AGENDA
COMMUNITY ADVISORY COMMITTEE
Monday, June 25, 2018
1:00 P.M.
50 Santa Rosa Avenue, 5th Floor, Santa Rosa, California

I. CALL TO ORDER

II. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

(Comments are restricted to matters within the Committee jurisdiction. The Committee will hear public comments at this time for up to thirty minutes. Please limit your comments to three minutes.)

III. COMMUNITY ADVISORY COMMITTEE REGULAR CALENDAR

1. Review and approve the May 24, 2018 meeting minutes of the Community Advisory Committee

2. Receive Operations Report

3. Review and recommend contract between Electric Motor Werks and SCP for residential EV charger program

IV. COMMITTEE MEMBER ANNOUNCEMENTS

V. ADJOURN

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk at (707) 978-3463, as soon as possible to ensure arrangements for accommodation.
### COMMONLY USED ACRONYMS/TERMS TO KNOW

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>CAC</td>
<td>Community Advisory Committee</td>
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<tr>
<td>CAISO</td>
<td>California Independent Systems Operator</td>
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<td>CAM</td>
<td>Cost Allocation Mechanism</td>
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<td>CCA</td>
<td>Community Choice Aggregation</td>
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<td>CEC</td>
<td>California Energy Commission</td>
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<tr>
<td>CleanStart</td>
<td>SCP’s default service</td>
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<td>CPUC</td>
<td>California Public Utility Commission</td>
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<tr>
<td>DER</td>
<td>Distributed Energy Resource</td>
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<td>ERRA</td>
<td>Energy Resource Recovery Account</td>
</tr>
<tr>
<td>EverGreen</td>
<td>SCP’s 100% renewable, 100% local energy service</td>
</tr>
<tr>
<td>Geothermal</td>
<td>A locally-available, low-carbon baseload renewable resource</td>
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<tr>
<td>GHG</td>
<td>Greenhouse gas</td>
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<tr>
<td>GRC</td>
<td>General Rate Case</td>
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<tr>
<td>IOU</td>
<td>Investor Owned Utility (e.g., PG&amp;E)</td>
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<tr>
<td>IRP</td>
<td>Integrated Resource Plan</td>
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<tr>
<td>JPA</td>
<td>Joint Powers Authority</td>
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<tr>
<td>MW</td>
<td>Megawatt (Power = how fast energy is being used at one moment)</td>
</tr>
<tr>
<td>MWh</td>
<td>Megawatt-hour (Energy = how much energy is used over time)</td>
</tr>
<tr>
<td>NEM</td>
<td>Net Energy Metering</td>
</tr>
<tr>
<td>NetGreen</td>
<td>SCP’s net energy metering program which gives its customers financial credit</td>
</tr>
<tr>
<td>PCIA</td>
<td>Power Charge Indifference Adjustment (This fee is intended to ensure that</td>
</tr>
<tr>
<td></td>
<td>customers who switch to SCP pay for certain costs related to energy</td>
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<tr>
<td></td>
<td>commitments made by PG&amp;E prior to their switch.)</td>
</tr>
<tr>
<td>ProFIT</td>
<td>SCP’s “Feed in Tariff” program for larger local renewable energy producers</td>
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<tr>
<td>PV</td>
<td>Photovoltaics for making electric energy from sunlight</td>
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<tr>
<td>REC</td>
<td>Renewable Energy Credit – used to track all renewable energy for compliance</td>
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<tr>
<td></td>
<td>in California.</td>
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<tr>
<td>SCP</td>
<td>Sonoma Clean Power</td>
</tr>
<tr>
<td>TOU</td>
<td>Time of Use, used to refer to rates that differ by time of day and by season</td>
</tr>
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Minutes
COMMUNITY ADVISORY COMMITTEE
Thursday, May 24, 2018
1:00 P.M.
50 Santa Rosa Avenue, Santa Rosa, California

I. CALL TO ORDER

The meeting was called to order by Chair Dowd at 1:01 P.M.

Committee members present: Dowd, Fenichel, Quinlan, Sizemore, Wells, Brophy, Nicholls and Como

Staff present: Geof Syphers, Chief Executive Officer and Stephanie Reynolds, Director of Internal Operations

II. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

Andy Ferguson, member of Friends of the Climate Action Plan of the City of Santa Rosa stated that the City Council of Santa Rosa passed a resolution to have a study session concerning full electrification of homes based on public safety and general movement away from natural gas. He strongly encourages SCP to help coordinate with the entities involved.

Tom Amato, Chair of Oakmont Democratic Club stated support for the recommendation made by Andy Ferguson.

Chris Thompson, Stated support for Andy Ferguson and reiterated support for all electric homes, and SCP helping lead a study session.

Steven Pierce, Sebastopol resident, stated support for Andy Fergusons statement and encouraged stronger marketing efforts

III. COMMUNITY ADVISORY COMMITTEE REGULAR CALENDAR

1. Review and approve the April 17, 2018 meeting minutes of the Community Advisory Committee

Public Comment: None

Motion to approve the April 17, 2018 meeting minutes of the Community Advisory Committee by CM Brophy

Second: CM Como

Motion approved: 6-0-2 (CMs Sizemore, Brophy abstained)
2. Receive Operations Report

Stephanie Reynolds, Director of Internal Operations introduced new staff member Chad Asay, Programs Manager. He was hired to plan and implement our lead locally grant. She also provided an update on the building purchase and stated that SCP is in final negotiations and hoping to close the deal by the end of June.

Chair Dowd asks about expected time frame for building occupancy. Director Reynolds estimated occupancy in about two years after extensive renovation. CM Brophy asked about board room in new building. CEO Syphers stated that designing a sufficient board room is a key criteria for the Request for Qualifications (RFQ). Director Reynolds stated that sufficient parking, solar panels and EV charging stations are all being addressed in RFQ.

Kate Kelly, Director of Public Affairs and Marketing announced SCP has three new commercials and presented two during the meeting. She stated that there is a brand refinement that will be debuting in the month of July.

Director Reynolds gave updates on programs and financial statements. The Advance Energy Rebuild program has increased interest and there are applications in process. She stated financial statements are close to budget.

CM Brophy asked for clarification on how many ProFit projects broke ground and how many megawatts each generates. He would like to see more push towards EverGreen. Nelson Lomeli, Programs Specialist stated that two different ProFit projects broke ground but are the same developer and are both under a megawatt.

CEO Syphers asked for help in encouraging our cities to change some of their accounts to EverGreen. Chair Dowd stated that elected officials do not like to add cost but that it is the cheapest way to reach state mandates to reduce GHG.

CM Nicholls thanked Erica Torgerson Director of Customer Service for presenting to the city of Cazadero.

CEO Syphers stated Sonoma is the only city signed up for EverGreen. He stated that he will supply information and materials to help committee members encourage EverGreen for their cities.

CM Sizemore stated that she had heard from people in Mendocino County that changing to EverGreen would more than double their electricity bill. Director Torgerson stated that for an average residential customer it increases your bill by $13 or 11%. She stated that on our website customers can compare their average usage with EverGreen using the joint rate comparison.

Public Comment:
Steven Pierce, City of Sebastopol, stated he is happy to hear ProFit is fully subscribed and would like to see it grow more towards rooftop projects. He feels that EverGreen is not the best option for cities in terms of bang for the buck.
3. Receive State Legislative and Regulatory updates

CEO Syphers highlighted SB 1088 which has wording that SCP is fighting against. Some progress has been made. He also highlighted AB 2726 which proposes to move to an hourly accounting of greenhouse gas emissions but also tries to block imported hydro by requiring that any hydropower brought in from outside California to be reported as an unspecified emission which is misleading comparing it to natural gas.

Neal Reardon, Director of Regulatory Affairs gave an update on PCIA progress. He stated that the judge will release a proposed decision in late July.

CEO Syphers discussed a letter drafted by CalCCA that was sent to lawmakers about California Customer Choice Analysis dubbed the Green Book. He stated the intent of the letter was to push back on incorrect and misleading statements.

CM Sizemore asked from what political side the legislative support for CCA-related bills comes from. CEO Syphers stated that CCA support and opposition has almost no direct relation to either Democrats or Republicans.

4. Recommend Drive EV incentives on electric cars

Nelson Lomeli, Programs Specialist presented the proposal for the Drive EV 3.0 program incentives. He stated the program will be running from August 1 - November 16, 2018 and the CARE/FERA incentive is higher this time because data demonstrates the need to increase the incentives for lower-income customers.

CM Nicholls stated PG&E will be offering a three thousand dollar rebate on Nissan Leaf's and praised Nelson Lomeli for asking Nissan for the same or greater rebate for Drive EV 3.0.

Chair Dowd stated he would like to see some definition of what the 10 million dollars in savings consists of. Nelson Lomeli stated that a dashboard and evaluation report with all information is located on the SCP website for past Drive EV programs.

CM Como recommends looking into allowing customers to buy EVs from private parties to save customers money.

CM Fenichel asked if dealers have been expanded for Drive EV 3.0

Nelson Lomeli, stated SCP reached out to dealers in Sonoma County and Mendocino County and also allowed dealers within the city limits of Ukiah and Healdsburg to participate. SCP received 14 proposals from Sonoma County and none from Mendocino County. We are currently working on contracts with dealerships.

CM Quinlan, stated he supports the decision to increase incentives for CARE/FERA customers. He would like to see more support to low-income customers by increasing EV chargers in multi-family complexes. CEO Syphers responded that low-income folks also have challenges on obtaining credit to lease vehicles.
CM Brophy asked if free chargers are being included in the program. Nelson Lomeli stated the EV charger program proposal will be included at the next meeting.

Public Comment:

Andy Ferguson, Member of Electric Auto Association for the North Bay stated that as EV ranges increase, emphases on charging at home increases. He stated the need for public support for public charging stations to draw in more tourists and commuters.

Steven Pierce, stated support for the increase CARE/FERA incentives and is concerned that this will be the last Drive EV program.

CEO Syphers stated that it is the last year for now because SCP can be most effective when running a few large scale programs at one time. SCP has big programs starting soon focused more on infrastructure. He stated another reason is that people are waiting for our incentives to buy which can hurt the EV market locally.

CM Nicolls supports public level 3 chargers being installed.

CM Fenichel stated idea to have individuals go through dealer for incentive in order to get cars from other counties. CEO Syphers stated that he believes that it is beneficial to use Sonoma and Mendocino County dealerships because the sales tax generated through purchases benefit the local economy.

CM Sizemore stated that all Tesla chargers installed in Mendocino County came with agreement to install universal chargers, which has not happened.

Motion to approve the recommendation to the SCP Board of Directors for the Drive EV incentives on electric cars in agenda by CM Nicholls

Second: CM Wells

Motion approved: 8-0-0

5. Recommend approval of contract with Center for Sustainable Energy (CSE) for services during Drive EV program

Nelson Lomeli presented the administration and implementation contract with CSE for the Drive EV program. He stated that CSE has managed the program for the past two years and SCP is extremely satisfied with their work. Contract includes a full evaluation of the program and has a budget limit of $219,000.

Chair Dowd stated that the CSE is a credible non-profit which makes it competitively priced.

CM Como Joe asked for explanation on the differences between the old and new contracts. Nelson Lomeli explained that they expect more applications during this
program since it is the final Drive EV. He stated that CSE charges by application processed and increased the limit from $135,250 to $219,000 to accommodate for the possible increase. SCP will only pay for work that is completed, which may not reach the full amount of the contract.

Public Comment:

Steven Pierce, is looking forward to looking at the Drive EV evaluation report

Motion to approve the recommendation for CSE services contract for Drive EV by CM Quinlan

Second: CM Brophy

Motion Passed: 8-0-0

6. Recommend proposed budget adjustments to the FY 17/18 Budget

CEO Syphers reviewed amendments to the current fiscal budget for 17-18. He explained the causes for the adjustments, the largest being for the new building purchase.

CM Brophy asked the reasoning behind how adjustments were made

CEO Syphers responded that SCP followed GAP accounting principles recommended by SCPs accountant Mike Maher.

CM Wells asked if 2018-19 budget will also be amended. CEO Syphers responded that it will be adjusted most likely in the near future.

Motion to approve the recommendation of the proposed budget adjustments to the FY 17-18 Budget by CM Brophy

Second: CM Nicholls

Motion approved: 8-0-0

7. Recommend approval of contract with California Energy Commission (CEC) and related contracts with Frontier Energy and DNV-GL

Rachel Kuykendall, Programs Manager presented background on the CEC grant and contracts. She stated the match funds required from SCP will mostly be used for energy store equipment.

Chair Dowd asked if the contract will have any financial impacts or changes to the fiscal-year budget. CEO Syphers stated that it will not because the budget was created with grant expenditures included.
CM Brophy supports the contract but will abstain from voting because of past working relationships with DNV-GL.

Public Comment:

Steven Pierce, stated support for store front and asked if any part of the budget will be towards direct incentives for customers and how would that might look like. Rachel Kuykendall stated that there are direct incentives planned and they would most likely take the form of on-bill financing or direct rebates.

Motion to approve the recommendation of the approval of contract with California Energy Commission, Frontier Energy and DNV-GL as outlined in staff report by CM Como

Second: CM Wells

Motion approved: 7-0-1 (abstention by CM Brophy)

8. Recommend Board adoption of Exhibit A of SCP’s Integrated Resource Plan (IRP) to be submitted to the California Public Utilities Commission

CB Hall, Compliance Analyst, stated background of the IRP and explained the report. He stated the compliance document is due August 1 but the CPUC is currently changing the templates, so what is presented will not be the final template.

CEO Syphers explained the political implications of this request. He stated there are many inaccuracies in the process of the compliance filling and SCP’s own IRP is more accurate. Chair Dowd stated he does not feel comfortable approving something that can significantly change.

CEO Syphers clarified political declaration with submitting the document to CPUC such as problems with the methods and concerns with jurisdictions. He stated the executive summary was deliberately written to state SCP’s concerns. CM Sizemore stated support of executive summery tone and push back to CPUC.

CM Nicholls asked if there is communication with any commissioners on this process. Director Reardon stated that pleas were made to Commissioner Randolf who is the assigned commissioner.

Public Comment:

Steven Pierce, stated concerns about analyzing programs.

Motion to approve recommendation to board on the submittal of SCP’s 2018 IRP Exhibit A per the CPUC rules and subject to additional CPUC direction with an understanding that a full SCP Integrated Resource Plan with more accurate data will be developed and provided to the CAC and Board in 2018 - by CM Sizemore.
Second: CM Wells

Motion approved: 8-0-0

IV. COMMITTEE MEMBER ANNOUNCEMENTS

Chair Dowd stated he will not be able to attend Board of Directors meeting because he will be out of state and Vice Chair Mattinson will most likely report out to the Board.

CM Como shared awareness on issues for replacing roofs on houses that have solar panels, it can be a challenging process.

V. ADJOURN

Chair Dowd adjourned the meeting at 3:32 PM

Respectfully Submitted,

Stephanie Reynolds
Director, Internal Operations
Staff Report – Item 02

To: Sonoma Clean Power Authority Community Advisory Committee
From: Stephanie Reynolds, Director of Internal Operations
       Geof Syphers, CEO
Issue: Operations Report
Date: June 25, 2018

NEW TEAM MEMBERS AT SCP

SCP’s new Programs Intern has started. Clayton Hutcheson started last week and will be helping the team manage many of the program details, such as stocking DIY Toolkits, checking out induction cooktops and other tasks. At the June Board meeting, Jessica Mullan was confirmed as SCP’s new General Counsel. She is already working with SCP as part of her Sonoma County Counsel assignment and will make the full transition in late July.

ANNUAL RATE COMPARISON MAILER

This last week, the first of the annual SCP/PG&E Joint-Rate Comparison Mailers were delivered. The comparison uses data from the 2017 electric power generation mix. A copy of each mailer is attached (4 different rates; E-1, A-1-TOU, A-10-TOU, E-19). This mailer will be followed in a few months by an SCP-only mailer, the annual Power Content Label, which breaks down SCP’s energy mix even further.
BUILDING PURCHASE UPDATE

We have keys! As of 6/20, SCP is the proud owner of 431 E Street and the adjacent parking lot at 426 Beaver Street in downtown Santa Rosa. We are still in the process of choosing an architectural and engineering team to work with on the remodeling and upgrading of the neglected building. The budget adjustment to cover the costs in the FY 17/18 budget was approved by the Board on June 7th. We are hoping to bring a contract for A/E services to the August Board meeting.

CLEAN POWER QUARTERLY - SCP E-NEWSLETTER

We are excited to announce that we are bringing back our quarterly newsletter, “Clean Power Quarterly,” to help keep our customers up-to-date on SCP’s programs, major news and accomplishments. Clean Power Quarterly is an electronic newsletter that will be distributed to our customers by email every three months, for a total of four issues throughout the year. We will be sending out email notifications, starting in early June to let customers know how they can subscribe and unsubscribe from the e-newsletter. The first electronic issue of Clean Power Quarterly is scheduled to be sent out on June 25th.

WILDFIRE RECOVERY EFFORTS

The ad hoc of the Board is finalizing the distribution of the $1M in donations approved by the Board last year. A full report of recipients will be included in the July 12th Operations report to the Board.

PROGRAM UPDATES

Drive EV 3.0

Through the RFP process, we have selected 7 dealers to participate in Drive EV 3.0. They include; Chrysler, BMW, Ford, VW, Kia, Nissan, and Chevrolet. Contracts with the dealers are in process and should be finalized by the end of June. Marketing for the program will begin in late July and the program will launch on August 1st.
Energy Education Program

The first year of the Energy Education Program using the Sonoma County Water Agency as a program administrator has been completed. A preliminary report from SCWA indicates the following.

- 128 classrooms were visited with a total of 3,004 students being taught in either the 3rd or 5th grade program.
- 25 teachers were trained on the science and implications of global climate change.
- The ZunZun musical program was performed at 37 assemblies, reaching 9,251 students.
- A poster contest had participation from 548 students
- Two field trips were attended by 70 students.

We anticipate bringing a contract to continue the education program to the CAC and the Board early in the next fiscal year.

Do-It-Yourself Energy and Water Saving Toolkits

The Do-It-Yourself Energy and Water Saving Toolkits continue to be popular with library patrons. Training was completed with Mendocino librarians, kits were delivered and the response has been very enthusiastic.

NetGreen

The annual cash out process for NetGreen customers with a credit in excess of $100 is almost complete. A breakdown of the cash outs from this year and previous years is below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Number of Accounts</th>
<th>Notes</th>
</tr>
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<tbody>
<tr>
<td>2015</td>
<td>$206,647.24</td>
<td>249</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>$689,697.24</td>
<td>1,362</td>
<td>Dry, sunny winter</td>
</tr>
<tr>
<td>2017</td>
<td>$573,763.81</td>
<td>1,288</td>
<td>Very wet and cloudy winter</td>
</tr>
<tr>
<td>2018</td>
<td>$638,655.41</td>
<td>1,525</td>
<td>First cash out that includes Mendocino County</td>
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Total $2,108,763.70
GridSavvy

SCP has incentivized a total of 1,756 residential electric vehicle chargers. Of these, 544 are participating in Sonoma Clean Power’s GridSavvy Community, which allows SCP to send a signal to chargers to ramp up or down depending on grid needs.

Workplace Charging Pilot Program

Staff has completed the preliminary assessment of five locations. Detailed assessments with site visits are planned for the near future.

EVSE Infrastructure

SCP is planning to shift from vehicle incentives to charging stations in fiscal year 2019/20. Staff is suggesting that each of SCP’s participating cities, towns and counties be approached to discuss installation of DCFC’s (also known as Level 3 or direct-current fast charging stations). It is prudent to begin working towards this goal due to the long lead times involved in site selection, interconnection, ADA issues, etc.

Advanced Energy Rebuild

The program is live and two early applications have already been received. Many more are reportedly in the process of being prepared. Educational forums for industry workers have been held and will continue with six scheduled for June and July. The first at the North Coast Builder’s Exchange was well attended. The new Programs Intern will be helpful with reviewing plans as they come with new applications, as he has experience in that area.

Lead Locally (CEC Grant)

We are expecting a final contract from the CEC shortly. We have begun working with a real estate broker on the selection of a storefront site and are in negotiations for a site in downtown Santa Rosa. Contracts with our grant partners are in the final stages of negotiations.
Non-Profit Electric Mobility

Staff is working on more leads, currently working with interested non-profits. Three cars have been incentivized to date.

Strategic Action Plan

The Strategic Action Plan has been updated (every 6 months) and is included as an attachment. Significant additions include the Advanced Energy Rebuild program and the CEC grant.

MONTHLY COMPILED FINANCIAL STATEMENTS - APRIL, 2018

The winter rate season continues to be in effect in April, a period where aggregate rates are less than in the summer season. The year-to-date growth in net position is above projections due primarily to lower than anticipated energy costs. Year-to-date operating revenues reached $141,265,000.

Electricity sales (as reported on the Statement of Revenues, Expenses and Changes in Net Assets) is being offset by our estimate of uncollectible accounts, which is currently set at approximately 0.5% of electricity sales. As historical data is gathered on the collection patterns specific to SCP customers, this rate will be revisited and adjusted as necessary. Note that the accounts receivable line on the Statement of Net Position is presented as net of allowance for uncollectibles.

SCP continues to procure electricity from multiple sources. Included in these purchases is energy that is being re-sold to other resellers. Net position reached a positive $72,221,000, which indicates healthy growth as SCP continues to make progress towards its reserve goals. Of this net position, approximately $42,371,000 and $7,477,000 is considered set aside for operating and project reserves, respectively.

BUDGETARY COMPARISON SCHEDULE – APRIL, 2018

The accompanying budgetary comparison includes the 2017/18 budget approved by the Board of Directors in May 2017, and amended in November 2017.
The budget is formatted to make comparisons for both the annual and the year-to-date perspective. The first column, 2017/18 YTD Budget, allocates the Board approved annual budget at expected levels throughout the year with consideration for the timing of additional customers, usage volumes, staffing needs and etc. This column represents our best estimates and this granular approach was not part of the Board approved budget.

Revenue from electricity sales to customers is under the year-to-date budget by approximately 1%.

The cost of electricity is also slightly under budget-to-date by approximately 1%. Variation in this account is typically due to fluctuating market cost of energy on open position purchases.

Major operating categories of Data Management fees and PG&E Service fees, which are tied to the customer account totals, are closely aligned to the annual budgeted amount.

In addition to the items mentioned above, SCP continues its trend of remaining near or under budget for most of its operating expenses.
We support your power to choose

As part of our mutual commitment to support your energy choice, Sonoma Clean Power (SCP) and Pacific Gas and Electric Company (PG&E) have partnered to provide you with a comparison of typical commercial electric rates, average monthly charges and generation portfolio contents.

If this comparison does not address your specific rate, please visit us online at sonomacleanpower.org or pge.com/cca.
Understanding your energy choice

This is based on a representative 12-month billing history for all customers on A-1 TOU rate schedules (Sonoma and Mendocino counties) with an average monthly usage of 1,176 kilowatt-hours (kWh).

Generation Rate is the cost of creating electricity to power your business. The generation rate varies based on your energy provider and the resources included in your energy provider’s generation supply.

PG&E Delivery Rate is a charge assessed by PG&E to deliver electricity to your business. The PG&E delivery rate depends on your electricity usage, but is charged equally to both SCP and PG&E customers.

PG&E PCIA/FF represents the Power Charge Indifference Adjustment (PCIA) and the Franchise Fee surcharge.* The PCIAs change to recover PG&E’s above-market costs for generation resources acquired prior to a customer’s switch to a third-party electric generation provider. The PCIAs also apply to PG&E customers that elect to take service under PG&E’s optional Solar Choice program. PG&E acts as a collection agent for the fees in exchange for a service contract with the local Public Utilities Commission (PUC) in behalf of cities and counties in PG&E’s service territory for all customers. The costs for resources included in the PG&E and PCIAs are included in the generation rate for PG&E to bill service customers. The PCIAs are being assessed in the DPEC and the methodology is subject to change. A final decision is expected later in 2018.

To this comparison does not address your specific rate. Please visit us online at sonomacleanpower.org or pge.com/cca

### 2017 Electric Power Generation Mix

<table>
<thead>
<tr>
<th>Specific Purchases</th>
<th>Percent of Total Retail Sales (MWh)</th>
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</thead>
<tbody>
<tr>
<td>Renewable</td>
<td></td>
</tr>
<tr>
<td>Biomass &amp; Bio waste</td>
<td>4%</td>
</tr>
<tr>
<td>Geothermal</td>
<td>5%</td>
</tr>
<tr>
<td>Eligible Hydroelectric</td>
<td>3%</td>
</tr>
<tr>
<td>Solar Electric</td>
<td>13%</td>
</tr>
<tr>
<td>Wind</td>
<td>8%</td>
</tr>
<tr>
<td>Coal</td>
<td>0%</td>
</tr>
<tr>
<td>Large Hydroelectric</td>
<td>18%</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>20%</td>
</tr>
<tr>
<td>Nuclear</td>
<td>27%</td>
</tr>
<tr>
<td>Other</td>
<td>0%</td>
</tr>
<tr>
<td>Unspecified Sources of Power</td>
<td>2%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

*As reported to the California Energy Commission’s Power Source Disclosure Program. PG&E data is subject to independent audit and verification that will not be completed until October 1, 2018. The figures above may not sum up to 100 percent due to rounding.

**Unspecified sources of power refers to electricity that is not traceable to a specific generating facility, such as electricity by traded through open market transactions. Unspecified sources of power are typically a mix of all resource types, and may include renewables.

For information, visit

Para obtener más detalles sobre este programa en español, visite: sonomacleanpower.org

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PG&E refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation, ©2018 Pacific Gas and Electric Company. All rights reserved - 6.18 CER-0718-0007
Understanding your energy choice

**Commercial Electric Rate Comparison, A-105 TOU**

<table>
<thead>
<tr>
<th></th>
<th>PG&amp;E Solar Choice</th>
<th>Sonoma Clean Power CleanStart</th>
<th>Sonoma Clean Power EverGreen</th>
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</thead>
<tbody>
<tr>
<td>Generation Rate</td>
<td>$0.001194</td>
<td>$0.009033</td>
<td>$0.008543</td>
</tr>
<tr>
<td>PCIA/FF</td>
<td>N/A</td>
<td>$0.02568</td>
<td>$0.02568</td>
</tr>
<tr>
<td>Total Electricity Cost</td>
<td>$0.21685</td>
<td>$0.21722</td>
<td>$0.21928</td>
</tr>
<tr>
<td>Average Monthly Bill</td>
<td>$4,030.28</td>
<td>$4,037.25</td>
<td>$4,423.06</td>
</tr>
</tbody>
</table>

**Generation Rate** is the cost of creating electricity to power your business. The generation rate varies based on your energy provider and the resources included in your energy provider’s generation supply.

**PG&E Delivery Rate** is the charge assessed by PG&E to deliver electricity to your business. The PG&E delivery rate depends on your electricity usage but is charged equally to both SCP and PG&E customers.

**PCIA/FF and FF** represents the Power Charge Indifference Adjustment (PCIA) and the Franchise Fee surcharge (FF). The PCIA is a charge to recover PG&E’s above-market costs for generation resources acquired (PCIA) and the Franchise Fee surcharge (FF). The PCIA is currently being reviewed by the CPUC and the methodology is subject to change. A final decision is expected later in 2018.

PCIA/FF fees are included in PG&E’s base generation rates, but are charged separately for SCP and Solar Choice customers. The PCIA and FF surcharges are included in the generation rate for PG&E’s optional Solar Choice program. PG&E acts as a collection agent for the PCIA and FF charges and billed for PG&E bundled service customers.

If this information does not address your specific rate, please visit us online at sonomacleanpower.org or pge.com/cca.

**2017 Electric Power Generation Mix**

<table>
<thead>
<tr>
<th>Specific Purchases</th>
<th>PG&amp;E Solar Choice</th>
<th>Sonoma Clean Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Total Retail Sales (MWh)</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Renewable</strong></td>
<td>44%</td>
<td>45%</td>
</tr>
<tr>
<td>• Biomass &amp; Bioenergy</td>
<td>4%</td>
<td>0%</td>
</tr>
<tr>
<td>• Geothermal</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>• Eligible Hydroelectric</td>
<td>6%</td>
<td>11%</td>
</tr>
<tr>
<td>• Solar Electric</td>
<td>13%</td>
<td>11%</td>
</tr>
<tr>
<td>• Wind</td>
<td>8%</td>
<td>23%</td>
</tr>
<tr>
<td><strong>Coal</strong></td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Large Hydroelectric</strong></td>
<td>18%</td>
<td>42%</td>
</tr>
<tr>
<td><strong>Natural Gas</strong></td>
<td>20%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Nuclear</strong></td>
<td>27%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Unspecified Sources of Power</strong></td>
<td>2%</td>
<td>13%</td>
</tr>
</tbody>
</table>

**Electric Generation Rates**

<table>
<thead>
<tr>
<th>Winter Max Peak Demand Charge</th>
<th>Price ($) per kWh</th>
</tr>
</thead>
</table>
| Off-Peak **Unspecified Sources of Power** refers to electricity that is not traceable to a specific generating facility, such as electricity traded through open markets. Unspecified sources of power are not included in any of the above rates, and may include renewable.

For information, visit sonomacleanpower.org

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*PG&E* refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation.

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Understanding your energy choice

Generation Rate is the cost of creating electricity by power your business.

PG&E Delivery Rate is a charge assessed by PG&E to deliver electricity to your business. The PG&E customer rate depends on your electricity usage, but is charged equally to both SCP and PG&E customers.

PG&E PCIA/FF represents the Power Charge Indifference Adjustment (PCIA) and the Franchise Fee surcharge (FF). The PCIA is a charge to recover PG&E’s above-market costs for generation resources acquired after July 1, 2018. The figures above may not sum up to 100 percent due to rounding.

For information, visit sonomacleanpower.org

Para detalles de este programa en español, visite sonomacleanpower.org

*This compares electricity costs for an average commercial customer in the SCP/PG&E service area (Sonoma and Mendocino counties) with an average monthly demand of 623 kW and an average monthly usage of 245,271 kilowatt-hours (kWh). This is based on a representative 12-month billing history for all customers on E-19S rate schedules for PG&E’s and SCP’s published rates as of July 1, 2018.

For information, visit pge.com/cca
As part of our mutual commitment to support your energy choice, Sonoma Clean Power (SCP) and Pacific Gas and Electric Company (PG&E) have partnered to provide you with a comparison of typical residential electric rates, average monthly charges, and generation portfolio contents.

If this comparison does not address your specific rate, please visit us online at sonomacleanpower.org or pge.com/cca.
Understanding your energy choice

Residential Electric Rate Comparison, E-1*

<table>
<thead>
<tr>
<th></th>
<th>PG&amp;E Solar Choice</th>
<th>Sonoma Clean Power</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Generation Rate ($/kWh)</strong></td>
<td>$0.10760</td>
<td>$0.09436</td>
</tr>
<tr>
<td><strong>PG&amp;E Delivery Rate ($/kWh)</strong></td>
<td>$0.14275</td>
<td>$0.14275</td>
</tr>
<tr>
<td><strong>PG&amp;E PCIA/FF ($/kWh)</strong></td>
<td>N/A</td>
<td>$0.03346</td>
</tr>
<tr>
<td><strong>Total Electricity Cost ($)</strong></td>
<td>$0.25055</td>
<td>$0.27057</td>
</tr>
<tr>
<td><strong>Average Monthly Bill ($)</strong>*</td>
<td>$125.58</td>
<td>$135.62</td>
</tr>
</tbody>
</table>

*This compares electricity costs for an average residential customer in the SCP/PG&E service area. The figures above reflect a representative 12-month billing period for all customers on E-1 rate schedules as of July 1, 2018.

**This compares electricity costs for a representative 12-month billing period for all customers on E-1 rate schedules as of July 1, 2018.

PG&E Delivery Rate is a charge assessed by PG&E to deliver electricity to your home. The PG&E delivery rate depends on your electricity usage, but is charged equally to both SCP and PG&E customers.

PG&E PCIA/FF represents the Power Charge Indifference Adjustment (PCIA) and the Franchise Fee surcharge [FF]. The PCIA is a charge assessed by PG&E to deliver electricity to your home. The PG&E delivery rate depends on your electricity usage, but is charged equally to both SCP and PG&E customers. The PG&E PCIA/FF represents the Power Charge Indifference Adjustment (PCIA) and the Franchise Fee surcharge (FF). The PCIA is a charge assessed by PG&E to recover PG&E’s above-market costs for generation resources acquired prior to a customer’s switch to a third-party electric energy provider. The PCIA also applies to PG&E customers that elect to take service under PG&E’s optional Solar Choice program. PG&E acts as a collection agent for the Franchise Fee surcharge, which is levied by the California Public Utilities Commission (CPUC) on behalf of cities and counties in PG&E’s service territory for all customers. The costs for resources included in the PCIA and FF surcharges are included in the generation rate for PG&E bundled service customers. The PCIA is currently being reviewed by the CPUC and the methodology is subject to change. A final decision is expected later in 2018.

If this comparison does not address your specific rate, please visit us online at sonomacleanpower.org or pge.com/cca.
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# Acronyms

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BAAQMD</td>
<td>Bay Area Air Quality Management District</td>
</tr>
<tr>
<td>BayREN</td>
<td>Bay Area Regional Energy Network</td>
</tr>
<tr>
<td>CAISO</td>
<td>California Independent System Operator</td>
</tr>
<tr>
<td>CCP</td>
<td>Center for Climate Protection</td>
</tr>
<tr>
<td>CSE</td>
<td>Center for Sustainable Energy</td>
</tr>
<tr>
<td>CTE</td>
<td>Career Technical Education Foundation</td>
</tr>
<tr>
<td>CPUC</td>
<td>California Public Utilities Commission</td>
</tr>
<tr>
<td>DEV</td>
<td>Drive EverGreen</td>
</tr>
<tr>
<td>DRRS</td>
<td>Demand Response Reporting System</td>
</tr>
<tr>
<td>DNV-GL</td>
<td>An energy efficiency consultant</td>
</tr>
<tr>
<td>DIY</td>
<td>Do it Yourself</td>
</tr>
<tr>
<td>eMW</td>
<td>Electric Motor Werks</td>
</tr>
<tr>
<td>EM&amp;V</td>
<td>Evaluation, Measurement and Verification</td>
</tr>
<tr>
<td>EV</td>
<td>Electric Vehicle</td>
</tr>
<tr>
<td>GHG</td>
<td>Greenhouse Gasses</td>
</tr>
<tr>
<td>HVAC</td>
<td>Heating, Ventilation and Air Conditioning</td>
</tr>
<tr>
<td>JPA</td>
<td>Joint Powers Authority</td>
</tr>
<tr>
<td>MCE</td>
<td>Marin Clean Energy</td>
</tr>
<tr>
<td>NCBE</td>
<td>North Coast Builders Exchange</td>
</tr>
<tr>
<td>NEM</td>
<td>Net Energy Metering</td>
</tr>
<tr>
<td>NRDC</td>
<td>Natural Resources Defense Council</td>
</tr>
<tr>
<td>MW</td>
<td>Megawatt</td>
</tr>
<tr>
<td>PG&amp;E</td>
<td>Pacific Gas and Electric</td>
</tr>
<tr>
<td>RCPA</td>
<td>Regional Climate Protection Authority</td>
</tr>
<tr>
<td>SCP</td>
<td>Sonoma Clean Power</td>
</tr>
<tr>
<td>SCTA</td>
<td>Sonoma County Transportation Authority</td>
</tr>
<tr>
<td>SCWA</td>
<td>Sonoma County Water Agency</td>
</tr>
<tr>
<td>TNC</td>
<td>Transportation Network Company (Uber, Lyft)</td>
</tr>
<tr>
<td>ZNE</td>
<td>Zero Net Energy</td>
</tr>
</tbody>
</table>
Executive Summary

Sonoma Clean Power is enabled by a Joint Powers Agreement (JPA) which states the following as purposes for entering into the Agreement:

a) Reducing greenhouse gas emissions in Sonoma and Mendocino Counties and neighboring regions;

b) Providing electric power and other forms of energy to customers at a competitive cost;

c) Carrying out programs to reduce total energy consumption;

d) Stimulating and sustaining the local economy, including by developing or promoting local distributed energy resources; and

e) Promoting long-term electric rate stability, energy security, reliability, and resilience

The purpose of this document is to supply a road map for the SCP Programs Section by clearly identifying strategies and the actions needed to accomplish those strategies. This plan will facilitate the Programs Section in efficiently accomplishing its mission. In addition to an overall program road map, this document will also attempt to prioritize individual actions based on available resources, regulatory constraints and other areas of uncertainty. Each of the strategies identified in this plan will refer to one or more of the purposes identified in the JPA. The evaluation of particular programs will include metrics specific to that program and will occur after the program has had a reasonable time to establish itself. This document will be updated twice each year in January and June.
Significant Progress

SCP has implemented the following activities in the Programs Section:

1) The Drive EverGreen 2.0 program incentivized the purchase or lease of 567 electric vehicles in a 16-week timeframe. This is in addition to the 207 vehicles purchased or leased in Drive EverGreen 1.0, for an overall total of 774 vehicles.

2) The Free Charging Station program resulted in the shipment of 1681 (as of 06/01/18) electric vehicle charging stations to SCP customers and is the genesis of a locally controlled demand response program.

3) The SWITCH electric vehicle education program placed 5 electric kit cars in local high schools to educate students about the manufacture and maintenance of EV’s.

4) ProFIT, a feed in tariff program designed to promote medium sized solar installations in Sonoma and Mendocino counties that has resulted in six contracts to build approximately 6 MW, 2MW of which came on line in April and May 2018.

5) A net energy metering program called NetGreen has resulted in payments of $1.4M+ to 2,900 SCP customers who have produced excess local renewable energy.

6) Do-It-Yourself Energy and Water Saving Toolkits which include basic energy and water efficiency tools and products that have been placed in almost all Sonoma County libraries. The 30 toolkits in circulation can be checked out just like a book and have proven to be very popular. This program was expanded into Mendocino County libraries in May 2018.

7) The Education Program for Schools was initiated in the Fall of 2017 and ran through the school year.

8) A Demand Charge Reduction Program was implemented to assist commercial customers in reducing their bills.

9) A market assessment of the potential for heat pump water heaters in SCP territory was completed.

10) A program to incentivize the purchase of EV’s by local non-profits has resulted in 3 EV’s being placed. This program will continue in FY 2018/19.

11) A program designed to promote low income solar installations on homes was initiated in partnership with Grid Alternatives. This will take the form of a direct mailing to
qualifying residents of Sonoma and Mendocino Counties.

12) The **Advanced Energy Rebuild program** has been created in cooperation with PG&E and the BAAQMD to incentivize those rebuilding their homes after the 2017 fires to do so in an energy efficient manner.

13) SCP was awarded a **$9.8M grant from the CEC** to promote energy efficiency in the residential built environment.
**New Actions**

SCP is including the following new activities in the plan:

1) Implementation of a workplace charging program designed to place 10-20 chargers at strategically located employment centers.
2) Development of an on-bill financing mechanism to simplify residential and commercial customers in upgrading energy efficiency retrofits to their buildings.
3) Exploration of the potential of a program to promote energy efficiency in the indoor agricultural industry.
4) Implementation of a Demand Response program for SCP customers.
5) Development of a program to incentivize residential storage applications in response to “time of use” pricing.
6) Implementation of a CEC grant that explores energy efficiency in the “built” environment.
7) Implementation of the Advanced Energy Rebuild incentive program
8) A program to incentivize the use of EV’s by local non-profits
9) A program to promote the SASH program which provides free residential solar systems to low income residents.
Program Strategies and Levels of Action

This plan identifies eight program strategies:

- **Program Strategy 1.** Promote the Use of Electric Vehicles in Transportation
- **Program Strategy 2.** Promote Fuel Switching in New and Existing Building Stock
- **Program Strategy 3.** Identify and Apply for External Funding to Support Programs
- **Program Strategy 4.** Promote the Aggregation of Loads and Resources
- **Program Strategy 5.** Support the Integration of Distributed Energy Resources in SCP’s Territory
- **Program Strategy 6.** Support the Transition to Zero Net Energy Building Codes and Practices
- **Program Strategy 7.** Test and Evaluate the Use of New Technologies
- **Program Strategy 8.** Promote Public Education Involving Energy Efficiency and Fuel Switching

This plan identifies three levels of action:

<table>
<thead>
<tr>
<th>Immediate Action: Ongoing or to be initiated within the next year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Required by regulatory or other deadlines;</td>
</tr>
<tr>
<td>2. Other strategies or actions are dependent on outcome;</td>
</tr>
<tr>
<td>3. Achievable in the near-term;</td>
</tr>
<tr>
<td>4. Funding and resources are available.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Near Term Action: To be initiated within one to three years:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anticipated, yet not immediate, deadline;</td>
</tr>
<tr>
<td>2. Funding is proposed;</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long-term Action: No defined start date for action, likely longer than three years:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Not enough information to proceed at this time;</td>
</tr>
<tr>
<td>2. Lower priority;</td>
</tr>
<tr>
<td>3. Funding not available</td>
</tr>
</tbody>
</table>
Program Strategy One

Promote the Use of Electric Vehicles in Transportation

This strategy fulfills the following goals of SCP’s JPA:

a) Reducing greenhouse gas emissions in Sonoma County and neighboring regions
and;

d) Stimulating and sustaining the local economy.

Immediate Action One:
Implement Drive Evergreen Phase 3

**Project:** Drive EverGreen Phase 3

**Status:** Phase 2 of Drive EverGreen was active until November 30, 2017. A full evaluation of the program was published in April 2018. Drive EverGreen Phase 3 will be active from August through October 2018.

**Involved Parties:** CSE, RCPA, Local Car Dealerships

Immediate Action Two:
Implement Workplace Charging Program

**Project:** Develop workplace charging program

**Status:** Contract with CSE has been executed for program management. Site host analysis is currently underway to evaluate the costs and benefits of installing up to 10 Level 2 charging stations at each site.

**Involved Parties:** CSE, RCPA, County of Sonoma, Basin Street Properties, Santa Rosa Junior College

Immediate Action Three:
Continue to Provide Free Charging Stations

**Project:** Provide free charging stations to eligible SCP customers

**Status:** Contract with eMotorWerks to continue free charging station program through June 2019.

**Involved Parties:** eMotorWerks
**Immediate Action Four:**
Provide electric mobility solutions for local non-profits

**Project:** Identify local non-profits that provide transportation services and incentivize their use of electric vehicles

**Status:** A list of potential non-profits has been created and outreach has begun to gauge interest.

**Involved Parties:** RCPA, local non-profits

**Immediate Action Five:**
Promote the use of Electric Vehicles in TNC operations

**Project:** Develop incentive program for TNC drivers

**Status:** Discussions are underway on how best to incentivize drivers to use EV’s when driving for TNC’s,

**Involved Parties:** RCPA, Uber, Lyft, Rusty Klassen

**Near Term Action One:**
Promote the use of Electric Vehicles in Commuting

**Project:** Electric Commute

**Status:** In discussion with RCPA and Rusty Klassen regarding use of electric vehicles for commute purposes.

**Involved Parties:** RCPA, Rusty Klassen

**Near Term Action Two:**
Promote the use of Electric Vehicles in taxi companies

**Project:** Develop incentive program for taxi drivers

**Status:** Discussions are underway on how best to incentivize taxi companies to use EV’s.

**Involved Parties:** RCPA, Rusty Klassen, RCPA
Near Term Action Three:
Investigate Expansion of Free Charging Station Program to Multifamily Properties

**Project:** Develop incentive program/resources for multifamily property owners and residents interested in installing charging stations. Serve as a single point of contact in directing larger properties (capable of hosting 20+ chargers) to PG&E program.

**Status:** Contract has been executed with CSE to provide technical oversight for the program. An RFP was issued to select program vendor(s), with 14 responses submitted.

**Involved Parties:** BayREN, PG&E CSE, BAAQMD

Long Term Action One:
Promote the use of All-Electric Autonomous Vehicles in SCP Territory

**Project:** Develop relationships with autonomous vehicle developers and work closely with them to develop services within the SCP service area.

**Status:** In concept phase

**Parties Involved:** Rusty Klassen, RCPA

Long Term Action Two:
Foster electric vehicle adoption in low-income multifamily properties

**Project:** Collaborate with low-income multifamily developers and stakeholders to identify structures that will promote adoption of electric vehicles in this difficult market sector.

**Status:** In concept phase

**Parties Involved:** Rusty Klassen, RCPA

Long Term Action Three:
Substitute heavy duty electric vehicles for public transit and private delivery services

**Project:** Collaborate with public transportation agencies in all jurisdictions and private delivery companies to identify avenues in which SCP can assist in the adoption of heavy duty electric vehicles.

**Status:** In concept phase

**Parties Involved:** Rusty Klassen, RCPA, city and county transit agencies, City of Santa Rosa
Program Strategy Two  
(PS2)

Promote Fuel Switching in New and Existing Building Stock

This strategy fulfills the following goals of SCP’s JPA:

a. Reducing greenhouse gas emissions in Sonoma County and neighboring regions;

b. Carrying out programs to reduce total energy consumption and;

c. Stimulating and sustaining the local economy, including by developing or promoting local distributed energy resources.

Immediate Action One:
Implement the CEC Grant

**Project:** Implementation of the CEC grant will test cutting edge efficiency measures in real world applications and create a marketplace where SCP customers can learn about and purchase energy efficiency measures.

**Status:** A contract for the grant has been completed with the CEC. RFQ’s for architectural services are being evaluated. Sites for the Marketplace are being evaluated.

**Involved Parties:** Frontier Energy, RCPA, County of Sonoma ESD

Immediate Action Two:
Investigate Potential for an On-Bill Financing Program within SCP’s Territory

**Project:** Hire a consultant to determine the feasibility of on-bill financing.

**Status:** A feasibility study was completed to analyze the potential for on-bill financing. This Action will be incorporated into the CEC grant above.

**Involved Parties:** Frontier Energy, Energy Efficiency Institute

Immediate Action Three:
Perform a Market Assessment of Indoor Agriculture in SCP Territory

**Project:** Work with customer service team to convene a working group of stakeholders in the indoor agriculture sector. Work with DNV GL to implement pilot projects looking at the potential for larger program offerings.

**Status:** A contract with DNV GL to assist with pilot program development and implementation was completed. Outreach to the cannabis industry is on-
going.

**Involved Parties:** DNV GL, SCP Customer Service

---

**Immediate Action Four:**

Implement the Advanced Energy Rebuild Incentive Program

**Project:** Partner with PG&E and BAAQMD on an incentive program that will accelerate the adoption of highly efficient and all electric homes in the fire rebuild zones.

**Status:** The AER incentive is available to parties rebuilding in the burn zones of Sonoma and Mendocino counties.

**Involved Parties:** PG&E, BAAQMD, Production Builders, City of Santa Rosa, County of Sonoma

---

**Near Term Action One:**

Develop an Education Program around the use of Heat Pumps for HVAC and Water Heating

**Project:** Based on Market Assessment, develop an education program that will prepare contractors, retailers and the public on the advantages of using heat pump water heaters. Work with local supply houses to ensure product availability.

**Status:** SCP is working with parties below to develop a yearlong training calendar which includes education on heat pumps.

**Involved Parties:** CSE, Sonoma County, RCPA, MCE, PG&E

---

**Near Term Action Two:**

Develop Tools and Program Models to Assist Property Owners in Better Understanding the Financial Impacts of Fuel Switching

**Project:** Develop a tool/program model that helps customers evaluate the potential for energy efficiency/fuel switching, electric vehicles, and solar photovoltaics over short and long terms.

**Status:** In concept phase.

**Involved Parties:**

---

**Long Term Action One:**

Participate with Local Jurisdictions on Ordinances that Encourage Efficiency Upgrades in Local Buildings

**Project:** Develop standard “Reach Ordinances” that local jurisdictions can consider.

**Status:** SCP worked with Davis Energy Group to develop an all-electric reach code. This code informed the AER program.
**Involved Parties:**  Davis Energy Group, RCPA, SCTA, Local cities and towns

**Long Term Action Two:**  
Interface with the CPUC and Stakeholders on Review of the Three-Prong Test

**Project:**  The CPUC’s three-prong fuel substitution test, developed in the 1990s, determines what fuel substitution projects can receive utility customer-funded energy efficiency incentives and support. Industry groups led by NRDC and the Sierra Club are seeking clarification on and potential changes to the test to allow more program activities that reduce the use of natural gas and propane.

**Status:**  NRDC has filed a motion seeking review and modification of the test.

**Involved Parties:**  NRDC, Sierra Club, CPUC
Program Strategy Three

Identify and Apply for External Funding to Support Programs

This strategy fulfills the following goals of SCP's JPA:

   c. Carrying out programs to reduce total energy consumption and;
   d. Stimulating and sustaining the local economy, including by developing or promoting local distributed energy resources.

Immediate Action One:
Monitor Existing Funding Channels for Potential Opportunities

   Project: Monitor funding channels such as the DOE, CEC, CPUC, Air Districts, etc. for potential partnership opportunities.
   Status: SCP was awarded a $9.8M grant which is described in more detail in Program Strategy Two. We will continue to monitor grant opportunities and apply as appropriate.
   Involved Parties: TBD

Near Term Action One:
Evaluate Cost-Effectiveness of Programs that Could Scale with CPUC Energy Efficiency Funds

   Project: As a part of design and evaluation of any energy saving programs, calculate cost-effectiveness using CPUC metrics. Implementation of the CPUC metrics will assist the programs team evaluate which programs are good candidates for scaling using CPUC energy efficiency funds.
   Status: Ongoing. A blanket contract for services has been negotiated with several consultants that specialize in evaluation, measurement, and verification (EM&V).
   Involved Parties: DNV GL, Frontier Energy, Tierra Resources
Program Strategy Four
(PS4)

Promote the Aggregation of Loads and Resources

This strategy fulfills the following goals of SCP's JPA:

b. Providing electric power and other forms of energy to customers at a competitive cost;

c. Carrying out programs to reduce total energy consumption;

d. Stimulating and sustaining the local economy, including by developing or promoting local distributed energy resources; and

e. Promoting long-term electric rate stability, energy security, reliability, and resilience.

Immediate Action One:
Contract with a “Super” Aggregator to bundle Technical Aggregators to bid into the CAISO DRRS system

Project: Develop a contract with a “Scheduling Coordinator” to aggregate the “technical aggregators” operating in SCP territory and manage bidding of a demand response program into the CAISO DRRS. This process is necessary to ensure SCP remains in compliance, but also to maximize the value of the various resources available to the public.

Status: Contract is signed. Work is proceeding toward a CAISO market test in mid 2018. This effort will dovetail with the CEC grant work described in Program Strategy Two

Involved Parties: Olivine, eMW
Program Strategy Five

(PS5)

Support the Integration of Distributed Energy Resources in SCP’s Territory

This strategy fulfills the following goals of SCP’s JPA:

a. Reducing greenhouse gas emissions in Sonoma County and neighboring regions;

b. Providing electric power and other forms of energy to customers at a competitive cost;

d. Stimulating and sustaining the local economy, including by developing or promoting local distributed energy resources; and

e. Promoting long-term electric rate stability, energy security, reliability, and resilience

Immediate Action One:
Continue Implementing ProFIT

**Project:** ProFIT is SCP’s Feed in Tariff program offering a fixed price for locally developed solar projects under 1MW. Applications are received on an ongoing basis and are capped at approximately 6 MW of power.

**Status:** ProFIT has six developments under contract, two of which began construction in 2017. Five projects are expected to come online in 2018. The program is almost fully subscribed with enough budget for a system approximately 400 kW in size still available. SCP has determined that there is no more room in our procurement plan for additional projects.

**Involved Parties:** Coldwell Solar, Sunniva Systems,

Immediate Action Two:
Support Solar Sonoma County in providing assistance to SCP customers installing on-site renewable generation

**Project:** Solar Sonoma County provides support to local residents who wish to install renewable energy systems. SSC provides impartial advice regarding siting, financing and contractor selection.

**Status:** Contract in place with CCP/Solar Sonoma County

**Involved Parties:** Solar Sonoma County, CCP
**Immediate Action Three:**
Support the efforts of Grid Alternatives to provide solar to low income residents

**Project:** Grid Alternatives is a non-profit that implements the State of California’s SASH program. SASH provides residential solar to qualified residents at no cost. SCP will create a direct mailer to those residents in Sonoma and Mendocino Counties that qualify for SASH.

**Status:** A direct mailer is being drafted and qualified customers are being identified.

**Involved Parties:** Grid Alternatives-

**Immediate Action Four:**
Demand Charge Reduction Program

**Project:** Develop a customer service program to identify clients with high demand charges. Customers would be educated regarding methods to reduce demand charges and given the option of being connected with a company that specializes in this area.

**Status:** An RFP was circulated to battery storage firms who perform this type of work. STEM was selected through this competitive process. SCP’s Customer Service Department is connecting STEM with SCP customers who may benefit from demand charge reduction.

**Involved Parties:** STEM

**Near Term Action One:**
Determine How Best to Add Storage to SCP’s ProFIT Program

**Project:** Develop a scope of work and solicit a consultant’s proposal to determine the best practices necessary to incorporate energy storage into SCP’s existing ProFIT program.

**Status:** No work completed to date

**Involved Parties:**

**Near Term Action Two:**
Develop a Residential Battery Storage Program

**Project:** In cooperation with Customer Service, develop a residential battery storage program that is designed to offset any negative impacts of the switch to Time of Use billing.

**Status:** An RFI was circulated and interviews were held with several battery companies. It is most likely that this effort will be managed through the CEC grant process described in Program Strategy Two.

**Involved Parties:** CEC, Sonnen, Tesla,
Program Strategy Six  
(PS6)

Support the Transition to Zero Net Energy Building Codes and Practices

This Strategy fulfills the following goals of SCP’s JPA:

a. Reducing greenhouse gas emissions in Sonoma County and neighboring regions;

b. Carrying out programs to reduce total energy consumption and;

d. Stimulating and sustaining the local economy

Immediate Action Two:
Provide Assistance to Commercial Customers in Optimizing Energy Efficiency

Project: Enter into contracts with two consultants to provide assistance to Commercial customers in planning and implementing energy efficiency upgrades on an as-needed basis. Their services will be provided to Commercial customers as requested. Consultants will be selected to provide a broad base of experience in commercial energy efficiency.

Status: Contracts are executed. The customer service team is coordinating efforts with customers.

Parties Involved: Gilleran Energy Management, New Building Institute

Near Term Action One:
Model Development

Project: In cooperation with a local developer, incentivize a small development (10-20 single family homes) to construct all electric, ZNE homes. Reserve one home for several months as a showcase.

Status: In concept phase.

Parties Involved:
Near Term Action Two:
Explore Program Models that Incentivize Developers to Choose Efficient, Electric Equipment

**Project:** In cooperation with local planning departments investigate opportunities to engage developers and provide technical assistance/incentives to select low/no-carbon solutions.

**Status:** A list of potential contractors to work on this project has been established.

**Parties Involved:**

Near Term Action Three:
Prepare Educational Materials and Conduct Workshops for local Designers and Contractors

**Project:** Collaborate with the North Coast Builder’s Exchange on a series of articles and workshops designed to educate local contractors and design professionals regarding upcoming ZNE codes

**Status:** A draft article introducing a series of workshops has been drafted and submitted for publication.

**Involved Parties:** NCBE
Program Strategy Seven
(PS7)

Test and Evaluate the Use of New Technologies

This strategy fulfills the following goals of SCP’s JPA:

a. Reducing greenhouse gas emissions in Sonoma County and neighboring regions;
b. Providing electric power and other forms of energy to customers at a competitive cost;
c. Carrying out programs to reduce total energy consumption and;
d. Stimulating and sustaining the local economy, including by developing or promoting local distributed energy resources.

Near Term Action One:
Study Potential for Micro-Grids in SCP Territory

Project: Identify areas for potential micro-grids by analyzing the distribution network in SCP territory.

Status: In concept phase

Involved Parties:

Near Term Action Two:
Investigate the use of Bio-Mass Power Generation in SCP Territory

Project: Identify bio-mass feed stock supplies in SCP territory (particularly Mendocino County) as well as small scale bio-mass conversion technologies that may provide cost effective local power generation.

Status: Bio-mass analysis for Sonoma County completed by SCWA several years ago.

Involved Parties: SCWA
Program Strategy Eight

Promote Public Education Involving Energy Efficiency and Fuel Switching

This strategy fulfills the following goals of SCP’s JPA:

a. Reducing greenhouse gas emissions in Sonoma County and neighboring regions; and
e. Promoting long-term electric rate stability, energy security, reliability, and resilience.

Immediate Action One:
Continue the SWITCH Program

Project: SCP has for several years funded the SWITCH Program which provides an electric car “kit” which students can assemble and disassemble in order to learn how electric cars are put together. This familiarity with electric vehicles will make them more likely to incorporate EV’s into their lives as well as the potential for students to enter the EV industry at the local dealership level.

Status: A funding agreement to extend the program has been completed.

Involved Parties: CTE, SWITCH

Immediate Action Two:
Create an Education Program for Schools in SCP Territory

Project: Contract with SCWA to expand their existing education program to include energy efficiency, fuel switching and climate change.

Status: Contract is in place and curriculum has been developed. SCP is coordinating with SCWA on materials and branding. SCWA implemented the education program for the 2017/18 school year.

Involved Parties: SCWA
Immediate Action Three:
Continue the DIY Tool Kit Program and Expand Program Offerings to Mendocino County

**Project:** SCP has been funding the DIY Toolkit Program which provides a selection of energy and water saving devices that can be checked out from local libraries.

**Status:** After a successful pilot, the program was expanded from 11 kits in rotation to 30 kits. Program staff has negotiated the expansion of the program to Mendocino county libraries.

**Involved Parties:** Sonoma County General Services Department (Sonoma County only), Sonoma County Library, County of Mendocino Library, Sonoma County Water Agency (Sonoma County only)
Summary of Actions

Immediate Actions:

- Implement Drive EV Phase 3 (PS1)
- Implement Workplace Charging Program (PS1)
- Continue to Provide Free Charging Stations (PS1)
- Provide electric mobility solutions for local non-profits (PS1)
- Promote the use of Electric Vehicles in TNC operations (PS1)
- Implement the CEC Grant (PS2)
- Investigate Potential for an On-Bill Financing Program in SCP’s Territory (PS2)
- Perform a Market Assessment of Indoor Agriculture in SCP Territory (PS2)
- Implement the Advanced Energy Rebuild Incentive Program
- Monitor Existing Funding Channels for Potential Opportunities (PS3)
- Contract with Demand Response Technical Aggregators to Operate in SCP Territory (PS4)
- Contract with a “Super” Aggregator to bundle Technical Aggregators to bid into the CAISO DRRS system (PS4)
- Continue Implementing ProFIT (PS5)
- Support Solar Sonoma County in providing assistance to SCP customers installing on-site renewable generation (PS5)
- Support the efforts of Grid Alternatives to provide solar to low income residents (PS5)
- Demand Charge Reduction Program (PS5)
- Provide Assistance to Commercial Customers in Optimizing Energy Efficiency (PS6)
- Continue the SWITCH Program (PS6)
- Create an Education Program for Schools in SCP Territory (PS8)
- Continue the DIY Tool Kit Program and Expand Program Offerings to Mendocino County (PS8)

Near Term Actions:

- Promote the use of Electric Vehicles in Commuting (PS1)
- Promote the use of Electric Vehicles in taxi companies (PS1)
- Investigate Expansion of Free Charging Station Program to Multifamily Properties (PS1)
- Develop an Education Program around the use of Heat Pumps for HVAC and Water Heating (PS2)
- Develop Tools and Program Models to Assist Property Owners in Better Understanding the Financial Impacts of Fuel Switching (PS2)
- Evaluate Cost-Effectiveness of Programs that Could Scale with CPUC Energy Efficiency Funds (PS3)
- Determine How Best to Add Storage to SCP’s ProFIT Program (PS5)
• Develop a Residential Battery Storage Program (PS5)
• Model Development (PS6)
• Explore Program Models that Incentivize Developers to Choose Efficient, Electric Equipment (PS6)
• Prepare Educational Materials and Conduct Workshops for local Designers and Contractors (PS6)
• Study Potential for Micro-Grids in SCP Territory (PS7)
• Investigate the use of Bio-Mass Power Generation in SCP Territory (PS7)

**Long Term Actions:**

• Promote the use of All-Electric Autonomous Vehicles in SCP Territory (PS1)
• Foster electric vehicle adoption in low-income multifamily properties (PS1)
• Substitute heavy duty electric vehicle adoption for public transit and private delivery services (PS1)
• Participate with Local Jurisdictions on Ordinances that Encourage Efficiency Upgrades in Local Buildings (PS2)
• Interface with the CPUC and Stakeholders on Review of the Three-Prong Test (PS2)
ACCOUNTANTS’ COMPILATION REPORT

Board of Directors
Sonoma Clean Power Authority

Management is responsible for the accompanying special purpose statement of Sonoma Clean Power Authority (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended April 30, 2018, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of Sonoma Clean Power Authority.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user’s conclusions about the Authority’s results of operations. Accordingly, this special purpose budgetary comparison statement is not designed for those who are not informed about such matters.

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

Maher Accountancy
San Rafael, CA
May 29, 2018
# SONOMA CLEAN POWER AUTHORITY
## OPERATING FUND
### BUDGETARY COMPARISON SCHEDULE
July 1, 2017 through April 30, 2018

<table>
<thead>
<tr>
<th>REVENUE AND OTHER SOURCES:</th>
<th>2017/18 YTD</th>
<th>2017/18 YTD</th>
<th>YTD</th>
<th>2017/18</th>
<th>2017/18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amended</td>
<td>Actual</td>
<td>Variance</td>
<td>Budget</td>
<td>Amended</td>
</tr>
<tr>
<td>Revenue - Electricity (net of allowance) *</td>
<td>$142,538,703</td>
<td>$140,433,506</td>
<td>$ (2,105,197)</td>
<td>99%</td>
<td>$175,021,000</td>
</tr>
<tr>
<td>Revenue - Evergreen Premium (net of allowance)</td>
<td>210,118</td>
<td>362,513</td>
<td>152,395</td>
<td>73%</td>
<td>258,000</td>
</tr>
<tr>
<td>Revenue - Service fees for resale **</td>
<td>-</td>
<td>446,050</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Revenue - Interest income</td>
<td>265,833</td>
<td>434,464</td>
<td>168,631</td>
<td>163%</td>
<td>319,000</td>
</tr>
<tr>
<td>Total revenue and other sources</td>
<td>143,014,654</td>
<td>141,698,973</td>
<td>(1,315,681)</td>
<td>99%</td>
<td>175,598,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENDITURES AND OTHER USES:</th>
<th>2017/18 YTD</th>
<th>2017/18 YTD</th>
<th>YTD</th>
<th>2017/18</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amended</td>
<td>Actual</td>
<td>Variance</td>
<td>Budget</td>
</tr>
<tr>
<td>Cost of energy and scheduling</td>
<td>118,519,031</td>
<td>117,472,807</td>
<td>(1,046,224)</td>
<td>99%</td>
</tr>
<tr>
<td>Data management</td>
<td>2,588,333</td>
<td>2,616,088</td>
<td>(2,755)</td>
<td>97%</td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>1,028,333</td>
<td>956,280</td>
<td>(72,053)</td>
<td>93%</td>
</tr>
<tr>
<td>Personnel</td>
<td>2,775,000</td>
<td>2,463,595</td>
<td>(311,405)</td>
<td>94%</td>
</tr>
<tr>
<td>Outreach and communications</td>
<td>792,500</td>
<td>745,793</td>
<td>(46,707)</td>
<td>94%</td>
</tr>
<tr>
<td>Customer service</td>
<td>395,000</td>
<td>203,761</td>
<td>(191,239)</td>
<td>52%</td>
</tr>
<tr>
<td>Legal</td>
<td>308,333</td>
<td>214,772</td>
<td>(93,561)</td>
<td>70%</td>
</tr>
<tr>
<td>Accounting and auditing</td>
<td>161,667</td>
<td>126,150</td>
<td>(35,517)</td>
<td>78%</td>
</tr>
<tr>
<td>Technical consultants</td>
<td>291,667</td>
<td>264,230</td>
<td>(27,437)</td>
<td>91%</td>
</tr>
<tr>
<td>Legislative consultants</td>
<td>191,667</td>
<td>71,974</td>
<td>(119,693)</td>
<td>70%</td>
</tr>
<tr>
<td>Other consultants</td>
<td>179,167</td>
<td>42,799</td>
<td>(136,368)</td>
<td>24%</td>
</tr>
<tr>
<td>Program implementation and development</td>
<td>5,000,000</td>
<td>2,832,405</td>
<td>(2,167,595)</td>
<td>57%</td>
</tr>
<tr>
<td>General and administration</td>
<td>412,500</td>
<td>685,270</td>
<td>272,770</td>
<td>166%</td>
</tr>
<tr>
<td>Fire relief donations</td>
<td>785,000</td>
<td>637,000</td>
<td>(148,000)</td>
<td>81%</td>
</tr>
<tr>
<td>Total current expenditures</td>
<td>133,528,198</td>
<td>129,332,924</td>
<td>(4,195,274)</td>
<td>97%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER USES</th>
<th>2017/18 YTD</th>
<th>2017/18 YTD</th>
<th>YTD</th>
<th>2017/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total expenditures, Other Uses and Debt Service</td>
<td>135,664,865</td>
<td>129,964,804</td>
<td>(5,700,061)</td>
<td>96%</td>
</tr>
<tr>
<td>Net increase (decrease) in available fund balance</td>
<td>$ 7,349,789</td>
<td>$ 11,734,169</td>
<td>$ 4,384,380</td>
<td>160%</td>
</tr>
</tbody>
</table>

* Represents sales of approximately 2,057,000 MWh for 2017/18 YTD actual.

** Electricity sales for resale is the result of sales to other utilities for resale purposes.

<table>
<thead>
<tr>
<th>RESERVES</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cash Reserve</td>
<td>$ 42,371,048</td>
</tr>
<tr>
<td>Program Cash Reserve</td>
<td>7,477,244</td>
</tr>
<tr>
<td>Total</td>
<td>$ 49,848,292</td>
</tr>
</tbody>
</table>

See accountants' compilation report.
Net increase (decrease) in available fund balance per budgetary comparison schedule: $11,734,169

Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position:

- Subtract depreciation expense $(49,987)
- Add back capital asset acquisitions 69,590
- Add back collateral deposits 562,290

Change in net position $12,316,062
ACCOUNTANTS’ COMPILATION REPORT

Management
Sonoma Clean Power Authority

Management is responsible for the accompanying financial statements of Sonoma Clean Power Authority (a California Joint Powers Authority) which comprise the statement of net position as of April 30, 2018, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

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

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

Maher Accountancy
San Rafael, CA
May 29, 2018
# SONOMA CLEAN POWER AUTHORITY

## STATEMENT OF NET POSITION
As of April 30, 2018

### ASSETS

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current assets</td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$58,665,798</td>
</tr>
<tr>
<td>Accounts receivable, net of allowance</td>
<td>14,996,742</td>
</tr>
<tr>
<td>Other receivables</td>
<td>91,650</td>
</tr>
<tr>
<td>Accrued revenue</td>
<td>6,673,724</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>118,123</td>
</tr>
<tr>
<td>Deposits</td>
<td>531,288</td>
</tr>
<tr>
<td>Total current assets</td>
<td>81,077,325</td>
</tr>
<tr>
<td>Noncurrent assets</td>
<td></td>
</tr>
<tr>
<td>Capital assets, net of depreciation</td>
<td>217,678</td>
</tr>
<tr>
<td>Deposits</td>
<td>4,114,666</td>
</tr>
<tr>
<td>Total noncurrent assets</td>
<td>4,332,344</td>
</tr>
<tr>
<td>Total assets</td>
<td>85,409,669</td>
</tr>
</tbody>
</table>

### LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current liabilities</td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>857,195</td>
</tr>
<tr>
<td>Accrued cost of electricity</td>
<td>11,481,397</td>
</tr>
<tr>
<td>Other accrued liabilities</td>
<td>353,808</td>
</tr>
<tr>
<td>User taxes and energy surcharges due to other governments</td>
<td>346,563</td>
</tr>
<tr>
<td>Total current liabilities</td>
<td>13,038,963</td>
</tr>
<tr>
<td>Noncurrent liabilities</td>
<td></td>
</tr>
<tr>
<td>Supplier security deposits</td>
<td>150,000</td>
</tr>
<tr>
<td>Total liabilities</td>
<td>13,188,963</td>
</tr>
</tbody>
</table>

### NET POSITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net investment in capital assets</td>
<td>217,678</td>
</tr>
<tr>
<td>Unrestricted</td>
<td>72,003,028</td>
</tr>
<tr>
<td>Total net position</td>
<td>$72,220,706</td>
</tr>
</tbody>
</table>

See accountants’ compilation report.
SONOMA CLEAN POWER AUTHORITY

STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
July 1, 2017 through April 30, 2018

<table>
<thead>
<tr>
<th>OPERATING REVENUES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electricity sales, net</td>
<td>$140,433,506</td>
</tr>
<tr>
<td>Evergreen electricity premium</td>
<td>362,513</td>
</tr>
<tr>
<td>Electricity sales for resale</td>
<td>446,050</td>
</tr>
<tr>
<td>Liquidated damages</td>
<td>22,440</td>
</tr>
<tr>
<td>Total operating revenues</td>
<td>141,264,509</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATING EXPENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of electricity</td>
<td>117,472,807</td>
</tr>
<tr>
<td>Staff compensation</td>
<td>2,463,595</td>
</tr>
<tr>
<td>Data manager</td>
<td>2,616,088</td>
</tr>
<tr>
<td>Service fees - PG&amp;E</td>
<td>956,280</td>
</tr>
<tr>
<td>Consultants and other professional fees</td>
<td>1,501,499</td>
</tr>
<tr>
<td>Legal</td>
<td>214,772</td>
</tr>
<tr>
<td>Communications</td>
<td>1,081,307</td>
</tr>
<tr>
<td>General and administration</td>
<td>696,173</td>
</tr>
<tr>
<td>Program rebates and incentives</td>
<td>1,693,403</td>
</tr>
<tr>
<td>Depreciation</td>
<td>49,987</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>128,745,911</td>
</tr>
<tr>
<td>Operating income</td>
<td>12,518,598</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NONOPERATING REVENUES (EXPENSES)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest income</td>
<td>434,464</td>
</tr>
<tr>
<td>Charitable contributions</td>
<td>(637,000)</td>
</tr>
<tr>
<td>Total nonoperating revenues (expenses)</td>
<td>(202,536)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CHANGE IN NET POSITION</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net position at beginning of period</td>
<td>59,904,644</td>
</tr>
<tr>
<td>Net position at end of period</td>
<td>$72,220,706</td>
</tr>
</tbody>
</table>

See accountants' compilation report.
## Statement of Cash Flows

### Sonoma Clean Power Authority

#### July 1, 2017 through April 30, 2018

### Cash Flows From Operating Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receipts from electricity sales</td>
<td>$143,426,313</td>
</tr>
<tr>
<td>Receipts from electricity sales for resale</td>
<td>553,577</td>
</tr>
<tr>
<td>Receipts from supplier for security deposits</td>
<td>2,325,000</td>
</tr>
<tr>
<td>Tax and surcharge receipts from customers</td>
<td>1,944,621</td>
</tr>
<tr>
<td>Payments to purchase electricity</td>
<td>(117,608,027)</td>
</tr>
<tr>
<td>Payments for staff compensation</td>
<td>2,489,652</td>
</tr>
<tr>
<td>Payments for data manager</td>
<td>2,356,400</td>
</tr>
<tr>
<td>Payments for service fees - PG&amp;E</td>
<td>878,246</td>
</tr>
<tr>
<td>Payments for contract services</td>
<td>2,081,098</td>
</tr>
<tr>
<td>Payments for communications</td>
<td>1,121,001</td>
</tr>
<tr>
<td>Payments for general and administration</td>
<td>742,123</td>
</tr>
<tr>
<td>Payments for program rebates and incentives</td>
<td>1,793,403</td>
</tr>
<tr>
<td>Return of security deposits to suppliers</td>
<td>(4,650,000)</td>
</tr>
<tr>
<td>Tax and surcharge payments to other governments</td>
<td>(2,062,351)</td>
</tr>
<tr>
<td>Deposits and collateral paid</td>
<td>562,290</td>
</tr>
<tr>
<td>Payments for charitable contributions</td>
<td>(637,000)</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by operating activities</strong></td>
<td><strong>11,267,920</strong></td>
</tr>
</tbody>
</table>

### Cash Flows From Capital and Related Financing Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition of capital assets</td>
<td>(85,468)</td>
</tr>
</tbody>
</table>

### Cash Flows From Investing Activities

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return of certificate of deposit</td>
<td>7,028,428</td>
</tr>
<tr>
<td>Interest income received</td>
<td>419,464</td>
</tr>
<tr>
<td><strong>Net cash provided (used) by investing activities</strong></td>
<td><strong>7,447,892</strong></td>
</tr>
</tbody>
</table>

Net change in cash and cash equivalents                     | 18,630,344   |
Cash and cash equivalents at beginning of year              | 40,035,454   |
Cash and cash equivalents at end of period                   | $58,665,798  |
SONOMA CLEAN POWER AUTHORITY

STATEMENT OF CASH FLOWS (continued)
July 1, 2017 through April 30, 2018

RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating income</td>
<td>$ 12,518,598</td>
</tr>
<tr>
<td>Adjustments to reconcile operating income to net cash provided (used) by operating activities</td>
<td></td>
</tr>
<tr>
<td>Depreciation expense</td>
<td>49,987</td>
</tr>
<tr>
<td>Revenue reduced for uncollectible accounts</td>
<td>707,516</td>
</tr>
<tr>
<td>Charitable contributions considered an operating activity for cash flow purposes only</td>
<td>(637,000)</td>
</tr>
<tr>
<td>(Increase) decrease in net accounts receivable</td>
<td>(88,277)</td>
</tr>
<tr>
<td>(Increase) decrease in other receivables</td>
<td>107,527</td>
</tr>
<tr>
<td>(Increase) decrease in accrued revenue</td>
<td>2,019,756</td>
</tr>
<tr>
<td>(Increase) decrease in prepaid expenses</td>
<td>(71,332)</td>
</tr>
<tr>
<td>(Increase) decrease in current deposits</td>
<td>(654,934)</td>
</tr>
<tr>
<td>Increase (decrease) in accounts payable</td>
<td>121,953</td>
</tr>
<tr>
<td>Increase (decrease) in accrued cost of electricity</td>
<td>(540,179)</td>
</tr>
<tr>
<td>Increase (decrease) in accrued liabilities</td>
<td>185,736</td>
</tr>
<tr>
<td>Increase (decrease) in user taxes and energy surcharges due to other governments</td>
<td>(126,431)</td>
</tr>
<tr>
<td>Increase (decrease) in supplier security deposits</td>
<td>(2,325,000)</td>
</tr>
<tr>
<td>Net cash provided (used) by operating activities</td>
<td>$ 11,267,920</td>
</tr>
</tbody>
</table>
Staff Report – Item 03

To: Sonoma Clean Power Community Advisory Committee

From: Rachel Kuykendall, Programs Manager

Issue: Review and recommend contract between Electric Motor Werks (EMW) and Sonoma Clean Power for Residential EV Charger Program

Date: June 25, 2018

Requested Committee Action:

Review and recommend to the Board of Directors contract with Electric Motor Werks to provide residential charging equipment to Sonoma Clean Power customers.

Background:

Beginning in 2016, Staff contracted with Electric Motor Werks (EMW) to offer Sonoma Clean Power customers up to 2 free residential electric vehicle chargers capable of receiving a remote signal for demand response. SCP currently offers three charger types: the JuiceBox Pro 40, valued at $501.86, the ClipperCreek JuiceNet Edition, valued at $689.00, and the AeroVironment EVSE-RS, valued at $689.00. Customers pay for shipping, handling and tax for the chargers (roughly $100 per charger) as well as any installation fees. Beginning this year, Sonoma Clean Power began offering a one-time activation incentive of $150 and a $5 per month on-going bill credit for customers participating in the GridSavvy Community, Sonoma Clean Power’s demand response program.

In total, Sonoma Clean Power has deployed 1,756 residential vehicle chargers over the two-year program window.

Proposed Changes to 2018-2019 FY Program:
Staff is recommending the following changes for the 2018-2019 fiscal year electric vehicle charging station program.
- Limit chargers to 1 per customer, unless approved by SCP Programs Director. There is less than a 10% activation rate for 2\textsuperscript{nd} chargers, and orders for second chargers have been more likely to be flagged as fraudulent.
- SCP will be working to transition to a new GridSavvy webstore in Q3-Q4 of 2018. This will allow the store to feature additional demand response technologies such as heat pump water heaters, batteries, and smart thermostats. The webstore will also feature instant enrollment into the GridSavvy program, saving staff time currently dedicated to manual enrollment. The contract for Electric Motor Werks, who currently hosts our webstore, is reflective of this change with a budget decrease in January 2019.
- Staff is proposing to change the overall incentive structure as follows: offer incentive of 50\% of charger price (including tax and shipping) up front and 50\% of charger price (including tax and shipping) on back end once charger is activated. SCP and Electric Motor Werks are able to remotely pick up the IP connection of the charger, so there won’t be an additional burden on customers by shifting the payment to the back end. This equates to roughly the same overall incentive (charger + $150 activation) SCP is currently offering, but will serve to increase activation rates and allow staff to withhold post-installation rebates for chargers installed outside of the SCP service area.

**Contract:**
Staff is seeking the Committee’s recommendation to the Board of Directors to approve the above program changes and the contract for Electric Motor Werks for the residential electric vehicle charging station program. The proposed contract with Electric Motor Werks, with a not-to-exceed budget of $48,000 for services and $700,000 for equipment, will include hosting of the current webstore through December 2018, technical assistance to SCP customers, implementation of a demand response program, and general support to SCP staff and SCP GridSavvy program implementer. The FY 2017-2018 budget associated with this contract has a not-to-exceed budget of $60,000 for services and $700,000 for equipment.

The attached contract is based on our Standard Services Agreement and is similar to the existing contract between Electric Motor Werks and SCP. Any proposed changes to the contract language based on SCP and EMW legal review, which are anticipated to be clerical in nature and not affect overall budget or scope, will be highlighted when this item is presented to the Board of Directors.
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement"), dated as of July __, 2018 ("Effective Date") is made by and between the Sonoma Clean Power Authority ("SCPA"), a California joint powers authority, and Electric Motor Werks, Inc., a California corporation doing business as eMotorWerks ("Consultant"). SCPA and Consultant may be individually referred to as a “Party” or collectively as “Parties.”

1. **Scope of Services**: Consultant agrees to provide any and all of the services as described in Exhibit A.

2. **Performance Standard**: Consultant warrants that it is duly registered and licensed to perform work in the State of California and that it possesses the necessary training, experience and skill to competently and professionally provide the services described in Exhibit A. If SCPA determines that any of Consultant’s work is not in accordance with the level of competency and standard of care normally observed by a person practicing in Consultant’s profession, SCPA, in its sole discretion, shall have the right to do any or all of the following:
   a. require Consultant to meet with SCPA to review the quality of Consultant’s work and resolve matters of concern;
   b. require Consultant to repeat the work at no additional charge until the work meets the level of competency and standard of care normally observed by a person in Consultant’s profession;
   c. terminate this Agreement pursuant to Section 6; or
   d. pursue any and all other remedies at law or in equity.

3. **Staffing and Coordination**: Consultant shall cooperate, and closely coordinate, with SCPA staff in providing all services under this Agreement. Consultant’s employee Alan White is considered to be “Key Personnel” without whom SCPA would not have entered into this Agreement. Consultant shall not terminate or remove Mr. White from providing services under this Agreement without the written approval of SCPA.

4. **Payment**: For all services performed hereunder, Consultant shall be paid at the flat rate of $5,000.00 per month, inclusive of all expenses, through December 31st, 2018. After December 31st, Consultant shall be paid at the flat rate of $3,000.00 per month, inclusive of all expenses. If the transition of webstore to third party
vendor (See Exhibit A, Scope of Work, Item 1) occurs prior to December 31, 2018, then Consultant shall be paid at the flat rate of $3,000 per month for each month after the transition occurs. SCPA shall notify Consultant of date of transition from Phase 1 (Use of Consultant’s Webstore) to Phase 2 (Fulfillment of Orders through third Party Webstore) by writing at least 14 days in advance of the date of transition.

Consultant shall submit one invoice for each calendar month in which services are performed. Upon receipt of properly prepared invoicing, SCPA shall pay Consultant within 30 calendar days for services provided in accordance with this Agreement. In no event shall the amount payable for services performed during the term of this Agreement exceed $48,000.00.

Consultant shall also submit invoices for each calendar month in which Equipment is sold to customers. Upon receipt of properly prepared invoicing, in accordance with the documentation required in Exhibit A, SCPA (either directly or through its consultant) shall pay Consultant within 30 calendar days for equipment sold in accordance with this Agreement. In no event shall the amount payable for equipment sold during the term of this Agreement exceed $700,000.00.

Consultant will email an itemized list (in Excel spreadsheet format) containing information about each customer purchasing equipment: the purchasing customer name, email address, and PG&E account number, the equipment purchased and shipped, customer’s status with respect to equipment activation on JuiceNet, last charger IP address location, time of last IP connection with charger, charger location zip code as provided at time of activation.

5. **Term of the Agreement:** The initial term of this Agreement shall be from the Effective Date to June 30, 2019, unless terminated pursuant to Section 6 or amended by a written, executed amendment to the Agreement.

6. **Termination:** Notwithstanding any other provision of this Agreement, at any time and without cause, the Parties shall have the unequivocal right to terminate this Agreement by giving thirty (30) calendar days written notice to the other Party. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations or violate any of the terms of this Agreement,
Agreement (Termination for Cause), SCPA may, upon providing Consultant written notice stating the reason for termination, immediately terminate this Agreement. In the event of termination, Consultant, within fourteen (14) calendar days following the date of termination, shall deliver to SCPA all materials and work product subject to Section 16 and shall submit to SCPA a final invoice for all outstanding payments.

7. **Indemnification:** Consultant will indemnify and hold SCPA harmless from all claims, demands, or liability arising out of or resulting from Consultant’s negligent acts or omissions in the performance of Consultant’s obligations under this Agreement, excepting any claims, demands or liability caused solely (as between SCPA and Consultant) by the fault or negligence of, or by the willful misconduct of, SCPA and SCPA’s agents, employees, representatives, officers, and servants (with the exception of Consultant). The indemnification shall include reasonable legal fees. Legal counsel shall be selected by SCPA, subject to the approval of Consultant. Consultant’s approval of legal counsel shall not be unreasonably withheld. SCPA shall promptly notify Consultant of any adverse claims and cooperate with Consultant and its agents and attorneys in the investigation and management of such claims, including claims arising out of Consultant’s negligence.

8. **Insurance:** Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived in writing by SCPA.
   
a. If Consultant has employees at any time during the term of this Agreement, Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California, and Employers Liability with minimum limits of $1,000,000 per accident; $1,000,000 disease per employee; $1,000,000 disease per policy.

b. Commercial General Liability Insurance with Minimum Limits: $1,000,000 per occurrence; $2,000,000 general aggregate; $2,000,000 products/completed operations aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, SCPA requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   
   1. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. Deductibles or self-insured
retention that exceeds $25,000 must be approved in advance by SCPA. Consultant is responsible for any deductible or self-insured retention and shall fund it upon SCPA’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving SCPA.

2. SCPA shall be an additional insured for liability arising out of operations by, or on behalf of, the Consultant in the performance of this Agreement.

3. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

4. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.

c. Automobile Liability Insurance with Minimum Limit of $1,000,000 combined single limit per accident. Automobile Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement. Automobile Insurance shall apply to hired and non-owned autos.

d. Professional Liability/Errors and Omissions Insurance with Minimum Limit of $1,000,000 per claim or per occurrence. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by SCPA. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best’s rating of at least A: VII.
f. The Certificate of Insurance must include the following reference: Sonoma Clean Power Authority.

g. All required Evidence of Insurance shall be submitted to SCPA within 3 business days of the Effective Date. Consultant agrees to maintain current Evidence of Insurance on file with SCPA for the entire term of this Agreement.

h. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma Clean Power Authority, Attn: Contract Administration, 50 Santa Rosa Avenue, Fifth Floor, Santa Rosa, CA, 95404.

i. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) business days before expiration or other termination of the existing policy.

j. Consultant shall provide SCPA immediate written notice if:
   1. any of the required insurance policies are terminated;
   2. the limits of any of the required policies are reduced; or
   3. the deductible or self-insured retention is increased.

k. Upon written request, certified copies of required insurance policies must be provided within thirty (30) calendar days.

l. Consultant’s indemnity and other obligations shall not be limited by these insurance requirements.

9. **Status of Consultant:** Consultant, in performing the services under this Agreement, shall act as an independent contractor and shall control the work and the manner in which it is performed. At no time shall Consultant work as an agent or employee of SCPA and at no time shall Consultant be entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits SCPA provides its employees. In the event SCPA exercises its right to terminate this Agreement pursuant to Section 6, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10. **No Suspension or Debarment:** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any state or federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded
from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

11. **Taxes:** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCPA harmless from any liability which it may incur to the United States or to any US State as a consequence of Consultant’s failure to pay, when due, all such taxes and obligations. In the event SCPA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to, in a timely fashion, furnish SCPA with proof of payment of taxes on these earnings.

12. **Records Maintenance:** Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCPA for inspection at any reasonable time. Consultant shall maintain such records for a period of five (5) years following the expiration or termination of this Agreement.

13. **Conflict of Interest:** Consultant warrants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with Consultant’s performance under this Agreement. Consultant further warrants that in the performance of this Agreement no person having any such interests shall be assigned by Consultant to perform work under this agreement nor be given access to the information described in Section 16. Consultant shall comply with any and all applicable California Fair Political Practices Act requirements.

14. **Statutory Compliance:** Contractor shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement.

15. **Nondiscrimination:** Without limiting any other provision of this Agreement, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical
condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by reference.

16. **Confidentiality, Ownership and Disclosure of Work Product:** All information obtained by Consultant under this Agreement shall be deemed confidential ("Confidential Information"). Unless SCPA provides written permission, Consultant is compelled by a court of law or regulatory agency, or Consultant obtained Confidential Information from a source or sources other than SCPA, Consultant shall not share Confidential Information with any other person or entity outside of SCPA staff and SCPA authorized representatives. Consultant further agrees to execute non-disclosure agreements related to protecting Confidential Information as requested by SCPA. Provisions related to Confidential Information shall survive expiration or termination of the Agreement for a period of five (5) years. All reports, original drawings, graphics, plans, studies, and other data or documents ("Documents"), in whatever form or format, produced by Consultant or Consultant’s subcontractors, consultants, and other agents within the term and scope of this Agreement shall be the property of SCPA. SCPA shall be entitled to immediate possession of such Documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCPA all such Documents, which have not already been provided to SCPA in such form or format, as SCPA deems appropriate. Such Documents shall be and will remain the property of SCPA without restriction or limitation.

17. **Assignment and Delegation:** Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this Agreement without the prior written consent of the other.

18. **Written Communications:** All written communications, including notices, bills and payments, may be made via electronic mail or to the following addresses:

   TO: SCPA: Sonoma Clean Power Authority
       Attn: Contract Administration
       50 Santa Rosa Avenue, 5th Floor
       Santa Rosa, CA 95404

   TO: CONSULTANT: eMotorWerks
       ATTN: Alan White
19. **No Waiver of Breach**: The waiver by SCPA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

20. **Construction**: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Parties agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The Parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

21. **Consent**: Wherever in this Agreement the consent or approval of one Party is required to an act of the other Party, such consent or approval shall not be unreasonably withheld or delayed.

22. **No Third-Party Beneficiaries**: Nothing contained in this Agreement shall be construed to create, and the Parties do not intend to create, any rights in third parties.

23. **Applicable Law and Forum**: This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement, or for the breach of this Agreement, shall be brought and tried in Santa Rosa, California, or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

24. **Exhibits**: In the event of a conflict between the body of this Agreement and any Exhibits or attachments, the language in the body of this Agreement shall prevail.
25. **Captions:** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

26. **Merger:** This writing is intended both as the final expression of the Agreement between the Parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties.

27. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision within this Agreement.
By signing below, the signatories warrant that each has authority to execute this Agreement on behalf of their respective Parties, and that this Agreement is effective as of the Effective Date.

Electric MotorWerks, Inc

By: ____________________________
   Alan White
   Chief Business Officer

Date: ____________________________

Sonoma Clean Power Authority:

By: ____________________________
   Geof Syphers
   Chief Executive Officer

Date: ____________________________

APPROVED AS TO FORM FOR SCPA:

By: ____________________________
   General Counsel

Date: ____________________________
EXHIBIT A

SCOPE OF WORK

SERVICE OVERVIEW:
Under the umbrella of SCPA’s GridSavvy Program, Consultant shall provide Electric Vehicle Supply Equipment and technical product support for SCPA. This includes:

- Identifying three or more Electric Vehicle Supply Equipment products that are JuiceNet-enabled.
- Through no later than December 31st 2018, maintaining a web page where customers can directly procure charging station products. After December 31st 2018 or earlier date provided in writing by SCPA, working with SCPA and third-party web page consultant to provide technical and programmatic support for Electric Vehicle Supply Equipment products.
- Responding to demand response signals sent by GridSavvy Program Implementer.
- Providing reports to SCPA and associated third party vendor as requested.
- Provide technical product support to SCPA customers through call and online systems.
- Ongoing program support.

TASKS:

1. PROGRAM WEB PAGES
In an effort to connect EVSE Equipment to the larger GridSavvy program, SCPA will migrate to a new webstore owned and operated by SCPA or its third-party vendor. This transition shall happen no later than December 31, 2018. SCPA shall notify Consultant of date of transition from Phase 1 (Use of Consultant’s Webstore) to Phase 2 (Fulfillment of Orders through third-party Webstore) by writing at least fourteen (14) days in advance of transition. In the next month following this transition, monthly fee paid to Consultant shall transition from $5,000 to $3,000.

Provide content, editorial review, and design suggestions for SCPA and/or SCPA’s consultants/agents for a series of web pages to promote Electric Vehicle Supply Equipment under the GridSavvy program through the process described below. A minimum of three Equipment options will be offered. Coordinate with SCPA staff, or it’s consultants and agents, to design copy, pricing, discounts and process, including
customer verification protocol and information flow through December 31st, 2018. After December 31st, 2018, Coordinate with SCPA staff and its consultants and agents, to design copy and provide reports as detailed in Phase 2 below.

**Phase 1: Use of Consultant’s Webstore**

Consultant shall, maintain, a webstore where customers will order discounted JuiceNet-enabled Level 2 charging equipment (the “Equipment”) and be allowed to sign up for the GridSavvy Demand Response Community. SCPA customers must order equipment and apply for SCPA-provided incentives through the SCPA web page developed by Consultant. Upon receiving orders through the SCPA web page, Consultant shall conduct a full applicant review, including Q&A, online support, and use an SCPA-provided online verification tool to verify whether the customer is an SCPA customer. Once SCPA customer status is verified, Consultant shall process and fulfill SCPA customer requests for Equipment.

Within 1 business day, Consultant shall notify SCPA by writing with any updates to equipment, equipment pricing, backorders of equipment, or suspected fraudulent activity.

Each week, consultant will email an itemized list (in Excel spreadsheet format) containing the following information weekly:

A cumulative list, from the beginning of the fiscal year, that includes order number, purchasing customer name, email address, PG&E account number, service address, shipping address, equipment(s) ordered and shipped, status with respect to equipment activation on JuiceNet, last charger IP address location, time of last IP connection with charger, charger location zip code as provided at time of activation.

**Phase 2: Fulfillment of Orders through Third-Party Webstore**

Consultant shall process orders that are received through Application Programming Interfaces (APIs) from an online SCPA webstore developed by SCPA or its third-party vendor. Customer verification shall be conducted by SCPA or its third-party vendor prior to order being sent via API to Consultant. Customer sales tax on the retail value
of the Equipment (as shown in the chart below) plus the shipping and handling fee of $50 shall be charged by SCPA or its third-party vendor, with the shipping fee remitted to Consultant on a daily basis via electronic transfer. Consultant will provide the necessary exchange of information to SCPA and its third-party vendor via APIs. Consultant shall coordinate with SCPA or its third-party vendor to implement processes for order fulfillment from a third party webstore and ensure a good customer experience.

Each week, Consultant will email an itemized list (in Excel spreadsheet format) containing the following information:

A cumulative list, from the beginning of the fiscal year, that includes order number, purchasing customer name, email address, PG&E account number, service address, shipping address, equipment(s) ordered and shipped, status with respect to equipment activation on JuiceNet, last charger IP address location, time of last IP connection with charger, charger location zip code as provided at time of activation.

Within 1 business day, Consultant shall notify SCPA or its third-party vendor by writing with any updates to equipment, equipment pricing, backorders of equipment.

**Deliverables:**

**Phase 1:**
Functional website hosted by SCPA, and an eMotorWerks store that allows sale of equipment. Operate site through no later than December 31, 2018.

**Phase 2:**
Functional APIs and ability to process & ship orders from an SCPA or third party vendor hosted online store.

2. **DEMAND RESPONSE**
Consultant shall work with SCPA and SCPA’s third-party vendor to implement a demand response program in the SCPA service territory using EVSEs purchased by SCPA customers. Within 1 month of contract signing, Consultant shall be able to fully respond to an event request called by SCPA or SCPA’s third-party vendor and be able to provide reports to SCPA and SCPA’s third-party vendor detailing response of
customers during event. The reports can be in the form of an OpenADR report (preferred), UI graphical interface that is able to export data, Excel spreadsheet, or equivalent.

Data in the report shall include:
- Vehicle plug-in time
- Vehicle disconnection time
- Charging start time
- Charging end time
- Average kW over charging period
- kWh (5 or 15-minute intervals over charging period)
- Customer indicated departure time, if available.
- Energy required, if available.

2. CUSTOMER TECHNICAL ASSISTANCE
Provide support to SCPA customers interested in installing JuiceNet-enabled EVSEs, particularly relating to equipment features and selection, electrician selection/hiring, and installation questions. Support requests may come directly from the customer or through either SCPA or SCPA’s third-party vendor.

Deliverables:
Non-Residential/Commercial: Phone calls, emails, and occasional meetings with SCPA nonresidential customers.
Residential: “self-service” materials to help residential customers such as FAQs, and short simple guides to charger installation.

3. SOCIAL MEDIA OUTREACH AND MARKETING, AND MESSAGING SUPPORT
At the request of SCPA, promote the electric vehicle charging station program on social media in coordination with SCPA’s third-party vendor, SCPA’s Director of Marketing, SCPA’s Director of Programs, or other SCPA Staff as assigned. Provide collateral development and updates for end customers, as requested by SCPA. Provide access to eMotorWerks media, logos, product images, marketing, and sales channels as needed. eMotorWerks will have approval of all use of our brand, company name and images 3 business days ahead of usage.
Deliverables: Written materials, collateral development, and support related to charger products as directed by SCPA’s third-party vendor or SCPA’s Director of Marketing.

4. SMART CHARGE OUTREACH SUPPORT
As requested by SCPA’s Director of Programs or other SCPA Staff as assigned, provide outreach and training support as necessary to facilitate the sale of JuiceNet-enabled EVSEs.

Deliverables: Calls, emails, and occasional meetings with market participants.

5. GENERAL COORDINATION WITH SCPA
Participate in regular meetings and calls with SCPA’s Director of Programs, SCPA’s third-party vendor, and other staff as assigned, to coordinate work. Discuss and resolve customer complaints and provide reports on program progress. Participate in regular meetings and calls with vendors working with SCPA to develop, implement, and manage an SCPA webstore, as requested by SCPA’s Director of Programs, and other staff as assigned.

Deliverables: Meetings and calls as necessary. Provide written monthly statistics on numbers of SCPA customers participating, new sign-ups, customers leaving, customer complaints and issues, and other similar diagnostic data on the program.