

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 07/21

Item description/summary:

Consider Accepting Contract from Voltus, Inc.

Olivehurst Public Utility District (OPUD) has been working with Voltus, Inc. to reduce electricity usage during peak hour usage from 4-9 PM with the goal to reduce the amount of stress on the Electricity Grid. The benefits to OPUD are more efficiently using our electricity during off peak hours and reducing pumping to be more efficient with our energy usage. In return, this reduces our overall monthly electricity bill and Voltus, Inc. will pay OPUD for the time periods we don't use electricity when there is a high demand for reduction. The times we don't use electricity is known in advance and all operators are notified on when those dates are. There are no penalties if electricity reduction cannot be met when designated to do so.

Fiscal Analysis:

Employee Feedback

n/a

Sample Motion:

Accept contract with Voltus, Inc.

Prepared by: Swarnjit Boyal, Public Work Engineer



Distributed Energy Resource Agreement

This Distributed Energy Resource Agreement (“Agreement”), effective as of the later signature date (“Effective Date”), is made between Voltus, Inc. (“Voltus” and “Party”), located at 2443 Fillmore St. #380-3427, San Francisco, CA 94115, and Olivehurst Public Utility District (“Customer” and “Party”), located at 1074 Algodon Rd. Olivehurst, CA 95961. Any Exhibit or Appendix attached hereto shall be incorporated herein by reference and be binding on the Parties.

1. **Term.** This Agreement will start on the Effective Date and automatically renew 72 months after the first day of participation in the distributed energy resource program(s) (“Program”) for an equal, subsequent term unless either Party provides notice of its intent to terminate this Agreement within thirty (30) days of the end of the then current term.
2. **Voltus Managed Services**
 - a. *Scope of Services:* Voltus will manage Customer’s participation in the Program(s) listed on Exhibit 1, in accordance with rules set forth by Voltus, the grid operator, and/or utility (“Operator”). Voltus will (i) work with Customer to develop an appropriate curtailment plan; (ii) manage all aspects of Customer’s participation in the Program(s) and (iii) process all Program financial settlements in accordance with the rules set forth by the Operator.
 - b. *Voltlet and VoltApp:* Upon Customer’s authorization, Voltus will equip Customer with a system that collects energy data (“Voltlet”) and provides visibility of this data through the Voltus cloud (“VoltApp”). At the Customer’s request, such system may enable remote distributed generation control and direct load management. Voltus will install the system at each Customer facility as identified on Exhibit 1, which may be amended with the Customer’s written consent, including email, to reflect additional locations.
3. **Customer Requirements**
 - a. *Utility Data:* Customer hereby authorizes utility data access for Voltus for facilities listed on Exhibit 1.
 - b. *Voltlet Installation:* In the event a Voltlet needs to be installed, Customer will provide Voltus personnel, or their designee, with access to meters and/or equipment at facilities listed on Exhibit 1.
 - c. *Acceptance Testing:* If the program requires acceptance testing, Customer will work with Voltus to validate Customer capability at each facility in a timely manner.
 - d. *Performance:* Customer will use best efforts to execute its curtailment plan when notified by Voltus in accordance with Program rules. The capacity listed on Exhibit 1 represents the Parties’ best estimate of performance and actual enrollment may vary.
4. **Payments**
 - a. *Capacity Payments:* Voltus will pay Customer \$3.00 per kilowatt (kW) per year for all capacity owing to Customer’s performance in the PGE DRAM Program by facility, \$6.00 per kilowatt (kW) per year for all capacity owing to Customer’s performance in the Program PGE CBP by facility and \$2,000/MW-hr in CAISO Emergency Demand Repone by facility, less \$350 per Voltlet per month.
 - b. *Underperformance:* By complying herewith, in no event shall Customer be penalized for underperformance.
 - c. *Payment Timing:* Voltus will issue Customer payment within 45 days of Voltus’s receipt of payment from the Operator for (i) each Program season if the Program has a fixed season, or (ii) the preceding quarter.



5. **General Terms**

- a. *Limitation on Liability:* Voltus is not liable for Customer participation in Program(s). All remedies or damages are expressly waived, including any indirect, punitive, special, consequential, or incidental damages, lost profit, or other business interruption damages.

Voltus, Inc.

Name: _____

Title: _____

Date: _____

Email: _____

Signature: _____

Customer

Name: _____

Title: _____

Date: _____

Email: _____

Signature: _____



voltus
BETTER ENERGY • MORE CASH

More Cash Meeting

Olivehurst Public Utility District

July 2022

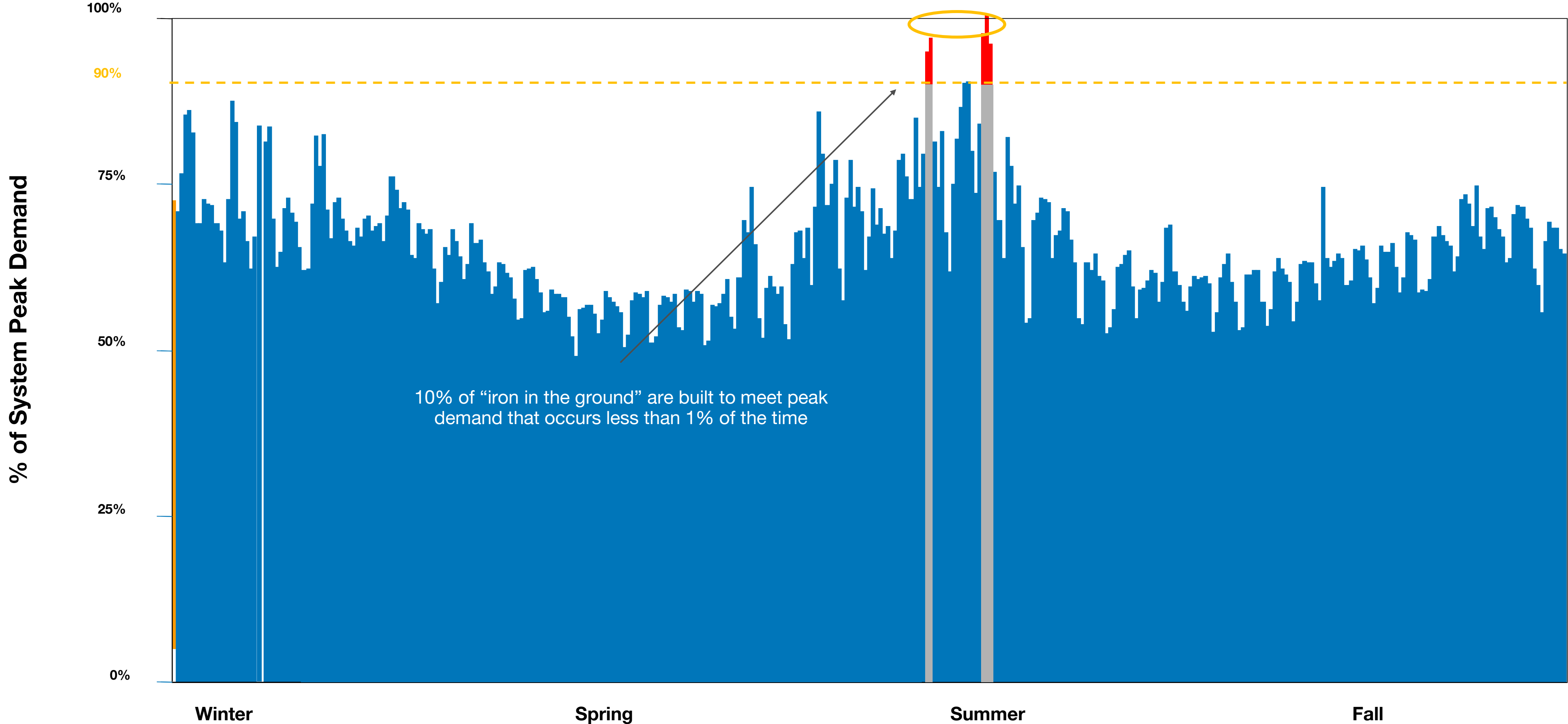


What is Demand Response?



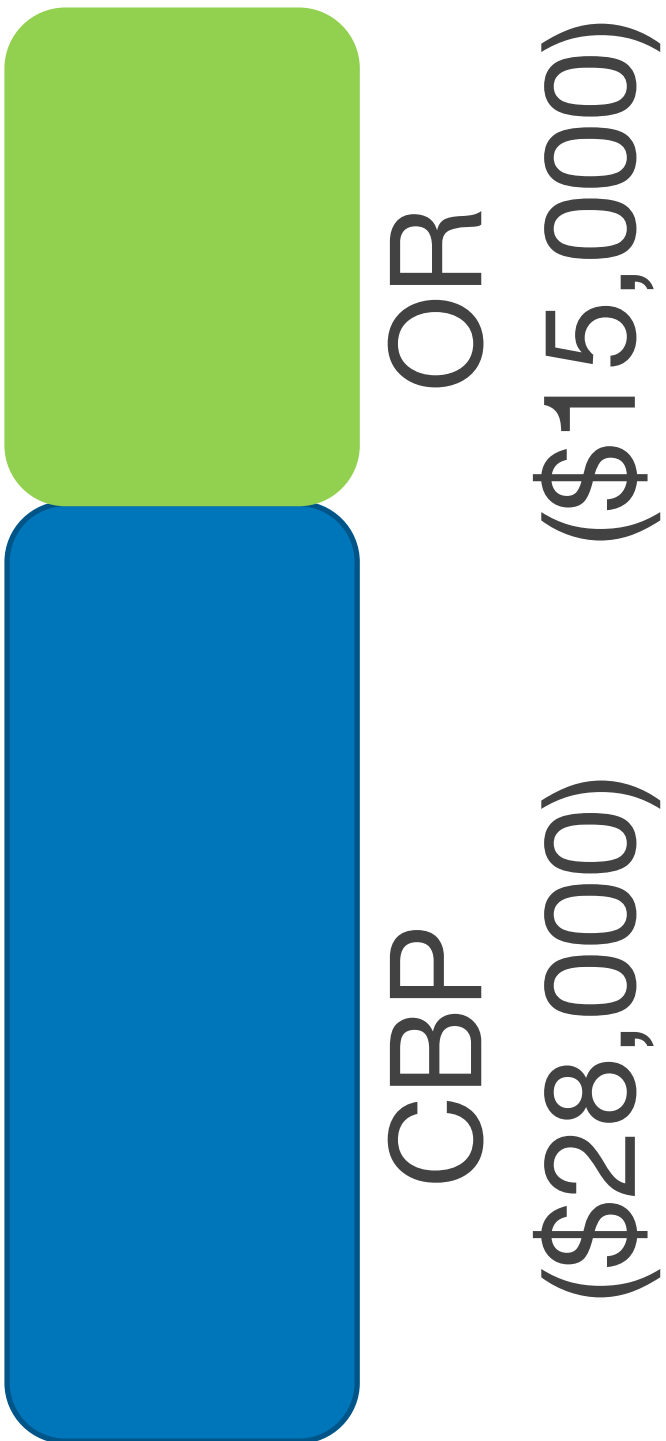
... is a reliable, cost-effective way to meet peak electrical demand, avoiding the need to build generation and transmission capacity that will be used less than 1% of the year.

Annual Grid Electrical Demand





up to \$43,000/MW-yr
Net Demand Response
Revenue



DR Programs in CAISO - How do they work?



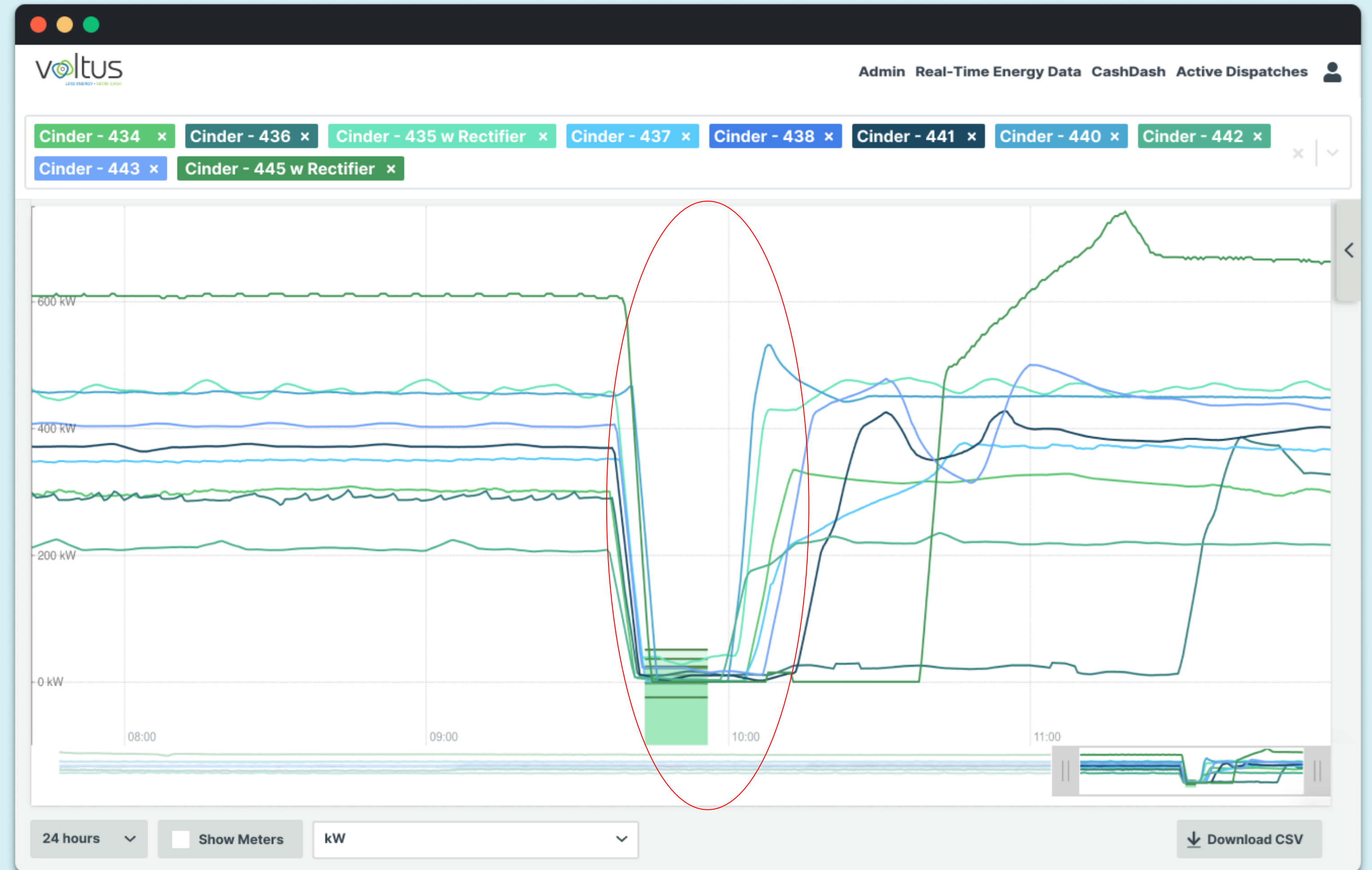
Voltus administers several demand response solutions, your flexibility will determine the best program fit.

Program Name	Energy Market	Enrollment Deadlines	Earnings Potential	Dispatch Frequency	Dispatch Duration Hours	Event Notification
Capacity Bidding Program (CBP)	PG&E	May	\$28,000/MW-yr	3	1-4 hrs	24 hours
Operating Reserves (OR)**	CAISO	Rolling Enrollment	Market price - \$15,000/mw-yr	12-25	10-30min	10min
Emergency Load Reduction Program (ELRP)**	PG&E, SCE, SDG&E	Rolling Enrollment	\$2,000/per MW-hr	20hrs	60-300min	24 hours

Demand Response Simplified



Earn cash to reduce electricity consumption in response to a market signal



Technology to Make Life Easier



VoltApp speaks the language of cash and simplifies the complexities of market participation.

- Real-time Energy Data
- PortfolioDash
- CashDash

The top screenshot displays the 'SPP - Operating Reserves' dashboard. It features a 'Performance' section with a gauge showing 103% current performance, a 'Potential Earnings' of \$443,272, and a 'Time Remaining' of 0h 14m. A green 'On Track' indicator states, 'You are delivering enough kW to meet your commitment.' Below this is a table of current performance for various units.

Unit	Current Performance (kW)	Current Performance (%)
Cinder - 434	3,437kW	137%
Cinder - 436	32kW	1%
Cinder - 443 w Rectifier	1,513kW	126%

The middle screenshot shows a real-time energy data graph for multiple Cinder units (434, 436, 435 w Rectifier, 437, 438, 441, 440, 442, 443, 445 w Rectifier). The graph plots power in kW over a 24-hour period, showing a significant drop in power around 10:00 AM.

The bottom screenshot displays the 'Empire Apple Realty' portfolio dashboard. It shows a 'Total Forecasted Value' of \$1.93M and a 'Historic Average Performance' of 92%. A message states, 'You're leaving money on the table. Contact Voltus at (415) 463-4236 to learn how you could be performing better.' A bar chart shows 'Monthly Maximum Registered kW by Site' from Jan to Dec 2020. Below the chart is a table of 'Selected Sites'.

Site	Program	Start time	End time	Registered kW	Value
EAR - 10 Center St	ConEd - CSRP - HERALD SQUARE 2PM-6PM	Jul 1, 2020	Oct 1, 2020	352	\$28,685.30
EAR - 42 Center St	ConEd - CSRP - HERALD SQUARE 2PM-6PM	May 1, 2020	Jul 1, 2020	586	\$46,553.20
EAR - 10 Center St	ConEd - DLRP - HERALD SQUARE	Jul 1, 2020	Oct 1, 2020	352	\$28,725.60

One-page Commercial Agreement



We've turned the complexity of connecting DERs to energy markets into a **simple, single-page agreement**. We integrate our technology into your facilities at **no cost** to you, and **we eliminate any risk** to our customers of participating in complex energy markets or utility programs.



Distributed Energy Resource and Peak Saver Agreement

This Distributed Energy Resource and Peak Saver Agreement ("Agreement"), effective as of _____ ("Effective Date"), is made between Voltus, Inc. ("Voltus"), located at 2443 Fillmore St. #380-3427, San Francisco, CA 94115, and _____ ("Customer"), located at _____ both defined herein as the Parties to this Agreement.

1. **Term.** This Agreement will start on the Effective Date and automatically renew _____ months after the first day of participation in the distributed energy resource program(s) ("Program") for an equal, subsequent term unless either Party provides notice of its intent to terminate this Agreement within thirty (30) days of the end of the then current term.
2. **Voltus Managed Services**
 - a. *Distributed Energy Resource Scope of Services:* Voltus will manage Customer's participation in the Program(s) listed on Exhibit 1, in accordance with rules set forth by the grid operator and/or utility ("Operator"). Voltus will (i) work with Customer to develop an appropriate curtailment plan; (ii) manage all aspects of Customer's participation in the Program(s) and (iii) process all Program payments in accordance with the rules set forth by the Operator.
 - b. *Peak Saver Scope of Services:* Voltus will provide services to help Customer reduce and/or eliminate Customer's demand charges at the sites listed on Exhibit 1. Voltus will (i) analyze site-specific information (e.g., energy interval data, utility bills), (ii) present to customer savings available for each site based on specific energy reduction strategies, (iii) finalize with site personnel the demand reduction plan and dispatch protocol, (iv) notify and dispatch sites in connection with potential peak demand hours, and (v) provide post-season analysis and reporting on savings delivered.
 - c. *Voltlet and Voltapp:* Upon Customer's authorization, Voltus will equip Customer with a system that collects energy data ("Voltlet") and provides visibility of this data through the Voltus cloud ("Voltapp"). At the Customer's request, such system may enable remote distributed generation control and direct load management. Voltus will install the system at each Customer facility as identified on Exhibit 1, which may be amended with the Customer's consent to reflect additional locations.
3. **Customer Requirements**
 - a. *Utility Data:* Customer hereby authorizes utility data access for Voltus for facilities listed on Exhibit 1.
 - b. *Voltus System Installation:* In the event a Voltlet needs to be installed, Customer will provide Voltus personnel, or their designee, with access to meters and/or equipment at facilities listed on Exhibit 1.
 - c. *Acceptance Testing:* If the program requires acceptance testing, Customer will work with Voltus to prove Customer capability at each facility in a timely manner prior to Voltus registration of each facility in the Program(s).
 - d. *Distributed Energy Resource Performance:* Customer will reduce electrical demand when notified by Voltus in accordance with Program rules. The Parties understand that the capacity listed on Exhibit 1 represents the best estimate of performance and that performance may vary.
4. **Payments**
 - a. *Distributed Energy Resource Payment Sharing:* Voltus will pay Customer _____% of all payments obtained by Voltus owing to Customer's performance in the Program(s), up to the total enrolled amount, less \$150 per Voltlet per month.
 - b. *Peak Saver Shared Savings:* Customer will pay Voltus _____% of electricity demand charge savings owing to Customer's performance in accordance with this Agreement. Such payments are due to Voltus within forty-five (45) days of each calendar month in which the savings accrue to Customer. The calculation of savings for each site is defined on Exhibit 2. Notwithstanding the foregoing, any such payments owed to Voltus shall be subtracted from payments owed to Customer per paragraph 4a.
 - c. *Underperformance:* In no event shall Customer be penalized for underperformance.
 - d. *Payment Timing:* Voltus will issue customer payment within 45 days of Voltus's receipt of payment from the Operator for each program season.
5. **General Terms**
 - a. *Limitation on Liability:* Voltus is not liable for Customer participation in Program(s). All remedies or damages are expressly waived, including any indirect, punitive, special, consequential, or incidental damages, lost profit, or other business interruption damages.
 - b. *Choice of Law:* This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____ without giving effect to choice of law rules.