

**REGULAR MEETING of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)  
Thursday, May 27, 2021  
6:30 pm**

**PLEASE NOTE:** for Video conference: <https://meetings.ringcentral.com/j/1456712808>

for Audio conference: dial 1-623-404-9000, or 1-773-231-9226,  
then enter the Meeting ID: 145 671 2808 followed by #

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

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

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

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

**CALL TO ORDER / ROLL CALL**

**PUBLIC COMMENT**

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

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

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

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

## **REGULAR AGENDA**

1. Chair Report (Discussion)
2. CEO Report (Discussion)
3. Citizens Advisory Committee Report (Discussion)
4. Appointments to the Citizens Advisory Committee (Action)
5. Approve Update to the EV Charging Incentive Program (Action)
6. Review Fiscal Year 2021-2022 Draft Budget (Discussion)
7. Board Members' Reports (Discussion)

## **CONSENT AGENDA**

8. Approve Contract Renewal with Darren Goode (Action)
9. Approve Non-Renewal of the Term Loan Agreement with Barclays Bank for \$12 Million Credit Line (Action)
10. Authorize Chief Executive Officer to Execute an Agreement with Ascend Analytics for a License to Ascend's Software Suite and Consulting Services for Portfolio Planning and Risk Management for a One Year Term, with the Option to Extend for a Second Year through May 28, 2023 in an Amount Not to Exceed \$385,000 (Action)
11. Approval of the Minutes for the April 22, 2021 Meeting (Action)

## **INFORMATION ONLY REPORTS**

12. Marketing and Outreach Report
13. Regulatory Report
14. Legislative Report
15. Community Energy Programs Report

16. Procurement Report

17. Financial Reports and Investment Summary for Third Quarter FY2020-2021

18. Report on California Community Power (CCP) Joint Powers Authority Board Meeting  
held on May 19, 2021

19. Industry Acronyms and Terms

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

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

### Best Practices:

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

### Options for Joining

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

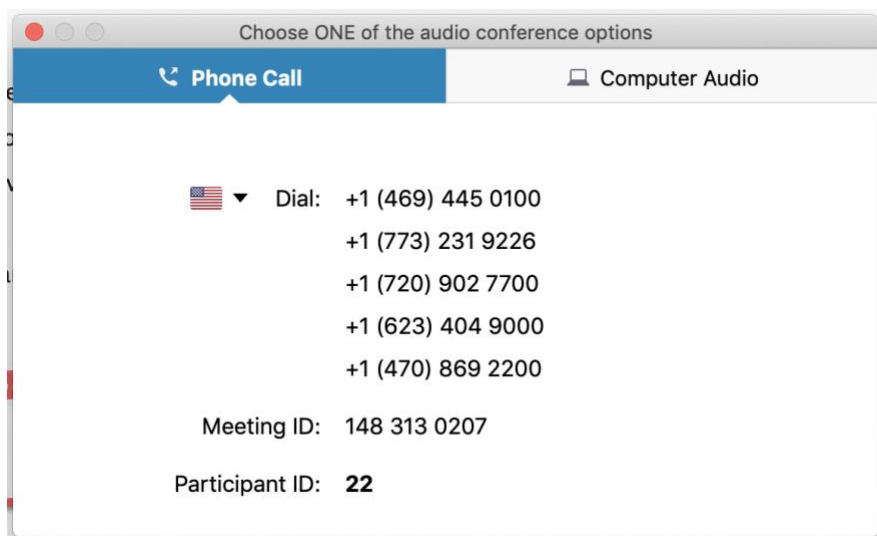
### Videoconference Options:

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

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

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

1. From your computer, click on the following link:  
<https://meetings.ringcentral.com/j/1456712808>
2. The RingCentral Application will open on its own or you will be instructed to Open RingCentral Meetings.
3. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Phone Call option at the top of the pop-up screen.

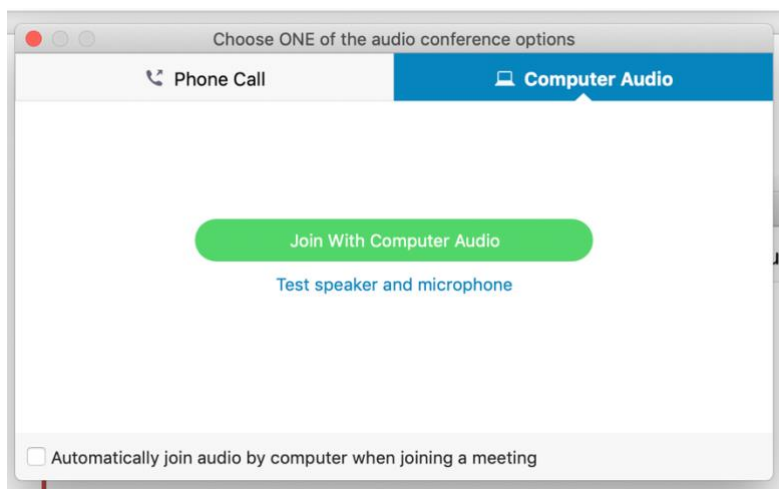


**IMPORTANT:** Please do not use the Participant ID that is in the picture to the left. Enter the Participant ID that appears on your own personal pop-up.

4. Please dial one of the phone numbers for the meeting (it does not matter which one):
  - +1 (623) 404 9000
  - +1 (469) 445 0100
  - +1 (773) 231 9226
  - +1 (720) 902 7700
  - +1 (470) 869 2200
5. You will be instructed to enter the meeting ID: **145 671 2808 followed by #**
6. You will be instructed to enter in your **Participant ID followed by #**. Your Participant ID is unique to you and is what connects your phone number to your RingCentral account.
7. After a few seconds, your phone audio should be connected to the RingCentral application on your computer.
8. In order to enable video, click on “Start Video” in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

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

1. From your computer, click on the following link:  
<https://meetings.ringcentral.com/j/1456712808>
2. The RingCentral Application will open on its own or you will be instructed to Open RingCentral Meetings.
3. After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Computer Audio option at the top of the pop-up screen.



4. Click the green **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.

### **Audio Only Options:**

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

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

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

+1(623)4049000,,1456712808#  
+1(650)2424929,,1456712808#  
+1(720)9027700,,1456712808#  
+1(213)2505700,,1456712808#  
+1(346)9804201,,1456712808#  
+1(470)8692200,,1456712808#  
+1(646)3573664,,1456712808#  
+1(773)2319226,,1456712808#  
+1(312)2630281,,1456712808#  
+1(469)4450100,,1456712808#

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

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

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

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

Dial a following number based off of your location:

+1(623)4049000  
+1(650)2424929  
+1(720)9027700  
+1(213)2505700  
+1(346)9804201  
+1(470)8692200  
+1(646)3573664  
+1(773)2319226  
+1(312)2630281  
+1(469)4450100

You will be instructed to enter the **meeting ID: 145 671 2808** followed by #

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

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

**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** May 20, 2021  
**BOARD MEETING DATE:** May 27, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

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

**REPORT:**

**Staffing Updates:**

I am pleased to announce that Jennika Uribe will be joining PCE as our Community Outreach Specialist in Los Banos, starting on June 1.

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

- Community Outreach Specialist (San Mateo County)
- Energy Contracts Manager
- Board Clerk/Executive Assistant to CEO/Office Manager

**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, May 2020 through April 2021. The April 2021 load was 1% greater than the April 2020 load. The second graph, "Monthly Load Changes by Customer Class", shows that commercial classes have recovered significantly from their lows in May 2020. Residential load decreased compared to last month and last year. The third graph, "Load Shapes (PCE)", shows the change overall in our load on an hourly basis with April 2021 load higher in the morning peak hours compared to April 2020.

**Reach Codes**

Attached to this report is an updated table showing the status of Reach Code adoption by PCE jurisdictions. Congratulations to Daly City for adopting reach codes!

**Regulatory and Legislative Updates**

A revised Proposed Decision (PD) was issued by the CPUC on May 17 regarding the PCIA / Working Group 3 recommendations. It is possible that the CPUC will act on this PD at their business meeting on May 20. A verbal update will be provided at the Board meeting on May 27.



Two bills, SB 612, CalCCA's bill regarding the PCIA / Working Group 3, and SB 68, Senator Josh Becker's bill on building electrification, are scheduled to be heard in the Senate Appropriations Committee on May 20. A verbal update will be provided at the Board meeting on May 27.

The CPUC has just issued a Proposed Decision (PD) opposing the expansion of direct access, with the conclusion that expansion of direct access at this time would present an unacceptable risk to the state's long-term reliability goals as well as increased greenhouse gas emissions. Stakeholders will have the opportunity to provide comments and reply comments on this proposed decision before the CPUC takes final action on this PD.

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

Attended May 19 board meeting of CC Power, the new JPA which now consists of 10 member CCAs with the addition of CleanPowerSF and Valley Clean Energy. CCAs. The notes from this board meeting are found in agenda item 18.

Presented guest lecture decarbonization on May 5 for Stanford graduate engineering class.

Attended annual meetings with PCE member cities: Pacifica (May 25), San Carlos (May 26). Attended follow-up meetings with Millbrae (April 23).

Attended ex parte meeting with CPUC Commissioner Martha Guzman-Aceves staff regarding the proposed decision on the PCIA / Working Group 3 on April 23.

Attended meeting with CPUC Commissioner Martha Guzman-Aceves staff regarding the DAC-GT and CSGT allocations with regard to the addition of Los Banos.

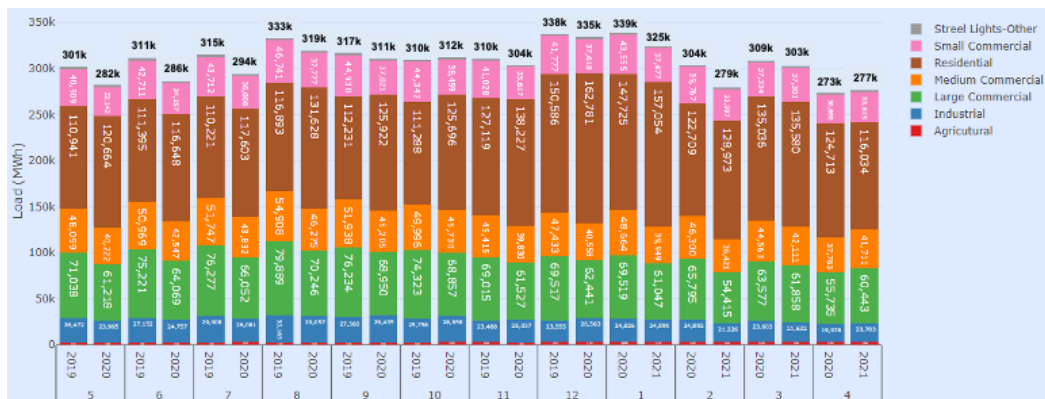
Participated in weekly and monthly CalCCA Board and Executive Committee meetings.

Participated in SV5 (formerly called MAG5) meetings.

## Impact of COVID-19 on PCE Load

### Monthly Load

- 7% decrease in PCE's monthly load in the first few months after COVID (May through July of 2020 compared to same months in 2019)
- Only 2% decrease in August-December of 2020 (compared to same months in 2019)
- 4%, 8%, and 2% decrease in January-March 2021 (compared to same months in 2020)
- 1% increase in April 2021 compared to April 2020



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### 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, we noticed an increase in C&I load in 2021 compared to 2020 and a decrease in residential load in 2021 compared to 2020.

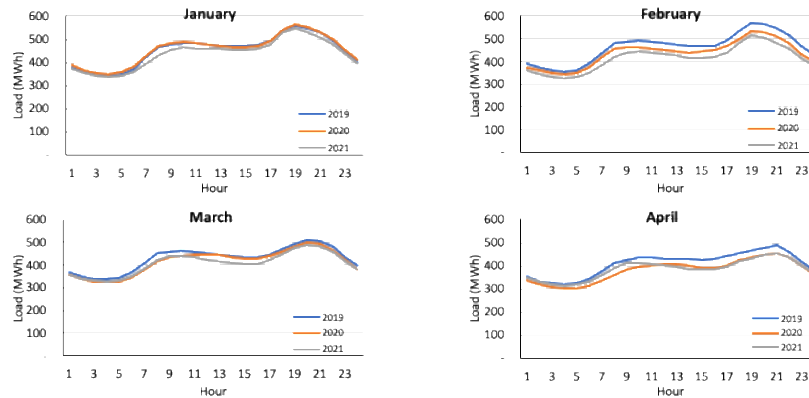
Agricultural	-6%	16%	13%	-1%	2%	10%	-8%	-7%	-8%	-1%	-12%	-7%
Industrial	-9%	-9%	-10%	-4%	8%	12%	7%	13%	-1%	-15%	-8%	4%
Small Commercial	-21%	-20%	-18%	-19%	-18%	-13%	-13%	-10%	-14%	-15%	0%	10%
Medium Commercial	-16%	-17%	-15%	-16%	-13%	-9%	-12%	-14%	-18%	-21%	-6%	10%
Large Commercial	-14%	-15%	-13%	-12%	-10%	-7%	-11%	-10%	-12%	-17%	-3%	8%
Residential	9%	5%	7%	13%	12%	13%	9%	8%	6%	5%	0%	-7%
Street Lights-Other	-1%	0%	2%	0%	0%	0%	-1%	-1%	0%	-5%	-1%	0%
PCE	-6%	-8%	-7%	-4%	-2%	1%	-2%	-1%	-4%	-8%	-2%	1%
Month	5	6	7	8	9	10	11	12	1	2	3	4

\* For months 5-12, the heatmap shows how much load in 2020 was lower/higher compared to same month in 2019. For months 1-4, it shows how much load in 2021 was lower/higher compared to same month in 2020.

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## Load Shapes (PCE)

- January-March: 2021 load lower down 2019 and 2020 load.
- April: 2021 load scaled down compared to 2019 load. 2021 load is higher in morning peak hours compared to 2020 load.



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## San Mateo County Reach Code Status

### San Mateo County Status – Reach Codes

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
Colma	Adopted	Prewiring required	Increase EV capable
Portola Valley	1 <sup>st</sup> reading TBD	(All-electric w/ exceptions)	(existing EV code)
Belmont, South SF	Under development		
Atherton, Foster City, Half Moon Bay, Hillsborough, San Bruno	Letter of Intent, Staff discussions or Council briefing done		
Woodside	Declined		

Santa Clara County  
Adopted: 12  
In-Progress: 3

New



**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** May 14, 2021  
**BOARD MEETING DATE:** May 27, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

**TO:** Honorable Peninsula Clean Energy Authority (PCE) Board of Directors  
**FROM:** Board Committee on Citizens Advisory Committee Recruitment  
**SUBJECT:** Appointment of Members to Citizens Advisory Committee (CAC)

**RECOMMENDATION:** Adopt a Resolution Appointing Members to the Peninsula Clean Energy Authority Citizens Advisory Committee.

**BACKGROUND:**

On February 23, 2017, the PCE Board of Directors approved a proposal and a resolution approving the formation of a Citizens Advisory Committee (CAC) and indicating that it should consist of 11 to 15 members. On May 24, 2017, the PCE Board of Directors appointed 15 members to the Citizens Advisory Committee (CAC).

As outlined by the PCE Board of Directors, the general term for CAC members is three years. However, initial CAC members were appointed to staggered terms of either one year, two years, or three years. CAC members are eligible for re-appointment.

Two CAC members have terms ending in May 2021: Diane Bailey and Joseph Fullerton. Both requested to be re-appointed to another three-year term.

In addition, two CAC members, Janelle London and Allen Brown, recently stepped down from the committee creating two unexpected openings.

Peninsula Clean Energy staff publicly solicited applications to gather a pool of potential appointees. Six applications were received. All six candidates were interviewed on May 7, 2021 by a committee of the Board of Directors consisting of Rick Bonilla, Donna Colson, Tom Faria, Carole Groom, and Marty Medina. CAC members seeking re-appointment were evaluated amongst the new pool of applicants, with overall contributions and history of CAC meeting attendance taken into account.

**Discussion:**

The Board Committee on Citizens Advisory Committee Recruitment recommends that the PCE Board of Directors reappoint the two CAC members whose three-year terms expired in May. These members are Diane Bailey of Belmont and Joseph Fullerton of Half Moon Bay.

The Board Committee on Citizens Advisory Committee Recruitment also recommends the Board appoint Daniel Baerwaldt of Los Banos and Cheryl Oliver Schaff of Menlo Park as new appointees. More information on their qualifications is included in Attachment 1 to the Resolution accompanying this memo.

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

**STATE OF CALIFORNIA**

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**RESOLUTION APPOINTING MEMBERS TO THE PENINSULA CLEAN ENERGY  
AUTHORITY CITIZENS ADVISORY COMMITTEE (CAC)**

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

**WHEREAS**, Section 3.5 of the PCE Joint Powers Agreement states that the “Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board”; and

**WHEREAS**, PCE believes that establishment of an advisory committee, made up of members drawn from the community, would assist PCE in carrying out its mission; and

**WHEREAS**, the Board approved the creation of a Citizens Advisory Committee (“Committee” or “CAC”) on February 23, 2017, to be appointed by the PCE Board through an application process including review and recommendation by a committee of the PCE Board; and

**WHEREAS**, the Board appointed fifteen members to the Citizens Advisory Committee on May 24, 2017, and

**WHEREAS**, there are two members whose terms are expiring in May 2021 and who are eligible for reappointment, and

**WHEREAS, these two members of the CAC sought reappointment,**

WHEREAS, there are two additional members of the CAC who are stepping down from their seats and for which new appointments are needed, and

**WHEREAS**, the Board publicly solicited applications for the Citizens Advisory Committee, these applications were reviewed by the committee in May 2021, and that committee has recommended specific applicants for appointment.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board appoints the individuals listed in Attachment 1 hereto as members of the Citizens Advisory Committee for the term 2021-2024.

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## Attachment 1

### May 2021 Recommendations for Appointment to the PCE Citizens Advisory Committee

<b>Term (years)</b>	<b>First Name</b>	<b>Last Name</b>	<b>City</b>	<b>Key Strength(s)</b>	<b>Selected Background</b>
3 <i>renewed term</i> 2021-2024	Diane	Bailey	Belmont	Technical, Outreach	Director of Menlo Spark and climate policy advocate. Regional expert in building electrification policies and technologies. Long-time PCE champion.
3 <i>renewed term</i> 2021-2024	Joseph	Fullerton	Half Moon Bay	Technical, Education	Sustainability Manager at the San Mateo County Community Colleges District. Regional expert in sustainability workforce development, building energy use, and distributed energy resources.
3 <i>new term</i> 2021-2024	Daniel	Baerwaldt	Los Banos	Outreach, Education	Brings understanding of PCE's new service territory, especially from a youth perspective. Currently studying battery storage technology. Interested in community outreach.
3 <i>new term</i> 2021-2024	Cheryl	Oliver Schaff	Menlo Park	Outreach, Communications	Community organizer and climate advocate interested in promoting PCE and its programs. Professional background in marketing and community relations.





**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** May 12, 2021

**BOARD MEETING DATE:** May 27, 2021

**SPECIAL NOTICE/HEARING:** None

**VOTE REQUIRED:** None

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

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

**SUBJECT:** Update to the EV Ready charging incentive program

**RECOMMENDATION**

Approval of the proposed additional EV charging infrastructure incentive for a total of \$375,000 over three years, as recommended for approval by the Executive Committee.

**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; PCE aims to support this goal through investment in local community programs. Transportation emissions are the most significant challenge to deep decarbonization in San Mateo County. These emissions account for about 50% of direct emissions within the County and are still increasing. Approximately 40% of transportation emissions are from local commercial, rental, and government fleets that range from light-duty passenger vehicles to heavy-duty trucks.

To support decarbonization efforts, the Board approved the PCE Program Roadmap in September 2018, which identifies programs for 2019 and beyond to include transportation electrification measures, such as new and used vehicle purchase incentives, a multi-year electric vehicle (EV) infrastructure program, fleets, and new and shared mobility.

**DISCUSSION**

In 2018, the Board approved an EV Infrastructure Incentive Program, including \$16M in funding over four years. This program has been named PCE's "EV Ready" program. EV Ready includes funding from multiple sources, though most significantly from PCE and the California Energy Commission's (CEC) CALeVIP Program which includes \$12M from

the CEC and \$8M from PCE. Due to the nature of CALeVIP program requirements, it was expected that nearly all EV charging installation projects at workplaces and other public locations would utilize the CALeVIP funding. Therefore, PCE established a \$4M dedicated funding source primarily dedicated to EV charging installation projects at multi-family housing locations. The EV Ready program opened with PCE's funding component in October and project design work commenced. CALeVIP's funding component opened in December and rebates were exhausted immediately, leaving many workplace and public sites without funding. As a result, PCE is proposing a new EV charging rebate to assist some of these locations that did not receive funding.

The proposed rebate would add a new category to the current funding categories in EV Ready to include Level 2 EV charging stations at public sites and large workplaces. The rebate would be \$4,500 per Level 2 port (comparable to CALeVIP's incentive level), which is comprised of two components: \$2,000 from existing funds plus a \$2,500<sup>1</sup> "add-on" in new funding that would be paid back over time through funding from the Low Carbon Fuel Standard (LCFS), further explained below. The EV Ready program would provide this new rebate for up to 50 ports per year for a total of 150 ports at a maximum incentive total of \$675,000 with \$300,000 coming from the existing approved budget in EV Ready and \$375,000 coming from revenue generated through the LCFS, the California market program to incentivize development of low-GHG fuels.

The California LCFS program provides credits for EV charging that can be sold in the LCFS market. The market value of the credits varies over time but is expected to generate revenue to pay back the incentives provided in 4 to 6 years. In this new process, PCE would provide an upfront incentive to fund the installation of a new Level 2 EV charging station, and the station owner would be required to delegate their LCFS credits to PCE on an ongoing basis, which will be sold over time to repay back the rebate provided by PCE. This type of rebate structure is a new business process by PCE that allows for additional funding to be put into EV charging incentives without incurring any net added costs.

Priority will be given to customers who applied for, but didn't receive, CALeVIP funding and whose proposed locations for EV charging stations are more likely to be well utilized such as parking that has both employee parking and significant public visitors or sites that will use the EV charging stations for both employee and fleet charging. Better utilized stations will provide a better return in the form of LCFS revenue on PCE's upfront rebate incentive and PCE staff will review applications to ensure that the proposed EV charging stations will have access policies that support high utilization.

### **FISCAL IMPACT:**

Up to \$375,000 over 3 years (Fiscal Year 2021-2022 through Fiscal Year 2023-2024) for additional EV charging infrastructure incentives. This action is not expected to have a net cost to PCE.

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<sup>1</sup> The added rebate amount of \$2,500 is based on today's LCFS prices, which are about \$200 per credit, and factors in the expected decline in credit value in the future. This rebate amount may need to be reduced in the future as the value of LCFS credits declines.

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

\* \* \* \* \*

**RESOLUTION APPROVING NEW EV CHARGING INCENTIVE IN THE AMOUNT OF  
\$375,000 OVER THREE YEARS**

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

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

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

**WHEREAS**, on-road transportation emissions account for 50% of directly inventoried GHG emissions within the County; and

**WHEREAS**, supporting electric vehicles (“EVs”) is an important mechanism for reducing greenhouse gas emissions and improving the local economy; and

**WHEREAS**, EV charging infrastructure is necessary for the adoption of EVs; and

**WHEREAS**, the Board of Peninsula Clean Energy Authority approved an EV charging infrastructure program, known as “EV Ready;”

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board approves allocation of \$375,000 over three years for a new electric vehicle charging infrastructure incentive for workplaces and other public locations.

\* \* \* \* \*



**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** May 27, 2021  
**BOARD MEETING DATE:** May 27, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Andy Stern, Chief Financial Officer  
**SUBJECT:** Draft FY2021-2022 Budget (Discussion)

**Summary:**

A presentation covering a draft Budget for the Fiscal Year FY2021-2022 will be presented at the meeting.

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** May 14, 2021  
**BOARD MEETING DATE:** May 27, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority Present

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

**FROM:** KJ Janowski, Director of Marketing and Community Relations

**SUBJECT:** Authorize an Amendment to the Agreement with Darren Goode to provide professional services through May 31, 2021, increasing the amount by \$85,000 for a total not to exceed amount of \$330,000.

**RECOMMENDATION:**

Authorize an Amendment to the Agreement with Darren Goode to provide professional services through May 31, 2022 and to increase the contract amount by \$85,000 for a total not to exceed amount of \$330,000.

**BACKGROUND:**

Peninsula Clean Energy has ongoing needs for media relations strategy and execution to support one of the Marketing and Customer Care objectives in the board-approved Strategic Plan 2020-2025 which states: "Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry." Media relations work, in general, aims to ensure that Peninsula Clean Energy is known and trusted and that Peninsula Clean Energy communicates with, engages and persuades stakeholders to take action on individual decisions and policy stances.

**DISCUSSION:**

In December 2019 Peninsula Clean Energy and Darren Goode executed an agreement for media relations strategy and execution. The initial services agreement was for \$90,000 for a term of 6 months from December 4, 2019 through June 3, 2020.

In April 2020, Peninsula Clean Energy and Mr. Goode executed an amendment to the agreement to extend the term to May 31, 2021 and in an amount not to exceed \$245,000.

The current term of the agreement will end on May 31, 2021, but it is the desire of the parties to continue receiving/providing those professional services. Therefore, it is requested that an additional \$85,000 be added to the agreement, and for the agreement term to be extended to May 31, 2022.

PCEA desires to extend the agreement with Mr. Goode based on the value of his unique media relations support. He has provided such support since December 2019. He has a valuable skill set and direct experience in public relations and reporting in the fields of energy and the environment.

**STRATEGIC PLAN:**

Objective A of the marketing, Community Outreach & Customer Care section of the Strategic Plan 2020-2025 reads “Brand Reputation: Elevate Peninsula Clean Energy’s brand reputation as a trusted leader in the community and the industry.” Key tactics to support this objective include:

1. Position leadership as experts on CCAs and the industry
2. Cultivate relationships with industry media and influencers
3. Tell the story of Peninsula Clean Energy through diverse channels

The scope of work for this contract addresses all three of these tactics in support of Objective A.

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

**STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION APPROVING EXECUTION OF AN AMENDMENT TO THE  
AGREEMENT WITH DARREN GOODE FOR MEDIA RELATIONS STRATEGY IN AN  
AMOUNT NOT TO EXCEED \$330,000 AND EXTENDING THE TERM THROUGH  
MAY 31, 2022**

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

**WHEREAS**, in December 2019, PCE and Darren Goode (“Contractor”) executed an agreement for media relations strategy and execution in an initial amount of \$90,000; and

**WHEREAS**, in April 2020, PCE and Contractor executed an amendment to that agreement which extended the term to May 31, 2021; and

**WHEREAS**, Contractor has been providing media relations services to PCE since December 2019; and

**WHEREAS**, Contractor has unique capabilities to provide media relations support to PCE;



**WHEREAS**, staff is presenting to the Board for its review an amendment to the agreement with Contractor to increase the amount by \$85,000 for a total not to exceed amount of \$330,000 and to extend the term through May 31, 2022; and

**WHEREAS**, reference should be made to the amendment to the agreement accompanying this resolution 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 approves execution of an amendment to the agreement with Darren Goode for Media Relations Strategy and in an amount not exceed \$330,000 and extending the term through May 31, 2022.

\* \* \* \* \*

**AMENDMENT TO AGREEMENT  
BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND  
DARREN GOODE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 28th day of May 2021, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Darren Goode, hereinafter called "Contractor";

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

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;

WHEREAS, the parties entered into an Agreement for media relations strategy and execution services on December 4, 2019; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement and the maximum fiscal obligation by \$85,000 through May 31, 2022; and

WHEREAS, the parties wish to replace Exhibit A "Services" and Exhibit B "Rates and Billing"

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

1. Section 2 of the Agreement is amended to read as follows:

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 amendment exceed \$330,000. In the event that PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by PCEA at the time of contract termination or expiration.

2. Section 3 of the Agreement is replaced as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be from December 4, 2019 through May 31, 2022.

3. Original Exhibit A is replaced with attached Revised Exhibit A (rev. 5/14/21).
4. Original Exhibit B is replaced with attached Revised Exhibit B (rev. 4/14/21).

**All other terms and conditions of the agreement dated December 4, 2019 between PCEA and Contractor shall remain in full force and effect.**

For Contractor: DARREN GOODE

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_

PENINSULA CLEAN ENERGY AUTHORITY

By:

Chief Executive Officer, Peninsula Clean Energy Authority

Date:

## **Exhibit A (revised 5/14/21)**

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

**1. Provide ongoing media relations strategy and execution, guidance and counsel to Peninsula Clean Energy officials, including:**

- Serving as Peninsula Clean Energy's spokesperson and media contact
- Responding to media inquiries and advising Peninsula Clean Energy staff and board members on responses (including talking points and other training as needed) and further engagement
- Providing advice and communications strategy for crisis communication
- Preparing, overseeing and executing media announcements
- Assisting in special communications projects, on an as-needed basis, such as formulating messaging for materials used by Peninsula Clean Energy regulatory/legislative team and Peninsula Clean Energy lobbyist
- Providing input on media coverage for the weekly board newsletter and for the Peninsula Clean Energy website
- Tracking performance vs. Key Performance Indicators agreed-upon with Director of Marketing and reporting monthly on activities, accomplishments and opportunities

**2. Conduct media outreach, including:**

- Building Peninsula Clean Energy's visibility in the media so that the views of the agency's leaders can be influential in the industry and among policy makers in the State of California
- Supporting Peninsula Clean Energy's efforts to influence state and local policy through direct media outreach, earned and owned content and other collaboration with communications staff representing elected officials and other policymakers
- Building thought leadership profile of CEO and other relevant Peninsula Clean Energy officials and board members by showcasing them in press releases and other media outreach opportunities, op-eds, blogs and other content
- Maintaining and updating media and influencer lists
- Monitoring relevant media coverage of Peninsula Clean Energy and other relevant industry topics
- Monitoring opportunities for third-party cross-promotional and collaboration opportunities including coordinating with other CCAs and other third-party collaborators, including potentially coordinating with PR professionals who may be engaged by a coalition of local CCAs

**3. Produce and oversee production of content, specifically:**

- Writing press releases and associated social media content
- Original, ghostwritten Peninsula Clean Energy blogs or affiliated op-eds of an approximate range of 300-1,000 words each as needed

- Other potential content that also centers on the key messages of Peninsula Clean Energy providing cleaner, cheaper power than PG&E, while reinvesting heavily in our communities

**4. Leverage event opportunities, including:**

- Assisting in developing speaking proposals

### **Exhibit B – Rates and Billing**

Monthly billing for provision of services described in Exhibit A, at an hourly rate of \$200, billed in arrears.



**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** May 27, 2021  
**BOARD MEETING DATE:** May 27, 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:** Not to renew the term loan agreement with Barclays Bank

**RECOMMENDATION:**

Approve non-renewal of the term loan agreement with Barclays Bank.

**BACKGROUND:**

PCE's Board adopted a resolution on June 9, 2016 authorizing a Term Loan Agreement with Barclays Bank in the form of a \$12 million credit line. The structure of the agreement enabled PCE to draw down on the credit line as needed over the term of the loan of 5 years. During the nearly 5-year period, PCE has only drawn once on the loan in an amount of \$3 million to be able to provide collateral support for some of its initial PPA agreements. That \$3 million loan amount was fully repaid in December 2017.

The agreement is scheduled to expire on June 24, 2021. During the term of the agreement, PCE has paid an annual commitment fee to maintain access to the credit line. In the past 2 years, the annual fee has been \$90,000 per year (0.75% of the credit line), a level that was negotiated to be less than the initial few years of the agreement.

PCE Staff has had some initial discussions with Barclays about a possible renewal and/or restructure that might enable the possibility of providing Letters of Credit which are often required by PPA counterparties. As part of those discussions, Barclays indicated that either form would likely require new contract documents and a new credit approval. To accomplish those, legal fees would be required at a level that Staff estimates might range from \$40,000 to \$75,000. In addition, Barclays Bank indicated that they would be looking for a credit line that was substantially larger than the initial

term loan amount. In addition, based on discussions, it is possible that the annual fee could be higher than the 0.75% level that is paid now.

PCE Staff reviewed all of these issues with the Audit & Finance Committee at its meeting on May 10, 2021. The committee voted to recommend that the Board approve non-renewal of the Term Loan Agreement with Barclays Bank.

**Recommendation**

PCE staff recommends that the Board approves non-renewal of the Term Loan Agreement with Barclays Bank.



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

\* \* \* \* \*

**RESOLUTION TO APPROVE NON-RENEWAL OF THE TERM LOAN AGREEMENT  
WITH BARCLAYS BANK**

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

**WHEREAS**, the Board of the Peninsula Clean Energy Authority initially adopted a resolution on June 9, 2016 authorizing a Term Loan Agreement between PCEA and Barclays Bank in the form of a credit line enabling access for a term of up to five years and an amount of up to \$12 million, and

**WHEREAS**, the Term Loan Agreement is set to expire on June 24, 2021, and

**WHEREAS**, PCEA has drawn down on the Term Loan Agreement only once during the term in an amount of \$3 million which was repaid in December 2017, and

**WHEREAS**, PCEA, as part of the Term Loan Agreement, is required to pay an annual commitment fee to maintain access to the credit line when necessary, and

**WHEREAS**, PCEA current financial reserves have grown to the level that it is not expected that access to additional credit lines will be required in the next few years, and

**WHEREAS**, the Audit and Finance Committee unanimously approved a resolution on May 10, 2021 to recommend non-renewal to the Board.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of PCEA directs Staff to not renew the Term Loan Agreement with Barclays Bank.

\* \* \* \* \*

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** May 14, 2021  
**BOARD MEETING DATE:** May 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  
Siobhan Doherty, Director of Power Resources

**SUBJECT:** Authorize Chief Executive Officer to execute an Agreement with Ascend Analytics for a license to Ascend's software suite and consulting services for portfolio planning and risk management for a one year term, with the option to extend for a second year through May 28, 2023, in an amount not to exceed \$385,000. (Action)

**RECOMMENDATION:**

Authorize Chief Executive Officer to execute an Agreement with Ascend Analytics for a license to Ascend's software suite and consulting services for portfolio planning and risk management for a one year term, with the option to extend for a second year through May 28, 2023, in an amount not to exceed \$385,000 (Action)

**BACKGROUND:**

Peninsula Clean Energy is continuously working to refine its risk management strategy to manage power supply resources and minimize risk to financial and rate objectives. One way that we are working to achieve this is through the procurement of better risk management analytical tools.

Forecasting for power procurement involves many variables including expected load, generation and energy prices. Peninsula Clean Energy currently performs these analyses using a combination of tools developed internally. As the complexity of our power portfolio has increased, the complexity of our analysis needs have increased as well. Performing these tasks is complicated and requires specialized knowledge and tools. Third party software is available to provide more sophisticated analysis and to help quantify risk.

Staff is recommending Board approval of a contract to procure a license for such software from Ascend Analytics. The contract will be for a one year term with the option to extend for a second year. Staff is asking for Board approval for an amount that would cover both years including an elected second year. This decision whether or not to extend, will ultimately be made at the end of the first year of the contract.

**DISCUSSION:**

Staff is seeking approval by the Board for an agreement with Ascend Analytics (“Ascend”). Ascend is a premier provider of software solutions to enable optimal management of power portfolio resources and management of energy risk. Ascend’s tools and services will provide a much more rigorous and sophisticated approach to modeling including using stochastic analysis tools which better analyze the inherently incremental nature of renewable resources.

Peninsula Clean Energy completed a pilot of two analysis and portfolio risk management software options where Peninsula Clean Energy extensively used and tested each software tool for portfolio analysis, risk management, and resource planning. Peninsula Clean Energy evaluated these software solutions to better understand which solution will best support our efforts to quantitatively analyze power supply resources and minimize Peninsula Clean Energy’s operational risks.

Peninsula Clean Energy concluded that Ascend’s software suite provides higher value to Peninsula Clean Energy as it comes with a more complete modeling platform compared to its competitor.

Further, Peninsula Clean Energy has had positive experiences working jointly with Ascend during the “Long-Term Renewable Energy Contract RFO Development and Evaluation Services” Agreement. Additionally, Ascend has supported several CCAs on their RFO evaluation and is assisting CC Power in the evaluation of Long Duration Storage RFO bids. Ascend also has extensive experience working with municipal electricity providers and purveyors of retail services providing direct access throughout the United States.

Peninsula Clean Energy will sign a one-year contract with Ascend Analytics with the option to renew for a second year. The requested authorization for \$385,000 will cover both years, but Peninsula Clean Energy will have the option to terminate at the end of year one. Further, the requested authorization for \$385,000 will cover cost of several optional products that Peninsula Clean Energy will have the option of adding to the contract subject to execution of a mutually agreed upon written amendment. The cost of the agreement covers the following items:

<b>Item</b>	<b>Year 1 Max Cost</b>	<b>Year 2 Max Cost</b>
PowerSimm License	\$80,000	\$92,000
Hosting Fees	\$15,000	\$15,375
PowerSIMM Planner with ARS License (Optional)	\$25,000	\$25,625
PowerSIMM Budget Tracker License (Optional)	\$5,000	\$5,125
PowerSIMM Contract Manager License (Optional)	\$25,000	\$25,625

Ascend Market Report Subscription – Long-Term (Optional)	\$12,000	\$12,300
Additional Computing Resources (Optional)	\$12,500	\$12,813
Additional Consulting Services (Optional)	\$10,000	\$10,250
<b>Total</b>	<b>\$185,000*</b>	<b>\$200,000*</b>

\*Rounded up to nearest thousand.

As part of this agreement, Ascend will provide Peninsula Clean Energy access to its software suite and consulting services. This includes PowerSimm Portfolio Manager with capability to analyze and manage portfolio risk by incorporating stochastic simulation of power prices, load, and renewable generation. Further, PowerSimm will allow Peninsula Clean Energy to perform analyses around hedge procurement, battery optimization, and co-optimization of energy and ancillary services.

### **FISCAL IMPACT:**

The cost of this agreement would not be more than \$185,000 for first year and \$200,000 for second year.

### **STRATEGIC PLAN:**

The agreement with Ascend Analytics supports the following Objective and Key Tactics in Peninsula Clean Energy' 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 A Low Cost and Stable Power: Develop and implement power supply strategies to procure low-cost, reliable power.
    - KT1. Continuously refine Peninsula Clean Energy's risk management strategy to manage power supply resources and minimize risk to financial and rate objectives
    - KT3. Secure better risk management analytical tools and staff training to meet risk management strategy objectives

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

**STATE OF CALIFORNIA**

\* \* \* \* \*

**AUTHORIZATION OF CHIEF EXECUTIVE OFFICER TO EXECUTE AN AGREEMENT  
WITH ASCEND ANALYTICS FOR A LICENSE TO ASCEND’S SOFTWARE SUITE  
AND CONSULTING SERVICES FOR PORTFOLIO PLANNING AND RISK  
MANAGEMENT FOR A ONE YEAR TERM WITH THE OPTION TO EXTEND FOR A  
SECOND YEAR THROUGH MAY 28, 2023 IN AN AMOUNT NOT TO EXCEED  
\$385,000.**

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

**WHEREAS**, in April 2020 Board approved a Strategic Plan identifying one of Peninsula Clean Energy’s objectives to “Develop and implement power supply strategies to procure low-cost, reliable power”; and

**WHEREAS**, Peninsula Clean Energy staff plan to quantitatively analyze power supply resources to meet this priority; and

**WHEREAS**, quantitative evaluation of power supply resources is complex and requires specialized tools and knowledge; and

**WHEREAS**, Ascend Analytics has the required knowledge, tools, and experience to support these analyses; and

**WHEREAS**, Peninsula Clean Energy completed a pilot of two analysis and portfolio risk management software options where Peninsula Clean Energy extensively used and tested each software tool for portfolio analysis, risk management, and resource planning. Peninsula Clean Energy evaluated these software solutions to better understand which solution will better support our efforts to quantitatively analyze power supply resources and minimize Peninsula Clean Energy's operational risks; and

**WHEREAS**, Ascend Analytics was selected because its software suite provides higher value to Peninsula Clean Energy as it comes with a more complete modeling platform as compared to competitors; and

**WHEREAS**, Peninsula Clean Energy staff and Ascend Analytics have negotiated an agreement for software and consulting services for a one year term with the option to extend for a second year through May 28, 2023 and in an amount not to exceed \$385,000.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board approves the authorization of the Chief Executive Officer to execute an agreement with Ascend Analytics for a license to Ascend's software suite and consulting services for portfolio planning and risk management for a one year term, with the option to extend for a second year through May 28, 2023, in an amount not to exceed \$385,000.

\* \* \* \* \*

## **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND ASCEND ANALYTICS, LLC**

This Agreement is entered into this 28th day of May, 2021, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Ascend Analytics, hereinafter called "Contractor", and jointly called "Parties".

\* \* \*

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 a license to Ascend's software suite and consulting services for portfolio planning and risk management, provided in Exhibit A.

**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
- Exhibit C—Validation Criteria
- Exhibit D—Hosting Environment
- Exhibit E—Hosting Services

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

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

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall



make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In no event shall PCEA's total fiscal obligation under this Agreement exceed three hundred eighty five thousand dollars (\$385,000). 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. Year one fees are to be paid upon project commencement. Year two fees, if a second year of the term is mutually agreed upon by the parties, shall be paid on a quarterly basis.

Payment of any and all amounts for software, licenses, and services owed by PCEA to Contractor pursuant to this Agreement shall be paid within 30 days following invoice therefore from Contractor. In the event any overdue amount owed by PCEA is not timely paid to Contractor, then in addition to said fees and any other amount due, Contractor may impose and PCEA shall pay a late payment charge at the rate of one and a half percent (1.5%) per month on any overdue amount; provided, however, that said late payment charge shall not apply to any disputed amounts that ultimately are written off.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 28, 2021 through May 28, 2023. This agreement should be considered optional for the second year commencing May 28, 2022. PCEA may elect to terminate the Agreement by providing written notice to Contractor on or before April 28, 2022. If necessary, due to a change in the scope of services, the Parties will execute a mutually agreed upon written amendment to this Agreement. An election by PCEA to terminate the Agreement for the second year shall not require a written amendment to this Agreement.

#### **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 before the start of the second year upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA

funds by providing written notice to Contractor as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

## **6. Intellectual Property and Ownership of Work Product**

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

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

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

### **a. Software as a Service (SaaS)**

The Parties acknowledge that the Services and Deliverables are in the nature of SaaS (i.e., Software as a Service), and as such, it is expected that the Contractor will retain any Deliverables and provide any Services without transferring any Contractor Work. As such, any and all Services and Deliverables, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents, or trademarks thereof, that may be conceived or made by the Contractor or the Contractor's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s) or any other party employed by the Contractor, or subcontractor to the Contractor of any tier (any a "Contractor Work"), to satisfy its obligation under the Agreement shall be considered the property of Contractor unless otherwise agreed to in writing between the Parties.

### **b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless PCEA from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States.

Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that:

- (a) PCEA notifies Contractor promptly in writing of any notice of any such third-party claim;
- (b) PCEA cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim;
- (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without PCEA’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on PCEA, impair any right of PCEA, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of PCEA without PCEA’s prior written consent, not to be unreasonably withheld); and
- (d) Should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes PCEA’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor’s option and expense, either: (i) procure for PCEA the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to PCEA under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for PCEA (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by PCEA in a manner prohibited by this Agreement.

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.

## **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**

Each Party (the "Indemnitor") shall indemnify and save harmless each other party 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 the Indemnitor 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 Indemnitor'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 either party and/or its officers, agents, employees, or servants. However, the Indemnitor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the

other party 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 Indemnitor 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, PCE 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 PCE'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 PCE 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: Gary Dorris, President  
Address: 1877 Broadway, Suite 706, Boulder, CO 80302  
Telephone: 303-415-1400  
Email: gdorris@ascendanalytics.com

## **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: \_\_\_\_\_

ASCEND ANALYTICS, LLC

\_\_\_\_\_

Contractor's Signature

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

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following software products and capabilities (Exhibit A) via an agreement license:

Software Product	Description	Use
<b>PowerSIMM Portfolio Manager</b>	<p>PowerSIMM Portfolio Manager is designed to analyze and manage risk in the “term” position from approximately 1 month to 15 years out. PowerSIMM Portfolio Manager can facilitate Customer to “lock-in” profits / preserve margin in alignment with performance metrics / budget forecasts, maintain competitive advantage through periods of adverse market conditions, and generate profits through dynamic hedging and DER dispatch.</p> <p><u>Simulation Engine</u></p> <ul style="list-style-type: none"> <li>• Forecasted Monthly Forward Prices for Energy</li> <li>• Weather</li> <li>• Load</li> <li>• Spot Prices</li> <li>• Renewables (Wind &amp; Solar)</li> </ul> <p>Simulation of wind and solar production based on weather to align volumetric uncertainty of production with load and market prices.</p> <p><u>Portfolio Management</u></p> <p>Output of PowerSIMM portfolio variables for term analytics:</p> <ul style="list-style-type: none"> <li>• Generation Modeling (thermal, hydro, pumped hydro, renewables, etc.)</li> <li>• Fuel Modeling</li> <li>• Cost of Supply</li> <li>• Market Purchase &amp; Sales</li> <li>• Hourly marginal cost of supply</li> <li>• Ancillary service modeling</li> </ul>	<p>PowerSIMM functionality allows PCE to assess, near-instantaneously, hedge transactions of various types and their relative risk reduction value to the portfolio including:</p> <ul style="list-style-type: none"> <li>• Swaps</li> <li>• Shaped fixed-price swaps</li> <li>• Futures</li> <li>• Call/Put options</li> <li>• Daily call/put options</li> <li>• CRRs</li> </ul> <p><u>Analysis</u></p> <ul style="list-style-type: none"> <li>• Term portfolio management (defined as simulations horizon from prompt month to 15 years)</li> <li>• Ability to value and evaluate impact of new projects</li> <li>• Model cost to serve load with market interactions and transmission constraints</li> <li>• Integrated portfolio modeling for physical assets, power purchase agreements, loads, and contracts</li> </ul> <p><u>Commodities Modeled</u></p> <ul style="list-style-type: none"> <li>• Power</li> <li>• Natural Gas</li> <li>• Oil</li> <li>• Coal</li> <li>• Emissions (CO2, NOx, SO2)</li> <li>• RECs</li> <li>• Ancillaries</li> <li>• Other Asset Related Components</li> </ul> <p><u>Assets Modeled</u></p>

	<ul style="list-style-type: none"> <li>Transmission modeling, inclusive of losses and fees.</li> </ul> <p>PowerSIMM Portfolio Manager provides insight into the impact to both physical operations and system costs.</p> <p><u>Analytic Framework</u></p> <ul style="list-style-type: none"> <li>Dispatch optimization</li> <li>Validation reporting</li> <li>Job management system</li> </ul>	<ul style="list-style-type: none"> <li>Thermal</li> <li>Renewables</li> <li>Hydro</li> <li>Batteries (hourly and sub-hourly)</li> <li>Contracts</li> <li>Transmission</li> </ul> <p><u>Spot &amp; Forward/Forecast Prices</u></p> <ul style="list-style-type: none"> <li>Markets for energy and ancillaries</li> <li>Ascend will harvest ISO and market prices</li> </ul>
Software Product	Description	Use
<b>PowerSIMM Planner, &amp; BatterySimm– OPTIONAL, not included in base</b>	<p><u>Simulation Engine</u></p> <ul style="list-style-type: none"> <li>Forecasted Monthly Forward Prices for Energy</li> <li>Weather</li> <li>Load</li> <li>Spot Prices</li> <li>Renewables (Wind &amp; Solar)</li> </ul> <p>Simulation of wind and solar production based on weather to align volumetric uncertainty of production with load and market prices from prompt month up to 30 years.</p> <p><u>Portfolio Planning</u></p> <p>Output of PowerSIMM portfolio variables for long term analytics:</p> <ul style="list-style-type: none"> <li>Generation Modeling (thermal, hydro, pumped hydro, renewables, etc.)</li> <li>Fuel Modeling</li> <li>Cost of Supply</li> <li>Market Purchase &amp; Sales</li> <li>Hourly marginal cost of supply</li> <li>Ancillary service modeling</li> <li>Transmission modeling, inclusive of losses and fees.</li> </ul> <p>PowerSIMM Planner will provide insight into the impact on both physical operations and system costs.</p>	<p><u>Analysis</u></p> <ul style="list-style-type: none"> <li>Long term resource planning (defined as simulations horizon of up to 30 years)</li> <li>Ability to value and evaluate impact of new projects</li> <li>Model cost to serve load with market interactions and transmission constraints</li> <li>Integrated portfolio modeling for physical assets, power purchase agreements, loads, and contracts</li> </ul> <p><u>Commodities Modeled</u></p> <ul style="list-style-type: none"> <li>Power</li> <li>Natural Gas</li> <li>Oil</li> <li>Coal</li> <li>Emissions (CO2, NOx, SO2)</li> <li>RECs</li> <li>Ancillaries</li> <li>Other Asset Related Components</li> </ul> <p><u>Assets Modeled</u></p> <ul style="list-style-type: none"> <li>Thermal</li> <li>Renewables</li> <li>Hydro</li> <li>Batteries (hourly)</li> <li>Contracts</li> <li>Transmission</li> </ul> <p><u>Spot &amp; Forward/Forecast Prices</u></p> <ul style="list-style-type: none"> <li>Markets for energy and ancillaries</li> </ul>

	<u>Analytic Framework</u> <ul style="list-style-type: none"> <li>Dispatch optimization</li> <li>Validation reporting</li> <li>Job management system</li> </ul>	
<b>PowerSIMM Automatic Resource Selection – OPTIONAL, not included in base</b>	<u>Portfolio Risk and Management</u> Perform capacity expansion studies with automated resource selection using uncertainty from PowerSIMM's stochastic simulation engine.  Uses robust Optimization techniques to optimize future expansion plans across all simulations that minimize costs and maintain system reliability.	<u>Optimization Analysis</u>  <u>Expansion planning for thermal and hydro generation</u>  <u>Applies “Robust Optimization” to optimize future expansion plans simultaneously across all future states.</u>  <u>Minimizes costs and maintains system reliability.</u>  <u>Incorporates stage project expansion</u>  <u>Evaluates generation retirements</u>  <u>Accounts for hourly attributes of generation including start-up costs and efficiency curves for thermal and hydro</u>  <u>Accounts for ancillary services</u>

Software Product	Description	Use
<b>PowerSIMM Budget Tracker – OPTIONAL, not included in base</b>	<u>Daily Realized Profits</u> <ul style="list-style-type: none"> <li>Generation</li> <li>Retail activities</li> <li>Hedge instruments</li> </ul> <u>Daily Settled Data</u> <ul style="list-style-type: none"> <li>Day-ahead</li> <li>Real-time</li> <li>Energy prices</li> <li>Ancillary prices</li> </ul>	<u>Budget Analysis</u> <ul style="list-style-type: none"> <li>Integration of realized/actual data from PCE sources for pro forma periods for commercial margin analysis.</li> <li>Drill down capabilities to analyze daily realized profits.</li> <li>Harvesting of plant actual generation data.</li> <li>Variance reporting of budget to actual.</li> </ul>
Software Product	Description	Use
<b>PowerSIMM Contract Manager – OPTIONAL, not included in base</b>	<u>Counterparty &amp; Credit Capture</u> <ul style="list-style-type: none"> <li>Static PPA data (counterparty names, contact info, etc.)</li> <li>Accounts receivable</li> <li>Contract agreements, final and prior</li> </ul>	<u>Counterparty Analysis</u> <ul style="list-style-type: none"> <li>Search and aggregate contracts by key contract details</li> <li>Track individual contracts and portfolio by contract status and counterparties</li> </ul>



	<p><u>Deal Capture &amp; Contract Analytics</u></p> <ul style="list-style-type: none"> <li>• Incorporate pricing/ parameters for PPAs</li> <li>• Add loads across retail structures for each customer class</li> <li>• Customizable fields</li> </ul>	<ul style="list-style-type: none"> <li>• Contract version control and note tracking</li> <li>• Document repository of invoices and payments</li> <li>• Send notification emails for change in status, invoice variance, etc.</li> <li>• Report on settlement status</li> </ul> <p><u>Contract Analysis</u></p> <ul style="list-style-type: none"> <li>• Forecast generation and load</li> <li>• Realized generation and load</li> <li>• Hourly variance between forecast and realized generation and load, aggregated by day, week, month, year</li> <li>• Contract static data (counterparty, contact info, etc.), contract status and metrics</li> <li>• Contract type and resource type</li> <li>• GHG intensity</li> <li>• Non-delivery penalty by contract</li> <li>• Gross margin by contract</li> </ul>
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Software Product	Description	Use
<b>PowerSIMM PowerCube – as a reporting tool for PowerSIMM output</b>	<p><u>Portfolio Planning Output</u></p> <ul style="list-style-type: none"> <li>• OLAP cube reporting to Excel</li> <li>• OLAP cube export to the PowerBI Dashboard</li> </ul> <p>Complete relational data cube which is seamlessly integrated into Microsoft Excel and Microsoft PowerBI.</p>	<p><u>Analysis</u></p> <ul style="list-style-type: none"> <li>• Output reporting for distribution of standard reports, generation of ad-hoc reports, and drill down to examine individual portfolio components to hourly level.</li> </ul>
Subscription Service	Description	Use
<b>PowerSIMM Market Report – OPTIONAL, not included in base</b>	<p>Since the fundamentals of energy supply are rapidly changing, Ascend provides long-term forecasts of key input prices based on our market analysis and fundamental modeling. The Ascend Market Report includes 30+ years of forecasts for:</p> <ul style="list-style-type: none"> <li>• Monthly on-peak, off-peak power, gas, and carbon prices</li> <li>• Implied heat rates</li> <li>• Power price volatility</li> </ul>	<p><u>Long-Run Equilibrium Analysis</u></p> <p>Use long-run equilibrium analysis to determine power price levels that will support the entry of a new capacity entrant, either a stand-alone battery or RICE unit, allowing for normal returns. This allows PCE to fine tune expectation of long-run power prices to fit the emerging energy paradigm driven by renewables as baseload paired with</p>

	<ul style="list-style-type: none"> <li>• Power price shape changes (i.e. duck curve)</li> <li>• 15- and 5-minute prices for EIM nodes</li> </ul> <p>On a bi-annual basis, Ascend conducts market analysis of CAISO to forecast the supply stack over time. Ascend also provides forecasts of price volatility for hourly and sub-hourly prices as a function of market fundamentals, particularly the penetration of renewables and battery storage on the system. For sub-hourly EIM price forecasts, volatility is manifest through the frequency and magnitude of price spikes and negative prices.</p>	<p>flexible capacity and storage for integration.</p> <p>Utilize long-term forecasts of nodal forecasts at major CAISO trading hubs. Incorporate into long-term planning and resource selection processes.</p>
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### Exhibit B Payments and Rates

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

<b>Option A: Full License</b>	<b>Yr. 1</b>	<b>Yr. 2 (optional renewal)</b>
<b>PowerSIMM Portfolio Manager Annual License<sup>1</sup></b>	<b>\$80,000</b>	<b>\$92,000</b>
<b><i>Year 1 Implementation Fee</i></b>	<b><i>\$40,000</i></b>	<b><i>-</i></b>
<b><i>Implementation Credit<sup>2</sup></i></b>	<b><i>(\$40,000)</i></b>	<b><i>-</i></b>
<b>Sub-Total PowerSIMM Software Costs</b>	<b>\$80,000</b>	<b>\$92,000</b>
<b>Annual Hosting &amp; Maintenance Cost<sup>3</sup></b>	<b>\$15,000</b>	<b>\$15,375</b>
<b>PowerSIMM Planner with ARS License (Free 2-Month Trial)</b>	<b>\$0</b>	<b>NA</b>
<b>Total Software and Hosting Costs<sup>4</sup></b>	<b>\$95,000</b>	<b>\$107,375</b>
<b><i>Annual Support Credit included in Licensing<sup>5</sup></i></b>	<b><i>(\$15,000)</i></b>	<b><i>(\$15,360)</i></b>
<b><i>T&amp;M Hourly Blended Rate</i></b>	<b><i>\$250/hour</i></b>	<b><i>\$256/hour</i></b>

<sup>1</sup> Includes 3 PowerSIMM/CurveDeveloper Super Users. Each additional Super User costs \$3,500 per year and each additional Report User costs \$1,000 per year.

<sup>2</sup> Implementation fee will be fully credited due to pilot engagement.

<sup>3</sup> Guaranteed for one dedicated machine and storage of 3 TB and \$1,000/TB for additional fast database storage. Additional dedicated machines will be available at \$12,500 per machine. Ascend will make available at least 2 shared machines for PCE to use for running studies. Additional shared workstations may be offered for use by PCEA, subject to availability. Inclusive of analytic tools, GAMS and CPLEX solver licenses. Includes Ascend's services for all ongoing database maintenance. Ascend can scale computing system requirements up or down to meet PCE's computational performance or budget requirements. If needed, Ascend can estimate runtime performance for PCE's expected nightly and weekly studies. Subject to PCE's cyber security requirements following technical scoping and collaboration. Separately each hosted dedicated machine requires SAS licenses procured directly by customer.

<sup>4</sup> License and hosting fees escalate at 2.5% after year 1. Year 2 License Fee includes addition of \$10,000 for integration of PowerSimm V subject to full deployment by Contractor, and validation and approval by PCEA.

<sup>5</sup> Support and Consulting T&M charged at contracted Standard Commercial Maintenance Rates (Appendix B) with a first year T&M credit of \$15,000 increasing at 2.5% annually. (e.g. PCE logs 70 hours of support and consulting in the first year billable at \$250/hr for a total T&M cost of \$17,500. Ascend applies a \$15,000 T&M credit and PCE pays only \$2,500 in T&M). PCEA may use 60 support hours for training, consulting, or other support related to the Software, including requests for new features that may be developed at Contractor's discretion.

In addition to the above products, PCEA have the option to license for the following products subject to execution of a mutually agreed upon written amendment to this Agreement:

Optional Products	Yr. 1	Yr. 2 (optional renewal)
PowerSIMM Planner License <sup>6 7</sup>	\$10,000	\$10,250
PowerSIMM Planner <i>with ARS</i> License <sup>6</sup>	\$25,000	\$25,625
PowerSIMM Budget Tracker License <sup>6</sup>	\$5,000	\$5,125
PowerSIMM Contract Manager License <sup>6</sup>	\$25,000	\$25,625
Ascend Market Report Subscription - Term <sup>8</sup>	\$5,000	\$5,125
Ascend Market Report Subscription – Long-Term (includes Term) <sup>9</sup>	\$12,000	\$12,300

PCE has the option to purchase additional support hours on a T&M basis for pre-approved assignments based upon the rates listed below:

Responsibility	Consulting Rates
Engagement Director	\$490/hr
Director	\$325/hr
Senior Analyst	\$250/hr

<sup>6</sup> Some incremental hosting and implementation fees may apply pending final scoping.

<sup>7</sup> Planner product pricing includes runs beyond 15 years. This option excludes ARS.

<sup>8</sup> Term is for years 1-5 and the report is inclusive of shapes, spot volatilities, sub-hourly dynamics for use in PowerSIMM configuration for market dynamic

<sup>9</sup> Long-term report includes the Term reporting with additional data for year 6-30 along with forward price monthly forecasts

### Exhibit C Validation Criteria

Ascend shall use the following criteria for validating the features included in this proposed license, and PCEA shall use the same criteria during User Acceptance Testing (UAT). The tests will include only the functionality in the approved functional specifications. The tests will be conducted by PCEA business users, who have attended training sessions and participated as members of the project team. Any additional criteria and/or tests not included in this Appendix must be approved by both Ascend and PCEA prior to use in User Acceptance Testing.

Module	Attribute	Information Used to Evaluate	Expectation
<b>Load</b>	<i>Loads to be validated will be identified prior to implementation.</i>		
	Model Fit	Model is not Overfitted/Underfitted	Model fit will be assigned by load class and zone both defined above (i.e., not individual loads). Will use training period of historical data defined above. Model demonstrates minimization of mean absolute error (MAE) and thus demonstrates negligible bias and low variance. To verify this, the testing period prediction should converge to testing period actual within 15% (between 0.85 and 1.15) of testing period for 90% of load items, excluding historical anomalies (i.e. hurricanes, outages, etc.) and the mean monthly value will converge within 1%. Mean model fit: (Actual Total Monthly Load – Simulated Total Monthly Load)/Actual Total Monthly Load <= 1%
	Seasonal load profile	Confidence intervals for daily average load by month	Simulated confidence intervals at percentiles 5 and 95 match historical confidence intervals within 10% on an around the clock basis (ATC).
	Hourly load profile	Confidence intervals for hourly load	Simulated confidence intervals at percentiles 5 and 95 match historical load shapes and are within 10% at the monthly level, ATC.
	Expected load (MWh)	Mean simulated load by month	Simulated mean monthly values match forecasted monthly values for expected energy within 1%.
	Expected Peak Demand	Mean simulated peak demand by month	Simulated mean monthly values match forecasted monthly values for peak demand within 1%.
<b>Renewables</b>	<i>Renewable Assets to be validated will be identified prior to implementation.</i>		
	Model fit	Model is not Overfitted/Underfitted	Model fit will be assigned by asset. Will use training period of historical data defined above. Model demonstrates minimization of mean absolute error (MAE) and thus demonstrates negligible bias and low variance. To verify this, the testing period prediction should converge to testing period actual within 15% (between 0.85 and 1.15) of testing period

			for 90% of renewable items, excluding historical anomalies (i.e. hurricanes, outages, etc.) and the mean monthly value will converge within 1%. Mean model fit: (Actual Total Monthly Generation – Simulated Total Monthly Generation)/Actual Total Monthly Generation <= 1%
	Seasonal generation profile	Confidence intervals for daily average generation by month	Simulated confidence intervals at percentiles 5 and 95 match historical confidence intervals within 10% on an around the clock basis (ATC).
	Hourly Generation profile	Confidence intervals for hourly Generation	Simulated confidence intervals at percentiles 5 and 95 match historical generation shapes and are within 10% at the monthly level, ATC.
	Expected Generation (MWh)	Mean simulated generation by month	Simulated mean monthly values match forecasted monthly values for expected energy within 1%.
	Expected Peak Generation	Mean simulated peak generation by month	Simulated mean monthly values match forecasted monthly values for peak generation within 1%.
	Capacity Limits	Maximum generation by asset	Simulated energy shall not exceed capacity limit for any hour.
	Co-Simulation: Correlation with weather and load	Simulated hourly wind generation	Correlations between hourly wind generation, weather, and load reasonably match those of the historical record.
<b>Forward Price</b>	<i>Renewable Assets to be validated will be identified prior to implementation.</i>		
	Uncertainty in future prices	Confidence intervals by delivery month	Simulated forward price monthly volatility matches input monthly volatility values.
	Correlation of related commodities	Simulated correlation matrix	Positive semi-definite input matrix matches simulated positive semi-definite output matrix using a PCA-based similarity test with a 0.9 similarity on average (including confidence intervals of estimation).
	Correlation of related commodities	Simulated correlation matrix	If non positive semi-definite input matrix is provided, simulated output matrix will match input matrix with 0.9 similarity on average (including confidence intervals of estimation)
	No arbitrage	Mean simulated forward price by delivery month	Mean simulated monthly price equals current market expectation for each delivery month within 1%.
	Sampling of Forward Simulations	Gross Margin at Risk (or other appropriate metric)	Ascend will simulate xx forward sims to achieve +/- 10% confidence interval for Gross Margin at Risk [or other appropriate metric] at the annual level.
<b>Spot Price</b>	<i>Spot/basis prices to be validated will be identified prior to implementation.</i>		
	Model Fit	Kolmogorov-Smirnov Test	Simulated spot prices achieve a p-value of 5% on average, by month and peak period ([client defined peak periods,

			7x24, 5x16, etc.)), for 90% of peak period-month combinations.
	Seasonal spot price profile	Expected profile converges to input profile (either historical profile or user-defined) by month	Will use a defined training period of historical data. Model demonstrates no bias and testing period prediction should converge to testing period actual within 2% of profile values at mean by month.
	Seasonal change in correlation of related commodities.	Simulated hourly heat rate confidence intervals by month.	Simulated confidence intervals at percentiles 5 and 95 match historical confidence intervals on average within 10%.
	No arbitrage	Mean simulated spot price by delivery month	Mean monthly simulated spot price equals the mean simulated forward price of the same commodity for all months within 1%.

## **Exhibit D Hosting Environment**

Ascend operates within a high-availability and fault-tolerant environment, providing access both internally and externally to a wide array of applications. The high-availability requirement provided to external systems requires a strict security policy to ensure the integrity of data and systems within the infrastructure.

The current configuration of the PCEA hosted environment will be one (1) dedicated analytic workstations and three (3) TB (Terabyte) of total storage across environments will be allocated to PCEA. Ascend will make available at least two (2) shared machines for PCEA to use for running studies. Additional shared workstations may be offered for use by PCEA, subject to availability. This configuration may have differing performance standards based on portfolio settings, study parameters, reporting details, or other user defined criteria.

Additional storage can be purchased at then current rates (\$1,000 for 1 Terabyte per contract year at the time of Agreement execution).

Ascend periodically updates its network requirements for hosted clients and reserves the right to maintain the Software using comparable or better computing resources, network infrastructure, user access tools, or other technical items.

Ascend provides an all-inclusive hosting service, whereby Ascend purchases and maintains hardware, any third-party software, and delivers complete hosting services, weekly back-up of input data, recovery of back-up data upon availability of replacement equipment, and a 99.99% availability record. Ascend's hosted solution utilizes a redundant RAID array enabling failure of a hard disk to immediately switch over to the redundant disk without loss of data. Ascend utilizes a Real Application Cluster enabling the data to be accessed without a single point of failure to a database server. Critical modeling data is set to back-up off-site in our corporate datacenter in Bozeman MT, with a minimum duration between back-ups of thirty (30) days. There is an additional charge for disaster recovery. The colocation datacenter hosting Ascend's solution is SSAE 16 SOC LEVEL II and HIPAA HI-TECH compliant.

The system architecture consists of three primary components:

- 1) Analytic computing workstations
  - a. Performs all the data analysis and manipulation running compiled code
- 2) OLAP Cube server
  - a. Running MSSQL Analysis Services supported by RAID array storage system
- 3) Oracle database
  - a. Storage of all input and output data supported by RAID array storage system

### **External Access/Connectivity**

Ascend Analytics has a hardware redundant internet connection through enterprise level firewall devices in the Datacenter and additional firewall devices at branch offices. There are 2 primary methods allowing access to internal resources when users are in sites not physically connected to an Ascend Analytics site.

1. VPN Tunnel
  - Preferred connectivity is through a site-to-site VPN Tunnel. The tunnel is



created with pre-determined services available on both sides, allowing for a seamless interface for users and applications.

2. Connectivity through a major manufacturer's software package

- Implementation of a web portal to run various services and applications within the Ascend network. Typically the allowed resources will include the PowerSimm application, an Ascend supported web browser, and the remote desktop connection for direct access to internal servers.

Ascend provides a network connectivity between all servers and workstations. Ascend provides high bandwidth to the World Wide Web for hosted deployments. If the client elects to self-host, it is assumed that network reliability and performance will be maintained by the client to meet these standards.

### **Exhibit E Hosting Services**

1. **Definitions:** For the purposes of this Appendix E, the following terms shall have the meaning described below. Terms not otherwise defined in this Appendix E shall have the meaning as defined in the Agreement.

“**Computing Resources**” are the computers being used to deliver Software to PCEA under this Agreement, that correspond to the job processing performance and hardware specifications listed in the scoping document.

“**Hosting Environment**” shall mean the Hosting Facility (together with suitable telecommunications connectivity, power and HVAC – Heating, Ventilation and Air Conditioning), telecommunications and network monitoring, the Computing Resources, and other physical infrastructure used by Contractor to provide the Hosting Services.

“**Hosting Facility**” is located at 3470 Gabel, Billings, Montana and 101 E Mendenhall, Suite A, Bozeman, Montana, or other suitable facility selected by Contractor in its sole discretion.

“**Hosting Services**” shall mean the services described in Section 2 (Hosting Services) below.

2. **Hosting Services.** During the Initial Term, Contractor will provide the following Hosting Services to PCEA, in consideration of the timely payment by PCEA to Contractor of the Hosting Fee set forth in the Agreement:
  - a) Deploy, host and maintain the Software in the Hosted Environment;
  - b) Provide PCEA with 24 hour, 7 days per week access to the Software through the Hosted Environment;
  - c) Maintain the Computing Resources in a manner designed to ensure proper functioning and availability of the Software;
  - d) Maintain the Hosting Environment in accordance with generally accepted industry practices, methods and techniques;
  - e) Monitor the Hosting Environment utilizing a monitoring system that will provide notification of any critical problems with the Hosting Environment;
  - f) Provide internet bandwidth for connection to the Computing Resources through a high-availability commercial provider, with a 99.99% core network reliability;
  - g) Provide PCEA with no less than 48 hours advance notice of discretionary maintenance that could impact availability of the Software;
  - h) Contractor shall daily back-up PCEA input and analytic study settings, in the form of meta-data as off-site back-up;
  - i) Repair or replace any failed Computing Resource at no cost to PCEA.
3. **Performance Standard for Hosting Services.** Contractor shall use commercially reasonable efforts to provide the Hosting Services on a twenty-four (24) hours a day, seven (7) days a week basis throughout the term of this Agreement. Notwithstanding any contrary provision in this Agreement, Contractor shall have no obligation to provide Hosting Services to the extent prevented or impaired by any of the following (collectively, “**Downtime Exceptions**”):

- a) Actions of the PCEA or others authorized by PCEA to use the Hosting Service under the Agreement;
  - b) Periodic maintenance procedures or repairs that Contractor or any third party network or power provider may undertake from time to time;
  - c) Any Force Majeure Event or other causes beyond the control of Contractor or that are not reasonably foreseeable by Contractor, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, power failure or other failure of any network internet infrastructure now owned or managed by Contractor, denial of service attack, hacker activity, or other malicious event or code targeted against Contractor or PCEA by any third party; or
  - d) Periods in which PCEA has scheduled upgrades or downgrades to the Computing Resources.
4. Maintenance Standards. Contractor shall maintain the Hosting Environment in accordance with current generally accepted industry practices, methods and techniques. Contractor shall be responsible for Software maintenance and updates to virus protection, system files, operating systems, the Software, Oracle databases, SAS, and MS Office. Notwithstanding any contrary provision herein, license costs for SAS (including without limitation costs for any annual maintenance and subscription, upgrades or updates thereof) will be borne solely by PCEA, whether procured independently by PCEA or through Contractor. Subject to the foregoing, Contractor will maintain versions of software on the Computing Resources. Contractor will install and maintain Oracle, SAS, and MS Office software onto the hosted Computing Resources (including any upgrades or updates).
5. Hosting Fees. The Annual Hosting Fee is set forth in Exhibit B of this Agreement.
6. Limited Named Users. PCEA understands that the Hosting Fees are based on a specific number of named Software users. For the purposes of the Hosting Services, named users are defined as either Software Full Access Users or Reporting Tool Users. PCEA agrees to furnish Contractor with user information for named Software users and to regularly maintain and update this information. For the purposes of the Hosting Services, PCEA shall not exceed the number of Software users described in this section.
- Full Access Users: 3
- Reporting Tool Users: 0
7. No Unlawful Use. PCEA shall not use the Hosting Services for the transmission of spam (unsolicited commercial messages or communications in any form) or for the transmission of material in violation of applicable laws or regulations. This includes, but is not limited to, unauthorized transmission of copyrighted material, material protected by trade secret, or material that is otherwise deemed to be proprietary.
8. Security Representation. Contractor represents that the Hosting Environment, the Hosting Services and security practices used by Contractor shall meet or exceed generally accepted trade practice in the industry to appropriately safeguard the Hosting Environment, Software and PCEA's data against unauthorized access and/or interference by third parties, intrusion, theft, destruction, loss or alteration. Contractor represents that its underlying operating system and network security controls meet or

exceed generally accepted trade practice in the industry to ensure the confidentiality and integrity of the Software and PCEA's data.

In the event that an Security Threat occurs or is believed to have occurred, and/or the Hosting Environment or PCEA's data is disabled, lost, corrupted, destroyed, or otherwise compromised (an "Incident"), Contractor or PCEA, as applicable, shall immediately notify the other party of the Incident, including, in reasonable detail, the potential impact on PCEA of the Incident and the corrective action taken or to be taken by Contractor. PCEA understands that it is solely responsible for notifying Contractor in writing of PCEA staff changes that impact security and user access.

9. Site Visits. Contractor shall permit PCEA to visit the Hosting Facility on reasonable prior notice and subject to PCEA's compliance with Contractor security procedures. In addition, if the nature and scope of a visit requires the participation of Contractor personnel outside of the normal parameters included with a site visit, PCEA shall pay time-and-materials for the time spent by Contractor personnel in connection with the visit.
10. Disaster Recovery. In the event of a catastrophic event that requires disaster recovery, Contractor shall work in cooperation with the PCEA to expeditiously establish a new computing environment to operate the Software. Contractor will make all reasonable efforts to restore basic PCEA data with limited Software functionality as soon as reasonably possible and then continue to work to restore full Software functionality. PCEA understands that physical hardware availability in the event of a catastrophic event may be constrained and this will limit Contractor's ability to set up a new Hosting Environment within a specific time period.
11. Termination of Hosting Services. PCEA shall have the right to terminate the Hosting Services for any material breach by Contractor or the Hosting Facility of this Exhibit E or of the minimum service levels, standards of performance, or minimum security requirements set forth in the Design Document. Upon such termination, PCEA shall be entitled to a pro-rata refund of the Annual Hosting Fee. Termination of the Hosting Services, for any reason or no reason, shall not terminate any other rights or obligations of the Parties under the Agreement. Contractor shall reasonably cooperate with PCEA to transfer hosting of the Software to any third party selected by PCEA.

**REGULAR MEETING of the Board of Directors of the  
Peninsula Clean Energy Authority (PCEA)  
Thursday, April 22, 2021  
MINUTES**

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

**CALL TO ORDER**

Meeting was called to order at 6:33 p.m.

**ROLL CALL**

**Present:** Carolyn Bloede, 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 "Rae" Gonzalez, Town of Colma  
Roderick Daus-Magbual, City of Daly City  
Carlos Romero, City of East Palo Alto  
Sam Hindi, City of Foster City  
Harvey Rarback, City of Half Moon Bay  
Laurence May, Town of Hillsborough  
Tom Faria, City of Los Banos  
Betsy Nash, City of Menlo Park  
Ann Schneider, City of Millbrae  
Tygarjas Bigstyk, City of Pacifica  
Jeff Aalfs, Town of Portola Valley  
Michael Smith, City of Redwood City  
Marty Medina, City of San Bruno  
Laura Parmer-Lohan, City of San Carlos  
Rick Bonilla, City of San Mateo  
Flor Nicolas, City of South San Francisco  
Jennifer Wall, Town of Woodside  
Pradeep Gupta, Director Emeritus  
John Keener, Director Emeritus

**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

Kirsten Andrews-Schwind, Senior Manager of Community Relations  
 Darren Goode, Media Relations  
 Siobhan Doherty, Director of Power Resources  
 Mehdi Shahriari, Senior Renewable Energy Analyst  
 Marc Hershman, Director of Government Affairs  
 Jeremy Waen, Director of Regulatory Policy  
 David Silberman, General Counsel  
 Shayna Barnes, Operations Specialist  
 Anne Bartoletti, Board Clerk/Office Manager/Executive Assistant to the CEO

**A quorum was established.**

**PUBLIC COMMENT:**

None

Rick DeGolia—Chair—reported that Item 7 is being pulled from the Consent Agenda and will be pushed to the May 27, 2021 meeting.

**ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS 8 THROUGH 10**

Motion Made / Seconded: Bonilla / Mates

**Motion passed 22-0**

Resolution 04-22-21 (2)

JURISDICTION	NAME	YES	NO	ABSTAIN	ABSENT
County of San Mateo	Alternate Bloede	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	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstyk	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	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	23			

## REGULAR AGENDA

### 1. CHAIR REPORT

Rick DeGolia—Chair—reported on the environmental benefits of floating solar arrays like the one he saw at a water treatment plant in Healdsburg.

### 2. CEO REPORT

Jan Pepper—Chief Executive Officer—provided a staffing update and introduced Marc Hershman, Director of Government Affairs. Jan announced that PCE and SVCE received the 2021 Acterra Business Environmental Award for the Spare the Air Leadership Award Category, sponsored by BAAQMD (Bay Area Air Quality Management District) and she provided an update on CC Power’s April 21, 2021 Board meeting. Jan also provided updates on legislative bills and regulatory efforts.

Board members discussed virtual building inspections and Judge Alsup’s direction to PG&E regarding when to issue PSPS (Public Safety Power Shutoff) events.

### 3. CITIZENS ADVISORY COMMITTEE REPORT

Desiree Thayer—Citizens Advisory Committee (CAC) Chair—reported that at their last meeting CAC members discussed their new work group projects, and they received a presentation on the DEAI (Diversity, Equity, Accessibility, and Inclusion) plan and process. She said the CAC provided suggestions to obtain input from coast-side communities and Los Banos.

### 4. APPROVE CITIZENS ADVISORY COMMITTEE WORKPLAN FOR 2021

Kirsten Andrews-Schwind— Senior Manager of Community Relations—reviewed background information on the CAC 2020 work plan, the process used to develop a new work plan, and the specific projects proposed for the CAC’s 2021 work plan.

Motion Made / Seconded: Aalfs / Schneider

**Motion passed 22-0 (Absent: Woodside)**

## Resolution 04-22-21 (1)

<b>JURISDICTION</b>	<b>NAME</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
County of San Mateo	Alternate Bloede	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	Director May	X			
City of Los Banos	Director Faria	X			
City of Menlo Park	Director Nash	X			
City of Millbrae	Director Schneider	X			
City of Pacifica	Alternate Bigstyk	X			
Town of Portola Valley	Director Aalfs	X			
City of Redwood City	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	22			1

**5. REVIEW DIVERSITY, EQUITY, ACCESSIBILITY, AND INCLUSION (DEAI) PROCESS**

Shayna Barnes—Operations Specialist—reviewed background information on the CAC’s development of an Equity Statement, Senate Bill 255 (signed October 2019) reporting requirements for CCAs (Community Choice Aggregators) and utility suppliers, a draft Scope of Work for an Equity Consultant, and a proposed timeline for this project.

Board members acknowledged and praised the CAC’s role in initiating this project by drafting the Equity Statement.

**6. BOARD MEMBERS’ REPORTS**



Donna Colson reported that the City of Burlingame added their support for SB 612 (Portantino). Rick Bonilla reported CC Power's policies presentation for long duration storage was viewed favorably by Labor leaders.

#### **ADJOURNMENT**

Meeting was adjourned at 7:27 p.m.

**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** May 14, 2021  
**BOARD MEETING DATE:** May 27, 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 Customer Care

**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 May 11, 2021, we have had 9,600 unique visitors to the HPWH incentive page through owned media (email) and paid digital advertising, including ads (starting 1/29/21) that are part of the "Switch is On" campaign.

**Electric Vehicle (EV) Campaign**

Marketing has been running an EV awareness digital ad campaign since January. The campaign includes digital display and search ads addressing misconceptions about EVs (e.g. cost of ownership, range capabilities, charging solutions).

**Power On Peninsula Resilience Program**

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

emissions and move Peninsula Clean Energy toward its goal of 100% renewable energy.

#### Power On Peninsula – Medically Vulnerable

As of May 10, 2021 Senior Coastsiders and Puente de la Costa Sur have captured information from 393 customers interested in the “Power On Peninsula” program. A total of 147 batteries and 36 solar briefcases (portable solar panels to recharge the batteries) have been approved and delivered.

#### Power On Peninsula – Homeowner

Sunrun has started staffing a booth at Home Depot to talk with residents one-on-one about our solar + storage program.

#### **Building Electrification Awareness Program**

Peninsula Clean Energy inaugural All-Electric Award winners were announced on May 14, 2021 at the annual Sustainable San Mateo County event.



*Sacred Heart Schools, Atherton*

Images and descriptions of the winners and other featured projects may be viewed [here](#). The All-Electric Leader Awards were presented to:

- William V. Campbell Academic & Arts Center, Sacred Heart Schools, Atherton
- Redwood City Veterans Memorial Senior Center, Redwood City
- Sweet Home, Redwood City

An All-Electric Emerging Leader Award was given to:

- Bobba Home, Burlingame

Honorable Mentions:

- TahMahLah, Portola Valley
- Boles Home, Pacifica

Awards were accompanied by cash prizes. Residential awards included a \$1,000 cash prize and non-residential awards included a \$3,000 cash prize.

## News & Media

Peninsula Clean Energy issued three news releases in the past month:

- [Peninsula Clean Energy Funding New San Mateo County Electric Vehicle Chargers](#)
- Peninsula Clean Energy, SSMC Announce Inaugural Building Electrification Leaders
- In Support of Statewide Initiatives, PG&E and Peninsula Clean Energy Will Move Some Residential Customers in San Mateo County to a Time-of-Use Rate Plan in September 2021 to Encourage Energy Usage When Renewables are More Plentiful, and Demand is Lower

Full coverage of Peninsula Clean Energy in the news can be found on our [News & Media](#) webpage.

## Market Research

The annual survey of residents' awareness, perceptions and attitudes has been completed. Results and analysis are expected by the end of May 2021.

## Hiring

Marketing has made an offer and the offer has been accepted for a [Community Outreach Specialist who will](#) be the principal representative of Peninsula Clean Energy as we launch our service and programs in the City of Los Banos. Marketing is currently also recruiting for a Community Outreach Specialist to support outreach to communities in San Mateo County.

## ENROLLMENT UPDATE:

### ECO100 Statistics

Total ECO100 accounts at end of February:	6,191
ECO100 accounts added in the month:	47
ECO100 accounts dropped in the month:	41
Total ECO100 accounts at the end of January:	6,185

### Enrollment Statistics

Opt-outs decreased from March 2021 (96) to April 2021 (42). The opt-out rate adjusted for move-in/move-outs is 2.58%, and our overall participation rate is 97.42% of eligible accounts.

### Opt-Outs by City

CITY	Eligible Accts	Total	TOTAL OPT OUT
ATHERTON INC	2,722	47	1.73%
BELMONT INC	11,953	332	2.78%
BRISBANE INC	2,523	62	2.46%
BURLINGAME INC	15,507	373	2.41%
COLMA INC	767	12	1.56%
DALY CITY INC	34,176	1289	3.77%
EAST PALO ALTO INC	7,927	353	4.45%
FOSTER CITY INC	14,877	320	2.15%
HALF MOON BAY INC	4,986	160	3.21%
HILLSBOROUGH INC	4,058	97	2.39%
MENLO PARK INC	15,776	262	1.66%
MILLBRAE INC	9,335	314	3.36%
PACIFICA INC	15,471	619	4.00%
PORTOLA VALLEY INC	1,687	112	6.64%
REDWOOD CITY INC	35,156	886	2.52%
SAN BRUNO INC	16,532	722	4.37%
SAN CARLOS INC	14,663	405	2.76%
SAN MATEO INC	44,521	1292	2.90%
SO SAN FRANCISCO INC	25,232	1021	4.05%
UNINC SAN MATEO INC	24,628	785	3.19%
WOODSIDE INC	2,286	46	2.01%
<b>Grand Total</b>	<b>304,783</b>	<b>9,509</b>	<b>3.12%</b>

Table reflects data as of 5/07/2021

In addition to the County of San Mateo, there are a total of 15 ECO100 cities. The ECO100 towns and cities as of April 9, 2021, include: Atherton, Belmont, Brisbane, Burlingame, Colma, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Portola Valley, Redwood City, San Carlos, San Mateo, and Woodside.

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

### Active Accounts by City and ECO100 Opt-Up Rate

City	Active Accounts	ECO100 Opt-Up %
Atherton	2,654	2.22%
Belmont	11,668	1.62%
Brisbane	2,479	3.51%
Burlingame	15,287	2.24%
Colma	755	3.97%
Daly City	33,110	0.27%
East Palo Alto	7,567	0.33%
Foster City	14,568	2.31%
Half Moon Bay	4,806	2.25%
Hillsborough	3,955	1.80%

Menlo Park	15,515	3.36%
Millbrae	9,084	1.12%
Pacifica	14,911	1.13%
Portola Valley	1,594	93.73%
Redwood City	34,832	2.06%
San Bruno	15,848	0.61%
San Carlos	14,285	2.28%
San Mateo	43,414	1.57%
So. San Francisco	24,367	0.45%
Uninc. San Mateo Co	23,732	2.56%
Woodside	2,240	2.54%
<b>Grand Total</b>	<b>296,914</b>	<b>2.10%</b>

Table reflects data as of 5/07/2021

### E-TOU-C 90 Day Notification

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 TOU-C rate schedule has higher rates from 4-9 P.M. everyday and this transition will impact over 200,000 PCE customers. Those affected will receive a series of notifications starting 90 days in advance (this month) by mail in order to ensure customers are fully aware of the transition and allow them ample time to make a choice if they prefer another rate plan. These notifications encourage customers to shift energy use to times when rates are lower, demand is lower and renewable resources, like solar and wind power, are most plentiful. They will also detail that PG&E and Peninsula Clean Energy customers who automatically transition to this Time-of-Use rate plan will receive risk-free Bill Protection for the first 12 months.

### **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>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	<b>Objective C:</b> Ensure high customer satisfaction and retention
<b>Item/Project</b>			

		and drive program participation	
HPWH Incentive		KT*6: Promote programs and services, including community energy programs and premium energy services	
EV Awareness Campaign		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: Tell the story of Peninsula Clean Energy through diverse channels		
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

\* “KT” refers to Key Tactic

**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** May 14, 2021  
**BOARD MEETING DATE:** May 27, 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, Regulatory Analyst

**SUBJECT:** Update on PCE's April and May Regulatory Policy Activities

**SUMMARY:**

Over the last month the Regulatory Policy team continues to be quite busy. Jeremy has focused his time on finalizing settlement negotiations within PG&E's General Rate Case Phase 2 proceeding, convening meetings with Commissioners' offices on the recently issued PCIA proposed decision, and coordinating the annual Advanced Metering Infrastructure (AMI) data confidentiality compliance report. Doug has continued his work in supporting PCE's procurement efforts through his engagement in the Commission's resource planning, grid reliability, and summer peak demand readiness proceedings, as well as new engagement with the California Energy Commission on load management issues, including proposals for time variant rates. Matthew has continued his work in supporting PCE's programmatic efforts through Transportation Electrification and DAC-Green Tariff matters.

**DEEPER DIVE:**

**Power Charge Indifference Adjustment (PCIA)**

On April 5, 2021, the CPUC released a proposed decision addressing both cap and portfolio optimization issues. The initial draft of the Proposed Decision would eliminate the PCIA cap and trigger mechanism, as supported by CalCCA, but does not amortize existing balances resulting from past year's undercollections beyond a twelve-month period. This decision rejects the argument that departed customers have any rights to resources procured on their behalf that they pay for. Thus, the Proposed Decision largely rejects the joint Working group proposal to allocate RPS, RA, and GHG-free energy to customers paying the PCIA and would adopt only an allocation of RPS energy



starting in 2023. The Proposed Decision greatly curtails the working group proposal to require IOUs to regularly inquire about interest by generators in buyouts to reduce the PCIA. CalCCA and PCE have engaged in ex parte meetings with most of the CPUC Commissioners to address the inequities of the PCIA. CalCCA and PCE filed both opening and reply comments on the Proposed Decision as well. As of May 12, 2021, the Commission has invoked a Ratesetting Deliberative Meeting, which bars further ex parte meetings while the Commission considers possible revisions to the Proposed Decision ahead of the May 20, 2021 voting meeting.

(Public Policy Objective A, Key Tactic 1)

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

On April 15, 2021, the CPUC adopted a Final Resolution which approved the Disadvantaged Community Green Tariff (DAC-GT) and Community Solar Green Tariff (CSGT) program implementation proposals individually filed by Peninsula Clean Energy, Marin Clean Energy, San Jose Clean Energy, CleanPowerSF, and East Bay Clean Energy (the Joint CCAs). The Final Resolution adopted the recommended changes that the Joint CCAs supplied in their comments on the Draft Resolution to provide greater certainty as these programs move into the implementation phase. As part of the Final Resolution, the Joint CCAs will each have to file two Advice Letters on June 14, 2021. The first Advice Letter will incorporate adjustments to the individual CCA budgets to capture certain programmatic costs as required by the Commission. The second Advice Letter will include the solicitation documents the CCAs have drafted to procure permanent resources to serve the DAC-GT and CSGT programs. As these programs are authorized by the Commission and funded with state allocated dollars, the Commission requires review of these documents to ensure they are consistent with the programs' rules.

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. These efforts also include the supporting documents for the Advice Letters due on June 14, 2021. 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 continued to center around addressing IOU directives issued through Commission decisions on issues related to the deployment of EV supply equipment technology and Vehicle to Grid Integration (VGI). The TEF had previously focused on the development of statewide EV and EVSE programmatic efforts under the purview of the Commission where PCE and the other

CCAs engaged in the proceeding had continually advocated for CCAs to be permitted to serve as program administrators with access to the same funding resources as the IOUs to ensure more equitable and cost-effective use of those resources towards meeting California's EV goals. We continue to await the Commission's issuance of a proposed decision resolving these matters.

The primary area of recent activity in the proceeding is still the Commission's consideration of Vehicle to Grid Integration (VGI) technologies and implemented in a Commission decision issued in December 2020. PCE and other CCAs have continued to meet with the IOUs to discuss VGI coordination topics, such as VGI pilots that the IOUs are due to finalize and submit to the Commission for approval on July 15, 2021, questions around CCA access to data to enable the design and implementation of our own VGI programs, as well as the requirements both groups must report on VGI activities to the Commission.

These new reporting requirements arose from a Commission decision that directed IOUs and CCAs to provide reports to Energy Division staff on metrics related to VGI efforts. The Decision provided CCAs flexibility in their reporting requirements by allowing us to work with Energy Division staff on developing a reporting template and structure specific to CCAs. Matthew has led the Joint CCAs' engagement with Energy Division staff on this topic including two meetings to discuss CCA-focused items relating to VGI reporting. In the interest of formalizing what form the CCA reports will take, the Joint CCAs have provided a draft reporting template for the Energy Division to review. The CCAs first VGI reports will be due March 15, 2022.

(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. Currently, we are awaiting proposed decisions on the Integrated Resource Plans submitted September 1, 2020, a cost-allocation methodology for backstop procurement, and on the proposed 7,500 MW of system RA procurement outlined in the February 28, 2021 ruling.

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

### **Provider of Last Resort**

On March 18, 2021, the CPUC launched a new proceeding to take up procedures and mechanisms for "providers of last resort" (POLR) as required by SB 520 (Herzberg 2019). Doug Karpa is serving as PCE's staff lead and has been actively involved in informing CalCCA's initial comments and replies on a series of questions issued by the CPUC in the March 18, 2021 Order Instituting Rulemaking.

(Public Policy Objective A, Key Tactic 1)

**Stakeholder Outreach**

Doug Karpa continues to host the regular bi-weekly call with staff from CCAs and environmental and environmental justice stakeholders, including an April 14, 2021 call on proposals on Net Energy Metering by NRDC and others.

(Public Policy Objective A, Key Tactic 2)

**FISCAL IMPACT:**

Not applicable.

**PENINSULA CLEAN ENERGY AUTHORITY  
Board Correspondence**

**DATE:** May 14, 2021  
**BOARD MEETING DATE:** May 27, 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 PCE's April and May Legislative Activities

**SACRAMENTO SUMMARY:**

April and May are very busy months in Sacramento. April 30 was the deadline for policy committees to meet and consider legislation having a fiscal impact on the state's budget. By May 21, all legislation must be out of committee and reported to the floor. May is also the month in which the governor issues revisions to his budget introduced on January 8. With an unexpected surplus of \$75 billion a number of opportunities are available. Notably, the governor's May proposal includes \$2 billion to help Californians pay their overdue water and utility bills.

Looking ahead, June 4 is the last day for the Senate to pass legislation introduced this year by Senators. Similarly, the Assembly must pass bills introduced in 2021 by members of the Assembly. The state's FY 2021-22 budget must pass both houses of the Legislature and sent to the Governor's desk by midnight on June 15.

Since the last PCE board meeting California's Secretary of State has announced that enough valid signatures were gathered to qualify for the ballot the measure seeking recall of Governor Newsom. In the coming weeks those who signed the petitions can ask to have their signatures removed. If a sufficient number do not request removal an election date will be set for this fall.

PCE has sent letters in support of 4 bills this legislative session: **AB 843, SB 67, SB 68 and SB 612**. Each is discussed in greater detail below.

## **LEGISLATIVE ADVOCACY AND OUTREACH:**

### **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. Requires the IOUs to improve transparency.

**SB 612** passed out of the Senate Energy, Utilities and Communications Committee on April 26 by a vote of 11-1-2 after Sen. Portantino accepted committee amendments to remove some of the specificity in the bill. Opposition was heard from PG&E, SCE, TURN and the Coalition of Utility Employees. A number of the committee members voted in favor of **SB 612** but expressed concerns about the bill. Some legislators voiced general concerns about CCAs. It is set for hearing in the Appropriations Committee on May 17. At that time, it could be voted out of committee and sent to the floor of the Senate for a vote, or it could be held in committee and placed in the suspense file.

PCE recently presented two bills to the CalCCA Legislative Committee for consideration, **SB 67** and **SB 68**, both authored by Sen. Josh Becker. **SB 67** accelerates 100% renewable/zero-carbon on a 24/7 basis. It requires the CEC to establish compliance periods and subperiods and a "clean credit" system. **SB 68** 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. It authorizes the CEC to allocate EPIC funds towards reducing costs of building electrification. It specifies timeframes by which IOUs must respond to applications from building owners for service upgrades for building decarbonization projects and EV charger installations.

**SB 68** was presented by PCE at the April 15 meeting of the CalCCA Legislative Committee. The committee voted to recommended support of the bill and sent it to the full board of the CalCCA for approval, which in turn voted to support the bill. **SB 68** was heard in the Senate Committee on Energy, Utilities and Communications on April 19, at which time PCE CEO Jan Pepper was the lead witness to testify in support of the legislation. **SB 68** passed the committee 10-2-2. It was set to be heard on May 17 in the Senate Appropriations Committee.

**SB 67** was presented by PCE at the April 22 meeting of the CalCCA Legislative Committee. The committee voted to place **SB 67** on its list of bills to "watch". Senator Becker subsequently removed **SB 67** from consideration for the year and made it a two-year bill. PCE and CalCCA have expressed an interest in continuing to work with Sen. Becker on **SB 67**.

**AB 843 (Aguiar-Curry) Bioenergy** – 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 unanimously out of the

Assembly Committee on Utilities and Energy and was sent to the Appropriations Committee for consideration.

(Public Policy Objective B, Key Tactic 1)

### **Legislation PCE is Tracking**

**AB 427 (Bauer-Kahan)** requires the CPUC to establish rules that allow demand response programs procured by a load-serving entity (LSE) to meet the LSE's resource adequacy requirements regardless of whether the program is integrated into the wholesale market overseen by the California Independent System Operators (CAISO).

**AB 525 (Chiu) Offshore Wind** – establishes aggressive offshore wind planning goals and makes other changes to accelerate the development of offshore wind.

**AB 1139 (L. Gonzalez)** makes reforms to the state's Net Energy Metering program.

**SB 617 (Wiener)** is a bill sponsored by SPUR and Environment CA establish instant online permitting for simple solar and solar-plus-storage systems and virtual inspections of completed installations. PCE members have indicated safety considerations mitigate against support of this legislation and expressed that applications for solar installations in this area are handled expeditiously. **SB 617** passed the Senate Energy, Utilities and Communications Committee 12-0. PCE has taken a "watch" position on this bill.

**SB 771 (Becker)** would provide a sales tax break for income-qualified participants who replace an older vehicle through the Clean Cars 4 All program with a low- or zero-emission vehicle.

(Public Policy Objective B, Key Tactic 1)



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

**DATE:** May 12, 2021  
**BOARD MEETING DATE:** May 27, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

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

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

**SUBJECT:** Community Programs Report

**SUMMARY**

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

1. Building and EV Reach Codes
2. Existing Building Electrification
3. "EV Ready" Charging Incentive Program
4. Low-Income Used EV Program
5. EV Ride & Drives/Virtual Engagement
6. E-Bikes Rebate Program
7. Municipal Fleets Program
8. Ride-Hail Electrification Pilot
9. MUD Low-Power EV Charging Pilot
10. EV Managed Charging Pilot
11. Curbside Charging Pilot
12. Public Facility Resilience
13. San Mateo County Facilities DER Evaluation
14. Power On Peninsula – Homeowner
15. Power On Peninsula - Medical

Organizational note: In April, the DER team was moved from Power Resources to Energy Programs. As such, programs 12 to 15 above (previously reported in the Energy Resilience report) will be included in this report moving forward.

## **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 and San Mateo County have adopted reach codes. A number of additional agencies are in progress including Atherton, Belmont, Portola Valley, San Bruno, South San Francisco, and Woodside. Across San Mateo and Santa Clara Counties, 23 agencies have adopted some kind of all-electric reach code.
- **Developer and Contractor trainings:** Completed three developer round tables and two contractor trainings. Fourth developer round table will be held on June 1<sup>st</sup> 2021 and the topic includes non-residential heat pump HVAC systems.
- **Technical Assistance:** We have had 36 unique technical assistance requests from private and affordable housing developers, including 15 in 2021, of which 19 have been resolved.
- **Existing Building policy development with Menlo Park:** The consultant’s contract amendment has been executed and the scope includes assistance for developing replicable policies and tools for existing building electrification.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

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



## 2. Existing Building Electrification

**Background:** In May 2020, the Board approved a 4-year, \$6.1 million program for electrifying existing buildings. This program includes a number of elements including rebates for appliance replacements, a low-income home upgrade program, technology pilots and research.

**Status:** The heat pump water heater (HPWH) rebate program was launched on January 01, 2021 and we have received 17 applications to date. 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. Currently five San Mateo County contractors and 15 contractors outside the county are enrolled in the program. PCE has been promoting the incentive through digital ads, email outreach and other channels.

For the Low-Income Home Upgrade program, the contract with the administration and implementation firm, Richard Heath & Associates (RHA), has been executed after being approved by the Board in the March 2021 meeting. The program is now entering a design phase and a public launch is anticipated for late Q3 or early Q4 2021.

Harvest Thermal pilot project is underway and the home recruitment process began in late April. The 5 participation homes are expected to be selected by the end of July, with the installation of the systems taking place in Q3 2021. Additionally, staff plans to contract with a third-party firm to provide evaluation, measurement & verification services for the project. Staff is in the process of selecting a firm through a competitive process.

The Existing Building initiatives are associated with the Building Electrification Awareness Program that is led by the Marketing team.

### Strategic Plan:

Goal 3 – Community Energy Programs, Objective A:

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

Goal 3 – Community Energy Programs, Objective B:

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

Goal 3 – Community Energy Programs, Objective C:

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

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

**Background:** In December 2018 the Board approved \$16 million over four years for EV charging infrastructure incentives (\$12 million), technical assistance (\$2 million), workforce development (\$1 million), and administrative costs (\$1 million). Subsequent to authorization of funding, PCE successfully applied to the California Energy Commission (CEC) for the CEC to invest an additional \$12 million in San Mateo County for EV charging infrastructure. 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 incentives have 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. 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. Low-Income Used EV Program

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

**Status:** The current income-qualified program is under continuous operation and as of May 11, 2021, has provided rebates to 98 residents. The contract with GRID Alternatives has been executed and staff is working with GRID on refining the current program

including updating eligibility and procedural requirements and setting up of a dealership network whereby PCE could offer its incentive to customers at point of sale. Staff anticipates launching the expanded program in June 2021.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

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

Goal 3 – Community Energy Programs, Objective B:

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

### **5. 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.

**Status:** 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. The EV info line & chat box and 1-on-1 dealer test drives were phased out. The Virtual EV Forums in partnership with large San Mateo County employers will continue through the end of FY20-21. To date, 3 EV Forums have been held and 1 more is scheduled. The EV Rental Rebate, which offers a rebate up to \$200 on the rental of an EV and as of May 11, 2021 has issued 67 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. As a result, most of the FY21-22 EV Ride & Drive/Engagement budget will be dedicated to the EV Rental Rebate, until ride & drive events become feasible again.

#### **Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

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

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

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

outreach and promotional partner 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 is under final development with an expected launch in May 2021.

**Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

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

Goal 3 – Community Energy Programs, Objective B:

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

## 7. Municipal Fleets Program

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

**Status:** The program is under development with an expected launch in mid-2021. An RFP will be released to hire a consulting team to work with PCE on providing detailed technical assistance to agencies, including project cost estimations and EV infrastructure designs.

**Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

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

Goal 3 – Community Energy Programs, Objective C:

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

## 8. Ride-Hail Electrification Pilot

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

**Status:** The pilot formally kicked off in December 2020 and PCE staff are coordinating with Lyft on development. Vehicles are anticipated to become available in Q3 2021.

**Strategic Plan:**

Goal 3 – Community Energy Programs, Objective A:

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

Goal 3 – Community Energy Programs, Objective C:

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

## 9. MUD Low-Power EV Charging Pilot

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

**Status:** The project team selected Plugzio, an internet-connected 120V outlet, as the pilot technology for the first round of testing. Installations have been successfully completed at the three sites. 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.

### Strategic Plan:

Goal 3 – Community Energy Programs, Objective A:

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

Goal 3 – Community Energy Programs, Objective B:

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

Goal 3 – Community Energy Programs, Objective C:

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

## 10. EV Managed Charging Pilot

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

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

analyze incoming data from this pilot and gather lessons learned from a vehicle-based approach to managed charging.

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

### **Strategic Plan:**

#### **Goal 3 – Community Energy Programs**

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

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

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

## **11. Curbside Charging Pilot**

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

**Status:** PCE has contracted with Arup to provide technical assistance in the first phase of this project and is gathering information from agencies that have expressed interest in partnering with PCE on feasibility assessments, with a focus on South San Francisco, and San Mateo, and is collaborating with PG&E on policy considerations. The team began these assessments in December 2020, which will last through the first half of 2021.

### **Strategic Plan:**

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

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

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

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

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

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

## **Distributed Generation and Energy Resilience**

### **SUMMARY**

On January 23, 2020, the Peninsula Clean Energy Board of Directors approved staff's three-year, \$10 million strategy to deploy local electricity resiliency programs in San Mateo County. The full Energy Resiliency Strategy is available on Peninsula Clean Energy's website.

Organizational note: In April, the DER team was moved from Power Resources to Energy Programs.

### **DETAIL**

#### **12. Public Facility Resilience**

**Background:** In October 2020, the Board approved a DER Site Evaluation Services contract with McCalmont Engineering for DER site evaluation and designs for 10 municipal public facilities previously identified as candidates for solar + storage resilience projects in a project under a BAAQMD grant and via the consulting firm, Arup. Site evaluations began in January 2021.

**Status:** We have completed site visits and preliminary 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

An initial finding from site visits is that many of the sites have existing fossil fuel backup generators for critical loads and in many cases are large enough to back up the entire facility. We conducted follow-up conversations with facilities team at all sites and made the following determinations with regard to backup power:

Site	Existing Backup Generator?	Solar + Storage Backup Plan
Fair Oaks Community Center, Redwood City	No	Critical load backup

San Carlos Youth Center, San Carlos	No	Solar only, per customer request. Insufficient solar potential to back up entire building, which is what they want.
Mission Blue Center, Brisbane	No	Full building backup
Public Works Yard, Hillsborough	Yes	Solar only
Chetcuti Building and Surrounding Complex, Millbrae	Yes	Solar only
Colma Community Center, Colma	No	Full building backup
City Hall and Police Station, Belmont	Yes	Solar only
Police Station, Mateo	Yes	Solar only
Half Moon Bay Library	No	Critical load backup
Pacifica Community Center	No	Critical load backup

We are expecting the majority of final designs to be completed by the first week of June, and then will move to exploring a joint procurement and novel contracting mechanism as part of our overall strategic initiatives with DERs. We expect to seek commitments from facilities owners in Q3/Q4 2021 for their participation in an aggregate procurement.

### 13. San Mateo County Facilities DER Evaluation:

**Background:** In coordination with San Mateo County facilities personnel, Peninsula Clean Energy identified a number of San Mateo County-owned facilities as candidates for DER systems and are conducting site evaluations with McCalmont Engineering. While these evaluations are not specifically focused on resiliency, we will be looking at resiliency options as part of the site evaluations and DER sizing recommendations. We expect that lessons-learned and evaluation processes developed for these projects can inform future DER deployments, including those with a goal of providing resiliency.

The site list for evaluation is:

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

**Status:** We have completed site visits and preliminary designs for all but the Pescadero Landfill. We are exploring in-front-of-the-meter solar projects for the HMB airport and landfill. Based on preliminary interconnection information, we do not expect the landfill to be a viable project but are still exploring all paths forward.



All sites have been considered for solar and energy storage but we are currently not expecting to pursue backup power solutions at any of these sites, with the same notes with regard to existing backup generators as described above applying.

#### **14. 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 will deliver over energy storage systems paired with solar power to single family and multifamily Peninsula Clean Energy customers. 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.

More information about this program is on our website. Board members are encouraged to point their constituents to this webpage. Peninsula Clean Energy customers who sign up for this program may receive an incentive between \$500 - \$1,250.

**Status:** The program is active, delivering clean, resilient energy systems to residential customers. In April, staff included load modification assets in its CEC Load Forecast filing for the first time, which we expect to result in an incremental reduction in how much RA we need to procure.

Peninsula Clean Energy and Sunrun continued to implement the co-marketing plan for the "Power On Peninsula" program. At the end of March, Peninsula Clean Energy sent a second, more detailed direct mail to our customers. A Nextdoor post will be released in May, and Peninsula Clean Energy Marketing is preparing a program bulletin for release in May as well. Lastly, the retail campaign has continued through Home Depot stores in Peninsula Clean Energy's service territory.

#### **15. Power on Peninsula – Medical**

**Background:** In July 2020, Peninsula Clean Energy implemented a portable battery and portable solar panel donation program with a goal of delivering 150 Yeti 3000x portable power stations and 100 Boulder Briefcase foldable solar panels. These portable devices were provided to renters and homeowners of condos or mobile homes that are currently on or eligible for the Medical Baseline rate tariff and live in high fire-threat districts or areas that were impacted by two+ PSPS events in 2019. The portable devices deliver backup power right to their medical devices. The program has been widely successful based on customer feedback. You can find more information about this program on our website at <https://www.peninsulacleanenergy.com/pop-medical>

Peninsula Clean Energy worked with two non-profit community organizations, as well as Hassett Hardware, to roll out the program.

**Status:** As of mid-April, Hassett has delivered 146 Yeti 3000x batteries to a total of 133 medically vulnerable Peninsula Clean Energy customers. In addition Hassett has delivered 36 units of the Boulder 200 Briefcase foldable solar panels to medically vulnerable Peninsula Clean Energy customers.

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

Staff has planned potential future iterations of a program that serves our medically vulnerable customers. However, as a result of serving the most sensitive segments of our medically vulnerable customers already, we are putting program planning on-hold and may consider a future program at a later date.

**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.

**PENINSULA CLEAN ENERGY  
JPA Board Correspondence**

**DATE:** May 14, 2021  
**BOARD MEETING DATE:** May 27, 2021  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** None

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

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

**SUBJECT:** Energy Supply Procurement Report – May 2021

**BACKGROUND:**

This memo summarizes energy procurement agreements entered into by the Chief Executive Officer since the last regular Board meeting in April. 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>
April	Purchase of Resource Adequacy	Marin Clean Energy	1 month
April	Purchase of Resource Adequacy	Southern California Edison Company	1 month
April	Sale of Resource Adequacy	OhmConnect, Inc	1 month
April	Sale of Resource Adequacy	Shell Energy North America (US), L.P.	1 month
April	Sale of Resource Adequacy	Silicon Valley Clean Energy Authority	1 month
May	Sale of Resource Adequacy Import Allocation Rights	Shell Energy North America (US), L.P.	1 month
May	Purchase of PCC1 Renewable Energy	Portland General Electric Company	7 months
May	Sale of Resource Adequacy	Pacific Gas & Electric Company	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.

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
March 31, 2021  
(\$000s)

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
March 31, 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>March 31, 2021</b>	<b>Unaudited Actual</b>	<b>\$191,714</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>March 31, 2021</b>	<b>Unaudited Actual</b>	<b>\$190,061</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>March 31, 2021</b>	<b>Unaudited Actual</b>	<b>\$2,642</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>March 31, 2021</b>	<b>Unaudited Actual</b>	<b>\$167,381</b>
FY2020-2021	Budget	\$197,445

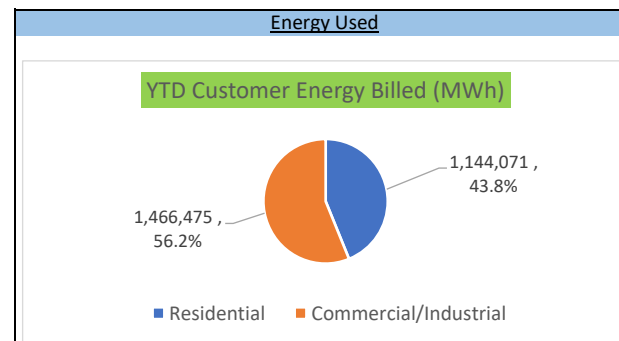
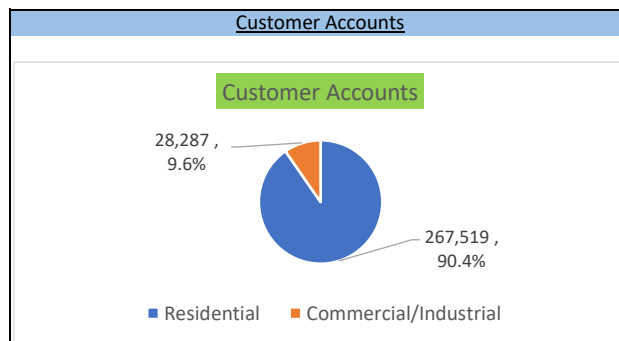
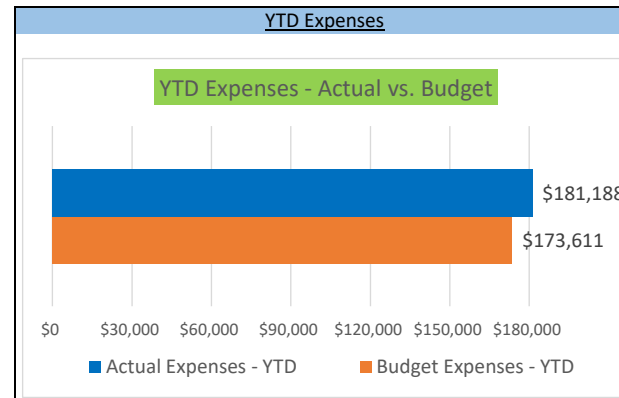
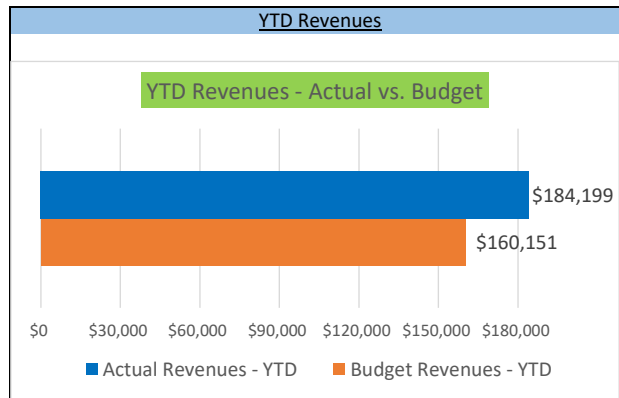
Revenues

<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>March 31, 2021</b>	<b>Unaudited Actual</b>	<b>\$184,199</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>March 31, 2021</b>	<b>Unaudited Actual</b>	<b>\$181,188</b>
FY2020-2021	Budget	\$225,642

Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
March 31, 2021  
(\$000s)



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

- **Revenues** were \$3.4 MM below Budget in Q3 as PG&E lowered its generation rates on January 1 and the expected PCIA increase was finally implemented. The PCIA increase had been expected since October 1, 2020, but started to impact PCE's financial performance on March 1, 2021. Revenues are expected to be \$7.3 million below Budget in Q4, although the full-year is still expected to be above the FY21 Budget. The changes are expected to have a significant impact on PCE's revenue for the next 2-3 years.

- **Total Expenses** were \$0.8 MM below budget in Q3 - most categories were below Budget except Energy Costs.. Cost of energy was \$2.8 million above budget - and \$14.3 million above Budget for YTD. Significant heat waves and fires in August and September created significant price spikes. February also saw significant price increases although much of those increases were mitigated by hedging strategies.



Peninsula Clean Energy  
Performance at a Glance  
Results for the Fiscal Quarter Ended  
March 31, 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	\$ 182,192	\$ 158,520	\$ 23,672	114.9%	\$ 213,553	85.3%	\$ 215,253
Green electricity premium	2,007	1,631	376	123.1%	2,151	93.3%	1,978
<b>Total Operating Revenues</b>	<b>\$184,199</b>	<b>\$160,151</b>	<b>\$24,049</b>	<b>115.0%</b>	<b>\$215,703</b>	<b>85.4%</b>	<b>\$217,231</b>
<b>OPERATING EXPENSES</b>							
Cost of energy	167,381	153,042	(14,339)	109.4%	197,445	84.8%	159,836
Staff compensation	4,136	4,619	483	89.5%	6,237	66.3%	3,191
Data Manager	2,535	2,565	30	98.8%	3,420	74.1%	2,739
Service Fees - PG&E	940	945	5	99.4%	1,260	74.6%	939
Consultants/Professional Svcs	1,511	2,349	839	64.3%	3,068	49.2%	483
Legal	1,062	1,288	225	82.5%	1,708	62.2%	888
Communications/Noticing	1,100	2,576	1,477	42.7%	2,873	38.3%	849
General and Administrative	1,269	1,432	162	88.7%	1,947	65.2%	1,000
Community Energy Programs	1,185	4,698	3,513	25.2%	7,550	15.7%	1,037
Depreciation	69	97	27	71.8%	133	52.0%	69
<b>Total Operating Expenses</b>	<b>181,188</b>	<b>173,611</b>	<b>(7,578)</b>	<b>104.4%</b>	<b>225,642</b>	<b>80.3%</b>	<b>171,032</b>
<b>Operating Income (Loss)</b>	<b>\$3,011</b>	<b>(\$13,460)</b>	<b>\$16,471</b>	<b>-22.4%</b>	<b>(\$9,939)</b>	<b>-30.3%</b>	<b>\$46,200</b>
<b>Total Nonoperating Inc/(Exp)</b>	<b>(369)</b>	<b>1,056</b>	<b>(1,425)</b>	<b>-34.9%</b>	<b>1,408</b>	<b>-26.2%</b>	<b>1,730</b>
<b>CHANGE IN NET POSITION</b>	<b>\$2,642</b>	<b>(\$12,404)</b>	<b>\$15,046</b>		<b>(\$8,531)</b>	<b>31.0%</b>	<b>\$47,930</b>



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Peninsula Clean Energy Authority

Management is responsible for the accompanying financial statements of Peninsula Clean Energy Authority (PCE), a California Joint Powers Authority, which comprise the statement of net position as of March 31, 2021, and the statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. PCE's annual audited financial statements will include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to PCE because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
April 26, 2021

# PENINSULA CLEAN ENERGY AUTHORITY

## STATEMENT OF NET POSITION

As of March 31, 2021

### ASSETS

#### Current assets

Cash and cash equivalents	\$ 20,953,081
Accounts receivable, net of allowance	17,011,469
Accrued revenue	7,852,098
Investments	23,718,404
Other receivables	1,670,126
Prepaid expenses	1,348,752
Deposits	3,781,670
Restricted cash	4,949,194
Total current assets	<u>81,284,794</u>

#### Noncurrent assets

Capital assets, net of depreciation	358,362
Investments	144,769,793
Deposits	281,840
Total noncurrent assets	<u>145,409,995</u>
Total assets	<u>226,694,789</u>

### LIABILITIES

#### Current liabilities

Accrued cost of electricity	26,830,954
Accounts payable	1,370,151
Accrued payroll	491,638
Other accrued liabilities	406,961
Supplier deposits - energy suppliers	3,474,597
User taxes and energy surcharges due to other governments	813,227
Total current liabilities	<u>33,387,528</u>

#### Noncurrent liabilities

Supplier deposits - energy suppliers	<u>1,593,433</u>
Total liabilities	<u>34,980,961</u>

### NET POSITION

Investment in capital assets	358,362
Restricted for security collateral	4,949,194
Unrestricted	<u>186,406,272</u>
Total net position	<u>\$ 191,713,828</u>

**PENINSULA CLEAN ENERGY AUTHORITY**

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

**July 1, 2020 through March 31, 2021**

**OPERATING REVENUES**

Electricity sales, net	\$ 182,192,362
Green electricity premium	2,006,949
Total operating revenues	<u>184,199,311</u>

**OPERATING EXPENSES**

Cost of electricity	167,381,213
Contract services	7,640,000
Staff compensation and benefits	4,136,222
General and administration	1,911,623
Depreciation	69,321
Total operating expenses	<u>181,138,379</u>
Operating income (loss)	<u>3,060,932</u>

**NONOPERATING REVENUES (EXPENSES)**

Interest and investment income (loss)	(322,836)
Charitable contributions	(50,000)
Finance costs	(46,000)
Nonoperating revenues (expenses), net	<u>(418,836)</u>

**CHANGE IN NET POSITION**

	2,642,096
Net position at beginning of period	<u>189,071,732</u>
Net position at end of period	<u>\$ 191,713,828</u>

# PENINSULA CLEAN ENERGY AUTHORITY

## STATEMENT OF CASH FLOWS July 1, 2020 through March 31, 2021

### CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 199,218,356
Receipts from supplier security deposits	2,265,450
Payments to suppliers for electricity	(196,321,527)
Payments to suppliers for other goods and services	(9,034,264)
Payments for staff compensation and benefits	(4,041,767)
Payments of taxes and surcharges to other governments	(3,276,457)
Payments of charitable contributions	(50,000)
Net cash provided (used) by operating activities	<u>(11,240,209)</u>

### CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES

Finance costs paid	(46,000)
Deposits and collateral paid	<u>(6,034,920)</u>
Net cash provided (used) by non-capital financing activities	<u>(3,974,670)</u>

### CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Payments to acquire capital assets	<u>(15,166)</u>
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### CASH FLOWS FROM INVESTING ACTIVITIES

Proceeds from investment sales	115,126,902
Investment income received	1,152,039
Purchase of investments	<u>(123,584,297)</u>
Net cash provided (used) by investing activities	<u>(7,305,356)</u>

Net change in cash and cash equivalents	(22,535,401)
Cash and cash equivalents at beginning of period	48,437,676
Cash and cash equivalents at end of period	<u><u>\$ 25,902,275</u></u>

### Reconciliation to the Statement of Net Position

Cash and cash equivalents (unrestricted)	\$ 20,953,081
Restricted cash	4,949,194
Cash and cash equivalents	<u><u>\$ 25,902,275</u></u>

**PENINSULA CLEAN ENERGY AUTHORITY**  
**STATEMENT OF CASH FLOWS (continued)**  
**July 1, 2020 through March 31, 2021**

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

Operating income (loss)	\$ 3,060,932
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	69,321
Revenue adjusted for uncollectible accounts	591,330
Charitable contributions considered an operating activity for cash flow purposes only	(50,000)
(Increase) decrease in:	
Accounts receivable	5,305,793
Accrued revenue	5,889,627
Other receivables	138,037
Prepaid expenses	2,340,606
Increase (decrease) in:	
Accrued cost of electricity	(2,004,582)
Accounts payable	175,557
Accrued payroll and related	133,424
Other accrued liabilities	(1,299,176)
User taxes and energy surcharges due to other governments	(44,162)
Supplier security deposits	(25,546,916)
Net cash provided (used) by operating activities	<u>\$ (11,240,209)</u>



PENINSULA CLEAN ENERGY - FRB  
[REDACTED]

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Period from January 1, 2021 to March 31, 2021

## MARKET VALUE RECONCILIATION

	CURRENT PERIOD 01/01/2021 TO 03/31/2021	YEAR TO DATE 07/01/2020 TO 03/31/2021
<b>Beginning Market Value</b>	<b>85,029,496.51</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	- 19,131.64	- 5,070,331.82
<b>Total Disbursements</b>	<b>- 19,131.64</b>	<b>- 5,070,331.82</b>
<b>Asset Activity</b>		
Taxable Interest	225,897.66	573,300.27
Realized Gain/Loss	- 20,430.00	- 78,911.78
Change In Unrealized Gain/Loss	- 774,397.04	- 946,641.84
Change In Accrued Income	80,700.70	153,074.85
<b>Total Asset Activity</b>	<b>- 488,228.68</b>	<b>- 299,178.50</b>
<b>Net Change In Market Value</b>	<b>- 507,360.32</b>	<b>2,130,489.68</b>
<b>Ending Market Value</b>	<b>84,522,136.19</b>	<b>84,522,136.19</b>

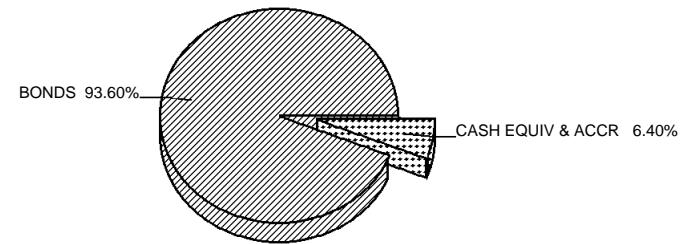


PENINSULA CLEAN ENERGY - FRB

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Period from January 1, 2021 to March 31, 2021

## ASSET SUMMARY

ASSETS	03/31/2021 MARKET VALUE	% OF MARKET
Cash And Equivalents	5,063,166.32	5.98
U.S. Government Issues	54,597,414.50	64.60
Corporate Issues	24,507,708.50	29.00
<b>Total Assets</b>	<b>84,168,289.32</b>	<b>99.58</b>
Accrued Income	353,846.87	0.42
<b>Grand Total</b>	<b>84,522,136.19</b>	<b>100.00</b>







PENINSULA CLEAN ENERGY - PFM

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Period from January 1, 2021 to March 31, 2021**MARKET VALUE RECONCILIATION**

	CURRENT PERIOD 01/01/2021 TO 03/31/2021	YEAR TO DATE 07/01/2020 TO 03/31/2021
<b>Beginning Market Value</b>	<b>85,311,473.56</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	.00	- 5,000,000.00
Non-Cash Deliveries	.00	- 649,818.00
<b>Total Disbursements</b>	<b>.00</b>	<b>- 5,649,818.00</b>
<b>Asset Activity</b>		
Taxable Interest	285,665.12	939,246.72
Realized Gain/Loss	- 104,253.65	- 138,872.99
Change In Unrealized Gain/Loss	- 574,479.86	- 747,673.16
Assets Received Or Delivered Adjustment	.00	- 246.00
<b>Total Adj Change In Unrealized Gain/Loss</b>	<b>- 574,479.86</b>	<b>- 747,919.16</b>
Change In Accrued Income	- 10,548.07	- 80,016.12
<b>Total Asset Activity</b>	<b>- 403,616.46</b>	<b>- 27,561.55</b>
<b>Net Change In Market Value</b>	<b>- 403,616.46</b>	<b>2,472,684.45</b>
<b>Ending Market Value</b>	<b>84,907,857.10</b>	<b>84,907,857.10</b>

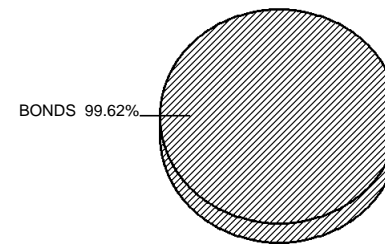


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Period from January 1, 2021 to March 31, 2021

## ASSET SUMMARY

ASSETS	03/31/2021 MARKET VALUE	% OF MARKET
Cash And Equivalents	59,352.62	0.07
U.S. Government Issues	67,034,047.75	78.95
Corporate Issues	10,412,101.81	12.26
Municipal Issues	7,136,972.65	8.41
<b>Total Assets</b>	<b>84,642,474.83</b>	<b>99.69</b>
Accrued Income	265,382.27	0.31
<b>Grand Total</b>	<b>84,907,857.10</b>	<b>100.00</b>



# California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | [cacommunitypower.org](https://cacommunitypower.org)

**TO:** CC Power Board of Directors

**DATE:** 5/19/21

**FROM:** Jim Shetler – Interim General Manager

**SUBJECT:** Report on CC Power Board of Directors Meeting – 5/19/21

The CC Power Board of Directors held its regularly scheduled meeting on Wednesday, 5/19/21, 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:

- Consent Calendar - The Board unanimously approved the following items:
  - Minutes of the 4/21/21 Regular Board Meeting
- *Ad Hoc* Committee Report – Selection of the next Interim General Manager  
The *ad hoc* Committee has completed interviews of the shortlisted candidates and selected a finalist. Discussions to finalize a contract with the selected candidate are in process and this will be brought forward to the Board for approval at its June meeting. Since the selection will not be approved until June, the *ad hoc* Committee also requested a one-month extension for the current contract with Adirondack Power Consulting, LLC for Interim General Manager services from Jim Shetler, which expires at the end of May. This was unanimously approved by the Board.
- *Ad Hoc* Committee Report – Selection of General Counsel  
The *ad hoc* Committee interviewed two legal firms for permanent General Counsel. The *ad hoc* Committee unanimously recommended the selection of Braun Blaising Smith Wynne PC for this position. The Board unanimously approved this contract for General Counsel services.
- *Ad Hoc* Committee Report – CC Power Policy Development  
The *ad hoc* Committee reported that staff has been focused on ensuring the procurement conditions for the LDS Project that were approved by the Board in April are being properly incorporated into the selection and shortlisting process. As a result, the *ad hoc* Committee has not been focused on general policy development. The *ad hoc* Committee continues to evaluate the public input that has been received. In addition, with the expected transition in the Interim General Manager position in late June to early July there is a consensus that general policies for CC Power should not be finalized until the new Interim General Manager has an opportunity to review and weigh in on them.

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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

- Approval of LDS Phase 2 Cost Sharing Agreement  
This is the agreement between CC Power and the LDS Project participants for sharing the costs associated with the Phase 2 effort in negotiating contracts for the projects. The Board unanimously approved the Agreement, with a requested amendment, and the delegation to the Interim General Manager to execute the Agreement with the LDS Project participants.
- Interim General Manager's Report  
The Interim General Manager provided updates on:
  - Administrative Items
    - Status of Conflict-of-Interest Code review at the Secretary of State's Office
    - Plan for an unscheduled Board meeting for June 16 to approve the contract with the next Interim General Manager
  - LDS Project Update
    - Provided an overview of the status of the shortlisting of the developers and the planned next steps in the negotiation process with the shortlisted projects. It was noted that the details of the shortlisted projects and developers will not be shared publicly at this time due to the sensitive commercial nature of this information as it has potential impacts to not only the developers but also to CC Power's negotiations. This information will be made available when and if recommended projects are brought to the Board for approval.
- Discussion on Individual Member Items – The Board held its usual discussion on member updates and possible items that CC Power should be considering for opportunities in the future. One new concept was brought forward:
  - Developing demand response programs for large scale agriculture pumping and HVAC loads.

Staff is maintaining a list of these proposals, which is attached. These will be factored into discussions for future projects.

Please feel free to contact me if you have any questions on this report.

## **List of Possible Future Projects for CC Power Consideration**

- Evaluating a central procurement role for geothermal energy that may be mandated, with costs collected from other LSEs, rather than being on the receiving end of charges from investor-owned utilities.
- Development of offshore wind projects.
- Small scale battery projects that could be strategically sited to support grid reliability needs.
- Financing authority for electrification programs
- Joint program for demand response
- Back-office support (e.g. – data management, customer services)
- Central administration of CPUC mandated programs
- Development of demand response programs for large scale agriculture pumping and HVAC loads.

## 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