	KT3: Tell the story of Peninsula Clean Energy through diverse channels	

Item 10		KT5: Provide inspirational, informative content that spurs action to reduce emissions
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\* "KT" refers to Key Tactic

**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** August 13, 2021  
**BOARD MEETING DATE:** August 26, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** KJ Janowski, Director of Marketing and Community Relations  
**SUBJECT:** Summary of Findings from Annual Awareness/Perception Research

**BACKGROUND**

Peninsula Clean Energy fielded a research study in April and May 2021 and final results were received in July 2021. The impetus for the research was to gain insights that will improve both the development of community programs and the messaging that calls residents to action.

The specific objectives of the research were to assess awareness and perception of San Mateo County residents regarding:

- Peninsula Clean Energy brand
- Benefits, obstacles to adoption, and purchase interest in electric vehicles (EVs)

In addition, we wanted to assess the degree of pro-environment bias that *may* have been introduced into the 2020 results as a consequence of sending the survey invitations under the umbrella of the County of San Mateo Office of Sustainability.

This memo provides a summary of key findings and implications.

**DISCUSSION**

**Approach**

The research study was designed and conducted by Hiner & Partners, Inc. A letter invitation from the County of San Mateo Office of Sustainability (OOS) was mailed to a random sample of 8,000 San Mateo County residents. A similar letter invitation from the City/County Association of Governments (C/CAG) was sent to a total of 27,000. This sample included customers and non-customers of Peninsula Clean Energy. The letter, printed in English and Spanish, invited recipients to respond to a self-administered online survey offered in English and Spanish. (Only 4 respondents chose to take the survey in Spanish.) Letter recipients were offered an incentive for two winners of \$500 and 17 prizes of \$100 each. The response rate to the invitation was

6.2% (5.8% response to the C/CAG letter and 7.4% to the OOS letter). Participants were offered the opportunity to complete the survey over the phone and 5 of them chose to do so. The online survey took an average of 22 minutes to complete. Surveys were completed between **April 21 and May 12, 2021**.

The final sample was normalized to better reflect the population characteristics of San Mateo County. Non-customers were sampled down to reflect their proportion in the general population. Weights were applied to reflect census demographics for the county's ethnicity proportions and the sample was randomly reduced to achieve the known proportion of EVs in the county (10.2%) based on California Department of Motor Vehicles registration data. This resulted in a final, normalized sample size of **1,623** residents. The sample acquired via the OOS letter (the "OOS Sample") and the sample acquired via the C/CAG letter (the "C/CAG sample") were of different sizes with different margins of error as depicted in the table below.

	Sample Size	Margin of Error at 95% Confidence*	Trend analysis possible?
OOS Sample	509	+/- 4.3%	Yes
C/CAG Sample	1,114	+/- 2.9%	No
		* Slightly higher for subgroups	

Because the 2020 sample was collected via a letter from OOS, the 2021 C/CAG sample is not strictly comparable and Hiner recommends that trend analysis be confined to the OOS samples.

Throughout this report, the sample size for each chart is indicated by "N=." For example, N=500 would indicate that 500 respondents answered a particular question. Sample sizes pertaining to the OOS sample are shown as "N(O)=" and for the C/CAG sample are shown as "N(C)=."

The normalized participant profile generally aligns with Census data for the county.

[memo continues on next page]



Survey Sample				
Self Identified Race	2020 OOS	2021 OOS	2021 C/CAG	Census*
White	37%	37%	38%	39%
Asian / Pacific Islander	30%	29%	30%	30%
Hispanic	24%	25%	25%	24%
Other	9%	9%	7%	7%

Age	2020 OOS	2021 OOS	2021 C/CAG	Census*
18 – 34	19%	17%	18%	78.6%
35 – 44	19%	26% ↑	19%	
45 – 54	21%	19%	18%	
55 – 64	21%	17%	23%	
65+	19%	21%	21%	21.4%

Home Ownership	2020 OOS	2021 OOS	2021 C/CAG	Census*
Owner	53%	55%	56%	60%
Renter	45%	44%	42%	40%

Income	2020 OOS	2021 OOS	2021 C/CAG	Income	Census*
Less than \$50K	13%	13%	12%	Below \$122,641	50%
\$50K to less than \$100K	20%	19%	20%		
\$100K to less than \$150K	17%	15%	16%		
\$150K to less than \$250K	20%	21%	22%	Above \$122,641	50%
\$250K+	18%	17%	16%		

\* Source: [U.S. Census Bureau QuickFacts: United States](#)

A substantial number of apartment and condo dwellers responded to the survey.

Dwelling Type	2020 OOS	2021 OOS	2021 C/CAG
Detached Single Family Home	54%	57%	53%
Unit in a Larger Building (Duplex, Apt, Condo)	41%	40%	42%
Accessory Dwelling (Granny flat, in-law unit)	1%	1%	1%
Other	2%	1%	3%

### Brand Awareness and Perception

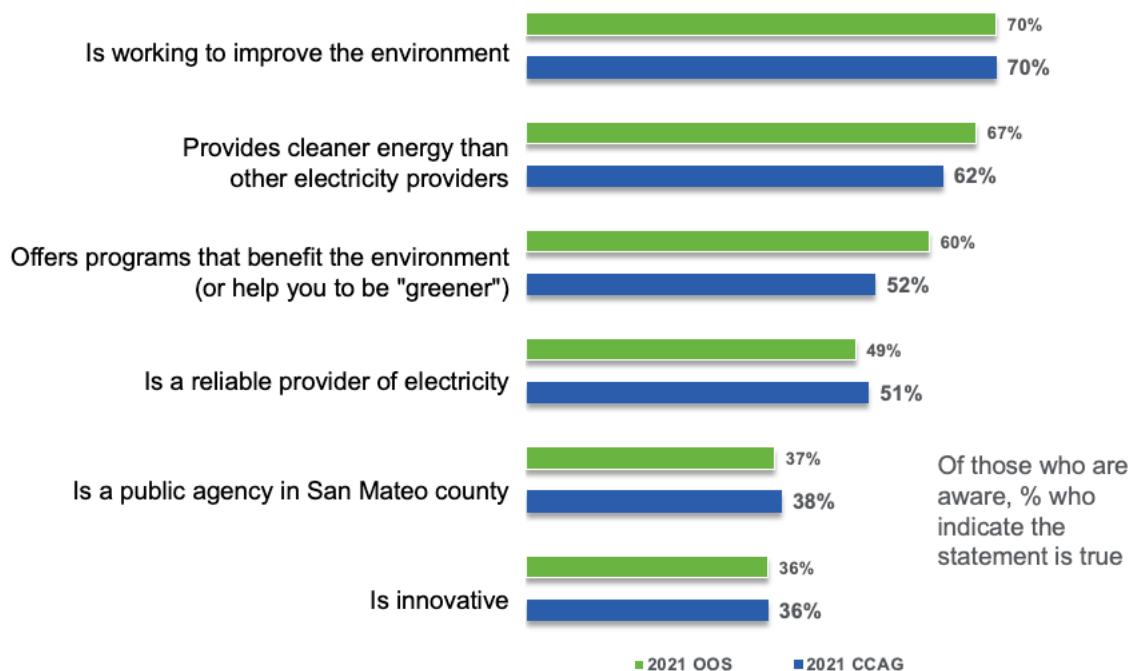
31% of the OOS Sample respondents and 37% of the C/CAG respondents were aware that Peninsula Clean Energy is an energy provider from whom they can purchase electricity for their home. This “total awareness” (aided plus unaided) is similar to the awareness of 34% captured in the April 2020 survey. Unaided awareness (Peninsula Clean Energy listed by respondent, without prompting, as an energy provider) was 13-14% (OOS, C/CAG). By comparison, the unaided awareness measured in 2017 was 3%. However, since the survey methodology used in 2017 was different, the figures are not strictly comparable.

Of the respondents who are aware of Peninsula Clean Energy, approximately 60% had a favorable perception. This compares to 51% favorability rating for PG&E among those who are aware of PG&E. Respondents who are 55 and older, White, homeowners living in single family dwellings are more likely than other groups to be aware of Peninsula Clean Energy and to have a more favorable view. Perception metrics lag among younger renters and low-income Hispanic households.

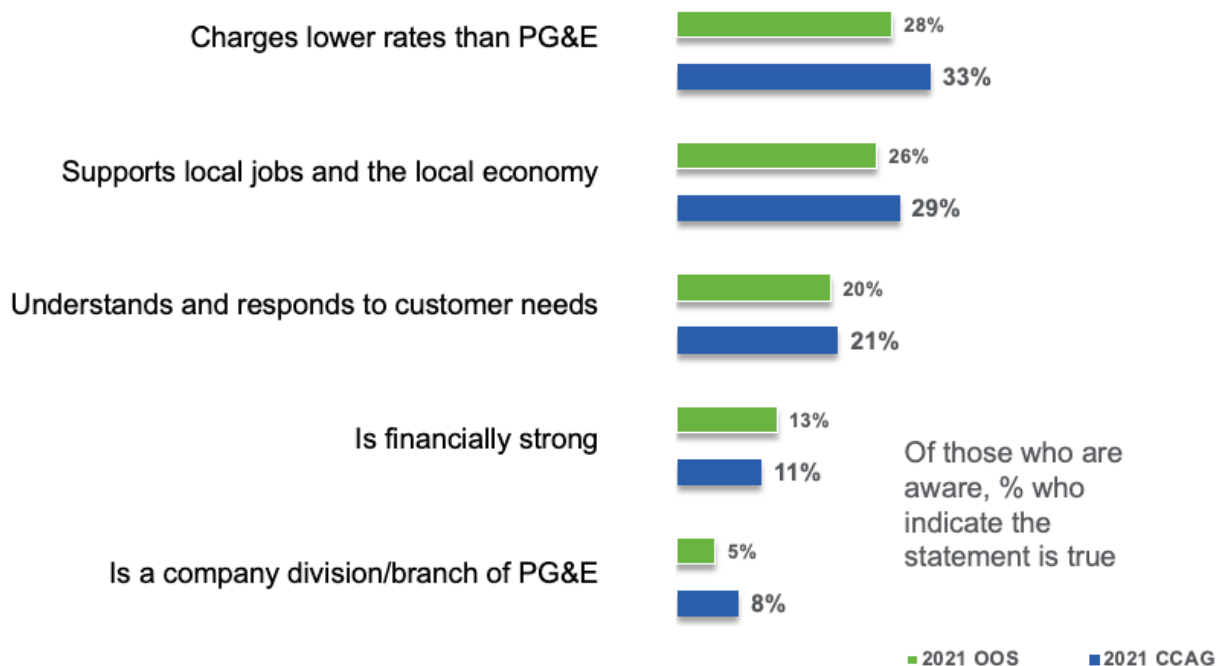
The messages Peninsula Clean Energy intends to convey to residents are registering among those who are aware of the agency.

*Question: For each statement, please indicate if you think it is true or false about Peninsula Clean Energy.*

N(O)=156, N(C)=413



A substantial portion of respondents are not sure of these attributes. Of particular note in the chart below are the perceptions regarding lower rates. About one-third of respondents believe it is true that Peninsula Clean Energy charges lower rates than PG&E. However, half or more of the respondents (56% OOS and 49% C/CAG) indicate that they are not sure whether Peninsula Clean Energy rates are lower than PG&E's.

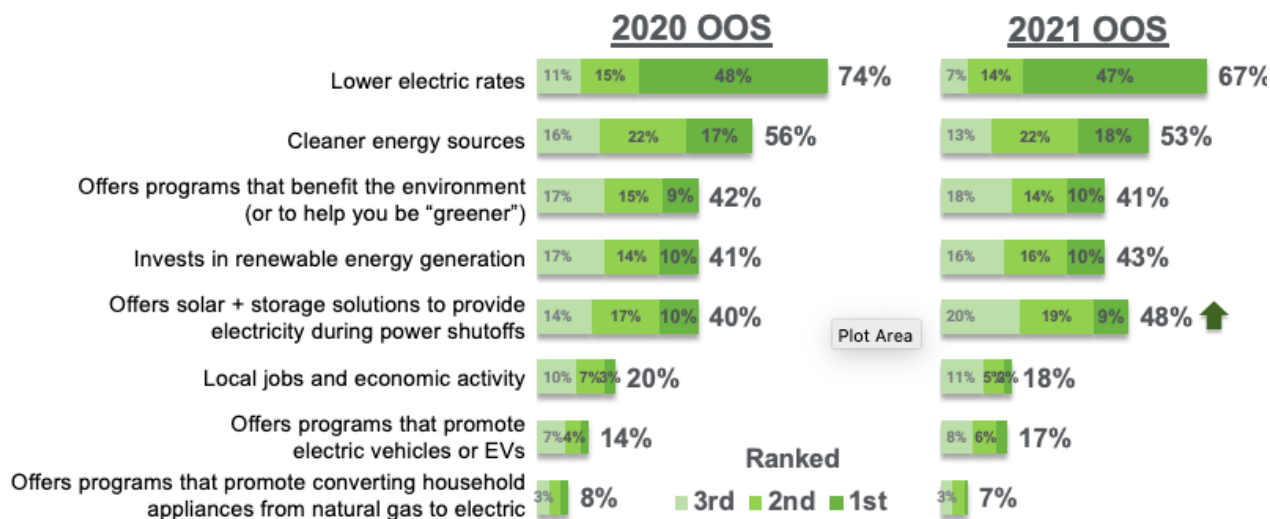


When asked about the top three advantages of importance for an electricity provider, nearly half of respondents rate “lower electric rates” as the top priority. Just 18% rank cleaner source #1, followed by renewable energy investments (10%), environmental benefits (10%) and solar+storage (9%). In the bars below, percentages shown in the darkest green represent the portion of respondents that rated that attribute as the most important. The lighter green depicts the portion of respondents that rated that attribute as second most important, and the lightest green depicts the portion that rated that attribute the third most important.

[memo continues on next page]

Question: If a provider of electricity to your home could offer all the advantages listed below, which three would be most important to you?

N(O, 2020 survey)=2,261; N(O, 2021 survey)=509



Arrows indicate significant difference from prior year at 95% confidence.

### Environmental Attitudes

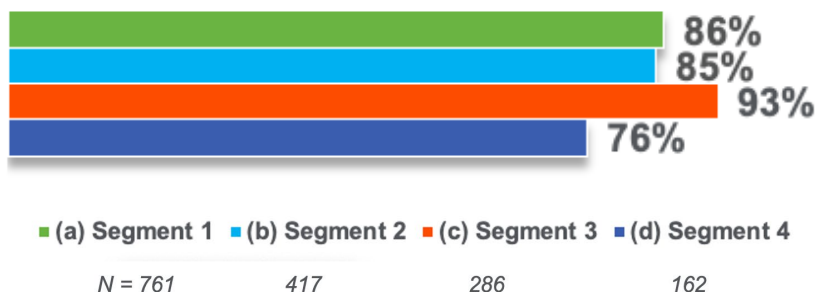
Respondents overwhelmingly state a belief that the community should prioritize efforts to do its part to reduce greenhouse gas emissions. This is true among all residential segments. Based on a cluster analysis, Hiner & Partners was able to identify four segments of respondents. Each segment is broadly characterized below:

- Segment 1 (middle-aged, higher-income, non-Hispanic, homeowners)
- Segment 2 (older, non-Hispanic, likely empty nesters)
- Segment 3 (young renters of color)
- Segment 4 (low-income, Hispanic, larger households)

Question: Please indicate your agreement with the following statement about the San Mateo County Community. I believe our community should prioritize efforts to do its part to reduce greenhouse gas emissions.

N(O)+N(C)=1626

Percent responding "agree somewhat" or "agree strongly."



The 93% response of the young renters of color segment is significantly greater than the measures for the other segments.

### **Implications of Brand Awareness/Perception Findings**

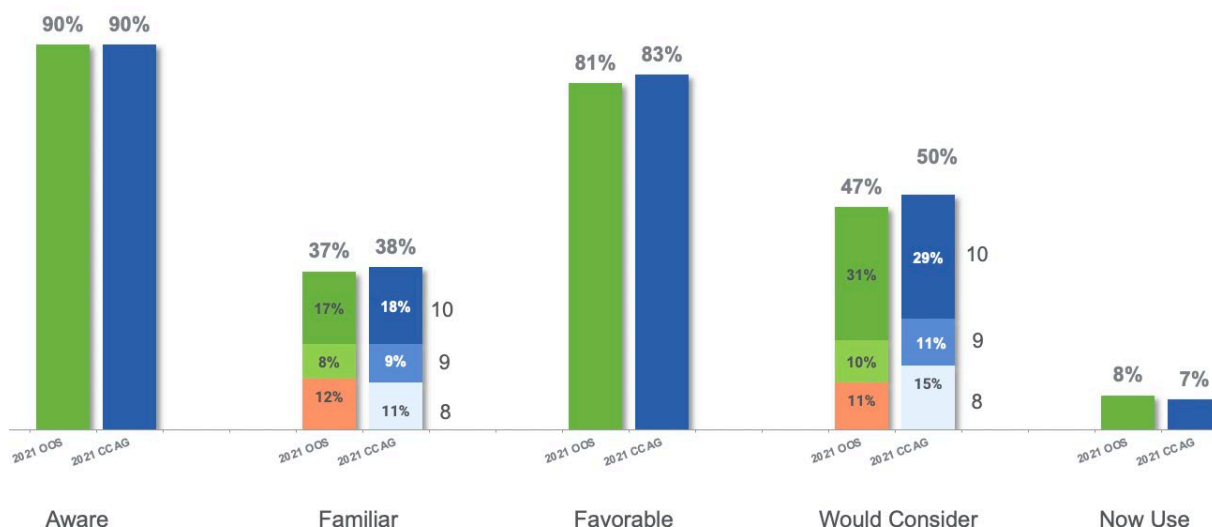
There was no measurable improvement in overall brand awareness from 2020. Among those residents who know of Peninsula Clean Energy, the perceptions are favorable and aligned with key elements of our brand identity around clean energy and community investments to benefit the environment. There is plenty of room for improvement in brand awareness and perception especially among certain customer segments such as younger renters of color and low-income Hispanic households. The young renters of color segment will likely be particularly receptive to messages about reducing GHGs or positively impacting climate change. Increasing awareness of and engagement in community programs and incentives (such as the ebike, Used EV, Home Upgrade Program, and Heat Pump Water Heater rebates) could increase overall brand awareness. While Peninsula Clean Energy and our outreach partners have continued to emphasize that we offer lower electricity rates, improved awareness of this fact remains elusive.

### **Electric Vehicle Awareness and Perceptions**

Hiner & Partners, Inc. has developed a methodology referred to as the “Persuasion Monitor™”. Hiner uses this methodology and question structure to identify and address significant challenges in moving consumers from awareness along the path to adoption of a product. In this survey, the EV questions were presented to those respondents who had driver licenses or intended to get one in the next 12 months and who would be the primary decision-maker for a vehicle purchase or lease. Almost all respondents (90%) are aware of EVs. Over 80% have a favorable view of them. There remains a large gap between awareness and familiarity, with roughly two in five respondents indicating they are familiar. Approximately half the respondents would consider a fully electric vehicle the next time they make a vehicle purchase. These measures are within the margin of error of the measures taken in 2020. The one significant change in these EV adoption measures is that significantly fewer respondents would consider a plug-in hybrid vehicle than in the 2020 survey.

Questions: Before seeing this list, which of the electric vehicle types listed below had you heard of, as being available today in San Mateo county? and How familiar would you say you are with the various types of electric vehicles that are available now? and What is your opinion of electric vehicles? and Which of the following types of vehicles are currently owned/leased by members of your household, including yourself? Please check all that apply.

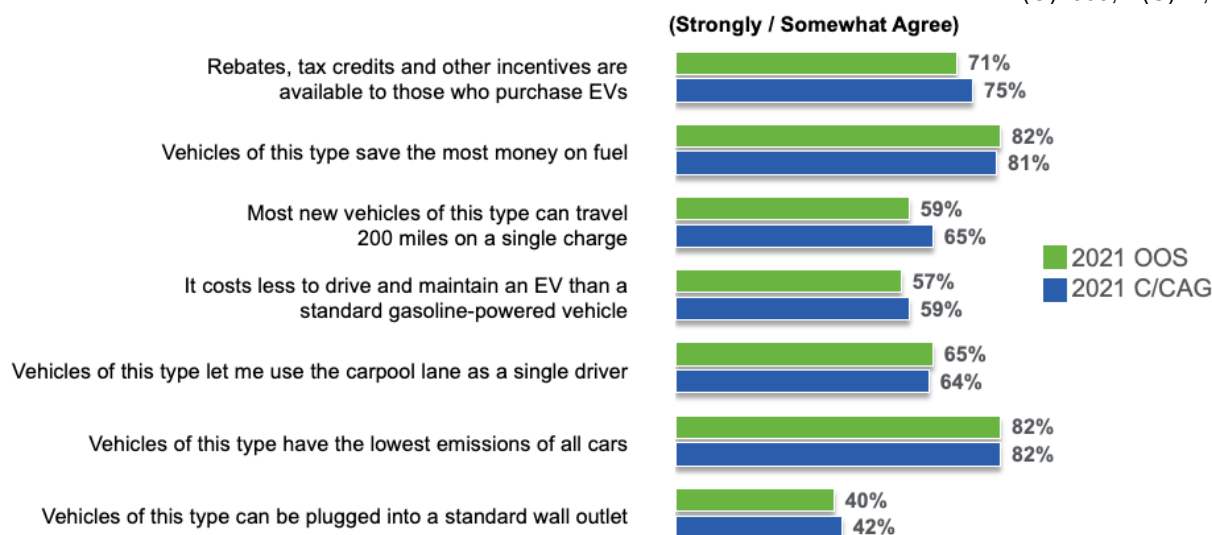
N(O)=509; N(C)=1,114



High percentages of respondents agree with most factual statements about plug-in EVs but there are opportunities to improve awareness of the ability to plug into a standard outlet, operating costs and range.

Question: Please indicate your agreement with the following statements about plug-in electric vehicles.

N(O)=509; N(C)=1,114



## Motivations for Purchasing an EV

In response to the question of which two or three things would motivate them to consider getting an EV, respondents indicated price, range and cost of use as top motivators. For Used EVs, the price of the vehicle was cited as a top motivator about twice as often as any other factor.

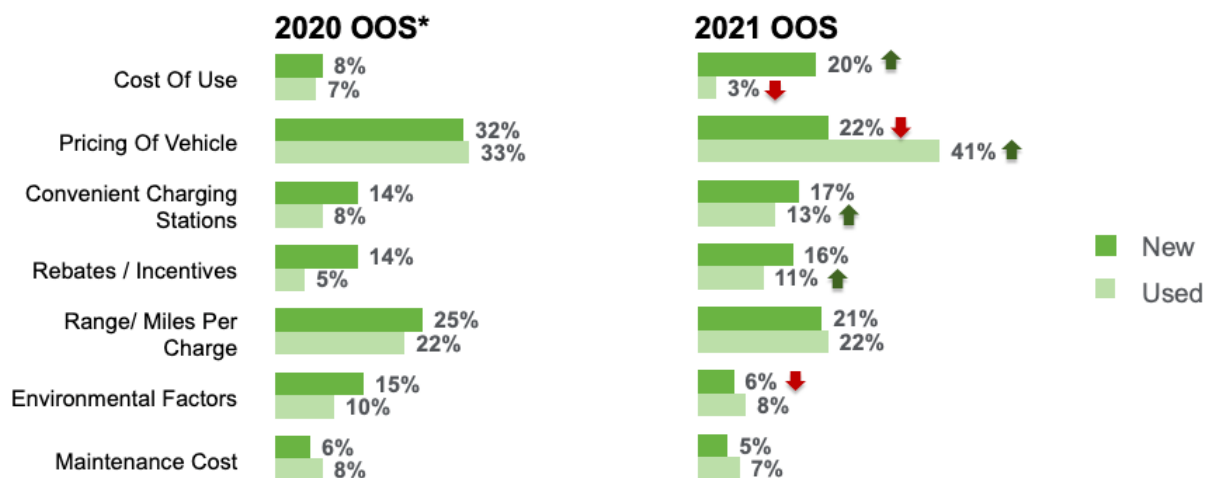
*Question: If you were in the market for a vehicle, what are two or three things that might motivate you to consider getting an electric vehicle?*

N(O, 2020 survey) = 1,111 (new)

N(O, 2020 survey) = 404 (used)

N(O, 2021 survey) = 381 (new)

N(O, 2021 survey) = 306 (used)



\* 2020 was only asked of licensed decision makers



[memo continues on next page]

## Barriers to Purchasing an EV

Lack of convenient charging stations and affordability are the biggest barriers to adoption, followed by range concerns. Compared to last year's results, charging and affordability were cited more frequently and range less frequently as barriers to adoption. For Used EVs, the battery life/condition emerged as the third most often listed barrier to adoption.

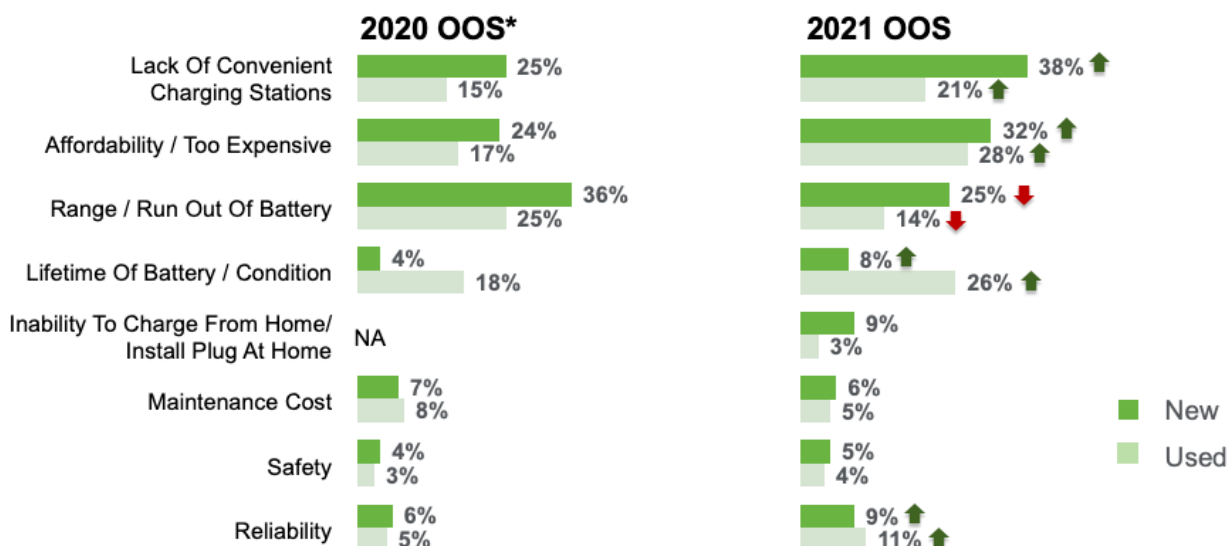
*Question: If you were in the market for a vehicle, what are two or three things that might be a concern to you when considering an electric vehicle?*

N(O, 2020 survey) = 1,111 (new)

N(O, 2020 survey) = 404 (used)

N(O, 2021 survey) = 381 (new)

N(O, 2021 survey) = 306 (used)

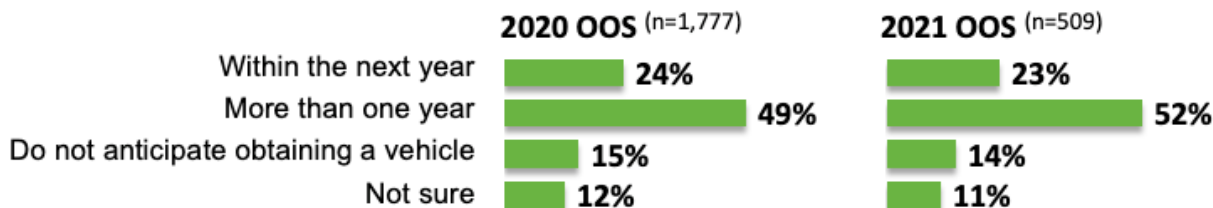


\* 2020 was only asked of licensed decision makers

## Vehicle Purchase Plans

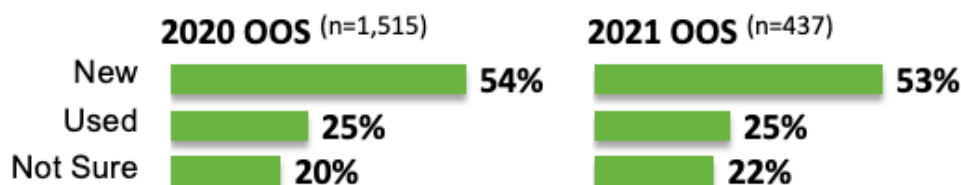
Surprisingly, there was no detectable change in purchase plans compared to the 2020 survey. In both 2020 and 2021, one in four respondents expected to buy or lease a vehicle in the coming year and half expected to do so in more than one year. Similar percentages expected the vehicle to be new (about half) and used (one in four). In 2021, one-third to one-half of respondents expected the purchased vehicle to be some form of an EV.

*Question: When do you expect that you or others in your household will next purchase or lease any type of vehicle for the household?*





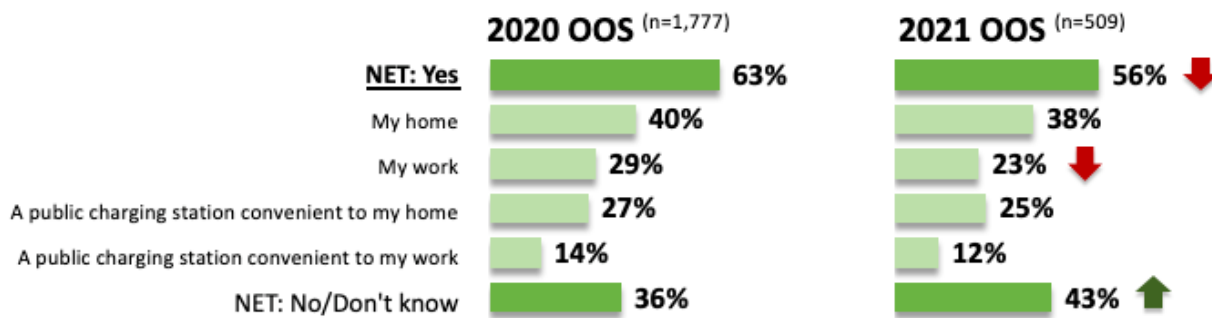
*Question (if purchasing): When you purchase or lease your household's next vehicle, do you expect it will be new or used?*



### Place to Charge an EV

Six in ten respondents believe they have a place to plug in an EV. When asked to identify all the places where they could charge an EV, 43% of the 2021 respondents did not know where they might charge. By comparison, in 2020, 36% of respondents did not know. Compared to 2020, a significantly smaller percentage of respondents indicated that they could charge at work. This could possibly be explained by the effects of the pandemic on work location. Note that even though only 38% of respondents believe they can charge at home, 54% indicated that there is a regular power outlet near where they park their car at home. This gap reflects a lack of understanding that EVs can be plugged into regular power outlets.

*Question: Whether or not you currently have an electric vehicle of any type, do you have a place where you could plug it in? If so, where? Please check all that apply.*



### Implications of EV Awareness/Perception Findings

Residents are strongly aware of EVs and view them favorably. Because the interest in EVs spans a wide range of income groups, campaigns can target all residents. Educating residents about operating costs, charging options and range could reduce barriers to purchasing EVs. In spring of 2020, 1 in 4 residents were considering buying a vehicle in the next year. This represents a strong opportunity to influence the direction of that purchase toward an EV. Improving charging availability in public locations and in multi-unit dwellings and increasing awareness of this availability could increase adoption among the young renters segment of the market. Providing information to help used EV buyers evaluate the remaining life of the battery would be valuable.

**COMMONLY USED ACRONYMS AND KEY TERMS**

AB xx – Assembly Bill xx  
ALJ – Administrative Law Judge  
AMP- Arrears Management Plans  
AQM – Air Quality Management  
BAAQMD – Bay Area Air Quality Management District  
CAC – Citizens Advisory Committee  
CAISO – California Independent System Operator  
CalCCA – California Community Choice Association  
CAM – Cost Allocation Mechanism  
CARB – California Air Resources Board, or California ARB  
CARE- California Alternative Rates for Energy Program  
CBA – California Balancing Authority  
3CE- Central Coast Community Energy (Formerly Monterey Bay Community Power-MBCP)  
CCA – Community Choice Aggregation (aka Community Choice Programs (CCP) or  
CCE – Community Choice Energy (CCE)  
CCP – Community Choice Programs  
CEC – California Energy Commission  
CPP- Critical Peak Pricing  
CPSF – Clean Power San Francisco  
CPUC – California Public Utility Commission (Regulator for state utilities)  
CSGT - Community Solar Green Tariff  
DA – Direct Access  
DAC-GT - Disadvantaged Communities Green Tariff  
DER – Distributed Energy Resources  
DG – Distributed Generation  
DR – Demand Response  
DRP – Demand Response Provider  
DRP/IDER – Distribution Resources Planning / Integrated Distributed Energy Resources  
EBCE – East Bay Community Energy  
ECOplus – PCE’s default electricity product, 50% renewable and 90% GHG-free (in 2019)  
ECO100 – PCE’s 100% renewable energy product  
EDR – Economic Development Rate  
EE – Energy Efficiency  
EEI – Edison Electric Institute; Standard contract to procure energy & RA  
EIR – Environmental Impact Report  
ELCC – Effective Load Carrying Capability  
ESP – Electric Service Provider  
ESS – Energy Storage Systems  
ERRA – Energy Resource Recovery Account  
EV – Electric Vehicle  
EVSE – Electric Vehicle Supply Equipment (Charging Station)  
FERA- Family Electric Rate Assistance Program

FERC – Federal Energy Regulatory Commission  
 FFS – Franchise Fee Surcharge  
 GHG – Greenhouse gas  
 GHG-Free – Greenhouse gas free  
 GTSR – Green Tariff Shared Renewables  
 IDER – Integrated Distributed Energy Resources  
 IOU – Investor Owned Utility (e.g PG&E, SCE, SDG&E)  
 IRP – Integrated Resource Plan  
 ITC – Investment Tax Credit (it’s a solar tax credit)  
 JCC – Joint Cost Comparison  
 JPA – Joint Powers Authority  
 kW – kilowatt (Power)  
 kWh – Kilowatt-hour (Energy)  
 LIHEAP- Low Income Home Energy Assistance Program  
 Load Shaping – changing when grid energy is used  
 LSE – Load Serving Entity  
 MCE – Marin Clean Energy  
 Methane Gas- formerly known as ‘natural gas’  
 Microgrid – building or community energy system  
 MW – Megawatt (Power) = 1000 kW  
 MWh – Megawatt-hour (Energy) = 1000 kWh  
 MUD – Multi-unit Dwelling  
 NBCs – non-bypassable charges  
 NEM – Net Energy Metering  
 NERC – North American Electric Reliability Corporation  
 NDA – Non-Disclosure Agreement  
 NG – Natural Gas  
 OES – Office of Emergency Services  
 OIR – Order Instituting Rulemaking  
 PCC – Portfolio Content Category (aka “buckets”) – categories for RPS compliance  
 PCC1 – Portfolio Content Category 1 REC (also called bucket 1 REC)  
 PCC2 – Portfolio Content Category 2 REC (also called bucket 2 REC)  
 PCC3 – Portfolio Content Category 3 REC (also called bucket 3 REC or unbundled REC)  
 PCE – Peninsula Clean Energy Authority  
 PCIA – Power Charge Indifference Adjustment  
 PCL – Power Content Label  
 POU – Publicly Owned Utility  
 PPA – Power Purchase Agreement  
 PSPS – Public Safety Power Shutoff  
 PV – Photovoltaics (solar panels)  
 RA – Resource Adequacy  
 RE – Renewable Energy  
 REC – Renewable Energy Credit/Certificate  
 RICAPS - Regionally Integrated Climate Action Planning Suite  
 RPS – California Renewable Portfolio Standard  
 SB xx – Senate Bill xx  
 SCP – Sonoma Clean Power  
 SJCE – San Jose Clean Energy

SMD – Share My Data, interval meter data  
SQMD – Settlement Quality Meter Data  
SVCE – Silicon Valley Clean Energy  
TNCs – Transportation Network Companies (ridesharing companies)  
TOU RATES – Time of Use Rates  
VGI – Vehicle-Grid Integration  
V2G – Vehicle-to-Grid  
VPP – Virtual Power Plant  
WECC – Western Energy Coordinating Council  
WREGIS – Western Renewable Energy Generation Information System  
WSPP – Western Systems Power Pool; standard contract to procure energy and RA