



2075 Woodside Road | Redwood City, CA 94061
(650) 260-0005 | peninsulacleanenergy.com

**Regular Meeting of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
AGENDA**

**Thursday, November 21, 2024
6:30 pm**

PLEASE NOTE: This meeting will be held in a hybrid format with both in-person and Zoom participation options for members of the public; Board members shall appear in person.

In-Person Meeting Locations:

PCEA Lobby, **2075 Woodside Road, Redwood City, CA 94061**
Los Banos City Hall, Conference Room A, **520 J Street, Los Banos, CA 93635**
3543 Lower Honoapiilani Road, **Lahaina, HI 96761**

Zoom, Virtual Meeting Link:

Meeting ID: 874-9664-9657 Passcode: 2075 Phone: +1 (669) 444-9171

This meeting of the Board of Directors will be held at the Peninsula Clean Energy Lobby: 2075 Woodside Road, Redwood City, CA 94061 and Los Banos City Hall, Conference Room A, 520 J Street, Los Banos, CA 93635 and by teleconference pursuant to California Assembly Bill 2449 and the Ralph M. Brown Act, CA Gov't Code. Section 54950, et seq. **Members of the Board are expected to attend the meeting in person** and should reach out to Assistant General Counsel for Peninsula Clean Energy, Jennifer Stalzer, with questions or accommodation information (jstalzer@smcgov.org). For information regarding how to participate in the meeting remotely, please refer to the instructions at the end of the agenda. In addition, a video broadcast of the meeting can be viewed at <https://www.peninsulacleanenergy.com/board-of-directors> following the meeting.

Public Participation

The PCEA Board meeting may be accessed through Zoom online at <https://pencleanenergy.zoom.us/j/87496649657>. The webinar ID is: 874-9664-9657 and the passcode is 2075. The meeting may also be accessed via telephone by dialing +1(669) 444-9171. Enter the webinar ID: 874-9664-9657, then press #. (Find your local number: <https://pencleanenergy.zoom.us/j/87496649657>). Peninsula Clean Energy uses best efforts to ensure audio and visual clarity and connectivity. However, it cannot guarantee the connection quality.

Members of the public can also attend this meeting physically at the **Peninsula Clean Energy Lobby** at 2075 Woodside Road, Redwood City, CA 94061 or **Los Banos City Hall**, Conference Room A, 520 J Street, Los Banos, CA 93635.

Written public comments may be emailed to PCEA Board Clerk, Nelly Wogberg (nwogberg@peninsulacleanenergy.com) and such written comments should indicate the specific agenda item on which the member of the public is commenting.

Spoken public comments will be accepted during the meeting in the Board Room(s) or remotely through

Zoom at the option of the speaker. Please use the “Raise Your Hand” function in the Zoom platform, or press *6 if you phoned into the meeting, to indicate that you would like to provide comment.

Please note that Peninsula Clean Energy Board of Directors meetings are a limited public forum, and all public comment must relate to something that is within the subject matter jurisdiction of the Board. If comments do not relate to the subject matter jurisdiction of the Board, we will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the subject matter jurisdiction of the Board.

ADA Requests

Individuals who require special assistance or a disability related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting, should contact Nelly Wogberg, Board Clerk, by 10:00 a.m. on the day before the meeting at (nwogberg@peninsulacleanenergy.com). Notification in advance of the meeting will enable PCEA to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.

Closed Captioning is available for all PCEA Board meetings. While watching the video broadcast in Zoom, please enable captioning.

CALL TO ORDER / ROLL CALL / APPROVE TELECONFERENCE PARTICIPATION UNDER AB 2449

This item is reserved to approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.

PUBLIC COMMENT

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

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. [Approval of Data Management and Billing Services Contract with Calpine Community Energy](#)
2. [Approval of Peninsula Clean Energy's 2023 Power Source Disclosure Annual Reports and Power Content Label](#)
3. [Approval of Member Agency Energy Grant Agreement with the City of San Mateo for \\$1,406,718](#)
4. [Approval of Brillion Contract for Salesforce Licensing and Support in an Amount Not-To-Exceed \\$555,000 Over Three Years](#)
5. [Approval of the 2025 Board Meeting Schedule](#)
6. [Approval of Minutes from the October 24, 2024 Board of Directors Meeting](#)

REGULAR AGENDA

7. [Chair Report \(Discussion\)](#)
8. [CEO Report \(Discussion\)](#)

9. CAC Report (Discussion)
10. [Approval of an Updated Energy Risk Policy, Replacing Current Policies 7 and 15 \(Action\)](#)
11. Acknowledgment and Appreciation of Outgoing Board Members (Discussion)
12. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

13. [Community Energy Programs Quarterly Report](#)
14. [Energy Supply Procurement Quarterly Report](#)
15. [Acronym List](#)

ADJOURNMENT

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

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

- Please mute your microphone when you are not speaking to minimize audio feedback
- If possible, utilize headphones or ear buds to minimize audio feedback
- If participating via videoconference, audio quality is often better if you use the dial-in option (option 2 below) rather than your computer audio

Options for Joining

- Videoconference with Computer Audio - see Option 1 below
- Videoconference with Phone Call Audio - see Option 2 below
- Calling in via Telephone/Landline - see Option 3 below

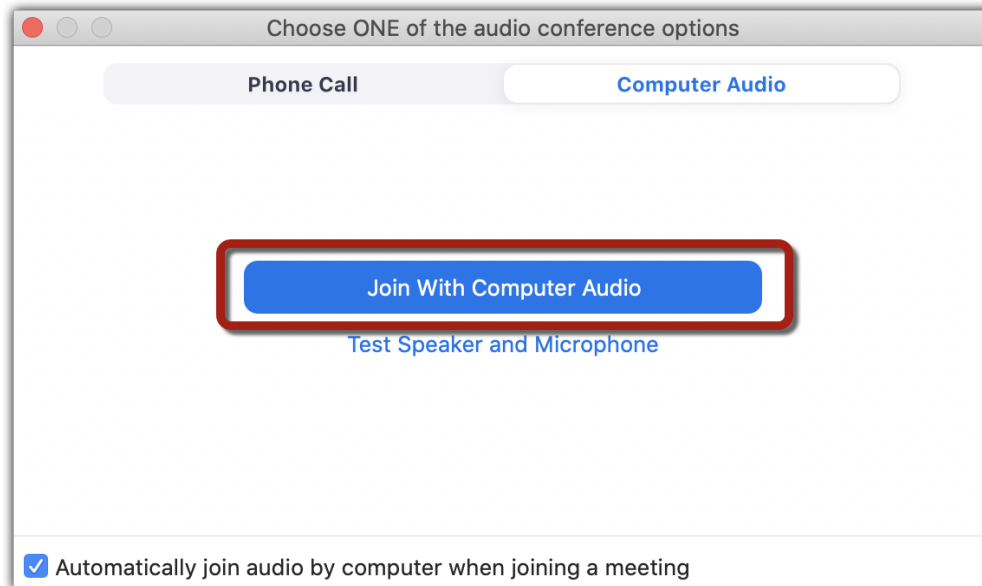
Videoconference Options:

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

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

Option 1 Videoconference with Computer Audio:

- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/87496649657>
- The Zoom application will open on its own or you will be instructed to open Zoom.
- 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.



- Click the blue, "Join with Computer Audio" button.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Option 2 Videoconference with Phone Call Audio

- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/87496649657>
- The Zoom Application will open on its own or you will be instructed to Open Zoom.

- 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.

Choose ONE of the audio conference options

Phone Call Computer Audio - Connected

Country/Region United States

Dial +1 669 444 9171
+1 719 359 4580
+1 720 707 2699
+1 253 205 0468
+1 253 215 8782

Meeting ID 827 7284 3517

Participant ID

Passcode 2075

- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 followed by #.**
- You will be instructed to enter in your participant ID. Your participant ID is unique to you and is what connects your phone number to your Zoom account.
- After a few seconds, your phone audio should be connected to the Zoom application on your computer.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Audio Only Options:

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

Option 3: Calling in via Telephone/Landline:

- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 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 press # to stay on the line.
- You will be instructed to enter the meeting passcode **2075 followed by #.**



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: November 8, 2024

MEETING DATE: November 21, 2024

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Leslie Brown, Director of Account Services Connor Prince, Senior Analyst,
Account Services

SUBJECT: Approval of Data Management and Billing Services Contract with Calpine
Community Energy

RECOMMENDATION

Provide consent to authorize PCE CEO Shawn Marshall to execute a new contract for data management and billing services in the amount of \$10,566,000 with Calpine Community Energy for a term of three years beginning January 1, 2025, with an option to extend three years.

BACKGROUND

Peninsula Clean Energy serves over 313,000 customers, requiring significant data management and highly accurate billing processes. Peninsula Clean Energy relies on a third party to provide these services, which Calpine Community Energy (Calpine), formerly Calpine Energy Solutions, has provided since PCE's inception in 2016. At the core of these services are critical billing system processes, including the daily ingestion of customer meter data from PG&E and the reconciliation of data discrepancies for timely and accurate billing. Also provided in the scope of these services critical to PCE's operations are:

Billing administration services, including but not limited to:

- Processing customer enrollments, service starts and stops, opt outs and opt ups, and other account related actions related to electric utility service
- Processing over 325,000 invoices monthly with a bill accuracy of 99% or greater
- Maintenance of over 460 applicable rate components
- Administration of customer rate offerings, including Net Energy Metering, Solar Billing Plans and pilot rate offerings
- Invoice and payment reconciliation
- Provision of a customer information system (CIS or CRM)
- Provision of Interactive Voice Response (IVR) system integrated with billing and customer information systems
- Provision of accurate and timely Settlement Quality Meter Data to PCE's Scheduling Coordinator, compliant with the California Independent System Operator (CAISO)

requirements

PCE's current contract with Calpine Community Energy was for a 5-year term ending on January 1, 2025. On June 28, 2024, staff released a request for proposals (RFP) for data management services in tandem with Silicon Valley Clean Energy (SVCE) to allow bidding opportunity for any prospective providers capable of providing the required scope of work. We received six inquiries and three proposals discussed in more detail below.

DISCUSSION

In response to PCE's request for proposals, PCE received three qualified proposals for consideration -- from Calpine Community Energy, Sacramento Municipal Utility District (SMUD) and ArcTrade. A summary of the costs proposed by each bidder based on 318,000 meters can be found in the table below. While ArcTrade's proposal was the most competitively priced, staff are not recommending a change in vendor to ArcTrade due to the company's lack of experience in both the CCA and California energy market and the scale at which PCE operates.

Calpine's costs were the next most competitively priced bid, at a slight discount to PCE's current contract price. SMUD's proposed pricing is estimated to cost an additional \$50,000 per month, and would also be accompanied by high transition costs.

Fee Type	Existing Calpine Contract	Calpine Proposal	SMUD Proposal	ArcTrade Proposal
Start Up Fee	N/A	None	None	\$50,000
Fixed Monthly Fee	\$25,000	\$25,000	None	\$12,500
Per Meter Fee	\$0.85	\$0.836	\$1.07	\$0.45
Per Hour Ad-hoc Development Fee (after bank of 100 hours is depleted)	\$150	\$200	\$170	\$150
Total Monthly Fee (Estimate based on 318,000 meters)	\$295,300	\$290,848	\$340,260	\$155,600

Accurate and timely billing is paramount to PCE's success, and a single error in billing can have a significant impact on PCE's relationship with its customers. For this reason, staff placed a high value on proven accuracy rates and experience with the requirements of CCA billing when evaluating prospective providers. Calpine serves 19 CCAs across the state and has served CCA clients for over ten years. Calpine has maintained a monthly billing accuracy rate for PCE of 99.9-100% since 2017, with 99.9% of PCE's nearly 325,000 monthly invoices being sent in three days or less after customer usage is received from PG&E. SMUD also has experience serving CCAs, although they serve fewer clients and have done so for less time. And as noted above, their costs are significantly higher.

As PCE's designated billing and metering agent, PG&E is a major stakeholder in PCE's interactions with its customers. Calpine's decade of experience interfacing with PG&E on behalf of its CCA clients makes Calpine an effective consultant to PCE staff on PG&E billing and data capabilities. In partnership with Calpine, PCE has been very successful to date in

implementing solutions that advance the interest of PCE customers, including the implementation of new rates and programs like the Disadvantaged Communities Green Tariff (Green Access Program), On-Bill Financing, the Solar Billing Plan, and providing bill protection to customers during the Time-of-Use rate transition. While SMUD does have experience serving in this capacity with other CCAs, PCE staff can report that Calpine has been an effective and reliable business partner and recommends Calpine Community Energy to be the best choice in continuing to achieve its goals.

To further enhance their services, Calpine also provides a host of value-add, no or low-cost resources to PCE, including:

- The data warehouse portal, providing easier access to PCE customer data. This has allowed for the buildout of internal dashboards and has increased the utilization of data across PCE to inform decision and strategy.
- Marketing analysis services through See Change Institute, a contracted consultant that provides a data-driven approach for designing effective behavior change programs. PCE marketing staff have engaged in research efforts with See Change and have benefited from broadening our approach when it comes to customer outreach and interaction.
- Recurve Analytics, providing customer data analytics for program participation and demand flexibility programs.
- A proposed Virtual Power Plant platform, which would provide PCE with additional support in offering a demand flexibility marketplace.

Due to costs, experience, and a proven track record in performance, PCE staff are recommending that the Board authorize the execution of a new agreement with Calpine Community Energy for its data management services. As drafted, all products and services will carry over from the current agreement except for the below significant updates:

- The Customer Contact Center services will be removed from the scope of Calpine's services. Effective December 2024, the call center will be operated by PCE personnel. This reduction in scope results in a reduction in the per meter fee of \$0.10, or approximately \$32,000 per month.
- A Community Benefits Grant Program has been added to scope of services, in which Calpine will rebate 2% of the data management revenue they collect from PCE to 501(c)3 not-for-profit organizations that serve our communities and mission. The annual contribution is estimated to be approximately \$70,000 per year.

FISCAL IMPACT

As drafted, the term of the agreement with Calpine Community Energy will be for three years ending in January 2028, with an option to extend an additional three years. Costs for the first three-year term are estimated to be \$10,566,000 accounting for a 1% escalation in meters per year. A second, three-year term if renewed is estimated to be \$10,854,000 based on the same assumptions. Total contract amount for a total of 6 years is estimated to be \$21,420,000.

RESOLUTION NO. _____

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

**APPROVAL OF DATA MANAGEMENT AND BILLING SERVICES CONTRACT WITH
CALPINE COMMUNITY ENERGY**

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

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

WHEREAS, on October 1, 2016 Peninsula Clean Energy began offering service to residents and businesses throughout San Mateo County; and

WHEREAS, on April 1, 2022 Peninsula Clean Energy began offering service to residents and businesses in the City of Los Banos; and

WHEREAS, Peninsula Clean Energy has contracted with Calpine Community Energy ("Calpine") for full-service data management services since October 1, 2016 with continuous success and a billing accuracy rate of 99.9%; and

WHEREAS, the existing service data management contract with Calpine expires on December 31, 2024; and

WHEREAS, Peninsula Clean Energy Staff released a request for proposals and received bids for service from three prospective providers; and

WHEREAS, Calpine has provided Peninsula Clean Energy with excellent service and value to better serve its customers; and

WHEREAS, it is in Peninsula Clean Energy's best interest to continue working with Calpine to further its success and customer experience; and

WHEREAS, the new contract will be set for a term of three years beginning January 1, 2025 at an estimated cost of \$10,566,000, with an option to extend an additional three years;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board authorizes the Chief Executive Officer to execute a new contract for data management and billing services in the amount of \$10,566,000 with Calpine Community Energy for a term of three years beginning January 1, 2025, with an option to extend three years.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: November 15, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Roy Xu, Senior Director of Power Resources, Sara Maatta, Senior Manager, Power Resources, Shayna Levia, Power Resources Analyst

SUBJECT: Approval of Peninsula Clean Energy's 2023 Power Source Disclosure Annual Reports and Power Content Label

RECOMMENDATION

Approve Resolution Approving Peninsula Clean Energy's 2023 Power Source Disclosure Annual Reports and Power Content Label, Confirming the Accuracy of the Information Provided in the 2023 Power Source Disclosure Reports and Power Content Label and Delegating Authority to the Chief Executive Officer to Submit the Attestation to the California Energy Commission.

BACKGROUND

The California Public Utilities Code requires all retail sellers of electric energy, including Peninsula Clean Energy, to disclose "accurate, reliable, and simple-to-understand information on the sources of energy" that are delivered to their respective customers. The format for the required communications is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers. This format has been termed the "Power Content Label" by the California Energy Commission (CEC). Information presented in the Power Content Label includes the proportionate share of total energy supply attributable to various resource types, including both renewable and conventional fuel sources. In 2021, Assembly Bill 242 (Holden, Chapter 228, Statutes of 2021) was adopted, requiring California retail electricity suppliers to post their Power Content Labels on their websites annually by October 1 and in written promotional materials by the end of the first complete billing cycle for the fourth quarter of the year. In calendar years 2023 and 2024, the Western Renewable Energy Generation Information System (WREGIS), the tracking system for Renewable Energy Certificates (RECs), had significant issues with accurate REC creation after a software update in 2023. While Peninsula Clean Energy was unaffected by the software issue, many retail sellers had a significant delay in receiving RECs, impacting their ability to submit their Power Source Disclosure Annual Reports to the CEC. This resulted in a delay in the release of the 2023 Power Content Label template from the CEC, and a subsequent extension of the deadline. For 2024, the CEC will consider Power Content Labels posted on websites, sent to customers, and provided to the CEC by January 31, 2025 as timely.

Beginning with the 2021 reporting year, retail suppliers are required to calculate the greenhouse gas (GHG) emissions intensity of their electricity portfolios and report the results in the Power Source Disclosure Report and on the Power Content Label. The methodology for calculating the emissions intensity is determined by the CEC, and retail suppliers are required to use the CEC's methodology. Any marketing or retail product claim by a retail supplier related to the GHG emissions intensity of an electricity portfolio must be consistent with the GHG emissions intensity disclosed on the relevant Power Content Label. Retail suppliers may provide additional information to customers describing other actions related to greenhouse gases that are unrelated to the electricity portfolio.

DISCUSSION

During the 2023 calendar year, Peninsula Clean Energy successfully delivered a substantial portion of its electric energy supply from various renewable energy sources, including solar, wind, geothermal, and small hydroelectricity. For ECOplus customers, the percentage of supply attributable to renewable energy sources approximated fifty-two percent (51.7%) according to the Power Content Label, and the total supply from carbon-free or renewable resources was one hundred percent (100%). These amounts meet our targets of fifty percent (50%) renewable and one hundred percent (100%) renewable or carbon-free energy. For ECO100 customers, the percentage of supply attributable to renewable energy sources comprised one hundred percent (100%). Peninsula Clean Energy's program for the Disadvantaged Communities Green Tariff (DAC-GT) is called Green Access and is represented on the Power Content Label as a separate product, with one hundred percent (100%) of its supply coming from renewable sources.

The 2023 calendar year Power Content Label includes the GHG Emissions Intensity factor calculated per the CEC's methodology. For ECOplus customers, the GHG Emissions Intensity for 2023 was 6 lbs of carbon dioxide equivalent per megawatt-hour of electricity (CO₂e/MWh). In comparison, the average intensity for California utilities in 2023 was 373 lbs CO₂e/MWh. For ECO100 and Green Access customers, the GHG Emissions Intensity for 2023 was 0 lbs CO₂e/MWh.

Beginning with reporting for the 2019 calendar year, the CEC requires supplies purchased from Asset Controlling Suppliers (ACS supplies) to be disaggregated in the Power Content Label into distinct fuel types, such as large hydroelectric, nuclear, and unspecified sources of power. Peninsula Clean Energy did not purchase any ACS supplies in 2023.

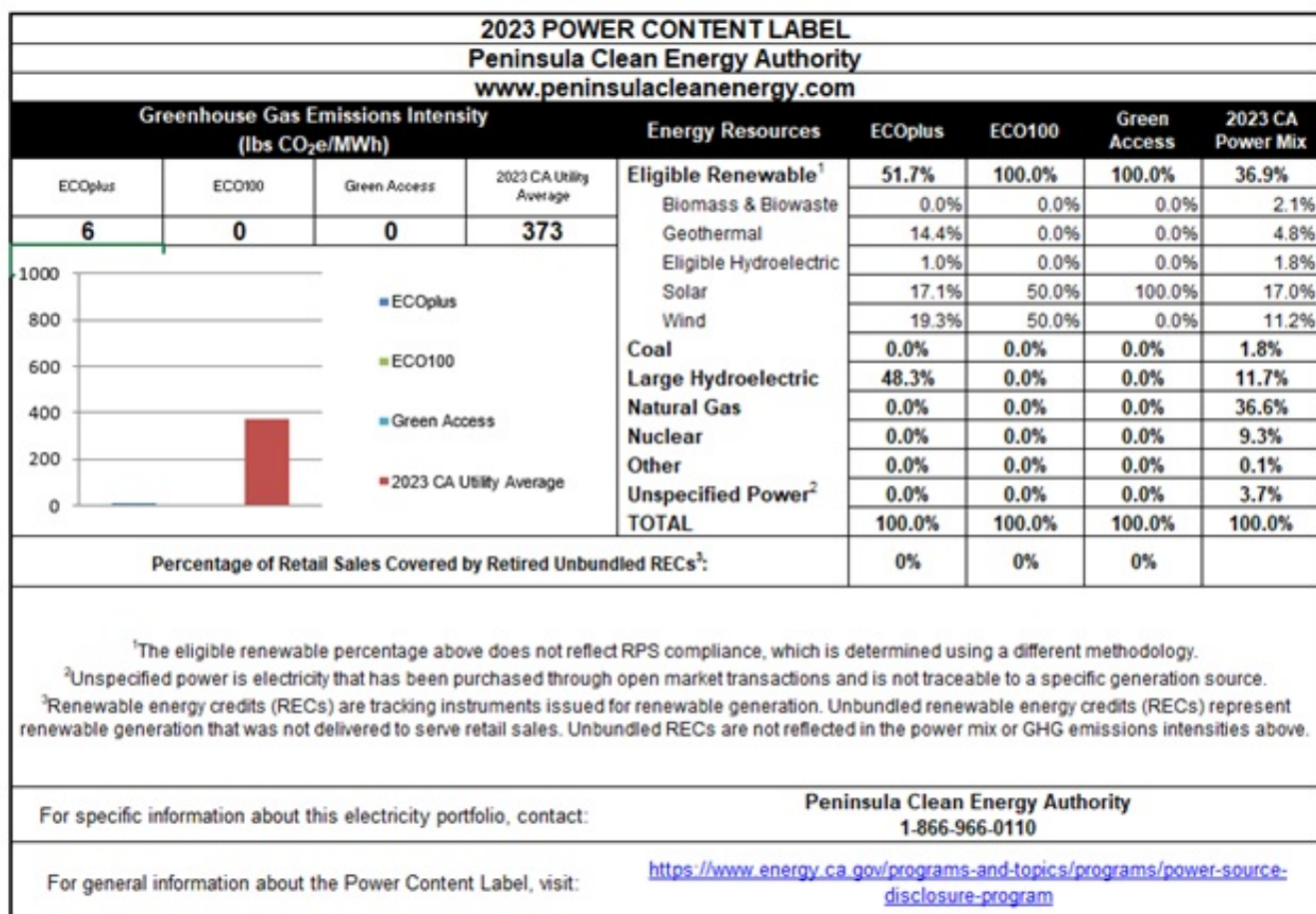
Consistent with applicable regulations and the extended 2024 timeline, Peninsula Clean Energy will post the Power Content Label online, complete requisite customer communications, and provide required documentation to the CEC by January 31, 2025.

While developing Peninsula Clean Energy's 2023 Power Content Label, staff performed a detailed review of all power purchases completed for the 2023 calendar year. This review included an inventory of all renewable energy transfers within Peninsula Clean Energy's Western Renewable Energy Generation Information System (WREGIS) accounts and pertinent transaction records. Staff developed the Power Source Disclosure Annual Reports (Annual Reports) for the ECOplus, ECO100, and Green Access products and submitted these reports to the CEC by June 1, 2024. In addition, both the ECO100 and Green Access products for 2023 have been certified by Green-e, a process which included an external audit. Based

on staff's review of available data, the information presented in the Annual Reports and the Power Content Label was determined to be accurate.

To fulfill its Power Content Label reporting obligation, Peninsula Clean Energy must also provide the CEC with an attestation regarding the veracity of information included in the Power Content Label. In consideration of the aforementioned internal review and applicable regulations, staff requests that the Board accept this determination and attest to the veracity of information included in Peninsula Clean Energy's 2023 Power Content Label, which will soon be distributed to Peninsula Clean Energy customers.

Copies of Peninsula Clean Energy's 2023 Power Source Disclosure Reports are included as Exhibits A, B, and C. A copy of Peninsula Clean Energy's 2023 Power Content Label is reproduced below:



STRATEGIC PLAN

The Power Content Label supports the Power Resources Objective C: Operations; Manage power portfolio to ensure performance consistent with contractual requirements, regulatory compliance, and internal strategies and specifically Key Tactic 2: Regulatory Compliance; Ensure all requirements are submitted accurately and on time.

ATTACHMENTS:

[Exhibit A 2023 Power Source Disclosure - PCEA - ECOplus.pdf](#)
[Exhibit B 2023 Power Source Disclosure - PCEA - ECO100.pdf](#)
[Exhibit C 2023 Power Source Disclosure - PCEA - Green Access.pdf](#)

RESOLUTION NO. _____

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

**APPROVAL OF PENINSULA CLEAN ENERGY'S 2023 POWER SOURCE DISCLOSURE
ANNUAL REPORTS AND POWER CONTENT LABEL**

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

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

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

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

WHEREAS, staff completed a detailed review of all power purchases for the 2023 calendar year and developed the 2023 Power Source Disclosure Annual Reports; and

WHEREAS, staff is presenting to the Board for its review the 2023 Power Content Label, which is based on the information in the 2023 Power Source Disclosure Annual Reports; and

WHEREAS, the Board wishes to attest to the veracity of information presented in the 2023 Power Content Label.

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

SECTION 1: The Board approves the 2023 Power Source Disclosure Annual Reports and 2023 Power Content Label.

SECTION 2: The Board attests to the veracity of information provided in the 2023 Power Source Disclosure Annual Reports and Power Content Label.

SECTION 3: The Board authorizes the Chief Executive Officer, or designee, to execute and submit the attestation of the 2023 Power Source Disclosure Annual Reports and 2023 Power Content Label to the California Energy Commission.

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2023

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

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Peninsula Clean Energy Authority	
ELECTRICITY PORTFOLIO NAME	
ECOplus	
CONTACT INFORMATION	
NAME	Roy Xu
TITLE	Director of Power Resources
MAILING ADDRESS	2075 Woodside Road
CITY, STATE, ZIP	Redwood City, CA 94061
PHONE	650-817-7076
EMAIL	rxu@peninsulacleanenergy.com
WEBSITE URL FOR PCL POSTING	www.peninsulacleanenergy.com

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

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

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

INTRODUCTION

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

A complete Annual Report includes the following tabs:

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

INSTRUCTIONS

Schedule 1: Procurements and Retail Sales

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

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

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

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

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

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

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

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

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

Schedule 2: Retired Unbundled RECs

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

Schedule 3: Annual Power Content Label Data

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

ACS Resource Mix Calculator

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

GHG Emissions Factors

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

Attestation

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

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
ECOplus

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

Retail Sales (MWh)	3,067,254
Net Specified Procurement (MWh)	3,077,277
Unspecified Power (MWh)	-
Procurement to be adjusted	10,023
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	1,736
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	3,075,541
GHG Emissions (excludes grandfathered emissions)	8,515
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.0028

DIRECTLY DELIVERED RENEWABLES													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
Buena Vista Energy Windfarm - Buena Vista Energy	Wind	CA	W165	60124A		56446	81805	9,075	72,730	72,534	-	-	
Geysers Power Plant - Calistoga Power Plant	Geothermal	CA	W486	60117A		50066	3,720		3,720	3,710	0.0351	130	
Geysers Power Plant - Calpine Geothermal Unit 12	Geothermal	CA	W120	60004A		286	14,860		14,860	14,820	0.0351	520	
Geysers Power Plant - Calpine Geothermal Unit 16	Geothermal	CA	W123	60006A		286	36,585	14,520	22,065	22,006	0.0351	772	
Geysers Power Plant - Calpine Geothermal Unit 12	Geothermal	CA	W124	60007A		286	3,720		3,720	3,710	0.0351	130	
Geysers Power Plant - Calpine Geothermal Unit 18	Geothermal	CA	W125	60008A		286	234,275	62,865	171,410	170,948	0.0351	6,000	
Geysers Power Plant - Calpine Geothermal Unit 20	Geothermal	CA	W126	60009A		286	13,440		13,440	13,404	0.0351	470	
Geysers Power Plant - Sonoma/Calpine Geyser	Geothermal	CA	W127	60010A		510	14,039		14,039	14,001	0.0351	491	
Mega Hydro #1 (Clover Creek) - Mega Hydro #1 (Clover Creek)	Eligible hydro	CA	W623	60227A		p236	4,350	627	3,723	3,713	-	-	
Mega Renewables (Bidwell Ditch) - Mega Renewables (Bidwell Ditch)	Eligible hydro	CA	W625	60165A		10880	11,229	2,059	9,170	9,145	-	-	
Mega Renewables (Hatchet Creek) - Mega Renewables (Hatchet Creek)	Eligible hydro	CA	W626	60166A		10882	17,898	4,797	13,101	13,066	-	-	
Mega Renewables (Roaring Creek) - Mega Renewables (Roaring Creek)	Eligible hydro	CA	W627	60167A		10881	6,725	1,634	5,091	5,077	-	-	
Mustang Two Whirlaway - Mustang Two Whirlaway	Solar	CA	W9615	63730A		62015	256,864	36,863	220,001	219,408	-	-	
RE Mustang 3 - Mustang 3	Solar	CA	W4814	62862A		59150	5,961		5,961	5,945	-	-	
Second Imperial Geothermal Company - Heber 2	Geothermal	CA	W415	60316A		54111	198,877		198,877	198,341	-	-	
Shiloh I Wind Project - Shiloh I Wind Project LLC	Wind	CA	W231	60488A		56362	418,930	60,439	358,491	357,525	-	-	
Sky River Wind Energy Center - Sky River Wind Energy Center	Wind	CA	W530	63763A		50536	66,119	5,706	60,413	60,250	-	-	
Sky River Wind Energy Center - Sky River Wind Energy Center	Wind	CA	W531	63763A		50536	38,307	2,965	35,342	35,247	-	-	
Tecolote Wind - Tecolote Wind LLC	Wind	NM	W12059	64729A		64066	100		100	100	-	-	
Tehachapi Wind Resource 1 - Tehachapi Wind Resource 1	Wind	CA	W519	61467A		10191	12,610	2,475	10,135	10,108	-	-	
Voyager Wind 2 - Voyager Wind 2	Wind	CA	W7267	63686A		61582	65,197	9,835	55,362	55,213	-	-	
Wright Solar Park - Wright Solar Park	Solar	CA	W8785	62620A		59525	315,941	17,421	298,520	297,716	-	-	

FIRMED-AND-SHAPED IMPORTS													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

SPECIFIED NON-RENEWABLE PROCUREMENTS													
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
Box Canyon Dam	Large hydro	WA				3891	34,817		34,817	34,723	-	-	
Colgate	Large hydro	CA				454	508,631		508,631	507,261	-	-	
Dion R Holm	Large hydro	CA				380	73,816		73,816	73,617	-	-	
FPL Energy Vansycle (Stateline 1&2) [Wind]	Other	OR				55989	1,736		1,736	-	-	-	
Lucky Peak Power Plant Project [Hydro]	Large hydro	ID				10014	2,396		2,396	2,390	-	-	
Mid-C Hydro - Priest Rapids & Wanapum Dams (Grand Coulee)	Large hydro	WA				3887	329,107		329,107	328,220	-	-	
Middle Fork	Large hydro	CA				425	43,197		43,197	43,081	-	-	
Moccasin	Large hydro	CA				381	6,184		6,184	6,167	-	-	
Narrows 2	Large hydro	CA				455	36,004		36,004	35,907	-	-	

Narrows PH	Large hydro	CA				262	27,712		27,712	27,637	-	-	
Balch #1 PH	Large hydro	CA				217	9,080		9,080	9,056	-	-	
Balch #2 PH	Large hydro	CA				218	23,487		23,487	23,424	-	-	
Belden	Large hydro	CA				219	11,826		11,826	11,794	-	-	
Bucks Creek	Large hydro	CA				220	3,571		3,571	3,561	-	-	
Butt Valley	Large hydro	CA				221	7,051		7,051	7,032	-	-	
Caribou 1	Large hydro	CA				222	9,459		9,459	9,434	-	-	
Caribou 2	Large hydro	CA				223	21,718		21,718	21,659	-	-	
Cresta	Large hydro	CA				231	5,799		5,799	5,783	-	-	
Drum #1	Large hydro	CA				235	4,341		4,341	4,329	-	-	
Drum #2	Large hydro	CA				236	13,627		13,627	13,591	-	-	
Electra	Large hydro	CA				239	19,531		19,531	19,479	-	-	
Haas	Large hydro	CA				240	23,973		23,973	23,908	-	-	
James B Black	Large hydro	CA				249	23,059		23,059	22,996	-	-	
Kerckhoff #2 PH	Large hydro	CA				682	25,069		25,069	25,001	-	-	
Kings River	Large hydro	CA				254	9,908		9,908	9,882	-	-	
Pit 1	Large hydro	CA				265	9,911		9,911	9,885	-	-	
Pit 3	Large hydro	CA				266	17,591		17,591	17,544	-	-	
Pit 4	Large hydro	CA				267	20,514		20,514	20,459	-	-	
Pit 5	Large hydro	CA				268	35,715		35,715	35,619	-	-	
Pit 6	Large hydro	CA				269	12,979		12,979	12,944	-	-	
Pit 7	Large hydro	CA				270	13,770		13,770	13,733	-	-	
Poe	Large hydro	CA				272	33,059		33,059	32,970	-	-	
Rock Creek	Large hydro	CA				275	22,380		22,380	22,320	-	-	
Salt Springs	Large hydro	CA				279	10,152		10,152	10,125	-	-	
Stanislaus	Large hydro	CA				285	16,908		16,908	16,862	-	-	
Tiger Creek	Large hydro	CA				287	12,108		12,108	12,076	-	-	
NID-Chicago Park	Large hydro	CA				412	6,817		6,817	6,799	-	-	
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS													
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
										-	#N/A		
										-	#N/A		
										-	#N/A		
										-	#N/A		
END USES OTHER THAN RETAIL SALES	MWh												

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 2: RETIRED UNBUNDLED RECS
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
ECOplus

INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

[illegible]

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
ECOplus

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

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	1,585,986	51.7%
Biomass & Biowaste	-	0.0%
Geothermal	440,940	14.4%
Eligible Hydroelectric	31,001	1.0%
Solar	523,069	17.1%
Wind	590,976	19.3%
Coal	-	0.0%
Large Hydroelectric	1,481,268	48.3%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
Total	3,067,254	100.0%

Total Retail Sales (MWh)	3,067,254
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GHG Emissions Intensity (converted to lbs CO₂e/MWh)	6
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Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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**2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM**

For the Year Ending December 31, 2023

Peninsula Clean Energy Authority

ECOplus

I, Shawn Marshall,
Chief Executive Officer, declare under penalty of perjury, that the information
provided in this report is true and correct and that I, as an authorized agent of Peninsula
Clean Energy Authority, have authority to submit this report on the retail supplier's behalf.
I further declare that all of the electricity claimed as specified purchases as shown in this
report was sold once and only once to retail customers.

Name: Shawn Marshall

Representing (Retail Supplier): Peninsula Clean Energy Authority

Signature: 

Dated: June 3, 2024

Executed at: Redwood City, CA

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2023

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

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Peninsula Clean Energy Authority	
ELECTRICITY PORTFOLIO NAME	
ECO100	
CONTACT INFORMATION	
NAME	Roy Xu
TITLE	Director of Power Resources
MAILING ADDRESS	2075 Woodside Road
CITY, STATE, ZIP	Redwood City, CA 94061
PHONE	650-817-7076
EMAIL	rxu@peninsulacleanenergy.com
WEBSITE URL FOR PCL POSTING	www.peninsulacleanenergy.com

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

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

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

INTRODUCTION

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

A complete Annual Report includes the following tabs:

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

INSTRUCTIONS

Schedule 1: Procurements and Retail Sales

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

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

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

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

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

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

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

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

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

Schedule 2: Retired Unbundled RECs

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

Schedule 3: Annual Power Content Label Data

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

ACS Resource Mix Calculator

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

GHG Emissions Factors

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

Attestation

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

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
ECO100

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

Retail Sales (MWh)	296,693
Net Specified Procurement (MWh)	296,694
Unspecified Power (MWh)	-
Procurement to be adjusted	1
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	296,694
GHG Emissions (excludes grandfathered emissions)	0
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.0000

DIRECTLY DELIVERED RENEWABLES													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
Voyager Wind II	Wind	CA	W7267	63686A		61582	148,347		148,347	148,347	-	-	
Wright Solar Park	Solar	CA	W8785	62620A		59525	148,347		148,347	148,347	-	-	
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
FIRMED-AND-SHAPED IMPORTS													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
SPECIFIED NON-RENEWABLE PROCUREMENTS													
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS													
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
										-	#N/A		
										-	#N/A		
										-	#N/A		
										-	#N/A		
END USES OTHER THAN RETAIL SALES	MWh									-	#N/A		

Total Retired Unbundled RECs	-
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2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
ECO100

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

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	296,693	100.0%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	148,347	50.0%
Wind	148,347	50.0%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
Total	296,693	100.0%

Total Retail Sales (MWh)	296,693
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GHG Emissions Intensity (converted to lbs CO₂e/MWh)	-
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Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
---	-------------

**2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
ECO100**

I, Shawn Marshall,
Chief Executive Officer, declare under penalty of perjury, that the information
provided in this report is true and correct and that I, as an authorized agent of Peninsula
Clean Energy Authority, have authority to submit this report on the retail supplier's
behalf. I further declare that all of the electricity claimed as specified purchases as shown
in this report was sold once and only once to retail customers.

Name: Shawn Marshall

Representing (Retail Supplier): Peninsula Clean Energy Authority

Signature: 

Dated: June 3, 2024

Executed at: Redwood City, CA

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2023

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

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Peninsula Clean Energy Authority	
ELECTRICITY PORTFOLIO NAME	
Green Access	
CONTACT INFORMATION	
NAME	Roy Xu
TITLE	Director of Power Resources
MAILING ADDRESS	2075 Woodside Road
CITY, STATE, ZIP	Redwood City, CA 94061
PHONE	650-817-7076
EMAIL	rxu@peninsulacleanenergy.com
WEBSITE URL FOR PCL POSTING	www.peninsulacleanenergy.com

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

INSTRUCTIONS

Schedule 1: Procurements and Retail Sales

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

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

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

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

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

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

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

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

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

Schedule 2: Retired Unbundled RECs

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

Schedule 3: Annual Power Content Label Data

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

ACS Resource Mix Calculator

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

GHG Emissions Factors

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

Attestation

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

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
Green Access

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

Retail Sales (MWh)	7,282
Net Specified Procurement (MWh)	10,418
Unspecified Power (MWh)	-
Procurement to be adjusted	3,136
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	10,418
GHG Emissions (excludes grandfathered emissions)	0
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.0000

DIRECTLY DELIVERED RENEWABLES													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
Goose Lake Solar	Solar	CA	W4151	62357A		59086	10418		10,418	7,282	-	-	
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
FIRMED-AND-SHAPED IMPORTS													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
SPECIFIED NON-RENEWABLE PROCUREMENTS													
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS													
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
										-	#N/A		
										-	#N/A		
										-	#N/A		
										-	#N/A		
END USES OTHER THAN RETAIL SALES	MWh									-	#N/A		

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 2: RETIRED UNBUNDLED RECS
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
Green Access

INSTRUCTIONS: Enter information about retired unbundled RECs associated with this electricity portfolio. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.

[illegible]

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2023
Peninsula Clean Energy Authority
Green Access

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

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	7,282	100.0%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	7,282	100.0%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
Total	7,282	100.0%

Total Retail Sales (MWh)	7,282
---------------------------------	--------------

GHG Emissions Intensity (converted to lbs CO₂e/MWh)	-
---	----------

Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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2023 POWER SOURCE DISCLOSURE ANNUAL REPORT ATTESTATION FORM

For the Year Ending December 31, 2023

Peninsula Clean Energy Authority

Green Access

I, Shawn Marshall,
Chief Executive Officer, declare under penalty of perjury, that the information provided in this report is true and correct and that I, as an authorized agent of Peninsula Clean Energy Authority, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: Shawn Marshall

Representing (Retail Supplier): Peninsula Clean Energy Authority

Signature: 

Dated: June 3, 2024

Executed at: Redwood City



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: November 1, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Rafael Reyes, Senior Director of Energy Programs

SUBJECT: Approval of Member Agency Energy Grant Agreement with the City of San Mateo for \$1,406,718

RECOMMENDATION

Approval of Agreement with City of San Mateo for an amount totaling \$1,406,718 for clean energy projects under the Member Agency Energy Grants from the 2023 surplus funds allocation.

BACKGROUND

Peninsula Clean Energy's mission is to expand access to sustainable and affordable energy solutions. As part of that mission, in December 2023, the Board approved a package of customer rebates and community reinvestments totaling \$68 million. The community reinvestments included the creation of PCE's Member Agency Energy Grants.

The Member Agency Energy Grants are a one-time allocation of \$11.5 million for self-directed member agency projects consistent with Peninsula Clean Energy's mission. The funds available for each member agency were determined by formula, taking the maximum of either percentage of customers or percentage of load within that jurisdiction. The program opened in February 2024.

DISCUSSION

To date 11 agencies have submitted grant proposals, 9 agreements were approved by the Board in August, and 5 have executed agreements and are in-progress. The City of San Mateo submitted its proposal in October for its allocation totaling \$1,406,718.

The San Mateo proposal for a range of projects summarized below:

1. EV Charging Infrastructure for City Fleet: \$500,000
2. Electrifying Marina Library: \$395,000
3. High Voltage Street Light Conversion: \$332,718
4. Electric Landscaping Equipment for City Operations: \$135,000

5. Pilot Electric Motorcycles for Police Department: \$44,000

The EV charging project will be layered with PCE's existing EV Ready incentives and administered through that process with the normal EV Ready application. All other funds will be disbursed through the standard Member Agency Energy Grant process with half the funds provided up-front and the balance of funds disbursed when invoices are presented for completed projects. Additional detail may be found in the attached documents.

At the time of preparation of this memo, approval by the San Mateo City Council was scheduled for November 18, 2024.

FISCAL IMPACT

Funding for this program is included in the Board-approved Community Energy Programs budget.

ATTACHMENTS:

[2024.11.21 PCE-San Mateo Energy Grant Contract - 2024.10.docx](#)

[2024.11.21 PCE-San Mateo Energy Grant Proposal - 2024.10.pdf](#)

RESOLUTION NO. _____

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

APPROVAL OF MEMBER AGENCY ENERGY GRANT AGREEMENT WITH THE CITY OF SAN MATEO FOR \$1,406,718

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

WHEREAS, Peninsula Clean Energy was formed on February 29, 2016; and

WHEREAS, in December 2023, the Peninsula Clean Energy Board of Directors approved the Member Agency Energy Grants as part of a set of rebates and community investments from surplus funds; and

WHEREAS, the City of San Mateo submitted approved projects in the amount of \$1,406,718 consistent with program guidelines; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute the Agreements for approved Member Agency Energy Grants.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to execute the agreement with the City of San Mateo for an amount totaling \$1,406,718 for clean energy projects under the Member Agency Energy Grants in a form approved by the General Counsel.

* * * * *

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF SAN MATEO FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 1 day of December, 2024, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of San Mateo, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

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

Exhibit A—Project Description

Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA reserves the right to withhold final grant payment if PCEA determines that the quantity or quality of the work performed by Grantee is unacceptable or does not meet the requirements of Exhibit B. In no event shall PCEA's total fiscal obligation under this Agreement exceed one million, four hundred and six thousand, seven hundred and eighteen dollars (\$1,406,718). In the event that the Project described by Exhibit A does not move forward or is terminated for any reason, Grantee agrees to return any unused grant funds associated with approved project.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Dec. 1, 2024, through Nov 30, 2026.

5. Relationship of Parties

Grantee agrees and understands that Grantee is not an employee of PCEA and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

6. Hold Harmless

a. General Hold Harmless

Grantee shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Grantee 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 Grantee 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 Grantee's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Grantee's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Grantee 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. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee'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.

8. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Grantee.

The parties understand and agree that Grantee shall not commence work using the grant funds without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

9. Compliance With Laws

The Project to be performed by Grantee 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. The Project 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.

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

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

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

(c) Grantee 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 the Project work.

11. 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.

12. 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.

13. 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: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title:
Address:
Telephone:
Email:

14. Electronic Signature

PCEA and Grantee 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.

15. No Recourse Against PCEA's Member Agencies

Grantee 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. Grantee 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

City of San Mateo

Shawn Marshall, Chief Executive Officer,
Peninsula Clean Energy Authority

Title: _____

Date: _____

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal as submitted by

Submittal Date: October 22, 2024

Point of contact name: Andrea Chow

Point of contact role/title: Sustainability Analyst

Point of contact email: achow@cityofsanmateo.org

Exhibit B

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

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. First payment: \$703,359. Upon execution of this contract
2. EV Charging payments: Funds for the EV charging project will be disbursed through the PCE EV Ready program. The EV Ready program will disburse funding through its standard process. This shall include the EV Ready standard rebate in addition to added funds from this Member Agency Energy Grant for the EV charging project up to the lesser sum of the following: a) total remaining eligible project costs (after standard rebate), or b) total remaining Member Agency Energy Grant allocation. The required application for the EV Ready program is located at the following link:
www.peninsulacleanenergy.formstack.com/forms/ev_charger_incentives_application
3. Final payment: Balance of funds (\$1,406,718 less prior payments as listed in Sections 1-3 above). Within 45 days following receipt of project invoices for Eligible Project Expenses of \$1,406,718 or more. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the right to review the

submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

- o [account name]
- o [financial institution]
- o [routing number]
- o [account number]
- o [account type]

City of San Mateo – PCE Member Agency Grant Application

The City of San Mateo’s PCE Member Agency Grant Application contains funding requests for five projects.

Project Name	Estimated Budget
1. EV Charging Infrastructure for City Fleet	\$500,000
2. Electrifying Marina Library	\$395,000
3. High Voltage Street Light Conversion	\$332,718
4. Electric Landscaping Equipment for City Operations	\$135,000
5. Pilot Electric Motorcycles for Police Department	\$44,000
Total	\$1,406,718

1. Electric Vehicle Charging for City Fleet

The City Council has a goal of a clean City fleet by 2030. Additionally, state law mandates the shift to electric vehicles. To prepare for this transition, the City needs electric vehicle charging infrastructure at City Hall, the Corp Yard/Park Yard and the Police Department. This funding would build off the City’s Electric Fleet Transition Plan developed in partnership with PCE and Optony. Partial funding has been secured for EV infrastructure at City Hall. This funding allocation would enable the installation of electric vehicle charging infrastructure at City the Corp Yard/Park Yard and Police Department.

Outcomes and Benefits:

- EV infrastructure will enable City’s transition to EVs and replacement of gas vehicles
- Cleaner air and better health from replacement of gas vehicles
- Reduced greenhouse gas emissions

Budget:

	Estimated Budget
Corp Yard / Park Yard EV charging	\$250,000
Police Department EV charging	\$250,000
Total	\$500,000

Timeline:

The need for new PG&E service is highly impactful on the project timeline for installing chargers at City sites. The City has already initiated conversations with PG&E to add new service at the Corp Yard / Park Yard and will initiate discussions regarding the Police Department site pending funding approval. Staff anticipates the PG&E work to take roughly a year. Concurrently, staff will develop a construction bid to select a contractor to install the chargers.

2. Electrifying Marina Library

The Marina Branch Library is located at 1530 Susan Court, San Mateo and has served the community since 1966. Situated on the west embankment of Seal Slough, the building has experienced differential settlement on the order of five inches and currently leans towards the waterway. The Marina Library has been awarded state funding to make necessary repairs for significant structural damage due to the shifting of the building's foundation, which was likely caused by seismic activity. The major renovations provide an opportunity for building electrification and efficiency improvements.

Outcomes and Benefits:

- New efficient building equipment and upgrades will reduce energy consumption
- Electric equipment will replace existing gas equipment

Budget:

	<i>Estimated Budget</i>
HVAC Upgrade	\$55,000
Water heater replacement	\$10,000
Efficiency upgrades (lighting, insulation, etc.)	\$330,000
Total	\$395,000

Timeline:

Design is currently at 50% and is expected to be completed in Spring 2025. Construction is anticipated start in late May 2025 and expected to last for 12-16 months.

3. High Voltage Street Light Conversion

The High Voltage Streetlight Conversion Program is replacing aging high-voltage streetlight circuits with safer and more reliable low-voltage circuits. The program is also replacing the existing streetlights with more energy-efficient LED streetlights. The City will complete this light conversion in five phases with Phase 3 nearing completion. Total project funding for all five phases is an estimated \$14.3 million. This funding allocation would provide partial funding toward this project work.

Outcomes and Benefits:

- LED bulbs are safer and more reliable
- LEDs are more energy efficient and will reduce energy consumption
- More reliable lighting means safer streets

Budget:

	<i>Estimated Budget</i>
Partial funding for construction budget for Phase 5 High Voltage Streetlight Conversion	\$332,718

Timeline:

Funding would be allocated toward project construction of Phase 5. It is anticipated that project construction of Phase 5 will begin soon. Note, Phase 4 is currently in design with project work not following numerical order.

4. Electric Landscaping Equipment for City Operations

The Parks team relies on gas powered equipment to maintain Poplar Golf Course and City parks. This funding allocation would include the purchase of electric equipment to replace gas equipment.

Outcomes and Benefits:

- Reduced smog and greenhouse gas emissions by replacing gas equipment
- Human health benefits in terms of noise reduction and pollution reduction

Budget:

	<i>Estimated Budget</i>
Electric Sand Star (Golf)	\$40,000
Electric Leaf Blowers (Golf)	\$10,000
Electric Leaf Blowers (Parks)	\$55,000
Replacement batteries (Parks)	\$30,000
Total	\$135,000

Timeline:

Equipment can take roughly 6-8 months to procure. Once funding is approved, staff would move quickly to begin procurement process.

5. Electric Motorcycles for Police Department

The Police Department presents an opportunity to reduce greenhouse gas emissions from vehicles because of their consistent high mileage usage. There are a few barriers to transitioning to EVs such as the unfamiliarity with EVs, concerns about battery capacity, and range anxiety. The purchase of two electric motorcycles offers the Police Department an opportunity to gain experience with electric units for patrol and evaluate future potential replacements of gas vehicles.

Outcomes and Benefits:

- Police Department staff will gain experience with electric units
- Electric motorcycles can replace gas units, reducing greenhouse gas emissions

Budget:

	<i>Estimated Budget</i>
Electric Motorcycles (2)	\$44,000

Timeline:

Electric motorcycles can take 3 months for delivery. Units arrive fully upfitted and ready to deploy with exception of the City's logo.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: November 9, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Rafael Reyes, Senior Director of Energy Programs

SUBJECT: Approval of Brillion Contract for Salesforce Licensing and Support in an Amount Not-To-Exceed \$555,000 Over Three Years

RECOMMENDATION

Approve contract with Brillion for Salesforce licensing and support for a total not-to-exceed \$555,000, beginning December 1, 2024 through November 30, 2027.

BACKGROUND

Peninsula Clean Energy's mission is to reduce greenhouse gas (GHG) emissions and reinvest in its member communities. To support that mission, Peninsula Clean Energy operates incentive and service programs for e-bikes, electric vehicles (EV), heat pump water heaters (HPWH), energy storage and other clean technologies. Since 2019, Peninsula Clean Energy has used a Salesforce environment customized to provide rebate and customer relationship management.

The Salesforce licenses and associated customization layer was provided by a technology and consulting firm named Aiqueous which had a tailored customization for utility programs. Peninsula Clean Energy selected the firm following an extensive evaluation of alternatives and executed a three-year contract with the vendor in June 2019. This contract was renewed in 2022. Other CCAs, including MCE, Ava, Central Coast Community Energy, Silicon Valley Clean Energy and others, have used or are using a version of the platform. Utilizing the same platform provides added benefits including lower costs on shared features.

Since it was implemented in 2019, PCE's Salesforce environment has been used to meet various needs across the Agency. This includes:

1. **Managing applications** and rebates for the Used EV, E-Bikes, Appliances, and EV Ready programs. This includes processing applications, tracking customer communications, tracking a pipeline of projects in various stages, and processing rebate payments.
2. **Customer communications** including notification emails, legal agreements and

surveys.

3. **Data integrations** with third-party program administrators to efficiently share data on an ongoing basis.
4. **Tool connections** with multiple other platforms that Peninsula Clean Energy uses, such as Formstack for website application forms, Box for document storage, DocuSign for secure agreement execution, and Bill.com to know status of rebate payments.
5. **Creating marketing lists** for customer targeting. Salesforce contains a record of all Peninsula Clean Energy accounts and account characteristics (e.g. customer rate, etc.) and connects those records to program participation records to have a full view of customer's engagement with Peninsula Clean Energy.
6. **Tracking and reporting** on installed assets and engaged customers, customer surveys and other metrics.

Over 5,000 customer projects have been transacted through the platform to-date.

DISCUSSION

Since its inception, Peninsula Clean Energy has been generally satisfied with the Salesforce platform because the system has enabled delivery of programs with a high degree of consistency and quality. The Salesforce environment will also play an increasingly important role as PCE increases service levels to customers through services such as the Turnkey Electrification Service, addition of the internal call center, Concierge and "one-stop shop" services, improved marketing engagement, and an overall move towards customer-centric services.

Both the Account Services and Marketing departments anticipate using Salesforce beginning as early as December 2024. Account Services Customer Success Advisors (call center representatives) will use Salesforce to access more specific customer information to better serve customers at the first point of contact, something the current Calpine call center representatives are unable to do. Marketing plans to improve customer communications by better identifying customers for more custom communications and tracking interactions more effectively to be responsive to specific customer interests.

However, the environment is aging and key features in use need to be replaced with new components as Salesforce will be phasing out the older versions at the end of 2025. The aging components have created challenges for maintaining the system and enhancing it. Upgrading the infrastructure is a key need to enable features needed to effectively advance the above initiatives.

Separately, in 2023 Aqueous was acquired by a firm now called Brillion. Brillion, formerly known as Apogee, has a 30-year history of working in the energy industry and utility programs in particular. The firm has also recently acquired other utility serving systems, including EnergyOrbit, another utility focused value-added reseller of Salesforce (in 2019 PCE closely evaluated EnergyOrbit as a prospect). Brillion is consolidating platforms and enhancing the system. Moving to the new Brillion system known as Brillion Fulfill will both address the need to replace the Salesforce components being phased out and provide new functionality which should make the platform easier to maintain.

PCE explored alternatives before developing the recommendation to proceed with Brillion. Four major options were available:

1. Engage Brillion, effectively a continuation of the current relationship, including the migration discussed above.
2. “Go it alone”: in this scenario PCE would engage independent Salesforce consultants to rebuild the current system and provide ongoing maintenance. PCE has determined that this approach would be substantially slower and more expensive than proceeding with Brillion.
3. Partner with another CCA: PCE engaged in discussions with a peer agency regarding the possibility of the peer CCA supporting the PCE environment. Following several discussions, this concept was not pursued.
4. Explore another platform: The most viable alternative to Aiqueous’ system was EnergyOrbit since that is also a Salesforce environment. Other alternatives would require a major migration away from Salesforce to a completely different technology platform. This would be extremely expensive and disruptive and was not further explored.

PCE has been engaged with the Brillion team - a consolidation of Aiqueous and EnergyOrbit staff - and believe them fully capable of undertaking the migration to an upgraded platform. Staff have received demonstrations of the new environment and held detailed discussions about the migration approach. In addition, Silicon Valley Clean Energy and San Jose Clean Energy are among the recent adopters of the Brillion platform.

The contract with Brillion is to cover software and labor costs. Software costs include user licensing costs, ongoing data interchanges, security features, and a test environment. Some incremental additional costs will come as PCE deploys new programs on the platform.

FISCAL IMPACT

The Brillion contract cost is within the approved programs budget and forecast.

STRATEGIC PLAN

The proposed program supports the following elements of the strategic plan:

Goal 6 – Organization Excellence, Objective C, Data and Technology

- Key Tactic 1: Increase data analytics capability to enable energy-related analyses, program impact measures, & consumer insights for continuous improvement
- Key Tactic 2: Implement scalable systems that maximize advances in IT
- Key Tactic 3: Implement systems and procedures to ensure data accuracy, privacy, and security
- Key Tactic 4: Create an executive dashboard with key organizational metrics to guide strategic and operational decision-making
- Key Tactic 5: Provide ongoing technology training for staff and equip them with appropriate tools

ATTACHMENTS:

[2024.11.21 BOD Programs - Brillion contract - PCE - Master Agt \(2024 11.01\).docx](#)

[2024.11.21 BOD Programs - Brillion contract - PCE - Order #1 \(2024 11.06\) - BR - DRAFT 01 - PCE SOWv3.docx](#)

RESOLUTION NO. _____

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

**APPROVAL OF BRILLION CONTRACT FOR SALESFORCE LICENSING AND SUPPORT
IN AN AMOUNT NOT-TO-EXCEED \$555,000 OVER THREE YEARS**

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

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

WHEREAS, Peninsula Clean Energy requires the use of a program management and customer relationship management platform to manage incentive review and approval processes, support customer and partner communications, provide accurate and consistent reporting, and develop customer targeted lists, among other functions; and

WHEREAS, following a competitive selection process a contract with the technology firm Aiqueous was signed effective on June 1, 2019 for software licenses and support for a Salesforce platform customized for utility programs; and

WHEREAS, Aiqueous was acquired by Brillion and Brillion is providing enhanced features and ongoing maintenance; and

WHEREAS, Peninsula Clean Energy is now seeking to execute a three-year contract for the term December 1, 2024 through November 30, 2027 with Brillion for \$555,000 to pay for ongoing software and labor costs.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to: Finalize and execute a contract with Brillion in an amount not-to-exceed \$555,000, beginning December 1, 2024, through November 30, 2027 in a form approved by the General Counsel.

Master Agreement

This Master Agreement (the “**Agreement**”) dated [REDACTED], 2024 is entered into by and between Peninsula Clean Energy Authority, a community-controlled, not-for-profit, joint powers agency formed as a Community Choice Aggregation (CCA) program by San Mateo County, California with its principal office at 2075 Woodside Rd, Redwood City, California 94061 (“**Customer**”), and Aiqueous, LLC (d/b/a Brillion), a Texas limited liability company with its principal office at 2021 Guadalupe Street, Ste 260, Austin, Texas 78705 (“**Brillion**”) (individually a “**Party**” and collectively the “**Parties**”). The Parties agree that this Agreement supersedes and replaces in its entirety that certain Agreement dated April 14, 2022 entered into between the Parties.

This Agreement, when combined with related Orders or SOWs, sets out certain terms and conditions regarding (1) Brillion's delivery to Customer, and Customer's access to and use of, Brillion's proprietary SaaS Solution and Software and (2) Brillion's delivery to Customer of the Professional Services. Each Order or SOW represents a separate contract that will be governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and an Order or SOW, the Order or SOW takes precedence solely with respect to the SaaS Solution and Professional Services detailed in the Order or SOW.

In addition to the capitalized terms defined in this Agreement, capitalized terms shall have the meanings set forth in Exhibit A entitled “Definitions.”

1. SaaS Solution – Use Rights & Restrictions.

1.1 Use Rights. Specific terms of the SaaS Solution use rights granted by Brillion to Customer pursuant to this Agreement will be documented in one or more Orders; provided however, subject to the terms and conditions of this Agreement, Brillion will grant to Customer a nonexclusive, non-sublicensable, non-assignable (except as provided in Section 13.4), and limited license to access and use the SaaS Solution, including the applicable Software, for the Subscription Term set forth in the applicable Order solely by Customer's Personnel (and, as applicable, by End Users) for Customer's internal business operations. As applicable, Customer may make a reasonable number of copies of the Documentation solely for use by its Personnel.

1.2 Use Restrictions. Customer shall not, and shall take commercially reasonable efforts so that any other person or entity will not: (a) exceed the use rights regarding the SaaS Solution or Software granted and detailed in this Agreement and the applicable Order; (b) use the SaaS Solution or Software in a service bureau or time sharing environment; (c) except as permitted by Section 4.2 of this Agreement, sell, sublicense, lease, assign, delegate, transfer, distribute, or encumber the SaaS Solution or the Software or any Intellectual Property Rights embodied therein; (d) bypass or breach any security device or protection used by the SaaS Solution; or (e) input, upload, transmit, or otherwise provide to or through the SaaS Solution, any data, information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code.

2. Professional Services.

2.1 Professional Services Delivered. The specific Professional Services (defined in Exhibit A) that Brillion will deliver to Customer pursuant to this Agreement will be detailed and documented in one or more Orders or SOWs.

2.2 Customer's Responsibilities. Any Professional Services delivered by Brillion hereunder are subject to Customer's performance of its general obligations described in this Agreement and specific obligations described in the applicable Order or SOW. As applicable, Customer shall provide all necessary information, access, computing resources, support services, and materials as reasonably required by Brillion to perform its duties in a timely manner. Customer acknowledges and agrees that such cooperation and provision of information are essential to Brillion's ability to perform the Professional Services. Brillion is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

2.3 Subcontractors & Offshore Resources. Brillion engages non-employee Personnel located within the United States as subcontractors to assist Brillion with the delivery of certain services pursuant to this Agreement. Additionally, Brillion has existing, independent contractor arrangements with technology service providers located outside of the United States that hire and manage a dedicated team of professionals to assist Brillion with the delivery of certain services pursuant to this Agreement (the “**Offshore Resources**”).

Unless stated otherwise in an Order, Customer acknowledges and agrees that Brillion may use a combination of its employees with such subcontractors and/or Offshore Resources to assist Brillion with the delivery of certain Professional Services or Support Services pursuant to this Agreement. Any subcontractors or Offshore Resources used by Brillion hereunder will be legally bound to meet or exceed the confidentiality, nondisclosure, and security obligations imposed on Brillion in this Agreement. Furthermore, Brillion will remain responsible to Customer for the performance and conduct of such subcontractors or Offshore Resources, including the obligations regarding Confidential Information, as if Brillion had performed such tasks with its own employees.

3. **Support Services & Service Levels.** During the applicable Subscription Term and as part of the delivery to Customer of the SaaS Solution, Brillion also will deliver to Customer the “**Support Services**” as detailed in the applicable Order and that generally will consist of: (a) web-based information support, telephone support, and/or email technical support for the SaaS Solution and Software and (b) any updates, fixes, and modifications to the SaaS Solution and Software that Brillion commercially releases to its other customers. Service level information, if applicable for a SaaS Solution, also will be detailed in the applicable SaaS Schedule attached to the applicable Order.

4. **Orders, SOWs & Ancillary Documents.**

4.1 **Orders & SOWs.** Each Order or SOW issued pursuant to and governed by this Agreement shall be in writing and executed by the Parties (or their Affiliates). A SOW may be attached to an Order or may be executed by the Parties (or their Affiliates) as a separate, stand-alone, mutually executed document.

4.2 **For Benefit of an Affiliate.** Without assigning this Agreement under Section 13.4, a Brillion Affiliate may (a) deliver to Customer the SaaS Solution or Professional Services and/or (b) enter into an Order or SOW that will, in turn, be governed by this Agreement. Similarly and without assigning this Agreement under Section 13.4, a Customer Affiliate may enter into an Order or SOW that will, in turn, be governed by this Agreement. In the alternative, any Customer Affiliate specifically identified in an Order or SOW may access (i) and use the SaaS Solution and/or (ii) receive the Professional Services detailed in an Order or SOW executed by Customer as though they are Customer itself.

In each such instance, the Customer Affiliate shall be obligated to abide by all applicable terms and conditions of this Agreement and the applicable Order or SOW, including any SaaS Solution access and use restrictions or limitations detailed in the applicable Order.

As applicable, any references to “Customer” in this Agreement or the applicable Order or SOW will be deemed to apply to each Customer Affiliate that is a party to the Order or SOW or that is identified in the Order or SOW.

4.3 **Change Orders.** The Parties may modify an Order or SOW by entering into a written “change order” document in a mutually agreeable format (a “**Change Order**”). Each Change Order complying with this Section 4.3 will be deemed to be a legally binding modification of the underlying Order or SOW and will be governed by the terms and conditions of this Agreement.

4.4 **Customer Purchase Orders.** If Customer elects to deliver to Brillion a purchase order (or invoice or other business form or written authorization) regarding any Fees that are due and payable to Brillion pursuant to this Agreement, any terms and conditions attached to or included in the same that conflict with the terms and conditions of this Agreement or any Order or SOW will be void and deemed not accepted by Brillion.

5. **Fees & Payment.**

5.1 **Pricing.** The agreed-upon Fees related to the SaaS Solution and/or Professional Services delivered pursuant to this Agreement will be detailed in the applicable Order or SOW. Unless otherwise specified in this Agreement or agreed in an Order or SOW, all Fees are (a) non-cancelable and non-refundable and (b) payable in U.S. dollars.

5.2 **Expenses.** As applicable and as detailed in an Order or SOW, Customer shall reimburse Brillion for reasonable, pre-approved Expenses incurred in the performance of the Professional Services.

5.3 **Taxes, Etc.** All Fees, Expenses, or amounts due to Brillion are net amounts, exclusive of, and Customer is responsible for paying, all sales and use taxes, duties, value added taxes (VAT), custom duties, GST, tariffs, or other similar taxes, assessments or excises, however designated or levied, (except for taxes on Brillion’s net income, property, gross receipts, net worth, or revenue), whether payable directly or indirectly through Brillion in compliance with applicable law. Customer shall provide Brillion copies of all applicable documents confirming governmental tax designations (e.g., exemption, self-assessment rights) at the time of execution of the applicable Order or SOW.

5.4 **Fees, Payment Process, Invoice Dispute & Suspension Remedy.**

(a) **Fees & Payment.** Brillion will invoice Customer for all applicable Fees in the manner set forth in the applicable Order or SOW. Unless stated otherwise in the applicable Order or SOW, within thirty (30) days after Customer’s receipt of Brillion’s invoice, Customer shall pay all Fees owed Brillion thereunder, except for any amount disputed in good faith in accordance with subsection 5.4(b). Customer further agrees to remit payment of all Fees owed Brillion via ACH. The ACH processing details and routing information will be included in the applicable Order or SOW (or otherwise mutually agreed upon in writing by the Parties).

(b) **Invoice Dispute.** Customer shall notify Brillion in writing of any disputed fees within fifteen (15) days of Customer’s receipt of an invoice, setting forth in reasonable detail the grounds for disputing the invoice. Brillion will investigate and respond to any dispute raised by Customer within thirty (30) days of such notice. If the Parties determine that Customer owes any portion of the disputed amount, Customer shall have fifteen (15) days from the date of the resolution of the dispute

to pay such amount, which will not bear interest or late charges until such expiration of the fifteen (15) day period. Otherwise, Brillion may charge a late fee equal to one and one half percent (1.5%) of the past-due amount per month. Unless otherwise agreed in writing by Brillion, all amounts payable to Brillion under this Agreement shall be paid by Customer in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

(c) **Suspension Right.** Without waiving or limiting any other rights or remedies Brillion has for any other breach (such as Section 11.5), Brillion shall have no obligation to deliver, or continue to deliver, the SaaS Solution or any Professional Services and shall otherwise have the right to suspend and withhold performance under this Agreement if Customer is in arrears on any payments rightfully due to Brillion and does not pay within ten (10) days after written notice that Brillion is invoking the remedy set forth in this Section 5.4(c).

6. Limited Warranty and Disclaimers.

6.1 Limited Performance Warranty – SaaS Solution. Subject to any additional warranty terms set forth in an Order or SOW, Brillion warrants to Customer that: (a) the SaaS Solution (and applicable Software) will function materially in accordance with the Documentation and the SaaS Schedule; (b) any upgrades, changes, enhancements, modifications, or updates to the SaaS Solution (or applicable Software) will not adversely reduce the functionality of the same; (c) the Support Services will be delivered materially in accordance with the terms detailed in the Order; and (d) the SaaS Solution (and applicable Software) will not contain any viruses, trojan horses, logic bombs, time bombs, disabling code, or malware.

6.2 Limited Performance Warranty – Professional Services. Subject to any additional warranty terms set forth in an Order or SOW, Brillion warrants to Customer that Brillion will perform the Professional Services hereunder in a timely and professional manner by qualified Personnel.

6.3 Disclaimer. Except for the limited warranties detailed in this Section 6, all SaaS Solutions, Software, Professional Services, and Support Services are provided “AS IS” and Brillion makes no, and disclaims all other, warranties, representations, or conditions, written or oral, or express, implied, or statutory, including any implied warranties of merchantability, non-infringement, interoperability, data accuracy, or fitness for a particular purpose with respect to any SaaS Solution, Software, Professional Services, Support Services, or any components thereof, and any other products or services provided by Brillion. Without limiting the foregoing, Brillion does not warrant that all errors can be corrected, or that operation of the Software shall be uninterrupted or error-free. Additionally, and without limiting the foregoing, statements made by Brillion’s sales representatives or in promotional materials do not constitute warranties. Finally, Brillion’s third party licensors make no, and disclaim any and all, warranties or representations to Customer.

7. Indemnification.

7.1 Brillion shall indemnify, hold harmless, and defend Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys’ fees) incurred by Customer resulting from any third party claim, suit, action, or proceeding resulting from or based on a claim that the SaaS Solution (or Software) infringes the Intellectual Property Rights of such third party. Notwithstanding the foregoing, Brillion will have no indemnification obligation to the extent such claim arises out of or relates to (a) use of the SaaS Solution (or Software) by Customer other than in accordance with its Documentation; (b) design modifications, hardware, or software specifications, designs, or written instructions implemented by Customer without Brillion’s written approval; or (c) Customer’s Intellectual Property Rights or Customer Data.

7.2 If a claim for which Customer is entitled to be indemnified under Section 7.1 above has occurred, or in Brillion’s opinion is likely to occur, Brillion shall, at Brillion’s expense, do one of the following: (a) procure for Customer the right to continue using the relevant SaaS Solution (or Software); (b) replace with non-infringing alternates or modify the relevant SaaS Solution (or Software) so that it becomes non-infringing, but its functionality after modification is substantially equivalent; or (c) cease delivering the relevant SaaS Solution (or Software) and refund any prepaid fees applicable to the period after cessation. The collective obligations of Brillion pursuant to Section 7.1 and this Section 7.2 state the sole and exclusive liability of Brillion, and Customer’s sole and exclusive remedy, with respect to any intellectual property infringement claim.

7.3 Customer shall indemnify, hold harmless, and defend Brillion from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys’ fees) incurred by Brillion resulting from any third party claim, suit, action, or proceeding resulting from or based on: (a) the unauthorized disclosure or delivery by Customer to Brillion of Customer Data (in breach of Section 9.3 below); (b) Customer’s use of the SaaS Solution or Software in a manner not authorized or contemplated by this Agreement; or (c) Customer’s violation of any applicable data processing or privacy laws.

7.4 Promptly after a Party obtains knowledge of a claim for which it is entitled to be indemnified under Section 7.1 or 7.3 above, such Party will notify the other Party of such claim in writing, provided, however, that any failure to give such notice will not waive any rights of the indemnified Party except to the extent that its rights are actually prejudiced or liability increased thereby. The indemnifying Party will have exclusive control of the defense and settlement of such claim and the indemnified Party must reasonably cooperate with the indemnifying Party in the defense and settlement of the claim.

8. Limitation of Liability.

8.1 Direct Damages. Except for: (a) each Party's indemnification obligations under Section 7; (b) a Party's misappropriation or unauthorized disclosure of Confidential Information or breach of its data security obligations; or (c) intentional misconduct by a Party or its Personnel, each Party's maximum liability arising out of, or in any way connected to, this Agreement shall be in the aggregate and limited (on a claim-by-claim basis) to actual (direct) damages not to exceed the actual Fees paid to Brillion under the relevant Order or SOW during the twelve (12) months preceding the act or omission under said Order or SOW that gave rise to the claim.

8.2 No Consequential Damages. Except for claims (a) which may not be limited as a matter of law; (b) for personal injury or death; or (c) which arise from the intentional misconduct by a Party or its Personnel, in no event shall either Party, any parent, subsidiary, or Affiliate, or any of their officers, directors, employees, shareholders, or representatives, be liable to the other Party for any consequential, indirect, exemplary, incidental, punitive, or special damages or costs (including but not limited to procurement costs of substitute products or services, lost profits, loss of business opportunities, lost savings, or loss of goodwill) arising out of, or in any way connected to, this Agreement or resulting from or in connection with the use, misuse, or inability to use the SaaS Solution, Software, Professional Services, or any other products or services, regardless of the cause of action and even if a Party has been advised of the possibility thereof or such damages or costs were otherwise foreseeable. Notwithstanding the foregoing, if a Party's indemnification obligations are considered consequential damages, this Section 8.2 shall not bar any indemnification claim under Section 7.

9. Intellectual Property Rights and Use of Customer Data.

9.1 Brillion – Intellectual Property Rights. As of the Effective Date, Brillion represents and warrants that it owns or has the right to license the SaaS Solution and the Software, including, as applicable, any third party software integrated therein. Brillion asserts that it has created and developed proprietary configuration processes, methodologies, and know how (the "**Brillion Processes**"). Brillion, or its licensor(s), shall retain all right, title, and interest in and to the Intellectual Property Rights embodied in and to: (a) the SaaS Solution and the Software and (b) the Brillion Processes, whether tangible or intangible and whether developed independently by Brillion outside the scope of this Agreement or as a result of discussions with Customer within the scope of this Agreement. Except for the limited license granted hereunder, Customer shall not assert any right, title, or interest in or to the SaaS Solution, the Software, or the Brillion Processes. Subject to the foregoing, Customer shall own all right, title, and interest in the tangible reports or analyses created or prepared using the SaaS Solution, the Software, or the Brillion Processes within the scope of this Agreement and, to the extent that such reports or analyses contain Intellectual Property Rights, Brillion further grants Customer the limited, royalty-free, global rights and licenses necessary to use such reports and analyses for its own business purposes. As applicable and except where such restrictions are prohibited under mandatory applicable law, Customer shall not, and shall take commercially reasonable efforts so that any other entity will not: (i) disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the SaaS Solution or the Software or adapt, modify, or prepare derivative works based on the SaaS Solution or the Software; or use the Software to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the SaaS Solution or the Software or (ii) alter, remove, or suppress any copyright, trademark, confidentiality, or other proprietary notices or legends placed on, embedded in, or otherwise appearing in or on the SaaS Solution or the Software or tangible reports prepared using the SaaS Solution or the Software.

9.2 Feedback. If Customer or any of its Personnel sends or transmits any communications or materials to Brillion by mail, email, telephone, or otherwise, suggesting or recommending changes to the Brillion SaaS Solution, Software, Professional Services, or other services delivered pursuant to this Agreement, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), then, subject to any confidentiality provisions of this Agreement, Brillion is free to use such Feedback for purposes of enhancing the Brillion SaaS Solution, Software, or Professional Services delivered pursuant to this Agreement, although Brillion is not required to use any Feedback and, as applicable, Customer hereby grants to Brillion a nonexclusive, perpetual, irrevocable, worldwide, and royalty-free license to access and use any Intellectual Property Rights contained in the Feedback.

9.3 Customer Data. During the applicable Subscription Term, Customer represents and warrants that it has the right to authorize Brillion to store, process, and use the Customer Data and Customer further grants to Brillion a limited, revocable, and non-exclusive right and license during the applicable Subscription Term to reproduce, distribute, transmit, display, reformat, and otherwise use any Customer Data in order to perform Brillion's obligations under this Agreement. Customer acknowledges and agrees that it will not include in such Customer Data any data or information that is subject to either (i) the HIPAA (the Health Insurance Portability and Accountability Act of 1996) or (ii) PCI-DSS. Unless otherwise agreed by the Parties, any Customer Data delivered to Brillion will remain stored or maintained on servers and computer systems located within the United States of America.

Brillion acknowledges and agrees that, as between Brillion and Customer, Customer shall own all right title and interest in the Customer Data and any reports or analyses resulting from or arising out of Customer's use of the SaaS Solution. Furthermore, to the extent that there are any Intellectual Property Rights embodied in such reports or analyses, Brillion shall retain such Intellectual Property Rights, but hereby grants Customer a perpetual license to use such reports or analyses.

9.4 Brillion's use of De-Identified & Aggregated Data. For purposes of this Section 9.4, "**De-identified Data**" means user statistics, metadata, and quantitative data derived from Customer's use of the SaaS Solution that Brillion will anonymize so as not to contain any information that identifies or can be reasonably used to identify an individual person or End User of Customer. Customer grants Brillion the right to use such De-identified Data solely for the purposes of its own internal analysis, benchmarking, analytics, A/B testing, metrics, research, reporting, machine learning, marketing, and other lawful business purposes.

10. Confidentiality & Data Security.

10.1 Protection of Confidential Information. Confidential Information is, and remains, the disclosing Party's, or the lawful owner's, sole and exclusive property, and this Agreement grants no licenses or other rights of any kind to the receiving Party unless expressly stated herein. The receiving Party may use and disclose Confidential Information solely in connection with performance of its obligations or exercise of its rights under the Agreement. The unauthorized disclosure or use of Confidential Information of the other Party or of the other Party's third party licensors, and all information and services related thereto, may cause injury and harm to its owner. Therefore, during the term of this Agreement and so long as such Confidential Information remains confidential, each Party agrees to take all appropriate action to ensure the confidentiality and security of the other Party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, Customer and Brillion each agree that it: **(a)** shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(b)** shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information, except in confidence to its own Personnel; or **(c)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Finally, during the term of this Agreement and upon receipt of a written request, one Party shall promptly return to the other Party or destroy any Confidential Information of the other Party. Upon written request by Customer, Brillion will deliver a written certification that it has destroyed any Customer Confidential Information.

10.2 Obligations Regarding Processing of Customer Data. Brillion acknowledges and agrees that certain Customer Data may include Personal Data that is subject to certain privacy and data protection laws. Any Customer Data that Customer delivers to Brillion will be stored **(a)** in a secure environment that meets industry standards, including but not limited to the "Data and System Security Schedule" attached hereto as **Exhibit B** and **(b)** in an encrypted or otherwise secure form. If there is a breach of security of any system, database, equipment, or storage medium or facility that results in unauthorized access to Customer Data by any third party, Brillion shall notify Customer promptly and make best efforts to re-secure its systems.

10.3 Exclusions. Notwithstanding any other provision of this Section 10, neither Party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation, or valid court order; provided, if permitted by law, prior written notice is provided to the other Party sufficiently in advance of such required disclosure to allow the other Party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

11. Term & Termination.

11.1 Term of Agreement. This Agreement shall commence on the date of the final signature to this Agreement (the "**Effective Date**") and continue until terminated as provided in Section 11.2.

11.2 Termination of Agreement. This Agreement may be terminated **(a)** by mutual written consent or **(b)** by either Party upon the material breach of this Agreement by the other Party which remains uncured thirty (30) days after written notice of such breach. Additionally, if the terms of all Orders or SOWs entered into between the Parties under this Agreement have expired and been fully performed, then either Party may terminate this Agreement for convenience after giving thirty (30) days written notice to the other Party of its intent to terminate.

11.3 Effect of Termination of Agreement. Upon the termination of this Agreement, Customer shall pay to Brillion all undisputed, outstanding Fees and other amounts owed Brillion within thirty (30) days of such termination. Additionally, upon termination of this Agreement and subject to applicable law, one Party shall promptly return to the other Party or destroy any Confidential Information of the other Party. Consistent with Section 10.1, upon written request by Customer, Brillion will deliver a written certification that it has destroyed any Customer Confidential Information.

11.4 Term of an Order or SOW. As applicable, each Order or SOW will detail **(a)** the Subscription Term for use of the SaaS Solution and/or **(b)** the delivery term of any Professional Services to be delivered thereunder.

11.5 Termination of an Order or SOW. An Order or SOW may be terminated: **(a)** by Brillion (and notwithstanding Section 5.4(c)), if any undisputed payment owed under an Order or SOW remains due and unpaid thirty (30) days after Brillion's written notice to Customer thereof or **(b)** by either Party if the other Party fails to perform any material obligation set forth in an Order, SOW, or this Agreement, and such non-performing Party does not cure such failure within thirty (30) days after written notice of such failure. Only if expressly authorized in the applicable Order or SOW may a Party terminate such Order or SOW for convenience. The termination or expiration of one Order or SOW by itself shall not result in

the termination or expiration of any other Order or SOW. Furthermore, if the Agreement is terminated, but an Order or SOW remains in effect, such Order or SOW shall continue to be governed by this Agreement unless the Order or SOW also is terminated.

11.6 Effect of Expiration or Termination of an Order or SOW. Subject to Section 11.3, upon the expiration or termination of an Order or SOW, this Agreement shall continue in full force and effect. As applicable, upon the expiration or termination of any Order or SOW: **(a)** Customer shall pay to Brillion all outstanding and undisputed Fees and other amounts owed Brillion within thirty (30) days of such expiration or termination and **(b)** Brillion shall have no further performance obligations thereunder, including, but not limited to delivery of the SaaS Solution detailed therein.

11.7 Survival. Provisions of this Agreement which by their context and content are intended to survive termination or expiration hereof shall so survive.

12. Dispute Resolution & Governing Law.

12.1 Negotiation & Waiver of Jury Trial. If any disputes, differences, or controversies between the Parties arise out of, under, or in relation to this Agreement (or an Order or SOW), except for claims for provisional equitable relief (e.g., the right to pursue injunctive relief, or any other relief to preserve the status quo) (a "**Dispute**"), the Parties shall thoroughly explore all possibilities for the amicable settlement through negotiation among executives. If the Dispute has not been resolved by negotiation within sixty (60) days, then, subject to Section 12.3, one Party may initiate legal action against the other Party. Notwithstanding the foregoing, each Party hereby waives any right it may have to a jury trial in any action, proceeding, or litigation directly or indirectly arising out of, under, or in connection with this Agreement and whether made by claim, counterclaim, or otherwise.

12.2 Equitable Relief. A breach or threatened breach by a Party of any of its obligations of confidentiality or by Customer of any use restrictions applicable to the SaaS Solution may cause the other Party irreparable harm for which monetary damages may not be an adequate remedy and, in the event of such breach or threatened breach, the other Party may be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.3 Governing Law & Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its conflict of laws principles. The U.S. federal courts and state courts sitting in the jurisdiction of DeKalb County, Georgia, United States of America, shall have sole and exclusive jurisdiction over a claim or Dispute brought by Customer or Brillion, which may arise out of or in connection with this Agreement, and both Customer and Brillion consent to those forums. The Parties agree that The United Nations Convention on Contracts for the International Sale of Goods shall not apply hereto in any respect to this Agreement.

12.4 Litigation Costs. Except for litigation costs awarded under Section 7 (indemnification) or recoverable pursuant to an applicable statute, each Party shall be responsible for paying its own costs and expenses, including attorneys' fees, related to or arising out of a Dispute and one Party shall not be responsible for the Dispute resolution costs or expenses of the other Party.

13. General.

13.1 Counterparts & Electronic Signatures. This Agreement and any Order or SOW may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed for all purposes to constitute one and the same instrument. The Parties have agreed to accept electronic signatures pursuant to the United States Electronic Signatures in Global and National Commerce Act. The Parties hereby agree that hardcopy signatures transmitted via electronic means shall be treated as original signatures for all purposes of this Agreement, an Order or SOW.

13.2 Entire Agreement. This Agreement and any related Orders or SOWs will be the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and verbal) regarding such subject matter.

13.3 Amendment. This Agreement and any related Orders or SOWs may be amended, modified, or supplemented only by a writing that refers explicitly to this Agreement or the applicable Order or SOW and that is signed by an authorized representative on behalf of each of the Parties.

13.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either Party and any such attempted assignment shall be void and of no effect without the prior written consent of the other Party. Notwithstanding the foregoing, such consent shall not be required if either Party assigns this Agreement to an Affiliate or in connection with a merger, or sale of all its stock, or all or substantially all of its assets; provided in either case, **(a)** the Affiliate or surviving entity is not a direct competitor of the other Party and **(b)** any

such assignee has the financial and other abilities required to perform the assignor's obligations and agrees to be bound in writing to assignor's obligations under this Agreement.

13.5 Notices. All notices or other communications required hereunder will be made in writing and will be deemed to be effectively given: **(a)** if hand delivered, when received; **(b)** if sent via overnight delivery, when delivery by the overnight carrier is made; or **(c)** if sent by email, on the date of the sending Party's receipt of confirmation email transmission, in each instance at the applicable address set forth below. For the avoidance of doubt, notice given under this Agreement will be validly served if sent by electronic mail; provided however, notice of breach may not be served by email. Each Party may change its notices address by giving notice in the manner set forth herein. As of the Effective Date, each Party's initial contact information for notices or other communications is as follows:

Aiqueous, LLC
2021 Guadalupe Street, Suite 260
Austin, Texas 78705
Attn: CFO
Email: contracts@brillion.ai

Peninsula Clean Energy
2075 Woodside Road
Redwood City, California 94061
Attn:
Email:

13.6 Severability; Waiver. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent legally permitted. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either Party hereto shall not be deemed a waiver of any further, prior, or future right or remedy hereunder, including the right of such Party at any time to seek such remedies as may be available for any breach or breaches of such term or condition.

13.7 Compliance with Laws. Each Party shall comply with all applicable US and foreign laws, rules, and regulations relating to: **(a)** the control or processing of Personal Data, including the California Consumer Privacy Act of 2018 and California Privacy Rights Act of 2020, Cal. Civ. Code § 1798.100 et seq. and implementing regulations (collectively, the "CCPA/CPRA"); **(b)** anti-bribery and anti-corruption, including the US Foreign Corrupt Practices Act; **(c)** applicable employment laws and laws which relate to anti-slavery, servitude, compulsory labor, or trafficking, including the Modern Slavery Act; and **(d)** its activities hereunder or in connection with this Agreement, the license or use of any SaaS Solution and Software, and the delivery of any Professional Services.

13.8 Nature of Relationship. Neither this Agreement nor the Parties' business relationship established hereunder will be construed as a partnership, joint venture, or agency relationship, or as granting any franchise.

13.9 Force Majeure. Neither Party shall be liable for any failure to perform any of its obligations under this Agreement (other than the payment of money) due to unforeseen circumstances or causes beyond the Party's reasonable control, including acts of God, riot, embargoes, acts of governmental authorities, fire, earthquake, flood, acts of terror, epidemics, and computer attacks or malicious acts (such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility).

13.10 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto (and their Affiliates), and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

13.11 Publicity. Either Party may publicly refer to the other by name as a provider or customer, as applicable, and may disclose the general nature and existence of the Agreement, but not any of its specific terms or performance information. Neither Party will issue a press release regarding the Agreement or the relationship without the other Party's prior review and written consent.

ACCEPTED:
Aiqueous, LLC

ACCEPTED:
Peninsula Clean Energy

AUTHORIZED REPRESENTATIVE

Jon Ezrine, CEO
NAME & TITLE PRINTED

DATE

AUTHORIZED REPRESENTATIVE

NAME & TITLE PRINTED

DATE

Exhibit A **(Definitions)**

Affiliate. Means any entity which now or in the future controls, is controlled by, or is under common control with a Party, with "control" defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract, or otherwise. For each Order or SOW entered into on behalf of Customer's Affiliate, "Customer" and "Party" as used herein shall mean the Affiliate identified therein.

Confidential Information. Means any proprietary or confidential information or data, intellectual property, or know-how, including, without limitation: **(a)** research, product plans, business plans, marketing plans, pricing information, customer lists, personnel information, software code, software documentation, inventions, trade secrets, data compilations, processes, designs, drawings, engineering reports, computer system configuration information, marketing, or finances; **(b)** any SaaS Solution and Software delivered hereunder and/or materials resulting from the Professional Services, and any derivatives thereof; **(c)** Customer Data and Personal Data; or **(d)** information that, given the nature of the information and circumstances surrounding the disclosure, a reasonable person would understand to be confidential, including, but not limited to, the terms of this Agreement. Notwithstanding the foregoing, Confidential Information does not include information, technical data, or know-how that, without restriction on disclosure, is: **(i)** in the public domain or becomes available to the public and not as a result of the act or omission of the receiving Party; **(ii)** rightfully obtained by the receiving Party from a third party; **(iii)** is lawfully in the possession of the receiving Party at the time of disclosure; or **(iv)** is approved for release by written authorization of the disclosing Party.

Customer Data. Means the information, including as applicable Personal Data contained therein, that Customer enters into the SaaS Solution, either directly or indirectly (which includes an End User entering such Personal Data into the SaaS Solution as authorized by Customer to do so) or that is processed or generated in the course of Customer's use of the SaaS Solution. For the avoidance of doubt, Customer Data is considered Customer Confidential Information.

Documentation. Means Brillion's then-current written documentation delivered electronically upon implementation of (and any upgrades to) the SaaS Solution and that describes the specifications and use of the SaaS Solution and applicable Software. As applicable, the license to use such Documentation shall be deemed included in the applicable SaaS Solution use rights granted by Brillion to Customer.

End User. Means a customer of Customer and about whom certain Personal Data might constitute Customer Data as processed pursuant to this Agreement.

Expenses. Means all pre-approved out-of-pocket expenses incurred by Brillion in performing hereunder.

Fees. Means collectively, any and all fees related to Brillion's delivery of the SaaS Solution (and Software) and/or any Professional Services detailed in an Order or SOW.

Intellectual Property Rights. Means any and all tangible and intangible rights, title and interest in and to: **(a)** works of authorship, including but not limited to copyrights, moral rights, and mask works, and all derivative works thereof; **(b)** trademarks, service marks, and trade names; **(c)** trade secrets or proprietary know-how; **(d)** inventions, patents, designs, or algorithms; **(e)** all other intellectual or industrial property rights whether arising by operation of law, contract, license, or otherwise; and **(f)** all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force.

Order. Means any written document that is ancillary to the Agreement, but governed by and issued pursuant to this Agreement, and that details the agreement between Brillion and Customer regarding: **(a)** the type of SaaS Solution, including Software, licensed under this Agreement and the terms of the license granted and/or **(b)** the Professional Services to be delivered by Brillion to Customer (or for and on behalf of Customer), and **(c)** the related Fees payable to Brillion. Additional documents, such as a SOW, may be attached to and made a part of an Order or may be executed separately.

Personnel. Means a Party's **(a)** employees or **(b)** authorized subcontractors, independent contractors, and/or third party service providers that are under legally binding obligations of confidentiality, nondisclosure, and security.

Personal Data. Means **(a)** any information that identifies, or makes possible the identification of, an individual including an End User, such as name, address, email address, telephone number, Customer account number, or other personally identifiable information or makes possible the identification of an individual; **(b)** "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC Subchapter 1, § 6809(4); and/or **(c)** any other information identified as personal information or non-public information under Federal, state or local privacy laws.

Professional Services. Means implementation, training, advisory, consulting, or other technical or professional services delivered by Brillion to Customer (as detailed in an Order or SOW), but excluding the SaaS Solution, the Software, and Support Services (as defined in Section 3 of the Agreement).

SaaS Schedule. Means the applicable Schedule (or Schedules) attached to the applicable Order that details the hosting services delivered by, or on behalf of, Brillion for the applicable SaaS Solution and Software.

SaaS Solution. Means, as applicable **(a)** Brillion's proprietary software as a service (SaaS) solution as detailed in the applicable Order and/or **(b)** a third party's proprietary SaaS system resold by Brillion to Customer and also as detailed in the applicable Order. For purposes of this Agreement and any Order, "SaaS Solution" includes any upgrades, changes, enhancements, modifications, or updates to the SaaS Solution, if any, made by Brillion and commercially delivered during the applicable Subscription Term.

Software. Means Brillion's proprietary software, in executable form, identified in the applicable Order (including, as applicable, any third party software integrated into such Brillion software or third party software that is integrated into the SaaS Solution), that will be hosted on computer systems controlled by Brillion. For purposes of this Agreement and any Order, "Software" includes any upgrades, changes, enhancements, modifications, or updates to the Software, if any, made by Brillion and commercially delivered during the applicable Subscription Term.

SOW. Means any written "Statement of Work" that is ancillary to the Agreement, but governed by and issued pursuant to this Agreement, and that details the agreement between Brillion and Customer regarding: **(a)** the Professional Services to be delivered by Brillion to Customer (or for and on behalf of Customer) and **(b)** the related Fees owed to Brillion.

Subscription Term. Means the time period during which Brillion will deliver the SaaS Solution and applicable Software to Customer as specified in the applicable Order and which may be either an initial or renewal Subscription Term.

Exhibit B
(Data and System Security Schedule)

[Dec. 2024 – add SOC2 compliance & in lieu of audit, Brillion will deliver SOC2 report.]

This Data and System Security Schedule (the “**Schedule**”) is attached to and made a part of the Agreement.

CLOUD PLATFORM SECURITY STATEMENT

Brillion ensures the security and reliability of our SaaS Solutions by leveraging industry-leading cloud platforms such as Salesforce, Amazon Web Services (AWS), and Microsoft Azure. These platforms provide robust and proven cybersecurity infrastructure, including comprehensive disaster recovery capabilities. Brillion's SaaS Solutions are built and run on top of these PaaS offerings, benefiting from their extensive security measures, regular audits, and compliance with global security standards. This allows us to focus on delivering secure and reliable software solutions while ensuring that the underlying infrastructure is continuously monitored, updated, and protected against threats. Whenever relevant, this document refers to this PaaS infrastructure as “**PaaS providers**”.

1. LOGICAL ACCESS CONTROL

a. Access

- i. Brillion denies all access to information systems and resources by default. Access is granted by request for specific business purposes, and in accordance with the principles of least privilege and separation of duties. Brillion controls the use of administrative privileges by tracking and preventing the use, assignment, and configuration of administrative privileges on computers, networks, and applications through a formal access recertification process.
- ii. Brillion maintains appropriate usage restrictions and configuration/connection requirements for information systems (including wireless) access, which requires prior authorization for access to the systems prior to allowing such connections. All access to Brillion's information systems and resources is granted in accordance with established and published security policies.
- iii. Brillion maintains appropriate usage restrictions, configuration/connection requirements, and implementation guidance for organization-controlled mobile devices, and authorizes (as described above) the connection of mobile devices to organizational information systems in accordance with established and published security policies.

b. Account Management.

- i. Brillion configures its information systems and resources to enforce account-based access control policies and standards.

2. AWARENESS AND TRAINING

a. Security Awareness Training

- i. Brillion maintains, regularly reviews, documents, and administers security awareness training for all Brillion Personnel. The training addresses, at minimum, security roles and responsibilities, social engineering techniques, and business continuity/disaster recovery. Brillion provides incident response training to individuals with incident response roles.
- ii. Brillion provides additional security training to Personnel with security responsibilities or privileged access rights.
- iii. Training is administered as part of the new hire onboarding process and periodically thereafter.

3. AUDIT AND ACCOUNTABILITY

- a. Audit Logs.** Brillion's or its PaaS providers' information systems will generate audit logs containing the type of event, the date and time of the event, the location of the event, the source of the event, the outcome of and response to the event, the individual(s) associated with the event and any other information relevant to the event and provide such information to Customer upon request.

b. System Logging and Review

- i. Brillion's or its PaaS providers' information systems protect audit information, including audit records, audit settings, audit reports, and audit tools from unauthorized access, modification, and deletion. Audit information must be backed up onto a physically different system or system component than the system or component being audited.
- ii. Brillion retains audit logs to provide support for after-the-fact investigations of security incidents and to meet regulatory and organizational information retention requirements.

- iii. Depending on the relevant hosting environment in which the SaaS Solution will reside, and Customer Data will be processed, and as detailed in the applicable SaaS Schedule, such hosting environment will **(a)** have achieved SOC2 certification and **(b)** be subject to annual SOC2 audits.
- iv. Brillion's PaaS providers engage a qualified third party to conduct an audit of, and perform penetration testing on, the subject hosting environment. In lieu of authorizing Customer to conduct its own audit or penetration testing of the subject SaaS environment (but subject to a requirement under applicable law for Customer to have such audit conducted) and upon Customer's written request, Brillion will deliver to Customer: **(1)** as applicable, a copy of its latest SOC 2 report; and **(2)** a summary of the related annual penetration testing results.
- v. Brillion will respond to additional Customer information security questionnaires so long as such questionnaires are submitted to Brillion not more than once per twelve (12) month time period.

4. SECURITY ASSESSMENT AND AUTHORIZATION

- a. **Security Authorization.** Brillion has in place a security governance committee that serves as the authorizing entity for the information systems, ensures that such appropriate procedures are followed in authorizing the information systems for processing before commencing operations, and periodically updates the security authorization as needed.
- b. **Continuous Monitoring.** Brillion's PaaS providers maintain Intrusion Detection and Prevention Systems (IDPS) in order to enhance cybersecurity by continuously monitoring network traffic for suspicious activities, enabling real-time threat detection and automated responses to prevent unauthorized access and mitigate potential damage.

5. CONFIGURATION MANAGEMENT

- a. **Information System Component Inventory.** Brillion develops, documents, and regularly updates an inventory of information system components. Brillion detects, tracks, and restricts all hardware devices on its non-public networks so that only authorized devices are given access, and detects, tracks, and restricts all software on such networks so that only authorized software is installed.
- b. **Configuration Change Control.** Brillion establishes and implements change control processes designed to prevent unauthorized security changes to system configuration related to Customer Data that it maintains. Brillion tests, validates, and documents changes to the information systems before implementing the changes on the operational systems, and requires that an information security representative be a member of the security configuration change control team.

6. CONTINGENCY PLANNING

- a. **Contingency Plan.** Brillion develops a contingency plan for the information systems, which identifies essential business missions/functions and associated contingency requirements, provides recovery objectives and restoration responses, addresses contingency roles and responsibilities, addresses maintaining essential business functions in the event of system disruption or failure, and addresses full system restoration without deterioration of the security safeguards in place. The contingency plan is regularly reviewed and updated at least annually, and as needed to address changes in the threat environment.
- b. **Information System Recovery and Reconstitution.** Brillion and its PaaS providers promptly provide for the recovery and reconstitution of information systems to a state of normal operation after disruption, compromise, or failure. This recovery plan includes transaction-based recovery, and protects backup and restoration hardware, software, and firmware.

7. IDENTIFICATION AND AUTHENTICATION

- a. **Unique Identification.** Brillion's information systems uniquely identify and authenticate both organizational and non-organizational users and/or processes acting on behalf of users, such that all user activity can be traced back to the individual(s) who performed the activity. Brillion's systems employ industry standard encryption for all authentication mechanisms, provide for federated identity capabilities, and, whenever appropriate, implement replay-resistant authentication mechanisms, such as multifactor authentication.
- b. **Authentication Management.** Brillion manages information system credentials/authenticators using industry best practices. Brillion takes into consideration the type of authentication (e.g., hardware token-based, software/SMS multi-factor, PKI-based, password-based, biometric-based, etc.) and applies additional security controls as appropriate.

8. INCIDENT RESPONSE

- a. **Incident Response Program.** Brillion maintains a written incident response program that addresses cybersecurity event preparation, detection, analysis, containment, eradication, and recovery. This program includes procedures that describe: **(i)** roles and responsibilities of the incident response team; **(ii)** communication requirements with internal and external partners; **(iii)** plans to detect, respond to, and contain common incident categories; **(iv)** methods to preserve evidence, maintain chain of custody, and perform forensic analysis; **(v)** coordination of recovery processes; **(vi)** follow-up processes; and **(vii)** reporting to ensure critical details of incidents are tracked and lessons learned are incorporated into ongoing response procedures, training, and testing. The incident response program is reviewed and updated at least annually.

- b. **Incident Handling.** If Brillion discovers or is notified of any security incident that impacts or may impact Customer Data and/or systems, Brillion will promptly: **(i)** investigate the security incident; **(ii)** remediate, mitigate, or remediate and mitigate, the risk to the Customer Data or systems and other effects of the security incident; **(iii)** preserve all related records and other evidence; and **(iv)** implement a plan to prevent such a security incident from reoccurring.
- c. **Incident Notification.** If Brillion discovers or is notified of any security incident, Brillion will immediately notify Customer thereof in writing, but no later than seventy two (72) hours from the time Brillion becomes aware of a security incident, including disclosing **(i)** the date, time, and cause of the incident if known; **(ii)** the Customer Data and/or systems that were exposed or reasonably believed to have been exposed; and **(iii)** whether nonpublic personally identifiable information was accessed.
- d. **Reporting.** Brillion will provide Customer with a written report on the outcome of its investigation including any risk to Customer Data and/or systems, the corrective action Brillion has taken to respond to the security incident, and such other information as Customer may reasonably request regarding the security incident.

9. MAINTENANCE

- a. **Nonlocal Maintenance.** Brillion: **(i)** approves, documents, and monitors nonlocal maintenance and diagnostic activities; **(ii)** allows the use of nonlocal maintenance and diagnostic tools only as consistent with organizational policy and documented in the security plan for the information system; **(iv)** maintains records for nonlocal maintenance and diagnostic activities; and **(v)** terminates session and network connections when nonlocal maintenance is completed.
- b. **Timely Maintenance.** Brillion and its PaaS providers approve, obtain, and document the maintenance, support, and repair of information systems and information system components in a timely manner following system or component failure. Security controls potentially impacted during maintenance or repair activities are inspected for proper function post-activity. Brillion promptly applies software patches, updates, and code fixes, when available.

10. MEDIA PROTECTION

- a. **Media Use.** Brillion will not store unencrypted confidential information on any portable device.
- b. **Media Sanitization.** Brillion sanitizes information system media prior to disposal, release from organizational control, or release for reuse in accordance with organizational policies, employing sanitation mechanisms with the strength and integrity commensurate with the security category or classification of the information.

11. PHYSICAL AND ENVIRONMENTAL PROTECTION

- a. **Physical Access Control.** Brillion's PaaS providers: **(i)** enforce physical access authorizations at facility entrance/exit points by verifying individual access authorizations before granting access to the facility; **(ii)** maintain physical access audit logs for entry/exit points; and **(iii)** use security safeguards to control access of such facilities, including the use of security guards, as appropriate, and physical access control devices (e.g. alarms, card swipe, keypads).
- b. **Power Equipment and Cabling.** Brillion 's PaaS providers protect power equipment and cabling for the information systems from damage and destruction, including leveraging of physically separate, redundant power cables to ensure that power continues to flow if one cable is cut or otherwise damaged, as well as automatic voltage controls for critical information system components.
- c. **Location of Information System Components.** Brillion's PaaS providers position information system components within the facility to minimize potential damage from environmental hazards (e.g. flooding, fire, tornados, earthquakes, hurricanes, vandalism, acts of terrorism, electromagnetic pulse, electrical interference, etc.) as well as physical hazards, including the opportunity for unauthorized access.

12. PLANNING

- a. **Information Security Architecture.** Brillion maintains cognizance of information security principles in the architecture of all of its products and services, including the placement/allocation of security functionality (including security controls), security-related information for external interfaces, information being exchanged across the interfaces, and the protection mechanisms associated with each interface.
- b. The information security architecture is reviewed and updated regularly to reflect updates in the enterprise architecture, external impacts, and industry practices, reflecting them in its security planning and operations.

13. PERSONNEL SECURITY

- a. **Personnel Screening.** Brillion screens individuals prior to authorizing access to Brillion's information systems and performs re-screening (as reasonably determined by Brillion), including background checks.
- b. **Personnel Termination.** Upon termination, Brillion promptly: **(i)** disables the individual's information system access; **(ii)** terminates/revokes any authenticators/credentials associated with the individual; **(iii)** conducts exit interviews that include information security topics; **(iv)** retrieves all security-related organizational information system-related property (e.g. hardware authentication tokens, system administration technical manuals, keys, identification cards, building passes, etc.); and **(v)** retains access to organizational information and information systems formerly controlled by terminated individual.

14. RISK ASSESSMENT

- a. **Risk Assessment.** Brillion: **(i)** conducts a risk assessment, including the likelihood and magnitude of harm, from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information systems and the information they process, store, or transmit; **(ii)** documents and reviews the risk assessment results; and **(iii)** updates the risk assessment regularly, and whenever there are significant changes to the information system or environment of operation (e.g. the identification of new threats and vulnerabilities).
- b. **Vulnerability Scanning.** Brillion and its PaaS providers: **(i)** periodically scan for vulnerabilities in the hosted applications and when new vulnerabilities potentially affecting the system/applications are identified; **(ii)** analyze vulnerability scan reports and results from security control assessments; **(iii)** remediate vulnerabilities in accordance with organizational risk assessment; **(iv)** share information from the vulnerability scanning and security control assessments with appropriate Personnel to help eliminate similar vulnerabilities in other information systems; and **(vi)** employ periodic external vulnerability scanning and annual penetration testing to assess the overall strength of Brillion's defenses (technology, processes, and employees). Upon Customer's written request, and whenever this is under Brillion's control, Brillion will deliver to Customer a summary of the results of the most recent vulnerability scans and penetration tests.

15. SYSTEM DEVELOPMENT LIFE-CYCLE

Brillion manages information systems using industry standard System Development Life Cycle ("SDLC") that incorporates information security considerations, defines and documents information security roles and responsibilities throughout the SDLC, identifies individuals having such roles or responsibilities, and integrates Brillion's information security risk management process into SDLC activities.

16. SYSTEMS AND COMMUNICATIONS PROTECTION

- a. **Transmission Confidentiality and Integrity.** Information systems protect the confidentiality and integrity of transmitted information through both physical and logical means, including employing protected distribution procedures and limiting access to peripherals (e.g. servers, computers, printers, scanners, facsimile machines), and through the use of encryption.
- b. **Information Protection.** Any Customer Confidential Information, either at rest or in transit, will be encrypted in accordance with FIPS Publication 140-2 (FIPS PUB 140-2). Use of encryption will be compliant with all applicable export laws, rules, and regulations.

17. SYSTEM AND INFORMATION SYSTEM INTEGRITY

- a. **Flaw Remediation.** Brillion: **(i)** identifies, reports, and corrects information system flaws; and **(ii)** installs security-relevant software updates, including patches, service packs, hot fixes, and anti-virus signatures, once they are available. Brillion centrally manages the flaw remediation process, which establishes procedures for taking corrective actions.
- b. **Malicious Code Protection.** Brillion: **(i)** employs malicious code protection mechanisms at information system exit and entry points (including web browsers and email) to detect and eradicate malicious code; **(ii)** updates malicious code protection mechanisms whenever new releases are available and maintains organizational configuration management policy and procedures for managing such updates; **(iii)** configures malicious code protection mechanisms to perform periodic scans of the information systems and real-time scans of files from external sources, as the files are downloaded, opened, or executed; **(iv)** blocks, quarantines, or both, malicious code and maintains systems that send alerts to system administrator(s) in response to malicious code detection; and **(v)** addresses the receipt of false positives during malicious code detection and eradication, as well as all resulting potential impact on the availability of the information systems.

Order No. 1
(SaaS Solution & Services)

This Order No. 1 dated [REDACTED], 2024 (the “**Order**”) is issued pursuant to and governed by the Master Agreement dated [REDACTED], 2024 (the “**Agreement**”) entered into by and between Peninsula Clean Energy (“**Customer**”) and Aiqueous, LLC (d/b/a Brillion) (“**Brillion**”). All capitalized terms used herein, but not defined herein, shall have the meaning ascribed to them in the Agreement. If there is any conflict of terms between the Agreement and this Order the terms of this Order shall govern solely with respect to the SaaS Solution (and Software) and Services detailed herein.

1. Summary.

SaaS Solution & Related Services	Term	Fees
SaaS Solution as detailed in Section 2(a) of this Order, including the Fulfill software, described in Table below (the “ Software ” as detailed herein).	3 years.	\$165,000 per year (the “ SaaS Fee ”).
Premier Support Services as detailed in <u>Schedule A</u> to this Order.	3 years.	\$20,000 per year (the “ Support Fee ”).
Implementation Services as detailed in <u>SOW No. 1</u> attached hereto.	One-time service.	Included in SaaS Fee.

“**Commencement Date**” means the date of final signature to this Order / the date when the SaaS Solution is available for use by Customer / fixed date [REDACTED].

2. SaaS Solution, Services, and Fees.

- (a) **SaaS Solution.** The SaaS Fee owed by Customer for the delivery by Brillion to Customer of the SaaS Solution and Software is set forth above in Section 1 of this Order. In consideration of Customer’s payment of the SaaS Fee and for the duration of the Subscription Term (defined below), Brillion will deliver to Customer the “**SaaS Solution**” consisting of access to the Software detailed in Section 1 above via the Salesforce.com (“**SFDC**”) platform detailed herein. Aggregate use of the SaaS Solution and Software by Customer’s employees or contractors shall at no time exceed the total use rights granted above.

Note: I am working through language with Executive Team regarding the addition of Programs, License, Data Storage or Connectors above what is included and stated below. This is in reference to our discussion yesterday.

Brillio Fulfill Description		
Brillion Fulfill	Limited to programs defined in SOW:	
Includes:		
• Salesforce Platform	• EV Ready	
• Salesforce Shield (replaced with SOC2)	• E-Bike	
• Full Copy Sandbox	• USED EV	
• Up to 30 Fulfill user licenses	• Appliance Rebates and Loans	
• 10 GB Data Storage		
• 10 GB File Storage	Included	
Billion Educate (Or Similar Solution)	Included	
• Form Builder		
Data Connectors:		
• CLEAResult Connector		
• 4013 Connector		

SFDC Upgrades for Software

All releases and upgrades to the Salesforce Platform can be monitored in the Customer Production Environment Release Update page, available through Setup as described at:
https://help.salesforce.com/s/articleView?id=sf.release_updates_manage.htm&type=5

SFDC Platform Availability for Software

Platform availability for the Production Environment resides under the Main Services Agreement for Salesforce.com, Inc. (SFDC) available at <https://www.salesforce.com/company/legal/agreement>.

(b) **Support Services.** In consideration of Customer's payment of the Support Fee and for the duration of the Subscription Term (defined below), Brillion will deliver to Customer the "**Support Services**" detailed in Schedule A to this Order for the Software detailed in Section 1 above.

(c) **Subscription Term.** The initial term of Brillion's delivery of the SaaS Solution will commence on the **Commencement Date** and extend through the length of time set forth in Section 1 above (the "**Subscription Term**").

(d) **Implementation Services.** In consideration of Customer's payment of the SaaS Fee, Brillion will deliver to Customer the "**Implementation Services**" more fully described in SOW No. 1 to this Order for the term detailed in Section 1 of this Order.

3. Payment Terms.

(a) **Invoicing.** Brillion will invoice Customer for the applicable fees in accordance with the following schedule:

Invoice Date	Amount	Purpose of Fee
On or after the Commencement Date.	\$185,000	Payment for Year 1 of: (1) the SaaS Fee & (2) the Support Fee.
On or after the one year anniversary of the Commencement Date.	\$185,000	Payment for Year 2 of: (1) the SaaS Fee & (2) the Support Fee.
On or after the two year anniversary of the Commencement Date.	\$185,000	Payment for Year 3 of: (1) the SaaS Fee & (2) the Support Fee.

(b) **Payment Terms.** In accordance with Section 5.4 of the Agreement, Customer shall pay all such Fees within thirty (30) days from receipt of any undisputed invoice.

ACCEPTED:
Aiqueous, LLC

ACCEPTED:
Peninsula Clean Energy

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Jon Ezrine, CEO
NAME & TITLE PRINTED

NAME & TITLE PRINTED

DATE

DATE

SCHEDULE A **(Support Services)**

This Schedule B (the “**Schedule**”) details the Support Services that Brillion will deliver to Customer and shall be incorporated and made a part of the Order. For the avoidance of doubt, Brillion will not deliver support services directly to an End User of Customer.

Support Description. Brillion will provide support to Customer through the support portal, telephone and email (“**Support**”) as defined in the Service Availability – Initial Contact and Response section below.

Service Availability – Initial Contact and Response

Request for Support. Authorized Users will make Support requests by submitting a request via Brillion's customer support web portal support@brillion.ai

Coverage parameters specific to the services covered in this Schedule are as follows:

- Support Community: Monitored 6:00 A.M. to 8:00 P.M. Monday – Friday, Eastern Time Zone.
 - Service Requests received outside of office hours will be collected; no action, however, can be guaranteed until the next business day.
- Brillion shall not offer support on the following days; inquiries received during these holidays will be addressed on the next business day.

Day or Date	Official Name
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas

Service Tiers

Standard and Premier Support activities are defined as follows.

Standard Support

- Answer “How-to” questions on using the system
- Access to knowledge base and relevant documentation
- Address bugs and defects on work delivered by Brillion
- Regular monthly Customer Support calls as needed
- User access request and new user support
- Troubleshoot integrations owned and maintained by Brillion, including renewal of certificates and tokens
- Troubleshoot third-party tools provided by Brillion
- Software release training & specifications
- Consult on Salesforce updates (only for Salesforce-based Brillion products)
- Standard Engage email templates, video edits, and surveys as guided by Brillion support or customer success

Premier Support

- Update existing and basic new configurations (including fields, flows, validations)
- Configure Payment processing and inspections
- Updates to existing reports and dashboards
- Update measures and templates
- Page layout changes
- Cloning programs and measures for rollover activities
- 2 hours of training per month with scheduling (including data manipulation, configuration, etc.)
- Run health checks and work with Salesforce to resolve outstanding issues
- Sandbox refreshes (if applicable)
- Priority queue

For scopes of work falling outside of Support activities above (typically new enhancements with estimated Level of Effort greater than 20 hours), estimates will be provided to be delivered by **Professional Services** as a separate SOW. This

typically includes new configuration, automations, programs, integrations. Scopes of work will include relevant QA, deployment, and training required:

Inquiry Settlement (Service Defect) Request and Response

The following definitions will be used for this Schedule.

- **CRITICAL:** Defect Severity Level 1 (S1) – Defined as application is not available to all or substantial number of users and production processing is not available for any business purposes. (i.e. software does not operate. Excludes Internet connectivity issues).
- **HIGH:** Defect Severity Level 2 (S2) – Defined as part of production application is not working and there is no workaround; major functionality is inoperable or unusable for a small number of users. Also defined as software does not meet in-scope business requirements without a manual work-around or a specific in-scope module of the software is not usable without a manual work-around.
- **MEDIUM:** Defect Severity Level 3 (S3) – Defined as part of the application is not working for in-scope software features as intended, but a reasonable, jointly agreed-upon work-around exists leaving the essential functions intact and operable.
- **LOW:** Defect Severity Level 4 (S4) – Defined as minor cosmetic problems within in-scope features of the software that do not impact the established business processes.
- **General support (G)** – General end user questions about in-scope functionality
- **Training requests (T)** – Requests for training on in-scope features

Inquiry Settlement (Service Defect) Request and Response Table

Note: General support and Training requests will be prioritized and assessed as part of the support queue

Request Type	Response Time	Initial Assessment	Update Frequency	Maximum Resolution Time
S1 Critical	During Business hours: 30 minutes Outside business hours: 2 hours	2 business hours	2 business hours	16 business hours
S2 High	2 business hours	4 business hours	4 business hours	24 business hours
S3 Medium	8 business hours	16 business hours	Weekly	40 business hours
S4 Low	None.	24 business hours	Weekly	Prioritized as part of product roadmap

Inquiry Resolution Reporting

Brillion agrees to report on Inquiry Resolution metrics to Customer at least once every ninety days.

Statement of Work No. 1 to the Order **(SaaS Solution – Implementation Services)**

This Statement of Work No. 1 (the “**SOW**”) is attached to and made a part of the Order. This SOW describes **(a)** the SaaS Solution – Implementation Services that Brillion will deliver to Customer (the “**Services**”) and **(b)** the requirements Customer must complete for Brillion to deliver such Services. All capitalized terms used herein, but not defined herein shall have the meaning ascribed to them in the Order or the Agreement. If there is any conflict of terms between the Agreement, the Order, and this SOW, the terms of this SOW shall govern solely with respect to the Services to be rendered under this SOW.

Project Overview

This Statement of Work (SOW) contains the approach and processes to configure and implement Peninsula Clean Energy's customer account management and program transactions on Brillion Fulfill as described below.

Fees for this SOW are based on scope and timeline in Description of Scope along with responsibilities below. Implementation described is reflected as part of the Brillion Fulfill Subscription stated in the accompanying *SaaS Solutions and Service Order #1*.

Material changes to the Description of Scope will be raised as issues during the project to resolve. For issues affecting the budget, Brillion and PCE will agree on Change Orders to address these changes as described in the Change Management Process below.

Brillion Responsibilities

1. Configure products based on jointly agreed upon design requirements and business case outcomes as described in Description of Scope.
2. Provide project management, design, testing, and training resources pre-go-live and post-go-live during stabilization.
3. Work with PCE to agree on stakeholder involvement including senior management or advisor involvement, and cadence to track and share progress (at minimum biweekly).
4. Proactively communicate project status, timeline, budget, scope and risks to go-live.

PCE Responsibilities

1. Provide technical resources required to successfully support the design, build, test and launch in coordination with Brillion resources.
2. Work with Brillion to identify and resolve risks, timeline, scope, and budget issues.
3. Provide timely feedback on design decisions, sample data, testing criteria and training materials.
4. Cooperate with and assist Brillion in connection with this SOW, including complying with the communications schedule and providing requested information and feedback.

Description of Scope

Functionality configured in this implementation at a high level includes the following items. Functionality may be amended as mutually agreed by Brillion and PCE based on further discovery during the Blueprint (design) phase of the project.

1. 4013 Data and Related Data Structure

The 4013 data file contains a list of all customers (i.e. electric accounts) in PCE service territory and account related information. Brillion and PCE shall work together to finalize a plan for mapping the data to Brillion Fulfill data model and setting up an import process that creates and updates records accordingly. At a minimum, the following requirements shall be met:

- 1.1. All 4013 electric accounts and data fields are imported into Brillion Fulfill and a process for identifying which electric accounts are active PCE customers is set up;
- 1.2. The Contacts object must be used and create records for all electric accounts and a process for minimizing duplicate Contacts is created;

- 1.3. The Sites object must be used and create records based on the address of the electric accounts as mutually determined by Brillion and PCE;
- 1.4. A fully automated process for PCE to import the latest 4013 file into Brillion Fulfill via dropping of a file in a secure and encrypted location shall be created. PCE or Calpine shall put 4013 data files on an externally accessible SFTP location that Brillion polls and pulls the file from.

2. Programs and Related Data Structure

Brillion and PCE shall work together to finalize for mapping program data to Brillion Fulfill data model and setting up a direct entry and/or bulk entry process as described in more detail in Task 3. At a minimum, the following requirements shall be met:

- 2.1. The Program and Program Measures objects must be used to store high level information about the program and its offerings, and the Project and Project Measures objects must be used to store information about individual program participants. This is described in more detail in Task 4;
- 2.2. The Project record shall be tied to an Account, Site, and Contact record for that respective customer, as mutually determined by Brillion and PCE

3. General Program Features

3.1. Trade ally access

3.1.1. The following features shall be supported

- 3.1.1.1. Ability for trade allies to create a project on behalf of a customer
- 3.1.1.2. Ability for trade allies to update a project on behalf of a customer
- 3.1.1.3. E-Bike and EV program: Ability for trade allies to search for a project via ID and update that project
- 3.1.1.4. Restriction of trade allies to projects associated with them, with the exception of the E-Bike and EV use case where trade allies search for a project

3.2. Customer Data Forms

3.2.1. Multi-language support

- 3.2.1.1. This use case shall be supported via a language selector control, which customers can use to select from a set of languages. All customer-facing portal forms shall have the option to be viewed in multiple languages.
- 3.2.1.2. Translations shall be provided by a third-party automated translation tool.
- 3.2.1.3. Editorial intervention or manual adjustment of translations shall not be possible.

3.2.2. File upload for multiple files

3.2.3. Questions or user inputs shall be conditionally visible where appropriate

3.3. Workflows

3.3.1. PCE customizable workflows shall be configured by Brillion as per Blueprint design specifications

3.3.2. Workflows shall be subsequently modifiable/configurable by PCE using standard Fulfill workflow builder and standard Salesforce functionality

3.4. Email

- 3.4.1. PCE customizable email notifications will be sent and may be associated with PCE-determined project stage and/or time-based triggers, readily customizable; email templates may also be sent manually
- 3.4.2. Email notifications include requests to customers or trade allies to complete or thank users for completing surveys
- 3.4.3. Email notifications may be disabled for a given customer or project

3.5. Incentives and Savings for Measures

3.5.1. Incentives and savings may be each calculated, deemed, or custom

3.5.2. PCE shall be able to subsequently configure or adjust incentive types or levels for measures and savings

types or levels for measures

3.5.3. Incentives and savings are effective dated

3.6. Measure Inputs

3.6.1. Each measure may display specific input fields relevant to it or to its class of product (vehicles, EV charging, efficiency, electrification, solar, storage)

3.6.2. PCE shall be able to adjust or set up measure inputs following standard Brillion Fulfill processes

3.7. Bulk Imports

3.7.1. One Project Loader template for one additional program and its measures, other than those described for specific projects below, shall be configured. This template shall enable projects to be bulk loaded into Fulfill. PCE shall be able to clone the above template or modify it to serve for other programs' measures.

3.7.2. Additional Project Loader templates may be considered as additions, if budget and schedule allow.

3.8. Reporting & Dashboards

3.8.1. PCE customizable Salesforce reports and Dashboards across the full set of standard and custom objects shall be configured as per the Blueprint. A maximum of 20 reports and 5 dashboards shall be configured by Brillion. Note that reporting across past/legacy and new survey data in a unified way must be supported.

4. Program-Specific Requirements

The following four programs shall be configured according to the required features outlined in each section:

4.1. EV Ready:

4.1.1. Customer-facing multi-language no-login rebate application form shall create Project with work order records and enable document uploads.

4.1.2. An automated bulk project upload from CLEAResult shall create Project and work order records. One of the following standard product features for data transfers as outlined in Task 8.1 shall be used.

4.1.3. Project merging or joining: Two separate work items are generated for this program: (1) a technical assistance effort submitted by CLEAResult detailing recommendations for charting stations; and (2) an actual incentive application. These two efforts need to be related (e.g., so it is possible to determine the results of CLEAResult's influence on charging station uptake). The following solution shall be implemented:

4.1.3.1.1. Two records shall be automatically associated with a master project where the two can be deterministically matched to a single customer.

4.1.3.1.2. In the case where records cannot be matched to each other, two separate and independent projects shall exist. A feature shall be implemented to enable orphaned or duplicate records to be manually copied to their correct master project.

4.1.4. An e-signature solution integrated with Brillion Fulfill to generate agreements and update records shall be deployed.

4.1.5. Workflow shall be configured to have the Project flow through various project statuses automatically according to to-be-defined criteria

4.1.6. Easily customizable automatic emails are triggered according to status changes to a Contact associated with that Project.

4.2. E-Bike:

4.2.1. A customer-facing application form shall be offered for customers to reserve the rebate. Submitting this form shall create a Project record. The form shall enable document upload.

4.2.2. A customer-facing post-purchase application form shall enable a customer to claim a rebate directly.

4.2.3. If a rebate was reserved, a link shall be sent to the customer via email. Upon clicking the link, the user shall be taken to a post-purchase form pre-populated with appropriate project data and tied back to the existing project record. If a rebate was not reserved, the post purchase form shall create Project records. PII will not be exposed on a form that is accessible to users without ID/password authentication.

- 4.2.4. For cases where the customer is claiming the rebate at point of sale at a partner bike shop, these vendors shall have access to an online page to search for e-bike projects and claim reimbursement for the rebate.
- 4.2.5. The trade ally portal will include authentication and PCE customizable security to associate access with specific programs and limited data access.
- 4.2.6. Workflow shall be configured to support processing of the reservation, post-purchase form, and portal. Project is configured to flow through various project statuses automatically according to-be-defined criteria.
- 4.2.7. Automatic emails are triggered, according to status changes, to a Contact associated with that Project.

4.3. Used EV:

- 4.3.1. A customer-facing application form shall be offered for customers to reserve the rebate. Submitting this form shall create a Project record. The form shall enable document upload.
- 4.3.2. A customer-facing post-purchase application form shall enable a customer to claim a rebate directly.
- 4.3.3. If a rebate was reserved, a link shall be sent to the customer via email. Upon clicking the link, the user shall be taken to a post-purchase form pre-populated with appropriate project data and tied back to the existing project record. If a rebate was not reserved, the post purchase form shall create Project records. PII will not be exposed on a form that is accessible to users without ID/password authentication.
- 4.3.4. For cases where a customer is claiming the rebate at point of sale at a partner car dealership, these vendors shall have access to a page to search for EV projects and claim reimbursement for the rebate.
- 4.3.5. Workflow shall be configured to support processing of the reservation, post-purchase form, and Education trade ally portal. Project is configured to flow through various project statuses automatically according to-be-defined criteria.
- 4.3.6. Automatic emails are triggered according to status changes to a Contact associated with that Project.

4.4. Appliance Rebates & Loan

- 4.4.1. A customer shall be able to submit an optional loan eligibility check form that includes file uploads. Submitting this form will create a Project record flagged as a loan project.
- 4.4.2. A customer-facing post-installation application form shall serve as both a rebate application and loan post-install application. It can be filled out by the customer or a third party on their behalf such as the contractor.
- 4.4.3. If a loan project exists, an email with a link shall be sent to a post-installation application form. Upon clicking the link, the user shall be taken to a rebate application form that shall be pre-populated with appropriate project data and tie back to existing loan project record. PII will not be exposed on a form that is accessible to users without ID/password authentication.
- 4.4.4. An e-signature solution integrated with Brillion Fulfill to generate agreements and update records shall be deployed.
- 4.4.5. The creation of up to two Project Payment records—one for the rebate and one for the loan which are required to be tracked separately.
- 4.4.6. Workflow shall be configured to support an appliance rebate with or without the loan. Project is configured to flow through various project statuses automatically according to-be-defined criteria.
- 4.4.7. Automatic emails are triggered according to status changes to a Contact associated with that Project.

5. Measures

Measures currently supported in PowerPath shall be implemented in Brillion Fulfill. The Brillion Fulfill Measure/Program Measure/Equipment Model schema shall be used to configure PCE measures:

- 5.1.1. Measure: base definition of an improvement (e.g., “Heat Pump Water Heater”); typically contains core and unchanging attributes (e.g., fuel type, identifier to use to specify this measure in a bulk upload)
- 5.1.2. Program measure: version of the measure available for a given program; typically stores values that may change over time and default or stipulated values such as deemed savings, base incentive, and so on (e.g., Heat Pump Water Heater for Residential Appliances program)

5.1.3. An integration with an equipment data source such as ENERGY STAR or AHRI is out of scope of this implementation.

6. Surveys

Surveys currently supported in PowerPath shall be implemented in Brillion Fulfill. The following requirements shall be met:

- 6.1. Post-project completion, up to two surveys shall be automatically emailed out to customers with customizable stage and time-based triggers. This shall include up to two reminder emails for customers who have not filled out the survey.
- 6.2. Surveys shall be a form that does not require log in and once submitted, responses shall be associated with their respective project. PCE will have the ability to customize surveys and associate them with project stages

7. Payment Processing

Payment processing currently supported in PowerPath shall be implemented in Brillion Fulfill. The following requirements shall be met:

- 7.1. In Brillion Fulfill, payees on projects may be either a customer, contractor/vendor, or 'other' payee Account or Contact. There may be up to three payees per project. The system shall be configured to clearly identify on both a project and project payment record which type of entity the payee(s) are. Projects may have up to two payment records.
- 7.2. The system shall be configured to assign program- or project-appropriate values to payment record attributes such as name, accounting codes, payment method, payee address and payee bank information if applicable.
- 7.3. On a cadence determined by PCE but no less than weekly, projects shall be 'batched' according to the payee account and their payment records generated. Payment generation will create payment records for all projects that are ready for batching. The payment generation process in Brillion will mark projects as submitted for payment (e.g., to prevent duplicate payments from being generated)
- 7.4. Multi-stage payments for a single project (e.g., pay a percentage of an incentive now, or certain measures now, and the rest of the project later) are out of scope and shall be dealt with through a Change Order if requested by PCE.
- 7.5. It shall be possible to produce a report that lists unique payee details, payment amount and accounting string per row.
- 7.6. A payment report shall be configured to be exportable to be sent to PCE accounting vendor. This shall be a standard Salesforce report that is subscribed to and shall be capable of including any values in the project payment and payment record.
- 7.7. Multiple payments in a batch to a single payee (e.g., a contractor completing multiple projects) shall be able to be consolidated/aggregated.
- 7.8. CSV import of payment date of payment records back into Brillion Fulfill shall be supported.

8. Integrations

The following integrations currently supported in PowerPath shall be implemented in Brillion Fulfill:

8.1. CLEARResult Project Data Import

- 8.1.1. CLEARResult sends a bulk project export data file for EV Ready (Task 3.1). For transfer of this data from CLEARResult to Fulfill, one of the following standard product features shall be used:
 - 8.1.1.1. CLEARResult may use Project Loader, including its standard format, to import projects into Fulfill. Project Loader is a full-featured offering and provides reliable logging and error handling.
 - 8.1.1.2. CLEARResult may use the Fulfill SDK to send projects directly to the Fulfill system.
 - 8.1.1.3. An EcoIQ integration may be built, using native product functionality, to pull a file from an SFTP server and import it into the Composite Project table; a scheduled job will automatically process the data into proper projects and measures in Fulfill.

8.2. Box integration

8.2.1. Box folders shall be created for each project and be accessible within Brillion Fulfill.

8.3. E-Signature Tool

8.3.1. PCE currently uses a DocuSign integration to collect e-signatures for agreements for programs. A different tool may be used provided it has the following functionalities:

8.3.1.1. Templates that allow for merge fields to pull data from the project

8.3.1.2. The sending of the document must be triggered by an action such as clicking of a button but must allow for optional editing prior to sending if need be

8.3.1.3. Document is configured to be sent to pre-designated recipients including the project's contact and a PCE representative but must allow for optional re-routing to a different signatory prior to sending if need be

8.3.1.4. Status of the document, such as signature status and dates signed must be sent back to Brillion Fulfill

9. Legacy data import

9.1. Brillion shall supply at least one template for bulk upload of legacy project data via the Fulfill Project Loader. Certain types of data other than accounts, sites, contact, projects and measures -- e.g., surveys, activities -- may be imported using Data Loader or a similar tool, with Brillion to provide the needed mappings.

10. Program Cloning Training

10.1. Brillion shall provide training materials to PCE on how to clone Programs, Program Measures, and Measures so that PCE may add simple new programs not included in the Description of Scope Task 3 on their own.

Out of Scope

1. Any major features, functionality, documentation, or other work not stated above in Description of Scope

1.1. Note that methods of bulk project and measure data import other than those specified above are out of scope.

1.2. Brillion Fulfill does not provide a UI for mass-creating measures similar to what is in PowerPath. One of the following solutions shall be supported if needed:

1.2.1. Bulk upload using Project Loader of a CSV of project measures.

1.2.2. If appropriate, PCE can use Fulfill's 'measure bundle' functionality to add sets of measures to a project (e.g., a loan measure, income eligible bonus measure, and an appliance measure at the same time).

1.2.3. PCE can clone a project from a master project. The master project shall have measures configured on it already.

2. UAT testing would be performed by the client and is not in scope for Brillion. Brillion will fully exercise a feature or set of features with unit and integration testing before it is passed to PCE for UAT.

3. Brand new measures or programs not currently represented in the system are out of scope

4. Workflow automations not currently represented in the system are out of scope

5. Custom development – it is assumed that all requirements for this project can be handled via native Fulfill or Salesforce configuration, and any custom development not specified above is out of scope

Deliverables

For each feature, Brillion will provide, as appropriate:

1. Configuration
2. Unit and Integration Testing
3. Test cases
4. Deployment to UAT and UAT support
5. Deployment to Production

Project Schedule

The following schedule is proposed. The schedule will be refined as part of the Blueprint design phase.

Activity or Milestone	Schedule
4013 Integration Data Mapping	December 1 – 31, 2024
Project kickoff	Week of January 6, 2025
Blueprint	January 13 – February 14, 2025
UAT Release 1	March 31, 2025
UAT Release 2	April 30, 2025
UAT	May 1 – May 22, 2025
Go-Live	June 16, 2025

Change Management Process

During each enhancement or project, there may be potential changes in scope that are identified. The causes for these may include (1) identification of new functionality needed by PCE; (2) greater complexity related to the solution being developed; (3) schedule delays caused by unforeseen circumstances beyond the control of Brillion personnel; (4) excessive iterations by Company to prepare and provide business requirements that impact original project time frame. In these cases, potential changes in scope will be managed by a formal process that balances business needs with resource budgets.

The following steps will be followed:

1. Changes in scope will be subject to review by PCE and Brillion, and will identify impact on project schedule, risks or quality impact and any potential added costs of such changes
2. If PCE requests an addition to scope, and should additional budget to support the requested scope change not be available, PCE and Brillion may mutually agree to offset the requested scope addition with a corresponding scope reduction.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: November 15, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Brianna Arroyo, Interim Board Clerk
SUBJECT: Approval of the 2025 Board Meeting Schedule

RECOMMENDATION

Approval of the 2025 Board Meeting Schedule

BACKGROUND

Approval of the 2025 Meeting Schedule

ATTACHMENTS:

[2025 Board of Directors Meeting Schedule.pdf](#)

2025 Board of Directors Meeting Schedule

Location: Video/Teleconference/PCEA Lobby/Check Agenda

Meeting Date:	Time:	Location:
January 23, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
February 27, 2025 Board Orientation	5:00-6:00 pm	Video/Teleconference/PCEA Lobby/Check Agenda
February 27, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
March 27, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
April 24, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
May 22, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
June 26, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
July 24, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
August 28, 2025	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
September 25, 2024	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
October 23, 2025 (Retreat)	5:30-9:30pm	Video/Teleconference/PCEA Lobby/Check Agenda
November 20, 2025 (3rd Thursday)	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda
December 18, 2025 (3rd Thursday)	6:30 pm	Video/Teleconference/PCEA Lobby/Check Agenda



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: November 15, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Brianna Arroyo, Interim Board Clerk
SUBJECT: Approval of Minutes from the October 24, 2024 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the October 24, 2024 Board of Directors Meeting

BACKGROUND

Approval of Minutes from September 26, 2024 Board of Directors Meeting

ATTACHMENTS:

[10-24-2024 Draft Minutes.pdf](#)

Regular Meeting of the Board of Directors of the Peninsula Clean Energy Authority (PCEA) Minutes

Thursday, October 24, 2024
5:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 5:41 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby and in the Dakota Dunes Country Club, 960 S Dakota Dunes Blvd, Dakota Dunes, SD 57049.

ROLL CALL

Participating:

Effie Verducci, Participating via AB 2449
Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Chair*
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
Carlos Romero, East Palo Alto
Harvey Rarback, Half Moon Bay
Leslie Ragsdale, Hillsborough
Betsy Nash, Menlo Park
Anders Fung, Millbrae
Tygarjas Bigstyk, Pacifica
Jeff Aalfs, Portola Valley, Remote Participation
Elmer Martinez Saballos, Redwood City
Marty Medina, San Bruno, *Vice Chair*
John Dugan, San Carlos
Adam Loraine, San Mateo
James Coleman, South San Francisco

Absent:

Dave Pine, San Mateo County
Ray Mueller, San Mateo County
Sam Hindi, Foster City
Paul Llanez, Los Banos
Ned Fluet, Woodside

A quorum was established.

PUBLIC COMMENT

David Mauro, gave a Public Comment

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS

Public Comment: None

MOTION: Director Loraine moved, seconded by Director Romero to set the Agenda, and approve Agenda Item Numbers 1-6.

1. Approval of the Audited Financial Statements for Fiscal Year 2023-2024
2. Approval of Peninsula Clean Energy's Participation in PG&E Dynamic Pricing Pilots
3. Approval of "GovBE" Agreements for Building Electrification Grants and Financing with the Cities of Brisbane, Los Banos, East Palo Alto, Menlo Park and Half Moon Bay
4. Approval of a Contract Amendment with BlastPoint for Marketing Services ending on September 30, 2025 in an Amount Not-to-Exceed \$264,000
5. Approval of Contract with Haven Energy for Deployment of Solar+Storage Systems for the Residential Low-Income Self-Generation Incentive Program (SGIP) Assistance Program for a total of \$1,000,000
6. Approval of Minutes from the September 26, 2024 Board of Directors Meeting

MOTION PASSED/FAILED: 16-0 (Absent: San Mateo County, Foster City, Los Banos, Millbrae, Portola Valley, San Carlos, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Verducci	X			
San Mateo County	Director Mueller				X
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Romero	X			
Foster City	Director Hindi				X
Half Moon Bay	Director Rarback	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Llanez				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Bigstyk	X			
Portola Valley	Director Aalfs				X

Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan				X
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Fluet				X
Total		16			7

REGULAR AGENDA

7. [Chair Report](#)

There was no chair report given.

8. [CEO Report](#)

Shawn Marshall, Chief Executive Officer, gave a brief CEO Report.

Public Comment:

Jason Mendelson, Community Advisory Committee (CAC) Chair, gave a brief CAC Report through a public comment.

9. [Organizational Strategy for the Peninsula Clean Energy Strategic Plan 2025-2030 \(Discussion\)](#)

Lester Olmstead-Rose lead a robust conversation about the Organizational Strategy for Peninsula Clean Energy's 2025-2030 Strategic Plan. Along with Leser, staff members Shalini Swaroop, Chief Operating Officer Jana Kopyciok-Lande, Associate Director of Innovation Strategy, Roy Xu, Senior Director of Power Resources, and Sara Maatta, Power Resources and Compliance Manager helped lead the conversation on the new organization strategy.

Public Comment:

Michael Closson, gave a public comment

10. Board Members' Reports

None

ADJOURNMENT

Meeting was adjourned at 9:13pm



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: November 14, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee
FROM: Shawn Marshall, Chief Executive Officer
SUBJECT: CEO Report (Discussion)

BACKGROUND

This report is provided monthly to the Board of Directors and is informational only.

DISCUSSION

During the Board meeting, CEO Shawn Marshall will provide an update on a variety of PCE topics, including but not limited to: 2020-2025 strategic plan close out, member agency energy grants and post election updates.

November Conferences, Industry Events, and Speaking Engagements

November 19-21	Peter Levitt , Virtual Power Plant (VPP) Forum, Smart Grid Observer in San Francisco
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PCE In the Community

November 3	Chinese-Language Focus Group with Sound of Hope, Redwood City
November 12	Sustainable Careers Fair at Skyline College, San Mateo County
November 13	Eco Home Presentation with El Concilio, North Fair Oaks
November 14	Department of Recreation Services Doelger Center Presentation, Daly City
November 16	Environmental Youth Summit, San Mateo County
November 19	Climate Resilient Communities Focus Group in Spanish, North Fair Oaks
November 20	School Assembly Presentation at Mills High School, Millbrae
November 21	School Assembly Presentation at Aragon High School, San Mateo
November 21	Daly City Partnership Focus Group, Daly City

November 26	School Assembly Presentation at Carlmont High School, Belmont
December 5	School Assembly Presentation at San Mateo High School, San Mateo
December 10	Spanish Electrification Workshop, South San Francisco

CEO Member Agency Briefings

January 14	Millbrae
Date TBD	Woodside

PCE Staffing Update

Please Welcome to Our Team...

- Kerstin Grune, Associate Director, Marketing

PCE's Open Positions

- [Legislative Manager](#)
- [Power Resources Specialist](#)



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: November 14, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nicholas Bijur, Chief Financial Officer and Kelly Lew-Quintal, Risk Manager

SUBJECT: Approval of an Updated Energy Risk Policy, Replacing Current Policies 7 and 15 (Action)

RECOMMENDATION

Approval of an Energy Risk Policy (ERP or Policy), replacing existing Policy 7 (Risk Management Policy) and Policy 15 (Energy Supply Procurement Authority), including delegation to the newly formed Risk Oversight Committee (ROC) to implement the ERP and oversee energy procurement risks.

BACKGROUND

Peninsula Clean Energy (PCE) is committed to serving its local residents and businesses by providing low-cost, clean sources of electricity, thereby ensuring reliability and meeting all regulatory mandates. The energy procurement function is a pivotal component to achieving this goal through management of PCE's supply portfolio. The procurement of energy entails significant risks which must be managed. Under the current authorization structure, which is detailed in PCE Policy 15 (Energy Supply Procurement Authority), the Board is required to approve all transactions with terms greater than five years. All transactions fewer than five years are delegated to the CEO for approval and are discussed informally through meetings between the CEO, CFO, COO and Power Resources. PCE Policy 7 (Risk Management Policy) includes language regarding the management of energy risk, among other risks, but does not include adequate detail nor has it been updated since 2020. An updated and more formal energy risk policy will maintain the Board's current authorities while strengthening the internal operations framework around energy procurement to ensure energy risks are managed efficiently and effectively while achieving PCE's goals.

DISCUSSION

The Energy Risk Policy (Policy or ERP) provides an updated and more formal framework for managing risks associated with PCE's energy procurement function that includes governance, risk exposures, controls, objectives and authorizations, while creating a more streamlined process to execute transactions in a dynamic environment. A cadence and structure for reporting forecasts, procurement plans, positions, counterparties, exposure and collateral are also included as part of this enhanced policy structure.

The ERP does not change any of the existing Board approval authorities but establishes an internal Risk Oversight Committee (ROC) that is comprised of the CEO, CFO, COO, and Senior Director of Power Resources as voting members. PCE's designated General Counsel will be a non-voting member of the ROC. The establishment of a ROC in mid-to-large size load serving entities is becoming more common and is considered a best practice energy risk management strategy. As the Board currently delegates authority to the CEO for certain transactions less than five years, the ERP now establishes delegation of authority to the ROC to implement and oversee the ERP, which includes establishing detailed processes, parameters, limits, and authorizations to effectively and efficiently manage risks associated with energy procurement. The ROC will meet on a quarterly basis to review and approve PCE's procurement plan, strategies, and planned procurement, including transaction volumes and prices.

The Board will review and approve changes to the ERP as needed and will receive, at a minimum, bi-annual updates from the ROC on PCE's energy risk management activities to ensure PCE is appropriately managing all energy procurement risks. Any Policy breaches will be reported to the Board on an annual basis.

As noted, the Board retains its current authority to approve all transactions with terms greater than five years, an authorization threshold which is common in the CCA and energy industry. Under the current structure, the CEO is authorized to execute energy transactions with terms of five years or fewer, whereas under the ERP, such transactions will be delegated to the ROC for approval. For shorter-term transactions that typically require quick execution and processing, authorizations have been delegated to the Senior Director of Power Resources upon approval by the ROC. These additional authorizations will be managed and monitored through quarterly reporting to the ROC that details forecasted procurement against executed transactions. Authorizations to execute contract amendments with material changes will continue to be brought to the Board for approval. Contract amendments with minor changes will be delegated to the CEO for execution. All contract amendments will continue to go through the process of legal review prior to execution.

The ERP is based on detailed analysis and benchmarking of other CCAs, Investor-Owned Utilities, and Publicly Owned Utilities. The ERP also adheres to the directives currently established by the Board, industry best practices, contractual obligations, and all relevant laws and regulations. The attached ERP will integrate and replace PCE's Policy 7 (Risk Management Policy) and Policy 15 (Energy Supply Procurement Authority). If approved, it is anticipated that the aforementioned ROC will begin meeting in Q1 2025 and quarterly thereafter.

At its November 12, 2024 meeting, the Executive Committee voted unanimously to recommend that the Board approve the updated Energy Risk Policy, including delegation to the ROC to implement the ERP and oversee energy procurement risks.

FISCAL IMPACT

While there is no immediate fiscal impact, implementation of the ERP is intended to reduce energy-related financial risks through additional controls.

ATTACHMENTS:
[Energy Risk Policy.pdf](#)

RESOLUTION NO. _____

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

**APPROVAL OF AN UPDATED ENERGY RISK POLICY, REPLACING CURRENT POLICIES
7 AND 15 (ACTION)**

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

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

WHEREAS, the Board of Directors of PCE (“Board”) approved its Policy 7, “Risk Management Policy” on October 27, 2016 and approved the latest edits to Policy 7 on December 17, 2020; and

WHEREAS, the Board approved its Policy 15, “Energy Supply Procurement Authority”, on December 14, 2017 and approved the latest edits to Policy 15 on June 27, 2024; and

WHEREAS, PCE’s load and supply portfolio has increased significantly and the energy markets have changed dramatically necessitating updates to both Policy 7 and Policy 15; and

WHEREAS, the Board recognizes the importance of managing energy procurement risks; and

WHEREAS, an updated Energy Risk Policy, including the establishment of an internal Risk Oversight Committee (“ROC”), will strengthen internal controls and governance around energy procurement to ensure energy risks are managed efficiently and effectively; and

WHEREAS, the PCE Executive Committee reviewed and discussed the implementation of an updated Energy Risk Policy that would integrate and replace Policy 7 and Policy 15 at their meeting on November 12, 2024 and unanimously approved to recommend to the Board an updated Energy Risk Policy.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves an updated Energy Risk Policy, including the establishment of an internal Risk Oversight Committee, that would integrate and replace Policy 7 and Policy 15.

Peninsula Clean Energy Authority

Energy Risk Policy

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1. Introduction

1.1. Background and Purpose

Peninsula Clean Energy (PCE) is committed to serving its local government members, as well as the residents and businesses within their respective communities. PCE's mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions.

The Energy Risk Policy (ERP or Policy) is designed to ensure that PCE achieves its mission while adhering to the directives established by its Board of Directors (Board), industry best practices, its contractual obligations, and relevant laws and regulations.

PCE's energy procurement function is responsible for developing a supply portfolio that serves its customers' needs and preferences. PCE's Board and management acknowledge that certain risks are inherent in energy procurement operations.

To minimize risks, PCE procures energy in accordance with its Energy Procurement Objectives along with certain Board and Risk Oversight Committee (ROC) approved documents. In addition to this, PCE's energy procurement activities are bound by established limits and processes considered appropriate within the normal course of PCE's business.

1.2. Scope

The ERP is intended to govern transactions related to PCE's energy portfolio in order to meet customer needs and optimize energy transactions within applicable laws and regulations. The Policy administers the parameters for energy, capacity, Congestion Revenue Rights, and environmental attributes. The Policy applies to the Board, PCE staff, and consultants engaging in or supporting PCE's energy procurement activities.

1.3. Goals

As a not-for-profit organization, PCE does not engage in the risk-taking activities typical of for-profit organizations. However, certain risks are inherent to serving load. The ERP provides a framework for effectively managing risks associated with energy procurement and sales activities, to facilitate PCE meeting its strategic goals.

The goals and objectives of the ERP are as follows:

- Empower PCE to procure a portfolio of cost-effective and clean electricity sources, as outlined in its Integrated Resource Plan (IRP). This includes establishing guidelines to secure

competitive prices for power supply, efficiently managing assets, and reducing exposure to market changes.

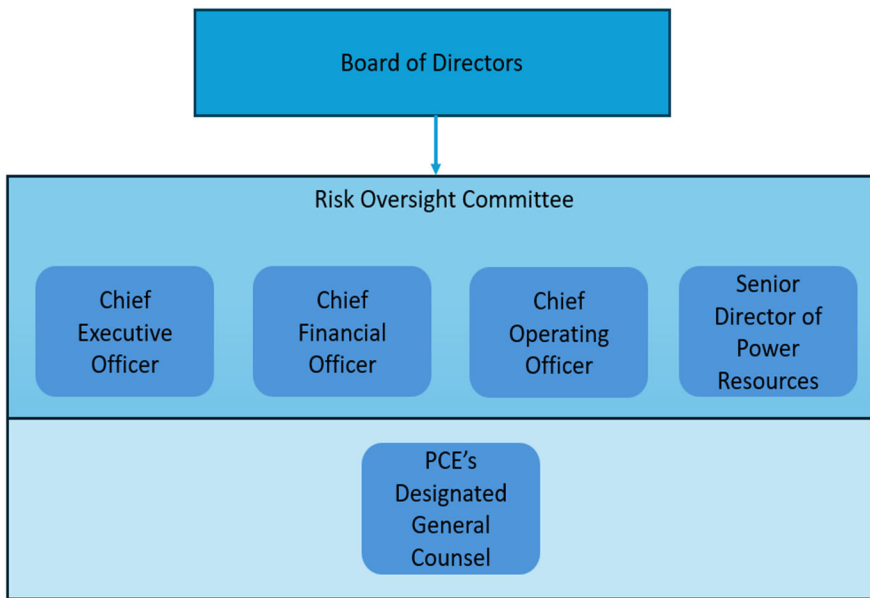
- Ensure that PCE's procured electricity sources align with its environmental goals and meet regulatory mandates, reinforcing a robust brand reputation and ensuring customer satisfaction and retention.
- Leverage PCE's existing organizational excellence to develop a compliance and risk culture. Use effective business practices and controls to identify, evaluate, and manage risks, maintaining transparency in PCE's risk management processes.

2. Governance

This section defines the overall roles and responsibilities for PCE's implementation of the ERP.

2.1. Risk Oversight Structure

Below is a high-level organization chart describing PCE's energy risk management governance.



2.1.1. Board of Directors

The Board understands and acknowledges that there is inherent risk in energy procurement. The ERP serves as a method to manage those risks. The Board is responsible for reviewing and approving the ERP. The ERP describes and quantifies PCE's risk exposure as a Community Choice Aggregator (CCA). The policies outlined in this document help PCE manage the associated risks with energy procurement.

The Board delegates the implementation and authority of the ERP and creation of the ROC to the Chief Executive Officer (CEO) and delegates the authority to the ROC to develop, implement, manage, and oversee the ERP.

The Board will review and approve changes to the Policy as needed. Additionally, the Board shall receive, at a minimum, bi-annual updates from the ROC on PCE's energy risk management activities.

2.1.2. Chief Executive Officer

The CEO holds overall responsibility for implementing the ERP. This responsibility includes ensuring the compliance of all affected PCE employees and contractors, communicating energy procurement identified risks and other relevant issues to the Board, establishing a ROC comprised of PCE staff, and delegating duties to the Risk Manager or other staff, as necessary.

2.1.3. Risk Oversight Committee

Under the ERP, the PCE Board of Directors (Board) delegates the formation and implementation of the Risk Oversight Committee (ROC) to the PCE CEO.

The ROC serves as the highest level of organizational risk management within PCE, and is responsible for developing, implementing, and maintaining the ERP. The ROC provides oversight of policy compliance and ensures that staff follow and integrate the ERP within PCE's programs, policies, and practices.

The CEO acts as the chair of the ROC. The voting members of the ROC include the CEO, Chief Financial Officer (CFO), Chief Operating Officer (COO), and the Senior Director of Power Resources, as shown in Section 2.1. PCE's General Counsel will be designated as a non-voting member of the ROC and their attendance to the ROC meetings is optional. The ROC meets quarterly, or as determined by the Risk Manager. The agenda and minutes for each meeting will be maintained by the Risk Manager. Each voting member of the ROC has one vote. A minimum of three voting members constitutes a quorum of the ROC and is required to hold a meeting and/or vote on any matter. Decisions will be made by majority vote. In addition to the voting members, the Risk Manager may serve as a voting member of the ROC as required in tie-breaker situations.

ROC voting and approval may be obtained via email. For email decisions, all voting members must submit their vote via email and decisions will be made by majority vote.

2.1.4. Risk Manager

The Risk Manager is the primary staff delegatee of the CEO with responsibility for implementing the ERP. This includes educating PCE staff on energy risk management, overseeing internal controls and processes for energy procurement activities, and ensuring the compliance of all affected PCE employees and contractors with the ERP.

The Risk Manager's responsibilities also extend to communicating energy risk management issues to the Board, Executive Team¹, and division Directors; administrative and scheduling duties related to ROC meetings; and ensuring the timely provision of reports and review of metrics in compliance with this Policy.

The Risk Manager is also responsible for scheduling, creating agendas, and taking minutes for the ROC meetings.

2.1.5. Power Procurement and Finance Teams

The CFO and Senior Director of Power Resources, and their respective staff teams, are responsible for implementing the ERP at the operational level in PCE's Front Office, Middle Office, and Back Office, following the guidelines set out by the ERP, and reporting to the ROC as required.

2.2. Policy Administration

2.2.1. Policy Approval and Implementation

The Board is responsible for reviewing and approving the ERP. The Board delegates authority to the CEO to create a staff committee, the ROC, to implement the ERP under the supervision of the CEO.

2.2.2. Policy Review

An effective ERP requires responsiveness to dynamic market conditions and technology changes. The Board shall review and approve the ERP as needed to ensure the Policy aligns with PCE's energy risk management needs and energy procurement objectives.

2.2.3. Policy Distribution and Acknowledgement

This Policy shall be distributed to all PCE employees and third-party contractors participating in any activity or transaction within the scope of the ERP, and to other PCE employees providing oversight and support for these activities. The ERP will be posted and available on the Peninsula Clean Energy public website.

All identified PCE staff participating in any activity or transaction within the scope of the ERP, or in the case of a consultant, a delegated representative authorized to bind the consultant regarding ERP obligations, shall review and sign an acknowledgement of the ERP.

¹ PCE's Executive team consists of the CEO, CFO, and COO.

3. Energy Risk Exposures

3.1. Market Risk

The term Market Risk, as applied in this Policy, specifically pertains to the risk categories associated with PCE's involvement in wholesale and retail markets as a Load Serving Entity (LSE), as well as its stakes in long-term contracts. Market Risk includes fluctuation in market prices, locational prices, congestion, market liquidity, and line losses.

3.2. Counterparty Risk

Counterparty risk is defined as the potential for economic loss to PCE due to a counterparty's failure to meet contractual obligations. Counterparty risk affects both contracts requiring physical settlement and those specifying monetary settlement. Counterparty credit risk is the potential that a counterparty to PCE will fail to fulfill its obligations, causing an adverse effect to PCE's cash flow and operations. This includes the risk of a counterparty failing to pay for energy products delivered, and the risk that a counterparty refuses to extend credit to PCE, requiring PCE to allocate additional resources to meet collateral posting requirements, straining its cash reserves and lines of credit.

3.3. Concentration Risk

Concentration Risk occurs when heavily reliance on a small pool of counterparties or single counterparty increases an entity's vulnerability to counterparty non-performance or price fluctuations.

3.4. Operational Risk

Operational risk is the potential for loss or disruption caused by weaknesses in PCE's internal processes, people, or systems. It may include failures in internal business operations such as inadequate internal controls; personnel issues; the lack or failure of systems; human error; or internal fraudulent actions. Operational risk can lead to financial losses, reputational damage, or legal liabilities for the organization.

3.5. Liquidity Risk

Liquidity risk occurs when an entity struggles to meet its financial obligations, particularly on a short-term basis, due to a shortage of liquid assets or it being unable to quickly convert other assets into cash without significant loss. Potential effects of liquidity risk include the entity failing to make on-time payments or comply with collateral calls, a credit rating downgrade, the breach of credit covenants and thresholds, or declaration of default under a contract.

3.6. Regulatory Risk

Regulatory and legislative risks pose significant challenges to CCAs, driven by fluctuating state and federal regulations, legislative actions, and CAISO market developments. These risks include potential changes in market structure, threats to autonomy, increases in exit fees, and impacts on customer bases. Additionally, CCAs face competition with traditional utilities, potential stranded asset costs, and uncertainties regarding the allocation of these costs.

3.7. Volumetric Risk

Volumetric risk represents the risk of unforeseen changes in either the quantity of MWh that PCE may generate or procure to meet our customer's needs, or unforeseen changes in the quantity of MWh that our customers use.

Volumetric risk may occur on a short- or long-term basis, resulting in the over or under procurement of energy, which in turn may cause PCE financial harm. PCE faces a larger exposure to volumetric risk in its generation portfolio, compared with similarly sized and resourced CCAs, because of its focus on procurement from variable renewable assets, such as solar and wind.

Volumetric risk can be created by factors such as weather risk, hourly demand profile risk, technology risk, demographic risk, development risk, economic risk, and environmental risk.

4. Internal Energy Risk Controls

PCE's internal energy risk controls provide a framework for ensuring processes and procedures manage risk and prevent fraud. Controls are used in preventing errors and improprieties; identifying, measuring, monitoring, controlling, and tracking risk exposures; and ensuring accurate and timely reporting of results of energy portfolio positions, transactions, and other information pertinent to management. These processes and procedures provide critical information to inform actions and decisions that balance risks, costs, and benefits for PCE.

PCE's energy procurement processes and control systems are currently and shall remain fully integrated into all PCE activities and its strategic objectives, and are consistent with the following risk management control principles:

- Segregation of duties;
- Defined procurement authority and delegations;
- Ensuring adequate human and technological resources;
- Prevention of conflicts of interest;
- Accurate, timely, and effective energy procurement and risk reporting;
- Monitoring of compliance with and effectiveness of controls;
- Preserve integrity in PCE's procurement and contracting procedures;
- Complete and precise capture of transactions and other data; and
- Appropriate consultation with legal counsel.

4.1. Segregation of Duties

Segregation of duties is a key internal control which sets out to minimize error or fraud by ensuring that no person has the ability to both commit and conceal errors or fraud in the normal course of their duties. In PCE's case, segregation of duties ensures that no person responsible for engaging in a transaction on behalf of PCE is also responsible for reviewing or settling the same transaction.

PCE maintains a strong segregation of duties, with energy procurement and risk management functions segregated as detailed below. This structure provides independent and regular management oversight for both risk-taking and risk-control activities and allows for a clear separation of duties between the Front-Office transacting and Middle Office risk-control functions.

4.1.1. Front Office

PCE's Front Office is overseen by the Senior Director of Power Resources. Front Office activities include:

- Ensuring all transactions and activities adhere to the ERP;
- Forecasting PCE's load and generation;
- Preparing the energy procurement budget and Procurement Plan, IRP preparation, and hedging strategy development;
- Implementing procurement plans within approved parameters, including solicitation management, contract negotiation, recommendation, structuring and pricing, and contract execution;
- Oversight of SC functions and development of CAISO bidding and scheduling strategies;
- Recording transactions and maintaining accurate records per the ERP; and
- Compliance reporting.

4.1.2. Middle Office

PCE's Middle Office is overseen by the Chief Financial Officer. The Middle Office provides independent oversight of the risks assumed by the Front Office when transacting energy products and services. Middle Office activities include:

- Maintaining and managing the ERP;
- Scheduling and facilitating ROC meetings;
- Procurement and risk monitoring, measurement, and reporting;
- Onboarding new counterparties, including Edison Electric Institute (EEI) & Western Systems Power Pool (WSPP) Agreements, in coordination with Front Office staff;
- Credit risk oversight, issuance of collateral, maintenance of posted collateral, monitor and maintain collateral held, and counterparty credit review;
- Maintaining and managing approved counterparty list;
- Risk oversight and analysis to support the ROC;
- Investigating and reporting ERP breaches; and
- Compliance reporting.

4.1.3. Back Office

PCE's Back Office is overseen by the Senior Director of Power Resources and provides support with a wide range of administrative activities necessary to execute and settle transactions and support risk control efforts consistent with the ERP. Back Office activities include:

- Contract administration and counterparty management;

- Monitoring and enforcing counterparty performance;
- Onboarding developing and new projects;
- Recording and confirming new and amended contracts and transactions;
- Invoicing and settlement of energy procurement transactions; and
- Compliance reporting.

4.1.4. PCE Scheduling Coordinator Agent

PCE partners with experienced consultants to provide Scheduling Coordinator Agent (SC) services which support PCE's CAISO operations. The activities of the SC are managed, directed and held accountable by PCE's Front Office, and overseen by a combination of the Front, Middle, and Back Office teams.

PCE's SC is required to adhere to this ERP when providing services to PCE. In addition, the Scheduling Coordinator's activities executed on PCE's behalf will be governed by its own risk management policies and procedures, and prudent industry practices.

4.1.5. Auxiliary Functions

The Finance group is responsible for establishing the necessary financial reserves to support PCE's load and generation portfolio, and buffer PCE against credit risks related to counterparty credit.

4.2. Conflict of Interest

PCE Representatives are prohibited from personally participating in any transaction or similar activity that is within the coverage of this Policy and that is directly or indirectly related to the trading of energy products. In addition, PCE Representatives must also comply with PCE's Conflict of Interest Code.

Any voting member of the ROC must declare if a conflict of interest exists on a voting item(s) and abstain from voting on that specific item.

If there is any doubt as to whether a conflict of interest exists, it is the voting member's responsibility to document and discuss the possible conflict of interest with legal counsel prior to participation in discussions, meetings, or votes related to the transaction at issue.

4.3. Speculation Prohibited

Speculative buying and selling of any products in the ERP or maintenance of open positions that do not conform with the ERP is prohibited.

4.4. Contracting Procedures

PCE strives to use open and competitive solicitations where possible. With respect to energy transactions, this may include using Requests for Offer (RFOs) to collect and evaluate offers for short- and long-term transactions.

PCE's Board and management recognize that open solicitations are not a practical means for engaging in all energy transactions, and accordingly permits energy transactions through other channels.

5. Energy Procurement Objectives

The following objectives are prioritized by PCE in its energy procurement:

- Providing stable and affordable rates to PCE's customers;
- Meeting PCE's Renewable Energy Goals;
- Limiting exposure to risk;
- Complying with regulatory requirements; and
- Maintaining PCE's investment grade credit rating.

6. Energy Procurement Plan

The Energy Procurement Plan (Procurement Plan) is developed by PCE's Front Office annually, guided by certain documents and Board decisions which inform PCE's energy procurement strategy, as commercially feasible under current market conditions. Once approved by the ROC, PCE's compliance with the Procurement Plan is monitored by the Middle Office and included in periodic risk reports to the Board.

The following sections outline the documents in question, and the stakeholders responsible for approving those documents.

6.1. External documents governing PCE's Energy Procurement

Document	Frequency
CPUC Mid-Term Reliability Program	Per CPUC
CPUC Resource Adequacy Program	Per CPUC
CAISO Resource Adequacy Program	Per CAISO
CPUC Renewables Portfolio Standard Program (RPS)	Per CPUC
Senate Bill 100 (SB 100)	Per CEC
Other CPUC Mandated Procurement Programs ²	Per CPUC

² State- or Fed-mandated procurement requirements, for example the CPUC's Mid-Term Reliability Procurement mandate and Resource Adequacy Program.

6.2. Board-Approved Documents Governing PCE's Energy Procurement

Document	Frequency
Integrated Resource Plan (IRP)	Bi-Annually
PCE's Strategic Plan ³	As required
Annual Budget	Annually, or as required
Energy Risk Policy	As required
Board decisions prohibiting certain procurement	As required

6.3. ROC-Approved Documents Governing PCE's Energy Procurement

Document	Frequency
Forward Strategy Sheet	Quarterly, or as required

³ Strategic Plan and associated Board documents.

7. Authority to Transact for Energy Procurement

To ensure proper controls for executing energy transactions and to facilitate the efficient operation of PCE in its ordinary course of business, the Board delegates authority to transact that is commensurate with responsibility and capability. Accordingly, by approving this Policy, the Board retains certain authority to transact, and delegates the following authorities to transact by product type, term, maturity, volume, and notional value to its ROC, staff, and Scheduling Coordinator (SC).

Authority delegated by the Board is subject to the transactions compliance with the limits, policies, and requirements outlined in the ERP.

7.1. Authority to Transact Retained by PCE's Board

Authority to transact retained by PCE's Board is detailed below:

Product Type	Term (years)⁴
Electricity Products	> 5
Resource Adequacy Products	> 5
Environmental Attribute Products	> 5
Other Approved Products	> 5
Contract Amendments (major) ⁵	n/a

In addition to the above, the Board retains authority to approve any transactions not delegated to the CEO, ROC, and staff in this Policy.

⁴ "Term" represents the number of years during which energy products will be delivered under the contract. When calculating the term of part-year contracts, PCE rounds up to the nearest full year.

⁵ Amendments to a Board-approved contract that makes material changes to the terms of the contract including but not limited to, changes to price, volume, project size, counterparty security requirements, or other amendments that impact the evaluation criteria upon which a project was approved.

7.2. Authority to Transact Delegated to the ROC

Authority to transact delegated to PCE's ROC is detailed below:

Product Type	Term (years)	Maturity ⁶ (years)
Electricity Products	<= 5	<= 6
Resource Adequacy Products	<= 5	<= 6
Environmental Attribute Products	<= 5	<= 6
Other Approved Products	<= 5	<= 6

7.3. Authority to Transact, as Delegated to the CEO

The Board and ROC may delegate transaction authority to the CEO, as shown in Table 7 above. In addition to this, authority to approve contract amendments is delegated to PCE's CEO as detailed below:

Product Type	Term (years)	Maturity (years)
Contract Amendments (minor) ⁷	any	any

⁶ "Maturity" represents the number of years between the date on which a contract is signed, and the date on which a contract term ends. When calculating the term of part-year contracts, PCE rounds up to the nearest full year. For example: A contract is signed in January 2024 for delivery of power during calendar years 2025 and 2026. The contract term is two years, ending on December 31, 2026. The contract maturity is three years.

⁷ Amendments or additional agreements to a Board-approved contract that are administrative in nature or arising from the counterparties effectuating their obligations related to the project under normal course of business and do not materially affect the terms of the agreements (e.g. implementing project financing, consent to collateral assignment, assignments, changes to forms, notice provisions, or subcontractors, insurance obligations, changes to commercial operation date, and other such administrative actions).

7.4. Authority to Transact, as Delegated to the CEO and Senior Director of Power Resources

Authority to transact delegated to PCE's CEO and Senior Director of Power Resources is detailed below:

Product Type	Term (years)	Maturity (years)
Electricity Products	≤ 2	≤ 3
Resource Adequacy Products	≤ 2	≤ 3
Environmental Attribute Products	≤ 2	≤ 3
CAISO Products	≤ 1	≤ 2
Other Approved Products	≤ 2	≤ 3

7.5. Authority to Transact Delegated to Authorized PCE Front Office Staff

Authority to transact delegated to authorized PCE Front Office staff is detailed below:

Product Type	Term (years)	Maturity (years)
Resource Adequacy Products	≤ 1	≤ 2
Electricity Products	Balance of the month (BOM), M+1	≤ 2
CAISO Products	≤ 1	≤ 2

7.6. Delegation of Authority

The transaction authority detailed above may be sub-delegated in accordance with the following principles:

- The ROC may delegate transaction authority to the CEO.
- The CEO may delegate the approval of Minor Contract Amendments to the CFO or Senior Director of Power Resources.

Each instance of delegation of authority must be documented by the Front Office. The use of sub-delegations of authority will be considered by the ROC in its periodic review of the ERP, to ensure PCE's proper and efficient operation.

8. System of Record

PCE is required to capture complete and precise transaction data and maintain a set of records for all transactions executed in association with its procurement activities. All transaction records will be maintained in US dollars, and separately recorded and categorized by type of transaction and other characteristics, in line with standard industry practice.

PCE's System of Record shall be auditable and audited as appropriate, and records shall be retained by PCE consistent with its approved Records Retention Policy.⁸

⁸ PCE Policy Number 20 d. See www.peninsulacleanenergy.com/key-documents.

9. Risk Reporting

Risk reports are provided in accordance with the procedures detailed below.

9.1. Reporting Breaches of the ERP

An ERP breach represents an event in which PCE staff or its Consultant failed to follow the conditions of the Policy, regardless of whether the breach was intentional. The proper reporting and resolution of breaches of the ERP are crucial to PCE's energy procurement risk monitoring and management processes. Breaches of the ERP are reported as follows:

Report Name	Reported By	Reported To	Timeline
Initial Breach Report: Reports occurrence of breach and known facts. Initial Breach Report to contain the following information: • Brief description of the breach • Who made the breach • How the breach was discovered • Why the breach was made	Cognizant party	Risk Manager	Within 2 business days of knowledge of the breach
Follow-up Breach Report: Middle Office collaborates with PCE staff and prepares report for the ROC. Follow-up Breach Report to contain the following information: • Description of the breach, including who made the breach, how the breach was discovered, and why the breach was made • Is there anything that could have prevented the breach • Corrective action to ensure the type of breach does not occur again (i.e., training, changes to internal processes and procedures, updates to the ERP)	Middle Office	ROC	Middle Office to schedule

Board Breach Report: Summary of breaches and resolutions, including breaches already escalated to the Board by the ROC.	Middle Office	Board	At a minimum, annually
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9.2. Reporting Exceptions to the ERP

The ROC has the authority to make exceptions to the ERP in limited circumstances. Exceptions are requested and reported as follows:

Report Name	Provided By	Provided To	Resolution Needed	Completion Timeline
Exception Request: Details the exception being requested and the business case for approving the exception. The business case should include any potential costs, potential credit exposure, potential increase to the budget, and potential avoidance of penalties/fines by approving the exception.	Requesting party	ROC, through Middle Office	Not applicable	Not applicable
Exception Review: Review and analysis of exceptions requested, granted, and/or denied.	Middle Office	ROC	Yes	<= 5 Business Days
Report to the Board: Summary of approved exceptions to the ERP, including exceptions already escalated to the Board.	Middle Office	Board	No	At a minimum, annually



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: November 9, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Rafael Reyes, Senior Director of Energy Programs
SUBJECT: Community Energy Programs Quarterly Report

DISCUSSION

SUMMARY

The following programs are in progress, key metrics are provided in the table here and detailed information is provided below.

Buildings

Appliance	3,754 measures rebated (+132 M/M); 744 loans issued (+47 M/M) 2021-2014 phase (old): 305 homes completed. Closed.
Home Upgrade	2024- phase (new): soft launched in September, no new installs yet.
GovBE	5 proposals selected for funding, \$1M in incentives and \$1.6M in loans.
Reach Codes	3 cities have adopted new “energy performance” reach codes post-Berkeley lawsuit.

Distributed Resources

Residential Solar + Storage	Targeting 200 installs for low-income customers. Currently at over 370 pre-qualified customers.
FLEXmarket	597 installs successfully completed under our general market program. Enrollment is currently closed.. 50 residential building electrification projects being tracked, 11 commercial energy efficiency projects being tracked

	Round 1: 12 sites, 1.7MW solar. 3 sites live, 8 complete construction.
GovPV	Round 2: 24 sites, 3.5 MW solar.
	Round 3: 12 sites, 6+MW solar, 10+MWh storage.
Transportation	
EV Charging	Ports to date: 1,208 (+93 Q3 to Q4). Pipeline: 3,500+
Used EV	697 EVs since 2021. (+17 M/M)
E-Bikes	Total 1,070, 265 e-bikes in 2024.
GovEV (fleets)	11 agencies enrolled. 30+ chargers in progress with Menlo Park and 8 chargers in progress with Burlingame.
Managed Charging	700+ enrolled. Future program options under evaluation.

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 no-cost technical assistance, model codes and other tools. The tools and model code language are available on the project website (www.BayAreaReachCodes.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 publicly available at www.AllElectricDesign.org. In December 2020, the Board approved to extend the contract with TRC Engineers include technical assistance for developing policy for existing buildings. In February 2022 the Board extended the initiative for another two years.

Status

- **City Progress:** East Palo Alto, Brisbane, Burlingame adopted a post-Ninth Circuit building code
- **Berkeley 9th circuit ruling** – In April 2023, the 9th circuit court of appeals ruled against Berkeley in a case brought by the California Restaurant Association and funded by Sempra (SoCalGas.) Berkeley’s requested for an En Banc rehearing was declined this month.
 - The Berkeley ruling does not impact EV charging reach codes
 - Alternative building electrification model codes have been created to allow cities to adopt codes that would represent a distinctly different legal approach than the Berkeley approach.
 - Some member agencies have paused enforcement of all-electric reach codes, while others are continuing to enforce their all-electric mandates.
 - Multiple San Mateo jurisdictions are considering updating their reach codes using alternative model code approaches. Also, San Jose, San Luis Obispo, Santa Cruz, and Los Altos Hills have already adopted alternative codes.

For more information, please visit <https://bayareareachcodes.org/>

2 Buildings Programs

2.1 Appliance Rebates and Zero Percent Loans

Background: In May 2020, the Board approved an initial 4-year plan for electrifying existing buildings. This included implementing an appliance rebate program. Peninsula Clean Energy launched the heat pump water heater (HPWH) rebates in January 2021. Additionally, in August 2021, the Board approved an On-Bill Financing program (now referred to as the Zero Percent Loan program) to be treated as a balance sheet asset and not part of the annual budget. The program offers qualified residential customers a 0% interest loan up to \$10,000 to fund the cost of eligible electrification and complementary electrical and energy efficiency upgrades.

On October 17, 2022, Peninsula Clean Energy launched its Zero Percent Loan program and rolled out modifications and enhancements to the Appliance Rebates Program including increasing its HPWH rebate, launching a new heat pump heating ventilation and air conditioning (HVAC) rebate, and other updates.

Status: Updates were instituted in October 2023 including adjusting the rebate amounts and shortening the finance term to 5 years to establish a more sustainable “revolving fund”. Additional rebate amount adjustments were made in November 2024. HPWH uptake has declined, likely due to exhausted state TECH program incentives. The summary table at the top of this memo summarizes the number of rebates and loans issued as of November 6, 2024. Development of a turnkey electrification service to provide greater customer support and complement the incentives is under development and will launch by the end of November. The turnkey service will be a unified service with the low-income direct-install program. See below for details.

For more information, please visit <https://pencleanenergy.com/all-electric-homes>

2.2 Home Upgrade Service (includes Low-Income Direct-Install)

Background: In May 2020, the Board approved \$2 million for implementing a direct-install low-income home upgrade program to offer minor home repair, energy efficiency, and electrification measures to income-qualified homeowners at no cost to them. The measures implemented in each home will vary depending on the home’s needs but will include at least one electrification measure such as installing a HPWH or replacing a gas stove with an electric induction stove. The program launched on September 28, 2021. The Board approved a contract extension for \$1.5 million in February 2023 which included more homes for the current service plus 4-6 whole home electrification upgrades. The contract for this phase of the program ended June 30, 2024. The program served 305 homes, including 9 homes who received whole home electrification as part of a pilot within the program.

Following a competitive selection process, the Board approved the \$26M contract with Franklin Energy on February 22, 2024 for the next phase of the program, which will include a scaling-up the number of low-income homes served with whole home electrification upgrades at no-cost to these residents, offering turnkey electrification services to non-income qualified residents at a low cost, and launching an emergency heat pump water heater replacement service. Silicon Valley Clean Energy (SVCE) also contracted with Franklin for the joint program.

Status: PCE and SVCE jointly worked with Franklin on program design and start up tasks. PCE soft launched the low-income no-cost electrification segment of the program in late August by contacting a waitlist of customers collected in the previous phase of the program. As of November 6, 2024, 17 home assessments have been completed and 7 customers have signed on to move forward with installations. Installations have not begun yet but are expected to by December. The turnkey electrification services for non-income qualified residents and emergency water heater replacement service would follow will launch by the end of November.

For more information, please visit <https://pencleanenergy.com/home-upgrade-program/>

2.3 Local Government Building Electrification Program (GovBE)

Background: In August 2023, the Board approved a local government building electrification program to help fund building electrification at local government facilities. The program will offer roughly \$1 million per year in incentives and creates a \$10 million dollar revolving loan fund. Incentives are based on therms saved at a given facility. Incentives and loan are capped at \$600k per jurisdiction per year, each. The program requires a 25% cost-share from non-PCE funds, and will have a streamlined, annual application process.

Status: Five project applications have been selected for funding for the current year, totaling \$1 million in incentives and \$1.6 million in loans. Projects include:

- A pool heating electrification project,
- Portfolio-wide municipal decarbonization at a city
- Portfolio-wide HVAC electrification at a city
- A project installing seven HPHW across multiple facilities
- A project electrifying HVAC at a child development center

A separate \$5 million from the surplus funds were allocated for schools however, no schools submitted for funding in this round. PCE plans to re-open the application for schools in the upcoming months and is in discussions with the San Mateo County Office of Education on rollout.

For more information, please visit <https://pencleanenergy.com/government-programs>

3 Distributed Energy Programs

Peninsula Clean Energy has Board-approved strategies for the promotion of 20 MW of new distributed energy resources in San Mateo County and is advancing distributed energy resources to provide resilience, lower decarbonization costs, provide load shaping to support our strategic goal for 24/7 renewables. The projects described below are efforts towards meeting both of these goals.

3.1 Solar and Storage for Public Buildings (“GovPV”)

Background: The Solar and Storage for Public Buildings / GovPV Program is aimed at aggregating local government facilities into a group procurement of solar and optionally storage systems. Peninsula Clean Energy provides no-cost site assessments and preliminary designs as well as manages the procurement process. Participating sites have systems installed as part of power purchase agreements directly with Peninsula Clean Energy. As part

of the pilot phase or “GovPV1,” in October 2020, the Board approved initial site evaluation services and in March 2022, the board approved up to \$8 million in capital for system installations to be repaid over 20 years and \$600,000 for technical assistance on the second round of the aggregated solar program. At the January 2023 Board Meeting, the Board of Directors approved the installation contract and power purchase agreements with participating agencies in the first round. 12 PPAs were signed with 10 jurisdictions for a total of 1.74 MW solar. Battery storage systems are planned for 3 of the sites but will not move forward until after the solar systems are operational due to NEM2 grandfathering rules.

Round 2 - or GovPV2 - was approved by the Board in January 2024. This portfolio is larger at 24 sites and 3.5MWdc. McMillan Electric is the EPC provider this portfolio, and they are assuming development and construction on the majority of the Round 1 portfolio. PCE’s contract with McMillan is for up to \$23 million for their EPC services. All projects in rounds 1 and 2 are being pursued as NEM 2 projects, and are slated to become operational by April 2026.

Round 3 – or GovPV3 – is under development and includes much larger project sites that necessitate the inclusion of battery storage. In order to fund the capital required to build these projects, PCE is beginning to look at external financing options.

Status

As of November 1, 2024, 4 systems are operational (Brisbane Mission Blue Center, San Carlos Youth Center, Millbrae Recreation Center, and San Mateo County Health Services Administration). 5 are substantially complete but awaiting PG&E to complete upgrades to its system it deemed necessary during the interconnection process. 3 are in construction with substantial completion expected by end of year. Some sites have been waiting over 1 year on PG&E, and we have no control over their timeline. Staff expects this to be a continual challenge with distributed generation projects.

For Round 2, 13 agencies with a total of 24 facilities are in advanced development. Eighteen projects have executed Power Purchase Agreements (PPAs) and construction drawings are in development. Other sites are in various stages of design and PPA approvals. McMillan Electric is currently working on construction plans for the first tranche of projects that will be ready for construction. These include eight agencies for a total of 15 sites. Plans will be used to apply for permits. These projects are expected to begin construction in 2025 and will be commissioned by late 2025 / early 2026.

For Round 3, staff is currently in early consultancy with agencies and has interviews with a shortlist of prospective developers. Staff has also created internal solar + storage financial models which inform optimized energy storage dispatch strategies and impacts to customer financials. Staff forecasts that this portfolio will include 12 sites with a total of >5MW of solar and >10MWh of battery storage. The previous portfolios have been funded directly with Peninsula Clean Energy capital. In order to fund this much larger portfolio, staff is evaluating external financing solutions that will allow us to utilize a low cost of capital.

For more information, please visit <https://pencleanenergy.com/government-programs>

3.2 Residential Solar + Battery Backup

Background: Peninsula Clean Energy’s programs for residential solar are split up into two

customer segments: general market and low income. The general market program is referred to as Residential Solar + Battery Backup, and is currently closed for new enrollments. The low-income program is referred to as the SGIP Assistance Program, detailed below.

The Residential Solar+ Battery Backup program utilizes batteries that were deployed by Sunrun and provide backup power to each home. These batteries are discharged daily to reduce PCE's peak load. PCE will receive >1.5MW of daily peak load reduction through 2032. Enrollment in the program closed in 2022 and PCE has been developing a successor program.

In the meantime, PCE has developed a program to help low-income single-family homeowners access the State of California's Self-Generation Incentive Program (SGIP). SGIP provides behind-the-meter (BTM) storage or solar + storage systems to eligible low-income single-family homeowners to deliver bill savings and resilience benefits. The program will leverage SGIP incentives which are expected to mostly or fully fund the installation of systems for income qualified customers. PCE is targeting 200 total installations at low-income customer sites, most of which we expect will be fully funded by the State. This would result in approximately 1MW of solar and 2.5MWh of battery storage. In October, the Board approved the contract with the competitively selected developer Haven Energy to manage installation of the systems.

Status: PCE opened the program to help customer access SGIP funds in August 2024. PCE has received 509 interest forms, and they provided initial approvals to 371 customers. SGIP is not open for applications yet, and it is not known when it will open. PCE currently estimates that it could open Q2 2025, but that could change.

3.3 FLEXmarket

Background: In November 2021 the Board approved a program plan for the establishment of an innovative "virtual power plant" using what is known as FLEXmarket. FLEXmarket is a market-based program structure that provides incentives to program "aggregators" to implement programs for energy efficiency and load shaping. The novel elements of the structure include a "pay-for-performance" approach which only provides incentives on confirmed performance using meter data. This novel structure was innovated by MCE and is also being implemented by East Bay Community Energy and Sonoma Clean Power. In addition, the program plan was developed for submission to the CPUC to allow Peninsula Clean Energy to run the program with fully reimbursed funding through the CPUC. Peninsula Clean Energy's billing data services provider Calpine has entered into a strategic partnership with the firm Recurve to provide FLEXmarket services through a streamlined structure. Providers of energy efficiency and building electrification equipment can apply for incentives through this program. In addition, Peninsula Clean Energy is submitting its own projects to receive CPUC funds under the program.

Staff developed the commercial version of the program and launched the market in July 2023. Like the residential version, providers of commercial energy efficiency and building electrification equipment, as well as aggregators of these projects, can pursue incentives through the Commercial FLEXmarket.

Status: Approximately \$3 million out of the allocated \$4.6 million has been reserved. Operational refinements to the program are ongoing. Staff is working with CPUC energy

division on clarifications to its budgetary process and is evaluating the opportunity to apply for additional funding for CY2025-2028.

For more information, please visit <https://pencleanenergy.com/flexmarket>

3.4 Community Solar, DAC-GT & CSGT

Background: The Disadvantaged Communities Green Tariff program (“DAC-GT”) and associated Community Solar Green Tariff (“CSGT”) are community solar programs developed by the California Public Utilities Commission (CPUC) to enable DAC residents to participate in renewable energy projects, and to promote development of renewable projects in DACs. Participating customers will receive a 20% discount on their full electric bill (PG&E and Peninsula Clean Energy charges). Peninsula Clean Energy administers these programs on behalf of its customers.

Peninsula Clean Energy began enrolling DAC-GT customers in San Mateo County in January 2022 and customers in Los Banos in April 2022. Those customers are currently served by an interim resource procured from Marin Clean Energy pending Peninsula Clean Energy’s procurement of a new renewable resource for the program.

Per the CPUC DAC program guidelines, Peninsula Clean Energy is authorized to procure up to 3MW of solar capacity. Until a new solar resource is procured, Peninsula Clean Energy will serve customers from MCE’s interim resource. Peninsula Clean Energy executed a PPA with Marin Clean Energy for its existing Goose Lake Solar project, which meets DAC program guidelines, to provide for its DAC customers until a permanent resource is procured.

Status: The program is currently serving approximately 1,000 customers. Peninsula Clean Energy signed a PPA with Renewable America, LLC for a 3MW solar resource located in Dos Palos, CA, approximately 15 miles southeast of the City of Los Banos. This project is expected to be commissioned in early 2025.

In June, staff expanded their contract with MCE’s interim resource Goose Lake Solar to 3.74MWdc. This will allow more customers to subscribe to the program and receive on-bill benefits. In total, once new project in Dos Palos comes online, staff expects that more than 2,000 low-income customers will gain access to community solar subscriptions, resulting in a 20% bill discount for each customer.

4 Transportation Programs

4.1 Used Electric Vehicle (EV) Rebate Program

Background: Launched in March 2019, the Used EV Rebate Program provided a used EV incentive, up to \$4,000, to income-qualified residents in the service territory (those making 400% of the Federal Poverty Level or less). In October 2020, the Board approved expanding the program to offer used EV incentives to all residents in the service territory, while maintaining the increased incentives for income-qualified residents. In February 2021, Peninsula Clean Energy executed a competitively bid contract with GRID Alternatives (“GRID”) to administer the expanded program. The program was reconfigured at the start of 2024 to align with the new \$4,000 used EV federal Clean Vehicle Credit, allowing customers to seamlessly combine the PCE rebate and federal rebate at the point of sale, providing up to \$6,000 in downpayment assistance. The PCE rebate was also limited to low- and moderate-

income customers only at that time.

Status: 697 rebates have been provided throughout the program history, including ~200 since major changes were made in January 2024. Administration is now done internally by PCE staff. Grid Alternatives is assisting with “EV Advisor” services, helping customers navigate various rebate programs they may qualify for, in addition to PCE’s rebate, and providing general EV adoption outreach assistance.

For more information, please visit <https://pencleanenergy.com/usedev/>

4.2 “EV Ready” Charging Design Assistance & Incentive Program

Background: In December 2018, the Board approved the EV Ready program, consisting of EV charging infrastructure incentives and technical assistance. The California Energy Commission (CEC) invested an additional \$12 million in San Mateo County for EV fast charging. The program is open and available to multi-family housing, affordable housing, workplace charging, and general public-access sites, through there is a general focus on multi-family housing, which has been a historically underserved population in state EV charging programs.

PCE offers free project design assistance, facilitated through CLEAResult. There are currently early 300 active projects receiving this assistance and, on average, projects receiving assistance more than double the overall size of their EV charging projects.

Status: The program has helped the community install over 1,200 chargers (2/3 at multi-family housing) with more than 3,500 additional chargers in progress. Recent notable projects include 92 smart outlets installed at a condominium in East Palo Alto and 10 chargers installed at a Park and Ride location in Brisbane. The EV Ready program was an award winner at the 2024 CalCCA conference and is a statewide model with installation costs well below other similar programs. Key elements of the program are being replicated by a number of other programs. PCE staff presented at a number of upcoming state and national events and were featured in a recent CleanTechnica [podcast](#).

Staff implemented program changes in October 2024, including a reduction in the incentive level for Level 2 chargers from \$5,500 to \$4,500, made possible through a recent RFQ that received lower-cost charging options.

PCE is currently leading an innovation grant opportunity to develop new EV charging systems that can be submeter to an multi-family residential unit, even though the charger is connected to a separate meter, to reduce or eliminate price markups experienced by EV drivers that utilize third-party charging systems. Staff are reviewing proposals now and collaborating with SVCE, SJCE, and PG&E.

For more information, please visit <https://pencleanenergy.com/ev-ready/>

4.3 E-Bikes for Everyone Rebate Program

Background: The Board initially approved the income-qualified E-Bikes Rebate program in July 2020 and runs in annual cycles to provide rebates to residents with low to moderate incomes. The program has provided nearly 1,000 rebates since 2021. Customers can use the rebate either at qualifying bike shops for a point-of-sale discount or through RidePanda, a

local provider of e-bike leases. Several additional bike shops were added in 2024, including Kevin's Bikes in Merced, a convenient option for Los Banos customers.

Status: This program opened in mid-June and closed to new applications in October. 265 e-bikes have already been purchased in the 2024 round. PCE partnered with local community groups in program promotion and many of these groups also assisted customers in application submission.

For more information, please visit <https://www.pencleanenergy.com/ebikes>

4.4 Public EV Fleet Program (GovEV)

Background: The Board approved the GovEV Fleet Program in November 2020. This program is comprised of three components to help local agencies begin their fleet electrification efforts: hands-on technical assistance, 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. In August 2022, the Board of Directors approved a contract with Optony to assist in the administration of this program and further approved an extension with Optony in March 2024.

Status: 11 cities have enrolled, including: Menlo Park, Burlingame, San Mateo, South San Francisco, Daly City, San Carlos, Foster City, Millbrae, Brisbane, San Bruno, and East Palo Alto are now receiving technical assistance. Menlo Park plans to install 30+ charging stations for fleet vehicles at the City Hall, Police Department, and Corporation Yard and Burlingame is moving forward with 8 chargers at their Corporation Yard.

Staff are developing guidance on resiliency options for EV fleets, to be published shortly.

For more information, please visit <https://pencleanenergy.com/government-programs>

4.5 EV Managed Charging Pilot

Background: Peninsula Clean Energy aims to facilitate EV charging that avoids expensive and polluting evening hours through “managed charging” systems. This work is in the second phase of a pilot. In 2020, Peninsula Clean Energy ran a proof-of-concept pilot for EV managed charging with startup FlexCharging to test timing of EV charging through vehicle-based telematics. The pilot is in Phase 2 with a larger set of vehicles. In October of 2021, the Board approved a contract up to \$220,000 with the University of California, Davis’ Energy Economics Program (DEEP) to develop and advise on an incentive structure experiment that will be used to inform the Peninsula Clean Energy managed charging program design. In November, the Board approved a contract up to \$220,000 with ev.energy as the platform provider for EV managed charging services.

Status: Staff have conducted an internal analysis and researchers from UC Davis will begin independent analysis shortly. The experiment showed that EV smart charging has major challenges in load shifting, including significant self-selection bias as customers who joined were already load shifting, and high ongoing platform costs. Staff are exploring other options, including proactive outreach to customers on rate optimization and cost savings through scheduled off-peak charging.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: November 8, 2024
MEETING DATE: November 21, 2024
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Roy Xu, Senior Director of Power Resources
SUBJECT: Energy Supply Procurement Quarterly Report

BACKGROUND

In January 2020, the Board approved Policy Number 15 – Energy Supply Procurement Authority. “Energy Procurement” shall mean all contracting for energy and energy-related products for Peninsula Clean Energy, including but not limited to products related to electricity, capacity, energy efficiency, distributed energy resources, demand response, and storage. Energy Supply Procurement Authority is exercised according to the following guidelines:

1. Short-Term Agreements:

- a. Chief Executive Officer (CEO) 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. CEO 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.
- 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.

Table 1

Product	Year-Ahead Compliance Obligation	Term Limit
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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 November 31 st of the prior year	Up to 36 months
System Resource Adequacy	In year 1, must demonstrate capacity to meet 90% of system obligation for summer months (May – September) by November 31 st of the prior year	Up to 12 months
Flexible Resource Adequacy	In year 1, must demonstrate capacity to meet 90% of monthly flexible obligation by November 31 st of the prior year	Up to 12 months

2. Medium-Term Agreements:

CEO, 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 :

CEO, 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.

DISCUSSION

This memo summarizes all Short-Term and Medium-Term Energy Supply Procurement agreements entered into by the Chief Executive Officer since the last regular Board meeting in August 2024. This summary is provided quarterly to the Board for information purposes only.

Execution Month	Purpose	Counterparty	Term
August	Purchase of GHG-Free Energy	BP Energy Company	12 Months
August	Purchase of GHG-Free Energy	Pacific Gas and Electric Company	6 months

August	Purchase of Hedge Energy	NextEra Energy Marketing, LLC	6 Months
August	Purchase of Hedge Energy	Mercuria Energy America, LLC	1 month
August	Purchase of Hedge Energy	Constellation Energy Generation, LLC	14 months
August	Purchase of Hedge Energy	Morgan Stanley Capital Group Inc.	12 Months
August	Sale of Resource Adequacy	Central Coast Community Energy	1 month
August	Sale of Resource Adequacy	Avangrid Renewables, LLC	1 month
August	Sale of Resource Adequacy	Central Coast Community Energy	6 months
August	Sale of RA Energy	Central Coast Community Energy	1 month
September	Purchase of GHG-Free Energy	Shell Energy North America (US), L.P.	4 months
September	Purchase of GHG-Free Energy	Sonoma Clean Power Authority	3 months
September	Sale of GHG-Free Energy	San Diego Community Power	3 months
September	Sale of PCC1 Energy	City of Anaheim	5 months
September	Sale of PCC1 Energy	City of Anaheim	5 months
September	Sale of PCC1 Energy	Calpine Energy Solutions, LLC	5 months
September	Sale of Resource Adequacy	Calpine Energy Services, L.P.	5 months
September	Sale of Resource Adequacy	Central Coast Community Energy	5 months
September	Sale of Resource Adequacy	City of Rancho Cucamonga	1 month
September	Sale of Resource Adequacy	Dynegy Marketing and Trade LLC	1 month
September	Sale of Resource Adequacy	MAG Energy Solutions	7 months
October	Purchase of GHG-Free Energy	Shell Energy North America (US), L.P.	3 months
October	Purchase of GHG-Free Energy	Energy Keepers Inc.	2 months
October	Purchase of GHG-Free Energy	Ava Community Energy Authority	2 months
October	Sale of Resource Adequacy	Central Coast Community Energy	3 months
October	Sale of Resource Adequacy	Central Coast Community Energy	3 months

October	Sale of Resource Adequacy	Calpine Energy Services, L.P.	1 month
October	Sale of Resource Adequacy	Central Coast Community Energy	3 months
October	Sale of Resource Adequacy	BP Energy Company	2 months
November	Purchase of GHG-Free Energy	Constellation Energy Generation, LLC	24 Months
November	Sale of GHG-Free Energy	Morgan Stanley Capital Group Inc.	2 months

STRATEGIC PLAN

The above contracts executed in August, September, October, and November 2024 support the Power Resources Objective 2 for Procurement: Procure power resources to meet regulatory mandates and internal priorities at affordable cost.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: November 15, 2024

MEETING DATE: November 21, 2024

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Acronym List

ATTACHMENTS:

[ACRONYMS - as of 02-01-2024.pdf](#)

COMMONLY USED ACRONYMS AND KEY TERMS

AB xx – Assembly Bill xx
ALJ – Administrative Law Judge
AMP - Arrears Management Plans
Apple Valley Choice Energy
AQM – Air Quality Management
Ava – Formally East Bay Community Energy
BAAQMD – Bay Area Air Quality Management District
BLPTA – Buyer Liability Pass Through Agreement
CAC – Citizens Advisory Committee
CAISO – California Independent System Operator
CalCCA – California Community Choice Association
CAM – Cost Allocation Mechanism
CAP – Climate Action Plan
CAPP – California Arrearage Payment Program
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)
CCCFA – California Community Choice Financing Authority
CC Power – California Community Power
CEC – California Energy Commission
Clean Energy Alliance – CCA in
CPA – Clean Power Alliance
Clean Power SF
CPP - Critical Peak Pricing
CPSF – Clean Power San Francisco
CPUC – California Public Utility Commission (Regulator for state utilities) (Also PUC)
CSD – California Department of Community Services and Development
CSGT - Community Solar Green Tariff
Customer Centricity - culture, framework and business strategy based on providing a positive customer experience and building long-term relationships
DA – Direct Access
DAC-GT - Disadvantaged Communities Green Tariff
DER – Distributed Energy Resources
Desert Community Energy
DG – Distributed Generation
DOE – Department of Energy
DR – Demand Response
DRP – Demand Response Provider
DRP/IDER – Distribution Resources Planning / Integrated Distributed Energy Resources
EBCE – East Bay Community Energy now known as Ava Community Energy
ECOplus – PCE’s default electricity product, 50% renewable and 50% carbon-free (in 2021)
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
 EPIC – Energy for Palmdale’s independent Choice
 ESP – Electric Service Provider
 ESS – Energy Storage Systems
 ESSA – Energy Storage Services Agreement
 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
 GWh – Gigawatt Hours (Energy) = 1000 MWh
 Heavy Duty Vehicle – large vehicles such as busses and long-haul trucks
 HPWH – Heat Pump Water Heater
 HP HVAC – Heat Pump Heating, Ventilation, and Air Conditioning
 HR xx – House of Representatives Bill xx
 IDER – Integrated Distributed Energy Resources
 IGFC – Income Graduated Fixed Charge
 IOU – Investor-Owned Utility (e.g. PG&E, SCE, SDG&E)
 IJIA – Infrastructure Investment and Jobs Act
 IRA – Inflation Reduction Act
 IRP – Integrated Resource Plan
 IVR – Interactive Voice Response
 ITC – Investment Tax Credit (it’s a solar tax credit)
 JCC – Joint Cost Comparison
 JPA – Joint Powers Authority
 JRC – Joint Rate Comparison
 JRM – Joint Rate Mailer
 kW – kilowatt (Power)
 kWh – Kilowatt-hour (Energy)
 Lancaster Energy
 Light Duty Vehicle - passenger vehicles such as cars and small pickup trucks
 LDS – Long Duration Storage
 LDES – Long Duration Energy Storage
 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
 Mid Duty Vehicle – vehicles such as passenger vans
 MW – Megawatt (Power) = 1000 kW
 MWh – Megawatt-hour (Energy) = 1000 kWh

MTR – Mid-Term Reliability
 MUD – Multi-unit Dwelling
 NBCs – non-bypassable charges
 NBT – Net Billing Tariff
 NEM – Net Energy Metering
 NERC – North American Electric Reliability Corporation
 NDA – Non-Disclosure Agreement
 NG – Natural Gas
 OBF – On-bill Financing
 OBR – On-bill Repayment
 OCPA – Orange County Power Authority
 OES – Office of Emergency Services
 OIR – Order Instituting Rulemaking
 PACE – Property Assessed Clean Energy
 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)
 PCEA – Peninsula Clean Energy Authority
 PCIA – Power Charge Indifference Adjustment
 PCL – Power Content Label
 Pioneer Community Energy
 PLA – Project Labor Agreement
 POU – Publicly Owned Utility
 Pomona Choice Energy
 PPA – Power Purchase Agreement
 PPSA – Project Participation Share Agreement (CC Power)
 PRIME – Pico Rivera innovative Municipal Energy
 PSPS – Public Safety Power Shutoff
 PV – Photovoltaics (solar panels)
 Rancho Mirage Energy Authority
 RA – Resource Adequacy
 RE – Renewable Energy
 REC – Renewable Energy Credit/Certificate
 Redwood Coast Energy Authority
 RICAPS - Regionally Integrated Climate Action Planning Suite
 RPS – California Renewable Portfolio Standard
 S xx – US Senate Bill xx
 SB xx – CA Senate Bill xx
 Santa Barbara Clean Energy
 SBP – Solar Billing Plan
 SCP – Sonoma Clean Power
 SDCP – San Diego Community Power
 SJCE – San Jose Clean Energy
 San Jacinto Power
 SJVAPCD - San Joaquin Valley Air Pollution Control District
 SMD – Share My Data, interval meter data
 SQMD – Settlement Quality Meter Data
 SVCE – Silicon Valley Clean Energy
 TOB – Tariff on Bill

TOU Rates – Time of Use Rates

Valley Clean Energy

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

WWGPI - West-Wide Governance Pathways Initiative