



Board of Directors Meeting

Wednesday, June 20, 2018

6:00 pm

City of Hayward

Council Chambers

777 B Street,

Hayward, CA 94544

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the Clerk of the Board at least 2 working days before the meeting at (510) 736-4981 or Scabrera@ebce.org.

If you have anything that you wish to be distributed to the Board, please hand it to the clerk who will distribute the information to the Board members and other staff

1. **Welcome & Roll Call**
2. **Pledge of Allegiance**
3. **Closed Session CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of California Government Code Section 54956.9 -- one case.**
4. **Report on action taken in Closed session**
5. **Public Comment**

This item is reserved for persons wishing to address the Board on any EBCE-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to three minutes per speaker.

CONSENT AGENDA

6. **Climate Corps Fellowships - Agreement between EBCE and Strategic Energy Innovations**

Approve the "Agreement for Placement of Climate Corps Program Fellows between The East Bay Community Energy Authority and Strategic Energy Innovations" for up to \$112,841 to fund up to two year-long fellows that will support community outreach as part of Phase 2 launch to residential customers

7. **Legal Services Agreements with Richards, Watson & Gershon and Troutman Sanders Recommendation**
 - A. Approve an amendment to the Legal Services Agreement with Richards Watson & Gershon adding \$25,000 to the contract amount for a total contract amount of \$290,000 and extending the Legal Services Agreement to August 30, 2018.
 - B. Approve a resolution authorizing the CEO to negotiate and execute a legal services agreement with Troutman Sanders to provide legal services in connection with power procurement for an amount of \$150,000 for the period November 15, 2017 through August 31, 2018.

REGULAR AGENDA

8. **Approval of Minutes from May 16, 2018**
9. **Community Advisory Committee Report on Chair elections**
10. **CEO REPORT**
 - A. Executive Committee Meeting;
 - B. Marketing;
 - C. Update on Opt-Outs; and
 - D. Local Development Business Plan
11. **Amendments to the Joint Powers Agreement (Action Item)**

Adopt a resolution amending the East Bay Community Energy Authority (“EBCE”) Joint Powers Agreement (“JPA”) to:

 - A. Allow a Board Member or alternate who is no longer on the governing body of a member agency to continue to serve on the EBCE Board of Directors until a new Director or alternate is appointed by the member agency;
 - B. Provide for up to three alternates to serve on the Community Advisory Committee (“CAC”) in the event that regularly appointed committee members cannot attend;
 - C. Appoint the Chair and Vice Chair of the EBCE Board in June to serve consistent with the EBCE fiscal year, which is July 1 to June 30; and
 - D. Amend the timeline for preparation of the Local Development Business Plan (“LDBP”).
12. **Approval of Updates to the EBCE Rate Sheets (Action Item)**

Approve the updated rate sheets for the *Bright Choice*, *Brilliant 100*, and *Renewable 100* product services.
13. **Approve Legislative Position on Senate Bill (SB) 64 Fossil-fuel generation units (Action Item)**

Approve EBCE taking a formal “Support” position on SB 64 (Wieckowski) Fossil-fuel generation units.

- 14. Delegation of Authority to EBCE Executive Committee (Action Item)**
Adopt a resolution delegating authority to the Executive Committee to:

 - A. Authorize the Chief Executive Officer (“CEO”) to submit responses to requests for proposals;
 - B. Authorize the CEO to prepare letters of support for grants submitted by other agencies and nonprofit organizations;
 - C. Provide direction to staff related to supporting or opposing legislation or regulatory rulemaking; and
 - D. Review operating policies and procedures and submit a recommendation to the full Board

- 15. East Bay Community Energy 2018 - 2019 Budget (Action Item)**
Approve the proposed Fiscal Year 2018-2019 Budget, which includes projections for Revenues, Expenses, Financial Reserves, and Local Development.

- 16. East Bay Community Energy Financial Reserves Policy (Action Item)**
Approve a Financial Reserves Policy for EBCE providing for four separate funds including:

 - A. Operating/Credit Reserve for the purpose of supporting agency credit;
 - B. Rate Discount Reserve to help ensure that EBCE can maintain rate parity with PG&E;
 - C. Collateral Reserve to allow the posting of collateral for energy and related purchases; and
 - D. Local Development Reserve that allows multi-year local program funding commitment

- 17. JPA Member Election to Default Phase 2 Customers onto Brilliant 100 or Renewable 100 (Action Item)**
Adopt a resolution directing staff to make the necessary arrangements to adjust the default service for the Phase 2 enrollment to be *Brilliant 100* or *Renewable 100* for certain residential customers in Piedmont, Albany and Hayward.

- 18. East Bay Community Energy Integrated Resource Plan (IRP) Scenarios (Informational Item)**
Discuss EBCE’s Integrated Resource Plan Filing (IRP):

 - A. Receive briefing on CPUC IRP Guidelines and compliance requirements; and
 - B. Discuss EBCE’s approach to developing CPUC IRP.

- 19. CAC Appointment Recommendations (Action Item)**
Appoint the following applicant to the Community Advisory Council:

 - A. Brinda Thomas, Fremont

- 20. Board Member and Staff Announcements including requests to place items on future Board Agendas**

- 21. Adjournment - to Date: Wednesday, July 18, 2018**
Location: City of Hayward,
Council Chambers
777 B Street
Hayward, CA 94541



Staff Report Consent Item 6

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP Marketing and Account Services

SUBJECT: Climate Corps Fellowships - Agreement between EBCE and Strategic Energy Innovations

DATE: June 20, 2018

Recommendation

Approve the "Agreement for Placement of Climate Corps Program Fellows between The East Bay Community Energy Authority and Strategic Energy Innovations" for up to \$112,841 to fund up to two year-long fellows that will support community outreach as part of Phase 2 launch to residential customers

Background

EBCE presented an overview marketing plan to interested members of the public on June 8, 2018. This overview plan indicated that EBCE will conduct outreach directly to community members and through community organizations. In order to deliver this outreach, EBCE must increase personnel resources for scheduling and staffing events.

Climate Corps is an award-winning fellowship program that provides incredible professional development opportunities for emerging climate protection leaders through implementation of climate change resiliency projects with local governments, non-profits and for-profit businesses. The Climate Corps program is run by Strategic Energy Innovation in San Rafael. Alameda County and the cities of Fremont, Hayward, Oakland, and Piedmont currently have open positions for Climate Corps fellows. Additional, other CCAs such as MCE Clean Energy and Silicon Valley Clean Energy have used this program to support outreach to their service communities.

Analysis & Discussion

The Climate Corps fellow(s) could start as early as July 1 or as late as September 1, depending on the selected candidate. The service term runs through June 2019. The total cost for each fellow for July 2018 through June 2019 is \$56,420.50 - a total of \$112,841 for two fellows for a one-year term.

Attachments

- A. Agreement for Placement of Climate Corps Program Fellows between The East Bay Community Energy Authority and Strategic Energy Innovations

**AGREEMENT FOR PLACEMENT OF CLIMATE CORPS PROGRAM FELLOWS
BETWEEN
THE EAST BAY COMMUNITY ENERGY AUTHORITY
AND
STRATEGIC ENERGY INNOVATIONS**

This Agreement for Placement of Climate Corps Program Fellows is made and entered into this ____ day of _____ 2018, by and between the East Bay Community Energy Authority, a California joint powers authority ("EBCE"), and Strategic Energy Innovations, a California nonprofit corporation formed under Section 501(c)(3) of the Internal Revenue Code ("SEI").

RECITALS

- A. SEI is a duly organized, validly existing nonprofit corporation in good standing under the laws of the State of California; and
- B. SEI seeks to place up to two (2) Climate Corps Program Fellows ("Fellows") with EBCE to engage in climate and energy initiatives, and to monitor these services during the term of this Agreement; and
- C. EBCE would like to hire up to two (2) Fellows to assist with various clean energy initiatives.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

SEI and EBCE will perform those services specified in detail in Exhibit A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this Agreement will be from July 1, 2018 to June 30, 2019, inclusive, subject to the provisions of Section 10 of this Agreement.

SECTION 3. COMPENSATION.

The compensation to be paid to SEI will not exceed Fifty-Six Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (\$56,462.50) per Fellow. The rate and schedule of payment is set out in Exhibit B, entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 4. METHOD OF PAYMENT.

Exhibit B, entitled "COMPENSATION," sets forth the manner in which EBCE will compensate SEI.

SECTION 5. INDEPENDENT CONTRACTOR.

It is understood and agreed that SEI, in the performance of the work and services to be performed by SEI, will act as and be an independent contractor and not an agent or employee of EBCE; and as an independent contractor, neither SEI nor any of SEI's officers, employees, subcontractors, agents, or Fellows will obtain any rights to retirement benefits or other benefits that accrue to EBCE's employees, SEI will explain this to the Fellows, and SEI hereby expressly waives any claims it may have to any such rights.

SECTION 6. ASSIGNABILITY.

The parties agree that the expertise and experience of SEI are material considerations for this Agreement. SEI agrees that it will not assign or transfer any interest in this Agreement nor the performance of any of SEI's obligations hereunder, without the prior written consent of EBCE, and any attempt by SEI to so assign this Agreement or any rights, duties or obligations arising hereunder will be void and of no effect. SEI may not engage any subcontractor to perform services otherwise to be performed by SEI under this Agreement without EBCE's prior written consent.

SECTION 7. INDEMNIFICATION.

SEI will defend, indemnify and hold harmless EBCE, its officers, directors, employees and agents from and against any claim, loss or liability arising out of, directly or indirectly, or resulting in any way, in whole or in part, from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by SEI's

officers, employees or agents. SEI will indemnify, defend, and protect EBCE against any claims from any Fellows or SEI employees or officers for any EBCE benefits. EBCE's acceptance of SEI's services and duties, EBCE's payment of funds, or SEI's acceptance of such funds will not operate as a waiver to the right of indemnification under this Section 7.

SECTION 8. INSURANCE REQUIREMENTS.

SEI agrees to have and maintain the insurance policies set forth in Exhibit C, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates or binders will be subject to EBCE's approval as to form and content. SEI must provide EBCE with a copy of the certificates of insurance along with all endorsements before work commences under this Agreement. SEI must provide EBCE copies of the insurance policies upon request.

SECTION 9. NONDISCRIMINATION.

SEI must not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 10. TERMINATION.

- A. EBCE and SEI will each have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.
- B. If SEI fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, EBCE may terminate this Agreement immediately upon written notice.

SECTION 11. GOVERNING LAW.

EBCE and SEI agree that the law governing this Agreement will be that of the State of California.

SECTION 12. COMPLIANCE WITH LAWS.

SEI must comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments.

SECTION 13. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for SEI in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by EBCE, or as required by law.

SECTION 14. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by SEI or any other person engaged directly or indirectly by SEI to perform the services required hereunder will be and remain the property of EBCE without restriction or limitation upon their use.

SECTION 15. WAIVER.

SEI agrees that waiver by EBCE of any breach or violation of any term or condition of this Agreement will not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. EBCE's acceptance of the performance of any work or services by SEI will not be deemed to be a waiver of any term or condition of this Agreement.

SECTION 16. SEI'S BOOKS AND RECORDS.

- A. SEI must maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to EBCE for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to SEI pursuant to this Agreement.

- B. SEI must maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

- C. Any records or documents required to be maintained pursuant to this Agreement will be made available for inspection or audit at no cost to EBCE, at any time during regular business hours, upon written request by EBCE. Copies of such documents will be provided to EBCE for inspection at EBCE's offices. Otherwise, unless an alternative is mutually agreed upon, the records will be available at SEI's address indicated for receipt of notices in this Agreement. SEI acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this Agreement (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.
- D. Where EBCE has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of SEI's business, EBCE may require that custody of the records be given to EBCE and that the records and documents be maintained at EBCE's offices. Access to such records and documents must be granted to any party authorized by SEI, SEI's representatives, or SEI's successor-in-interest.

SECTION 17. CONFLICT OF INTEREST.

SEI must avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. As of the date of entering into this Agreement, SEI's employees assigned to perform services as specified in Exhibit A of this Agreement ("SEI's Assigned Employees") will not be required to complete and file a Form 700. In the event that the EBCE subsequently determines to require SEI's Assigned Employees to complete and file a Form 700, EBCE will notify SEI in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("Form 700 Notice"). SEI will cause SEI's Assigned Employees to complete and file the Form 700 with EBCE's Clerk to the Board, in accordance with the instructions specified in the Form 700 Notice, no later than thirty (30) days of the date of the Form 700 Notice.

SECTION 18. NO RIGHTS AGAINST EBCE MEMBER AGENCIES.

EBCE, as a Joint Powers Authority, is a separate public entity from its constituent members and will be solely responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. SEI acknowledges that it will have no rights and agrees not to make any claims, take any actions or assert any remedies against any of EBCE's constituent members in connection with this Agreement.

SECTION 19. NOTICES.

All notices and other communications required or permitted to be given under this Agreement must be in writing and may be personally served or mailed, postage prepaid, and return receipt requested or sent via electronic mail, addressed to the respective parties as follows:

To EBCE:	East Bay Community Energy Attn: Annie Henderson 1111 Broadway, 3 rd Floor Oakland, CA 94607 ahenderson@ebce.org
To SEI:	Strategic Energy Innovations Attn: Nathan McKenzie, Program Manager 899 Northgate Dr., Suite 410 San Rafael, CA 94903 nathan@seiinc.org

Notice will be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail, and one day after sent via electronic mail provided that a copy is also sent via U.S. mail or the party sending the notice receives notification of receipt.

SECTION 20. ACKNOWLEDGMENTS.

SEI must acknowledge that the services provided by the Climate Corps Fellows was made possible by EBCE, where appropriate, in written documents and informational materials as well as oral communications concerning the services by the Climate Corps Fellows placed at EBCE.

SECTION 21. VENUE.

In the event that suit must be brought by either party to this contract, the parties agree that venue will be exclusively vested in the state courts of the County of Alameda, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Francisco, California.

SECTION 22. INTERPRETATION, PRIOR AGREEMENTS AND AMENDMENTS.

This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement will control. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the parties to this Agreement.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

APPROVED AS TO FORM:


LEAH S. GOLDBERG
General Counsel

“EBCE”

EBCE, a Joint Powers Authority

By _____
SCOTT HAGGERTY
Title: Chair, EBCE Board of Directors

“SEI”

STRATEGIC ENERGY INNOVATIONS, a
California nonprofit corporation

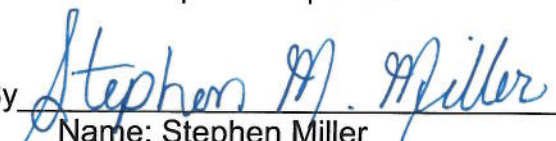
By 
Name: Stephen Miller
Title: Deputy Director

EXHIBIT A
SCOPE OF SERVICES

- A. The Fellows are recruited, trained, supported, and placed with local host agencies by SEI to support specific climate- and energy-focused environmental initiatives at local agencies to perform work agreed upon between local host agencies and SEI. The Fellows are not local host agencies' employees and are not paid by host agencies for their service. The Fellows' service is provided by SEI to local agencies as a service of SEI. Fellows have the opportunity to spend at least ten (10) months learning cutting edge and valuable skills while helping Bay Area California communities address climate, energy and broader sustainability policies, projects and initiatives; <http://www.climate-corpsclimatecorps-bayarea.org/> provides further information.
- B. SEI must perform all of the following services in consideration of receiving the grant:
1. Place up to two (2) Fellows with EBCE. As possible, place the Fellows in the Summer Session (July and August 2018). Each Fellow must provide 360 hours of service with EBCE during the period of July 1, 2018 through August 30, 2018, of which up to 27 hours may be spent in job-related training;
 2. Continue the Fellowship into the Full Cycle Session (September 2018 through June 2019). Each Fellow must each provide 1,732 hours of service with EBCE during the period of September 4, 2018 through June 30, 2019, of which up to 132 hours may be spent in job-related training;
 3. Train and support the Fellows through a comprehensive training program including, but not limited to, providing Fellows with a training manual, a multi-day orientation led by an array of experts, monthly trainings, one

mid-year two-day retreat, and two Professional Development Assessment reviews;

4. Collaborate with EBCE to develop a Fellowship Program Plan that aligns with EBCE and Climate Corps Program goals and defines the training plans for the Fellows;
 5. Provide assistance for defining and developing metrics for each initiative that will track the climate/ energy impacts through the term of this AGREEMENT;
 6. Consult at least once a month with EBCE staff member(s) assigned to supervise the Fellows for the purpose of assessing progress, addressing any performance issues, and improving the quality of the broader program.
 7. Pay a living stipend and end of program award to Fellow during the Service Term, including any additional funding provided by EBCE for Fellow as may be set out in the work plan.
- C. The EBCE agrees to:
1. Take part in the recruitment and interview process to identify Fellows best suited for the targeted initiatives;
 2. Collaborate with SEI to establish a Fellowship Program Plan for each Initiative. Initiatives must be well-defined and include specific learning objectives, along with climate/ energy/ sustainability goals and outcomes or have the capacity to define specific climate and energy impacts. Work plans must be finalized based on mutually acceptable terms to EBCE and SEI within the first week of Fellows' placement;

3. Assign supervisors to meet weekly with the Fellows, coordinate other necessary staff supervision needed for successful implementation of the Fellowship Program Plan;
4. Support the Fellows to complete monthly reporting to SEI, communicating whether progress is being made on initiatives and whether there are any noteworthy changes to the Fellowship Program Plan;
5. Evaluate the effectiveness of the program twice during the term of this AGREEMENT regarding the Fellows' activities by submitting a Professional Development Assessment;
6. Allow SEI to share results from this program through grant reporting and other means as SEI deems appropriate;
7. Assume full risk and responsibility for any accidents related to allowing the Fellow to operate any Partner-owned vehicles while under this Agreement.

EXHIBIT B
COMPENSATION

- A. EBCE hereby grants to SEI, and SEI hereby accepts a sum of up to Fifty-Six Thousand Four Hundred Twenty Dollars and Fifty Cents (\$56,420.50) (as detailed below) per Fellow to be used for the placement and administration of services for up to two Fellows (both on a "Full Cycle" of 10 months) and for the 2-month "Extension" of each Fellow. SEI will disburse these funds after EBCE approval of an invoice from SEI upon full execution of this Agreement.

	Fee to SEI	Additional Monthly Stipend at \$750	Additional End of Program at \$750	TOTAL
July 2018 - August 2018	\$10,250.00	\$1,500.00	\$0.00	\$11,750.00
Sept 2018 - June 2019	\$35,000.00	\$7,600.00	\$750.00	\$43,250.00
Additional Admin fee of 15%		\$1,350.00	\$112.50	\$1,462.50
TOTAL	\$45,250.00	\$10,350.00	\$862.50	\$56,462.50

- B. Should EBCE fail to select at least one Fellow after participating in the recruiting effort, then EBCE agrees to compensate SEI in the amount of Two Thousand Five Hundred Dollars (\$2,500) for the recruiting effort.
- C. In the event of termination under Section 10 of this AGREEMENT, the following provisions will apply:
1. SEI cannot guarantee Fellow's participation in the Program for the full Service Term. If, before the end of the Service Term, Fellow leaves the Program voluntarily, is terminated by either SEI or Partner for performance-related reasons, or is hired by Partner as an employee, he or she will be considered withdrawn from the Program, and SEI and Partner will discuss whether to find a replacement. If SEI or Partner decide not to replace at least one Fellow, or if SEI fails to find a replacement for at least one Fellow after reasonable efforts to do so, then this MOU will terminate effective as of the date of all Fellows' withdrawal from the Program.

2. Following Fellow's withdrawal with replacement, SEI will refund to Partner a sum equal to the undistributed Living Stipend for the period between withdrawal and replacement.
 3. Following Fellow's withdrawal from the Program without replacement, SEI will: (a) refund to Partner a lump-sum amount equal to the remaining Living Stipend and End of Program Award that have not been distributed to Fellow at time of withdrawal and (b) if applicable, return to Partner the remaining balance of any reimbursement account for additional funds as set out in the Program Plan. If Fellow withdraws before any installment of SEI's fee (under Section 1.5) is due, Partner will have no obligation to pay that installment and SEI will have no obligation to refund any amounts corresponding to the remaining Living Stipend and End of Program Award for the period following the installment due date.
- D. In the event that a Fellow terminates his or her participation early, depending upon EBCE's needs, SEI staff will:
1. Recruit for a replacement should the Fellow leave prior to the late January/ early February spring semester registration into SEI certificate courses; or
 2. Work with EBCE to transition the Fellow's work internally (to other Fellows/staff) in which case, SEI will reimburse EBCE for unexpended funds as detailed in paragraph C. above.

EXHIBIT C
INSURANCE

SEI, at SEI's sole cost and expense, must procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by SEI, its agents, representatives, employees, subcontractors or Fellows.

A. Minimum Scope of Insurance

Coverage must be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage must be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

There will be no endorsement reducing the scope of coverage required above unless EBCE approves such reduction in advance.

B. Minimum Limits of Insurance

SEI must maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by EBCE. At the option of EBCE, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects EBCE, its officers, employees, agents and contractors; or SEI must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount equal to the deductibles or self-insured retentions.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. EBCE, its directors, officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, SEI; products and completed operations of SEI; premises owned, leased or used by SEI; and automobiles owned, leased, hired or borrowed by SEI. The coverage must contain no special limitations on the scope of protection afforded to EBCE, its directors, officers, employees, agents and contractors.
 - b. SEI's insurance coverage must be primary insurance as respects EBCE, its directors, officers, employees, agents and contractors. Any insurance or self-insurance maintained by EBCE, its officers, employees, agents or contractors must be excess of SEI's insurance and will not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by SEI will not affect coverage provided EBCE, its directors, officers, employees, agents, or contractors.
 - d. Coverage must state that SEI's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage must contain a waiver of subrogation in favor of EBCE, its officers, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability

Coverage must contain waiver of subrogation in favor of EBCE, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this Agreement must be endorsed to state that coverage must not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to EBCE, except that ten (10) days' prior written notice will apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to EBCE.

F. Verification of Coverage

SEI must furnish EBCE with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance must be provided before SEI commences work or services under the Agreement.

G. Fellows

SEI must include all Fellows as insureds under its policies or will obtain separate certificates and endorsements for each Fellow.



Staff Report Item 7

TO: East Bay Community Energy Board of Directors

FROM: Leah S. Goldberg, General Counsel
Nick Chaset, CEO

SUBJECT: Legal Services Agreements with Richards Watson & Gershon and Troutman Sanders

DATE: June 20, 2018

Recommendation

1. Approve an amendment to the Legal Services Agreement with Richards Watson & Gershon adding \$25,000 to the contract amount for a total contract amount of \$290,000 and extending the Legal Services Agreement to August 30, 2018.
2. Approve a resolution authorizing the CEO to negotiate and execute a legal services agreement with Troutman Sanders to provide legal services in connection with power procurement for an amount of \$150,000 for the period November 15, 2017 through August 31, 2018.

Background and Discussion

EBCE anticipates issuing a request for proposals for legal services in the next few weeks. EBCE will be requesting proposals in the areas of energy law, with special emphasis on power procurement; labor and employment law; public agency law including CEQA; energy regulatory matters; financing and bonding; and certain subspecialty legal areas. Through this RFQ, we hope to create a list of eligible firms that will be available to assist EBCE as matters arise. Eligible firms will remain on the list for 3 to 5 years. We anticipate that this RFQ will be issued in the next two weeks, with responses due mid-July. Legal Services Agreements will be entered into as necessary.

On January 17, 2018, the Board of Directors approved a six-month extension of the Legal Services Agreement with Richards, Watson & Gershon. The Board approved this Agreement on January 30, 2017. The agreement was amended and extended in June 2017 and again in January 2018. Although EBCE is no longer relying on Richards, Watson & Gershon for General Counsel services, the firm provides specialty counsel in the area of public law. We anticipate

that \$25,000 will cover existing invoices and any specialty legal services in this area through the end of August.

Troutman Sanders has been working with EBCE for the past few months providing power procurement legal services, including drafting or reviewing power purchase agreements and associated documents. This work was approved through an Engagement Letter with Troutman Sanders. Alameda County's Finance Department would prefer a Legal Services Agreement instead of the Engagement L. Therefore to cover past costs and to cover anticipated costs through the end of August 2018, EBCE desires to enter into a legal services agreement with Troutman Sanders in an amount not to exceed hundred and \$150,000 on a time and material basis. The County's refusal to pay the invoices based on an Engagement Letter came to our attention during the latter part of the first week in June and there was not enough time to complete a Legal Services Agreement prior to posting for this Board meeting. Accordingly, EBCE requests the Board of Directors approval of a resolution authorizing the CEO to negotiate and execute a Legal Services Agreement with Troutman Sanders.

Fiscal Impact

The total fiscal impact over and above what was already committed in the Engagement Letter with Troutman Sanders is \$75,000 and covers legal services from these two firms through August 31, 2018.

Attachments

- A. Amendment to an Agreement with Richards Watson and Gershon; and
- B. Resolution Authorizing CEO to negotiate and execute a legal services agreement with Troutman Sanders

**Amendment to Agreement with Richards Watson & Gershon,
a Professional Corporation for Specialty Legal Services**

This Amendment to Agreement with Richards Watson & Gershon for Specialty Legal Services (“Amendment”) is made this 20th day of June, 2018, by and between the East Bay Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“EBCE”) and Richards Watson & Gershon, a professional corporation (“RWG”), for the purposes of extending the Term and adding funding to the Agreement for Legal Services.

Recitals

- A. EBCE and RWG entered into that certain agreement for legal services dated January 30, 2017, (“Agreement”) wherein RWG agreed to provide general counsel legal services to EBCE.
- B. The Agreement was amended on January 17, 2018 to add additional funds and extend the term of the agreement to June 30, 2018.
- C. In February 2018, EBCE hired in-house General Counsel, but RWG’s continued to serve as specialty counsel.
- D. EBCE desires to continue to use RWG’s expertise in the area of public law, and RWG has the expertise and manpower available to assist EBCE in this area.

Now therefore, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Section 2 of the Agreement is hereby amended to read in full as follows:

TERM: the term of this Agreement shall commence on January 30, 2017 and shall expire on August 31, 2018, unless extended with the approval of the Board of Directors of EBCE.

- 2. Section 3 of the Agreement is amended to increase the not to exceed amount of the Agreement to \$290,000.
- 3. All other terms and conditions in the Agreement not otherwise modified by this Amendment will remain in full force and effect.

In witness whereof, the Parties have entered into this Amendment on the date written above.

East Bay Community Energy Authority,
A Joint Powers Authority

Richards Watson & Gershon,
a professional corporation

Inder Khalsa, Partner

Scott Haggerty
Chair Board of Directors

Approved as to form:

Leah S. Goldberg, General Counsel

RESOLUTION NO. _____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
WITH TROUTMAN SANDERS

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

Section 2. EBCE signed an Engagement Letter with Troutman Sanders wherein Troutman Sanders agreed to provide legal services relating to energy procurement; and Troutman Sanders has been providing such legal services since November 15, 2017.

Section 3. EBCE submitted the Troutman Sanders invoices to Alameda County for payment, but the invoices were rejected for failure to have a Legal Services Agreement other than the Engagement Letter. EBCE desires to pay Troutman Sanders for its services. In order to pay Troutman Sanders for past legal services and to provide funding for future legal services, EBCE and Troutman Sanders will need to enter into a Legal Services Agreement.

Section 4. The Chief Executive Officer is hereby authorized to negotiate and execute a Legal Services Agreement with Troutman Sanders in an amount not to exceed \$150,000 with a term from November 15, 2017 through August 31, 2018.

ADOPTED AND APPROVED this 20th day of June, 2018.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Secretary



Draft

**Summary Minutes
Board of Directors Meeting**

Wednesday, May 16, 2018

6:00 pm

City of Hayward

Council Chambers

777 B Street

Hayward, CA 94544

Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the Clerk of the Board at least 2 working days before the meeting at (510) 736-4981 or Scabrera@ebce.org.

If you have anything that you wish to be distributed to the Board please hand it to the clerk who will distribute the information to the Board members and other staff

1. Welcome & Roll Call

Present: Directors: Pilch (Albany), Hahn (Berkeley), Hernandez (Dublin), Martinez (Emeryville), Bonacorssi (Fremont), Mendall (Hayward), Rood (Piedmont), Thomas (San Leandro), Dutra-Vernaci (Union City), Eldred(Community Advisory), Kalb (Oakland), and Chair Haggerty (Alameda County)

Excused: Director Spedowski (Livermore)

2. Pledge of Allegiance

3. Public Comment

This item is reserved for persons wishing to address the Board on any EBCE-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to three minutes per speaker.

Al Weinrub - Spoke regarding AB813 Multistate regional transmission system organization: membership and recommended opposing the bill.

CONSENT AGENDA

4. **Contract Amendment with Davis Wright Tremaine, LLP**
Approve an Amendment to the Agreement with Davis Wright Tremaine LLP to add \$50,000 to the Professional Services Agreement and to modify the scope of work to include regulatory work related to resource adequacy.
C-2018-24
5. **Technical Energy Evaluation Services**
Authorize the CEO, or his designee, to negotiate and execute a Professional Services Agreement with Edison Energy in the amount not to exceed \$350,000 for a term of one year to provide Technical Energy Evaluation services to assist in EBCE's CA Renewable Energy Project request for proposals process.
R-2018-18
6. **Approval of 100% Renewable Energy Product Green-e Energy Certification**
Approve use of Green-e Energy certification for 100% Renewable Energy Product.
7. **Authorize CEO to enter into a short-term office space lease agreement**
Authorize CEO Nick Chaset to enter into a short-term office space lease agreement not to exceed six months, in an amount not to exceed \$200,000.
R-2018-19

Director Dutra-Vernaci motioned to approve the Consent Agenda. Director Pilch seconded the motion which carried 10/0; Excused: Directors: Kalb and Spedowfski

REGULAR AGENDA

8. **Approval of Minutes from April 18, 2018**
Director Mendall motioned to approve the April 18, 2018 Minutes as amended:
 - A. Item 11 B - Add "the" after name; and
 - B. Item 11 C - Add "will be" after ratesDirector Pilch seconded the motion which carried 10/0; Excused: Directors Kalb and Spedowfski

9. **Chair and Vice-Chair Elections**

Director Mendall motioned to re-elect Director Haggerty as Chair and Director Kalb as Vice-Chair. Motion seconded by Director Thomas.

Director Pilch motioned to nominated Director Mendall as Vice-Chair. Director Rood seconded the motion

Director Mendall motioned to close the Chair nominations and appoint Director Haggerty as chair. Motion passed 10/0; Excused: Directors: Kalb and Spedowfski

Motion to appoint Director Mendall as Vice-Chair did not pass 4/3/3. Ayes: Bonacorssi, Dutra-Vernaci, Pilch and Chair Haggerty; Noes: Directors: Hahn, Hernandez and Thomas;

Abstained: Martinez, Mendall and Rood

Director Kalb as Vice-chair passed 9/0/1: Ayes: Directors: Hahn, Hernandez, Martinez, Bonacorssi, Mendall, Rood, Thomas, Dutra-Vernaci, and Chair Haggerty; Abstained: Director Pilch; Excused: Directors Kalb and Spedowski

10. CEO Report (Informational Item)

Accept CEO report on:

- A. Executive Committee Meeting;
- B. Update on Opt-outs; and
- C. Local Development Business Plan Update

Presented

11. CAC Appointment Recommendations (Action Item)

Appoint the following applicants to the Community Advisory Council for four-year terms ending, 5/16/2022:

- A. Mary Sutter, Hayward;
- B. Jane Franch, Berkeley; and
- C. Richard O'Connell, Berkeley

Director Dutra-Vernaci motioned to approve the CAC Appointment Recommendations. Director Mendall seconded the motion which carried 10/0 Excused: Kalb and Spedowski

12. East Bay Community Energy Fiscal Year 2018 - 2019 Budget (Discussion Item)

Discuss and Approve Proposed Fiscal Year 2018-2019 Budget. Which includes projections for Revenues, Expenses, Financial Reserves, and Local Development.

The Board discussed:

- Potential uses for Surplus funds- LDBP funding, Reserve fund and opposed dividends for rate payers in favor of re-investing in local projects.
- Customer retention incentives/plans - Lower opt-outs
- Debit repayment prioritization and schedule
- Reserve fund and AAA Credit Rating goals
- Reviewing the Budget after EBCE is operational.

Barbara Stebbins - East Bay Clean Power Alliance (EBCPA) supports having a reserve policy and would like to see more investment in the Local Development Business Plan (LDBP).

Al Weinrub - EBCPA Believes more money should be invested in the LDBP and not go towards ratepayer dividends.

13. Phase 2 Rates and Discount (Action Item)

Adopt the following Phase II rates:

- A. Bright Choice = 1.5% less than PG&E (same as Phase 1)
- B. Brilliant 100 = equal to PG&E (same as Phase 1)
- C. 100% Renewable = \$0.01 per kilowatt hour premium above PG&E

The Board discussed:

- Simplifying the manner in which rates are presented
- Outreach planned for residential customers
- Early Adopter - process and rate. Early adopters limited to first 100 and receive Brilliant 100 at par with PG&E standard mix
- 100% Renewable product - Marketing for residential customers and rate Clarification
- Rate setting Policy - defining and setting a process
- Scheduling a budget review before next rate setting

Megan O'Neil - Thanked Board for appointing new CAC members and spoke regarding concerns with residential rate setting.

Barbara Stebbins - Spoke regarding concerns with the Board setting residential rates without receiving a recommendation from the Community Advisory Committee (due to a lack of quorum) and requested the discussion be continued until it can be heard at the the CAC meeting.

Director Mendall motioned to approve rates for Bright Choice, Brilliant 100 and 100% Renewable products 10/0 Excused Spedowfski and Kalb

14. Demand Response Pilot (Action Item)

Approve the proposed Demand Response Pilot program to be offered to up to 100 E19/E20 customers in the summer of 2018, as a way to encourage continued demand response in exchange for a bill credit on par with current PG&E programs.

The Board discussed:

- Costs and Budgeting for program
- Process to identify peak demand needs
- Customer outreach and notification options (Text, Phone call and/or Email)

Director Dutra-Vernaci motioned to approve the proposed Demand Response Pilot. Director Pilch seconded the motion which carried 11/0; Excused Director Spedowfski

15. California Renewable Energy Request for Proposals (Informational Item)

Discuss EBCE's planned California Renewable Energy Project Request for Proposals

The Board Discussed:

- Bid acceptance/selection process

- Selection requirements: Costs, preferences and ability to enter into responsive contracts.

16. Board Member and Staff Announcements

Director Dutra-Vernaci thanked the CEO for attending the May Mayors' Conference.

17. Adjourned



Staff Report Item 10

TO: East Bay Community Energy Board of Directors
FROM: Nick Chaset, Chief Executive Officer
SUBJECT: CEO Report (Informational Item)
DATE: June 20, 2018

Recommendation

Accept Chief Executive Officer (CEO) report on update items below.

Executive Committee Meeting

On May 18, 2018, the Executive Committee of the East Bay Community Energy Board met for its third meeting. The agenda for the Executive Committee meeting EBCE’s proposed reserve policy, SB 64, and general updates on marketing, regulatory and energy procurement.

Marketing

On June 8, 2018 EBCE held a webinar outlining the results of an extensive survey effort that EBCE staff undertook in April and May 2018 that included over 400 in-person surveys conducted across Alameda County in three languages (English, Spanish and Chinese). This webinar also covered numerous elements of EBCE’s proposed Phase 2 marketing plan, including the decision to name the third product Renewable 100. The presentation is attached to this item for your information.

Update on Opt-Outs

EBCE has experienced 401 opt-outs through June 13, 2018. These customers represent 0.72% of EBCEs total Phase 1 accounts and 2.11% of EBCE Phase 1 load.

Table 1 - EBCE Opt-Out Count 6/13/18

City	Eligible SA	Opt Out	% of SAs	Eligible KWh	Opt Out kWh	% of Load
J04 - ALBANY INC	55,800	401	0.72%	3,511,381,139	74,009,848	2.11%
J10 - BERKELEY INC						
J15 - DUBLIN INC						
J19 - EMERYVILLE INC						
J22 - FREMONT INC						
J25 - HAYWARD INC						

J34 - LIVERMORE INC						
J43 - OAKLAND INC						
J46 - PIEDMONT INC						
J61 - SAN LEANDRO IN						
J65 - UNION CITY INC						
J78 - UNINC ALAMEDA						

The one major insight that can be derived from these statistics is that a very small number of large accounts can drive up the percentage of load that is opted-out.

Local Development Business Plan

The Local Development Business Plan (LDBP) team issued a draft Local Development Business Plan on June 4. The Plan is currently available at EBCE.org/Local-Development-Business-Plan. Written public comment on the Plan are due on June 20.

Table 2 - Updated LDBP Schedule

Local Development Business Plan (LDBP) Schedule	
LDBP Public Comments due	June 20, 2018
LDBP Study Session 1 - Union City	June 25 th , 2018
LDBP Study Session 2 - Oakland	June 28 th , 2018
Executive Committee	June 29 th , 2018
CAC Study Session	Date TBD
Board Meeting	July 18, 2018

The LDBP study sessions will be webcast and archived on the EBCE.org website to facilitate both real time virtual participation as well as to allow all members of the public to review them as needed. The specific locations for the study sessions and the webinar links will be posted to EBCE.org/local-development-business-plan and circulated to EBCE’s information list-serv.

Attachment

- A. Phase 2 Residential Marketing and Outreach



EBCE Residential Marketing and Outreach

PRESENTED BY Annie Henderson

DATE 06/08/18



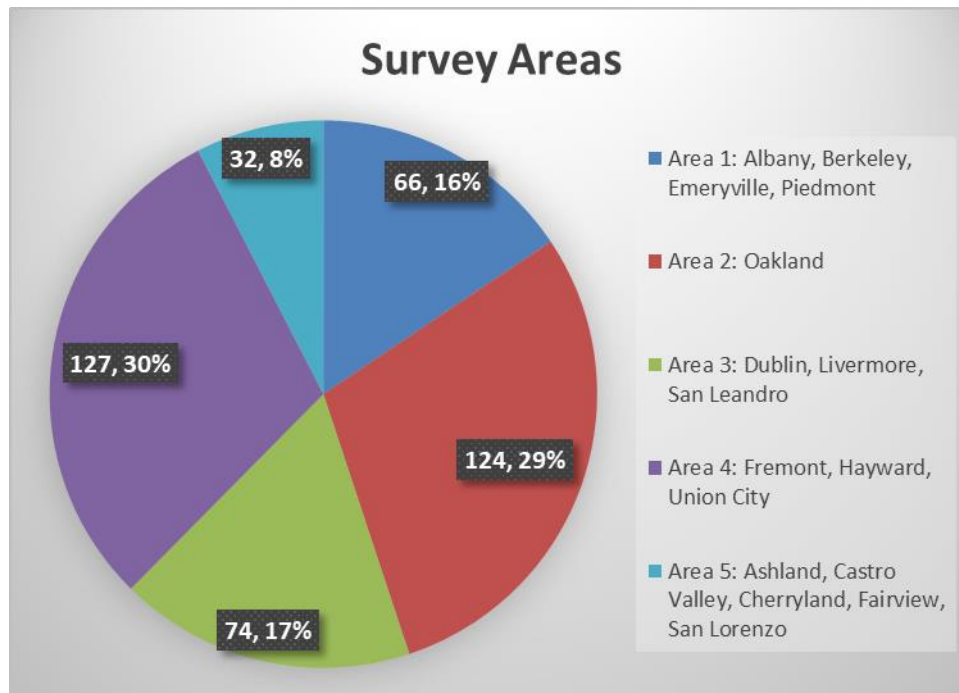
Content Overview

- Market Research
- Strategic Marketing and Communications Plan Overview
 - Goals
 - Messaging
 - Target Audiences
 - Communication Channels
 - Outreach
 - General timeline
- Third Product: 100% Renewable Energy

Alameda County Residential Market Research

Market Research

- Conducted by InterEthnica and InterQ
- 423 Intercept Surveys



GENDER	
Female	62%
Male	38%
AGE	
18-29	25%
30-39	25%
40-49	16%
50-59	16%
60+	19%
HHI	
<\$50K	31%
\$50-100K	30%
\$100-150K	20%
\$150K+	19%

HOMEOWNER	
Rent	58%
Own	42%
ETHNICITY	
White	37%
Hispanic	25%
Black	12%
Chinese	10%
Other	16%
# PPL HH	
1	12%
2	24%
3	19%
4	20%
5+	25%

Customer Personas



CLEAN ENERGY COHORTS SUMMARY



25%

of total
respondents

MATURE ENERGY PROS

- educated and well-informed
- skews male
- the oldest group
- mostly white
- highest HHI
- the environment is the #1 concern
- most willing to pay more for programs



25%

of total
respondents

YOUNG & IN-THE-KNOW

- moderate energy knowledge
- socially conscious
- skews female
- the youngest group
- ethnically diverse
- middle-income range
- equally value low prices and the environment



50%

of total
respondents

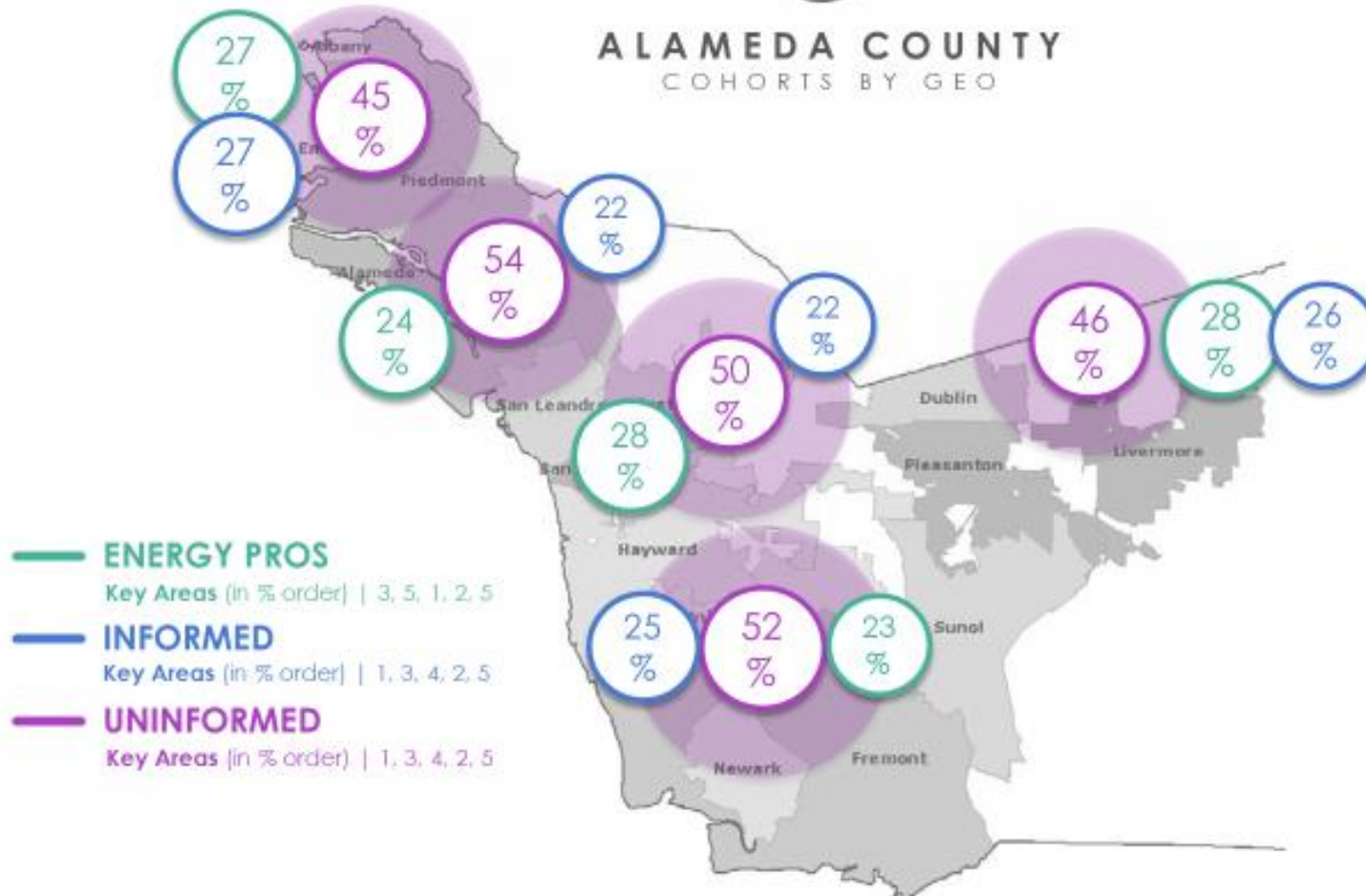
UNINFORMED MULTI-CULTI

- little understanding of clean energy
- even m/f split, across age ranges
- ethnically diverse
- families with 3+ people in HH
- the lowest income group; renters
- value low rates and reliability significantly more than environment
- unwilling to pay more for programs

Distribution of Personas



ALAMEDA COUNTY COHORTS BY GEO



- ENERGY PROS**
Key Areas (in % order) | 3, 5, 1, 2, 5
- INFORMED**
Key Areas (in % order) | 1, 3, 4, 2, 5
- UNINFORMED**
Key Areas (in % order) | 1, 3, 4, 2, 5

Messaging



MESSAGING COHORT SUMMARY



MATURE ENERGY PROS

Emphasize the environment, not low rates.

English 87% • Spanish 8% • Chinese 5%



YOUNG & IN-THE-KNOW

Focus on BOTH low rates and the environment.

English 75% • Spanish 17% • Chinese 8%



UNINFORMED MULTI-CULTI

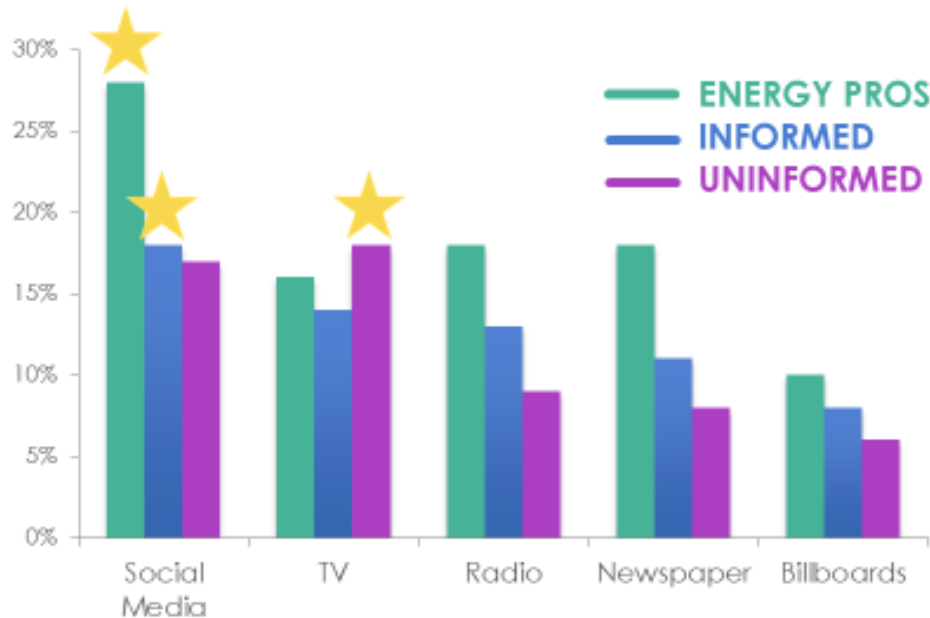
Emphasize low rates and reliability, educate.

English 70% • Spanish 22% • Chinese 8%

Media Preferences



MEDIA COHORT SUMMARY



Note: this chart shows media only, and does not factor in other ways to share energy information (email, electric bills, door-to-door, etc.)

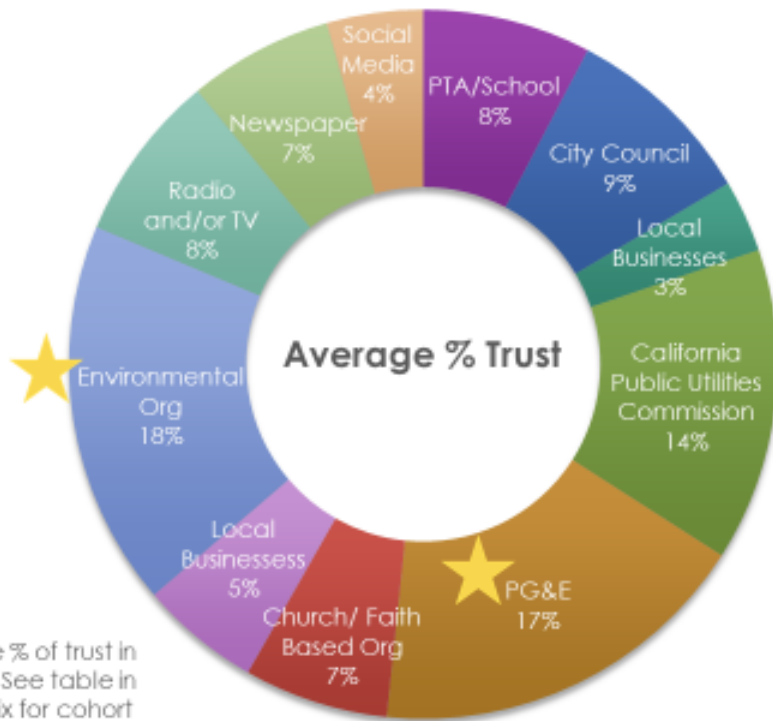
Social media is an ideal medium for targeting audiences with different messages.

Social media, which is preferred by the most informed cohorts, is ideal because it's easy to target specific audiences by demographics or interest. Messages can be customized, making this very cost efficient. TV, radio and outdoor are mass media, best for general messaging.

Trusted Sources



TRUSTED SOURCES ENERGY INFORMATION



Average % of trust in sources. See table in appendix for cohort breakout.

The majority of Alameda county trusts PG&E as a source of info.

Overall, PG&E is a trusted source of energy information. Multi-Culti Families especially place PG&E at #1 (18% say it's an authority). Environmental Organizations like Greenpeace follow at a close second (16%).

In-The-Knows rank those two closely as well, with Environmental Orgs in the top spot at 18% and PG&E at 17%.

However, well informed Energy Pros trust Environmental Orgs and the California Public Utilities Commission first (16% each), followed by Local Government (13%). PG&E is #4 at 12%.

Additional Survey Results

- Most people (>65%) have not heard of Community Choice Energy programs
 - ~28% say it sounds familiar but not sure
- Survey respondents said the following were the most important factors in an electricity provider (in order):
 - Low rates and cost of service (37%)
 - Electricity that is good for the environment (31%)
 - Reliable electricity service (19%)

Residential Strategic Marketing and Communications Plan

Plan Overview

- Goals
- Target Audiences
- Messaging
- Communication Channels
- Outreach
- General Timeline

Goals

- **Inform Customer Base**
 - Provide clear, accurate, and easily accessible program information
 - Deliver clear and transparent messaging regarding electricity rates
- **Customer Retention**
 - Maintain customer participation rate of at least 95%
- **Brand Recognition**
 - Strengthen brand awareness of the program prior to launch and during enrollment, including its sub-products
 - Establish the brand as a trustworthy source with household recognition within Alameda County

Target Audiences

- General audience
- Community organizations
- Multicultural communities
- Municipal partners
- Seniors
- Low income customers and communities

Messaging Focus

- **Overall Brand**
 - Lower Cost
 - Greener
 - Local Investment
- **Based on Personas**
 - Low Cost
 - Environmental Impact
 - Reliability

Communications Channels

Channel	Materials
Print Collateral	<ul style="list-style-type: none"> Factsheets Brochures Posters Flyers Banners Video Photos Window Cling FAQs Customer Enrollment Notices Senior Guide Yard Signs Packets for Community Orgs
Website	<ul style="list-style-type: none"> Translations Updated Content
Email Marketing	<ul style="list-style-type: none"> Email Template Content and Graphics
Paid Advertising*	<ul style="list-style-type: none"> Print Radio Transit (ex. Buses, BART) Digital Outdoor (ex. Bus Stops) Social Media Broadcast Public access (PSA) Digital billboards

Channel	Materials
Social Media	Content and Graphics
Events*	<ul style="list-style-type: none"> Launch Event Event participation that spans geography, socioeconomics, cultures, and age groups Pop-up Tent Give-Aways
Earned Media*	<ul style="list-style-type: none"> Press Kit Press Releases Multicultural Media Op-Eds Ongoing Media Outreach Coordination with Bay Area CCAs
Call Center	<ul style="list-style-type: none"> Updated Call Center Script Updated Automated Support System

** Detailed plans to be developed as appendices to overall strategic plan*

Outreach

Target Audience	Overview
General Public/ Community Members*	“Business to Customers” Presence at community events Direct interaction with customers/general public
Community Organizations*	“Business to Business” Leverage communication and engagement channels of community and stakeholder groups such as faith-based organizations and environmental organizations
Multicultural Communities*	Materials provided in English, Spanish, Chinese, Hindi, and Vietnamese Presence at cultural events and in-language media
Municipal Partners*	Leverage existing communications and engagement channels through EBCE member cities and county
Senior Citizens*	Develop materials specifically for seniors, engagement within Senior Centers
Low Income Customers and Communities*	Customized materials/messaging Targeted in-person and marketing outreach

** Detailed plans to be developed as appendices to overall strategic plan*

General Timeline

Month	Tasks
May	<p>Strategic Planning</p> <ul style="list-style-type: none"> • Strategic Marketing & Communications Plan <p>Program Branding, Design, Identity</p> <ul style="list-style-type: none"> • Sub-brand name for third product • Market Research Report
June	<p>Program Branding, Design, Identity</p> <ul style="list-style-type: none"> • Collateral development <p>Website</p> <ul style="list-style-type: none"> • Content development <p>Pre-Launch Marketing Campaign</p> <ul style="list-style-type: none"> • Advertising campaign plan • Develop list of public access outlets <p>Community Outreach/Stakeholder Engagement</p> <ul style="list-style-type: none"> • Community, Community Group, Multicultural, Municipal, Senior, and Low Income Outreach plans development • Event scheduling <p>Customer Notification</p> <ul style="list-style-type: none"> • Draft content and design customer notifications <p>Customer Support</p> <ul style="list-style-type: none"> • Automated System scripting
July	<p>Program Branding, Design, Identity</p> <ul style="list-style-type: none"> • Collateral development • Update animated video <p>Website</p> <ul style="list-style-type: none"> • Content development • Translations <p>Pre-Launch Marketing Campaign</p> <ul style="list-style-type: none"> • Photo/Video shoot • Advertising campaign creative development <p>Community Outreach/Stakeholder Engagement</p> <ul style="list-style-type: none"> • Outreach plans finalized • Events scheduling and staffing <p>Customer Notification</p> <ul style="list-style-type: none"> • Revisions to content and design of customer notifications

General Timeline

Month	Tasks
August	<p>Program Branding, Design, Identity</p> <ul style="list-style-type: none">• Collateral development <p>Community Outreach/Stakeholder Engagement</p> <ul style="list-style-type: none">• Public engagement events scheduling and staffing• Draft NEM outreach plan <p>Website</p> <ul style="list-style-type: none">• Updates as needed <p>Pre-Launch Marketing Campaign</p> <ul style="list-style-type: none">• Advertising campaign creative development• Finalize PSA video <p>Customer Notification</p> <ul style="list-style-type: none">• Finalize customer notifications <p>Customer Support</p> <ul style="list-style-type: none">• Call center scripting
September	<p>Program Branding, Design, Identity</p> <ul style="list-style-type: none">• Collateral development <p>Community Outreach/Stakeholder Engagement</p> <ul style="list-style-type: none">• Public engagement events scheduling and staffing• NEM, Solar Choice, SmartRate, CARE/FERA communications <p>Pre-Launch Marketing Campaign</p> <ul style="list-style-type: none">• Advertising campaign launch• Social media engagement• Launch event planning• Commercial 100% renewable opt up campaign plan <p>Customer Notification</p> <ul style="list-style-type: none">• Notification #1• Brilliant 100/Third product welcome packet development

General Timeline

Month	Tasks
October	<p>Community Outreach/Stakeholder Engagement</p> <ul style="list-style-type: none"> Public engagement events scheduling and staffing <p>Pre-Launch Marketing Campaign</p> <ul style="list-style-type: none"> Advertising campaign Press outreach Social media engagement Launch event planning Commercial 100% renewable opt up campaign delivery <p>Customer Notification</p> <ul style="list-style-type: none"> Notification #4 Draft NEM notifications
November	<p>Community Outreach/Stakeholder Engagement</p> <ul style="list-style-type: none"> Public engagement events scheduling and staffing <p>Pre-Launch Marketing Campaign</p> <ul style="list-style-type: none"> Advertising campaign Launch event Social media engagement Commercial 100% renewable opt up campaign delivery <p>Customer Notification</p> <ul style="list-style-type: none"> Notification #3 Send opt up welcome packets Finalize NEM notifications for Phase 3 (2019)
December	<p>Community Outreach/Stakeholder Engagement</p> <ul style="list-style-type: none"> Public engagement events scheduling and staffing <p>Pre-Launch Marketing Campaign</p> <ul style="list-style-type: none"> Social media engagement Commercial 100% renewable opt up campaign delivery <p>Customer Notification</p> <ul style="list-style-type: none"> Notification #4 Send opt up welcome packets NEM Notification #1



Third Product:
100% Renewable Energy

100% RE Product

- Objectives of sub-brand
 - Consistency with overall brand guidelines
 - Clear, immediate indication of power mix
 - Fits within hierarchy of other products
 - Understanding across languages and cultures

Possible Names

- Based on public comment and existing brand guidelines, created extensive list of possible names.

Leader
Bold Prime
Max
Renew Choice Plus
Brilliant Boost
Renewable
Premium Energy
100+ Local Beyond
Brilliant+ Build 100
Upgrade

Refining the List

- Reviewed list for cultural and language sensitivity

Feedback from InterEthnica:

- For a Spanish audience
 - Renewable 100 is appropriate
 - Renewable 100 Plus allows the audience to understand that additional costs may be involved and clarifies that the product is one step up from the previous product line “Brilliant 100”.
- For a Chinese audience
 - Renewable 100 works well because it is self-explanatory that the energy is 100% renewable.
 - Renewable 100 Plus also implies that an additional cost will be involved, but this can be a drawback for a Chinese audience and may discourage them from learning more about the product line.
 - Renewable 100 Max may work better for the Chinese audience since “max” suggests that the product line is a step up but has a more positive connotation in Chinese as the best, “maximum” option.

Refining the Logo

- Examined different colors and treatments to elevate the third product above existing products
 - Banner and background burst determined to be too busy



“Renewable 100”

- “Renewable 100” met the objectives of:
 - Consistency with overall brand
 - Immediate indication of content
 - Alignment with other sub-brands
 - Culturally appropriate without adding new phrase
- Logo design objectives:
 - Consistency with overall brand
 - Distinction from current sub-products with hatched ring
 - Attention-grabbing color
 - Simplified, less busy for focused visual impact



Updated Sub-Brands



Previous Logos

Feedback and Support

- Submit communication channel and event recommendations
 - <https://goo.gl/forms/kzvXGiY8ZdmwMws2>
- Request EBCE participate at an event through the [Contact Us](#) page
- Like, Follow, Share, and Retweet EBCE
 - Facebook: <https://www.facebook.com/EastBayCommunityEnergy/>
 - Twitter: <https://twitter.com/PoweredbyEBCE>
- Learn more!
 - Join the Ecology Center, EBCE Staff, and Community Groups at the South Berkeley Senior Center on June 14th at 6 PM for “**Berkeley Climate Action Convening: East Bay Community Energy Comes Home!**”
 - Registration is free at <https://www.eventbrite.com/e/east-bay-community-energy-comes-home-tickets-45572263868> or see upcoming events at <https://ecologycenter.org/>

THANK YOU!

FOR MORE INFORMATION



EBCE.org



/EastBayCommunityEnergy



@PoweredbyEBCE



info@ebce.org



833.699.EBCE (3223)

Annie Henderson

- ahenderson@ebce.org
- 510-640-9681



Staff Report Item 11

TO: East Bay Community Energy Board of Directors

FROM: Leah Goldberg, General Counsel

SUBJECT: Amendments to the Joint Powers Agreement

DATE: June 20, 2018

Recommendation

Adopt a resolution amending the East Bay Community Energy Authority (“EBCE”) Joint Powers Agreement (“JPA”) to:

- A. Allow a Board Member or alternate who is no longer on the governing body of a member agency to continue to serve on the EBCE Board of Directors until a new Director or alternate is appointed by the member agency;
- B. Provide for up to three alternates to serve on the Community Advisory Committee (“CAC”) in the event that regularly appointed committee members cannot attend;
- C. Appoint the Chair and Vice Chair of the EBCE Board in June to serve consistent with the EBCE fiscal year, which is July 1 to June 30; and
- D. Amend the timeline for preparation of the Local Development Business Plan (“LDBP”).

Background and Discussion

Section 8.4 of the EBCE JPA allows amendments to the JPA by a two-thirds affirmative vote of the entire Board (i.e., eight Board Members) after a 30-day notice to all members of the proposed amendments. On October 18, 2017, the EBCE Board adopted a process for considering policy and JPA amendments. That policy obligates the Chief Executive Officer (“CEO”) to bring potential JPA amendments to the Board in March and September for discussion. A majority of the Board must indicate support for a policy amendment or JPA amendment for the proposed amendment to be noticed for Board action.

On March 21, 2018, the Board discussed proposed amendments to the JPA and directed staff to draft the proposed amendments and provide notice to member agencies as required by the JPA. These amendments were drafted and on May 17, 2018, the Clerk to the Board provided written notice to each member agency in compliance with the JPA. EBCE has not received any comments or responses from any of the member agencies on the proposed JPA amendments.

Analysis

The proposed amendments modify the JPA in four areas: First, the modifications to sections 4.2.1 and 4.3 would allow a Board Member or alternate who is no longer an elected official of a member agency to continue serving on the EBCE Board for up to 90 days or until the member agency appoints another member of the legislative body to serve on the EBCE Board of Directors as a Director or an alternate. The goal behind this amendment is to allow for continuity while members select new Directors and alternates to serve on the EBCE Board.

Second, the amendment to section 4.9 of the JPA provides for a pool of three alternates to the CAC. It also provides a process for CAC members who cannot attend a meeting to notify and secure a commitment from an alternate to attend in his or her place. During the past few months the CAC has had difficulty holding meetings due to lack of a quorum. The goal of this amendment is to alleviate this problem by allowing for alternates to step in when CAC members are unavailable.

Third, the amendment to section 4.14.1, changes the timing for election of the Board Chair and Vice Chair from January to June. The terms of office for those positions would run concurrently with the EBCE fiscal year. Several good reasons exist for this change, not the least of which is the fact that new councilmembers are typically sworn in in January. In some years, the EBCE January Board meeting will occur before the swearing in of new councilmembers meaning that the EBCE Board may change composition shortly after electing a Chair and Vice Chair. This would deprive new EBCE Board Members from voting on these positions. Alternatively, new Board Members could be asked to vote on a Chair or Vice Chair at their first meeting. Moving the election to June allows for the Board Members to work together for a few months before electing a Chair and Vice Chair.

The final amendment deletes the timing for completion of the LDBP. The JPA set a very aggressive timeline for adoption of the LDBP—one that would have dramatically curtailed public input. The draft plan was only recently made available for final public review. EBCE intends to conduct additional public review coupled with environmental review and then bring the LDBP to the Board for review and approval as soon as practicable.

Fiscal Impact

There is no fiscal impact associated with these amendments.

CEQA

Not a project.

Attachments

- A. Resolution to Amend Joint Powers Agreement
- B. Amendments Joint Powers Agreement

RESOLUTION NO. _____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
TO AMEND THE JOINT POWERS AGREEMENT

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Oakland, Emeryville, Berkeley, San Leandro, Union City, Hayward, Fremont, Castro Valley, Dublin, Livermore and Albany to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

Section 2. The Joint Powers Agreement provides for amendment of the Joint Powers Agreement following at least 30-days written notice to the member jurisdictions containing the language of the proposed amendment. Notice of the proposed amendments was provided to the member jurisdictions in writing on May 17, 2018.

Section 3. Approval of Joint Powers Agreement Amendments requires an affirmative vote of two-thirds affirmative votes of the entire Board of Directors, which vote was taken on June 20, 2018.

Section 4. The Board of Directors hereby finds and declares that certain provisions in the EBCE Joint Powers Agreement require amendment. Specifically, the Board of Directors finds that the EBCE’s business can be complicated and may require a new Director or Alternate time to learn the intricacies of EBCE’s business and that there is a benefit to allowing Directors or Alternates who no longer serve on the Governing Body of a Party to continue to service as a Director for up to ninety (90) days until the Party appoints a new Director or Alternate to represent that Party.

Section 5. The Board of Directors further finds that electing a Chair and Vice Chair towards the end of the Fiscal Year to begin serving on July 1, instead of at the beginning of January, allows newer Directors the opportunity to fully acquaint themselves with their colleagues on the Board of Directors before electing Chair and Vice Chair.

Section 6. The Board of Directors further finds that an effective Community Advisory Committee requires an active and involved membership that attend meetings; and that the Community Advisory Committee has had a difficult time obtaining a quorum in order to hold

regular meetings; and that in order to ensure that the Community Advisory Committee can hold regular meetings, it is necessary to have a pool of three alternates that can attend in the event one of the regular Community Advisory Committee members cannot attend.

Section 7. The Board of Directors further finds that timeline in the Joint Powers Agreement to complete a business plan was not realistic even though there has been significant effort to complete the business plan.

Section 8. The Board of Directors hereby approves the amendments to the Joint Powers Agreement as written in attachment A, and further directs the EBCE staff to notify the Parties that such amendments were duly adopted by a two-thirds vote of all Directors to be effective on July 1, 2018.

ADOPTED AND APPROVED this 20th day of June, 2018.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

Amendments to EBCE Joint Powers Agreement

1. Section 4.2.1 shall be amended to read in full as follows:

4.2.1 The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the regular Director shall be a member of the governing body of the Party at the time of appointment but may continue to serve as a Director following his/her term as a member of the Party's governing body until a new Director is appointed pursuant to the timing in Section 4.3. The person appointed and designated as the alternate Director shall also be a member of the governing body of a Party and the alternate may continue to serve as an alternate following his/her term as a member of a Party's governing body until a new alternate is appointed pursuant to the timing in Section 4.3.

2. Section 4.3 shall be amended to read in full as follows:

4.3 **Term of Office.** Each regular and alternate Director shall serve at the pleasure of the governing body of the Party that the Director represents and may be removed as Director by such governing body at the time. If at any time a vacancy occurs on the Board because a Director is no longer a member of a Party's governing body, the Party shall appoint a replacement to fill the position of the previous Director in accordance with the provisions of Section 4.2.1 within ninety (90) days of the date that such Director is no longer a member of a Party's governing body or for any other reason that such position becomes vacant.

3. Section 4.9 shall be amended in full to read as follows:

4.9 **Community Advisory Committee.** The Board shall establish a Community Advisory Committee consisting of nine members and three alternates, none of whom may be voting members of the Board. One alternate from the pool of three alternates may take the place of a Community Advisory Member when a Community Advisory Committee member cannot attend a meeting. The Community Advisory Committee member that is unable to attend a meeting must notify the alternates of their inability to attend and obtain confirmation that one of the Alternates can attend the Community Advisory Committee meeting in that member's place. The function of the Community Advisory Committee shall be to advise the Board of Directors on all subjects related to the operation of the CCA Program as set forth in a work plan adopted by the Board of Directors from time to time, with the exception of personnel and litigation decisions. The Community Advisory Committee is advisory only, and shall not have decision making authority, or receive any delegation of authority from the Board of Directors.

The Board shall publicize the opportunity to serve on the Community Advisory Committee and shall appoint members of the Community Advisory Committee and Alternates from those individuals expressing interest in serving, and who represent a diverse cross-section of interests, skill sets and geographic regions. Members of the Community Advisory Committee shall serve staggered four-years terms (the first term of three of the members shall be two years, and four years thereafter), which may be renewed. A member or Alternate of the Community Advisory Committee may be removed by the Board of Directors by majority vote. The Board of Directors shall determine whether the Community Advisory Committee members will receive a stipend or be entitled to reimbursement of expenses.

4. Section 4.14.1 shall be amended to read in full as follows:
4.14.1 **Chair and Vice Chair.** Prior to the end of the fiscal year, the Directors shall elect, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The newly elected Chair and Vice Chair shall commence serving in those capacities on July 1, except that no separate election shall be required for Fiscal Year 2018-2019 and the Chair and Vice Chair elected in 2018 shall continue to serve until the end of the 2018-2019 Fiscal Year. The Chair and Vice Chair shall hold office for one year and serve no more than two consecutive terms, however, the total number of terms a Director may serve as Chair or Vice Chair is not limited. The office of either the Chair or Vice Chair shall be declared vacant and the Board shall make a new selection if:
(a) the person serving dies, resigns, or ceases to be a member of the governing body of a Party that person represents, except if the person is continuing to serve on the Board after that person no longer serves on the governing body in conformance with section 4.2.1.; (b) the Party that the person represents removes the person as its representative on the Board, or (c) the Party that the person represents withdraws from the Authority pursuant to the provisions of this Agreement.
5. Section 5.4 shall be amended to delete the second to the last sentence that reads:
“The Business Plan shall be completed by the Authority no later than eight (8) months after the seating of the Authority Board of Directors.”

The Board shall publicize the opportunity to service on the Community Advisory Committee and shall appoint members of the Community Advisory Committee and Alternates from those individuals expressing interest in servicing, and who represent a diverse cross-section of interests, skill sets and geographic regions. Members of the Community Advisory Committee shall serve staggered four-years terms (the first term of three of the members shall be two years, and four years thereafter), which may be renewed. A member or Alternate of the Community Advisory Committee may be removed by the Board of Directors by majority vote. The Board of Directors shall determine whether the Community Advisory Committee members will receive a stipend or be entitled to reimbursement of expenses.

4. Section 4.14.1 shall be amended to read in full as follows:

4.14.1 Chair and Vice Chair. Prior to the end of the fiscal year, the Directors shall elect, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The newly elected Chair and Vice Chair shall commence serving in those capacities on July 1, except that no separate election shall be required for Fiscal Year 2018-2019 and the Chair and Vice Chair elected in 2018 shall continue to serve until the end of the 2018-2019 Fiscal Year. The Chair and Vice Chair shall hold office for one year and serve no more than two consecutive terms, however, the total number of terms a Director may serve as Chair or Vice Chair is no limited. The office of either the Chair or Vice Chair shall be declared vacant and the Board shall make a new selection if: (a) the person serving dies, resigns, or ceases to be a member of the governing body of a Party that person represents, except if the person is continuing to serve on the Board after that person no longer serves on the governing body in conformance with section 4.2.1.; (b) the Party that the person represents removes the person as its representative on the Board, or (c) the Party that the person represents withdraws from the Authority pursuant to the provisions of this Agreement.

5. Section 5.4 shall be amended to delete the second to the last sentence that reads:

“The Business Plan shall be completed by the Authority no later than eight (8) months after the seating of the Authority Board of Directors.”



Staff Report Consent Item 12

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP Marketing and Account Services

SUBJECT: Approval of Updates to the EBCE Rate Sheets

DATE: June 20, 2018

Recommendation

Approve the updated rate sheets for the *Bright Choice*, *Brilliant 100*, and *Renewable 100* product services.

Background

On March 21, 2018, the Board adopted the rates sheets establishing the rates for the *Bright Choice* and *Brilliant 100* products.

On April 18, 2018, the Board approved a third product service for customers within EBCE territory that will be 100% renewable energy and offered concurrently with Phase 2 customer launch.

On May 16, 2018, the Board approved the rates for *Bright Choice* and *Brilliant 100* as adopted on March 21, 2018 and set the rates for the 100% renewable product at \$0.01 per kilowatt-hour above the PG&E base rate, which is the equivalent of a \$0.01 per kilowatt above EBCE's *Brilliant 100* rate.

Analysis & Discussion

This update to the rate sheet includes the following changes:

- Correction of the EV Off-Peak Winter kWh rates for *Bright Choice* and *Brilliant 100* due to two numbers being inverted in the rate value included in the previous rate sheet

- Addition of *Renewable 100*, the 100% renewable energy product, rates which are an additional energy charge above the *Brilliant 100* rate for customers who elect this service.

Attachments

- A. Resolution Approving Updated Rate Sheets
- B. Updated Rate Sheets

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
UPDATING RATE SHEETS FOR EBCE SERVICE PRODUCTS**

**THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES
HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

Section 1. The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Castro Valley, Dublin, Emeryville, Fremont, Hayward, Livermore, Oakland, San Leandro, and Union City, to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all the member jurisdictions.

Section 2. At the February 7, 2018 Board of Directors regular meeting, the Board established the initial energy products to be provided by EBCE namely Bright Choice containing 85% greenhouse gas free content and Brilliant 100 containing 100% greenhouse gas free content.

Section 3. At the February 7, 2018 Board of Directors regular meeting, the Board also set a framework for establishing rates by benchmarking the rates off PG&E rates such that Bright Choice rates will be set at 1.5% below PG&E’s 2018 rates and Brilliant 100 rates will match PG&E’s 2018 rates.

Section 4. At the March 21, 2018 Board of Directors regular meeting, the Board adopted the rates sheets establishing the rates for the Bright Choice and Brilliant 100 products.

Section 5. At the April 18, 2018 Board of Directors regular meeting, the Board approved offering a third energy product consisting of 100% renewable energy to be offered concurrently with the Phase II customer launch.

Section 6. At the May 16, 2018 Board of Directors regular meeting, the Board reaffirmed the rates for Bright Choice and Brilliant 100 as adopted by the Board of Directors by Resolution on March 21, 2018 and sets the rates for the 100% renewable product at \$0.01 per kilowatt-hour above the PG&E base rate, which is the equivalent of a \$0.01 per kilowatt above EBCE’s Brilliant 100 rate.

Section 7. Based on the previous actions, the Board hereby updates the EV Off-Peak kWh rate for Bright Choice and Brilliant 100, as set forth in Exhibit A.

Section 8. Based on the previous actions, the Board hereby adds the rates for Renewable 100 as an energy charge of \$0.01 per kWh above the Brilliant 100 rate, as set forth in Exhibit A.

Section 9. The Board reserves the right to modify the rates from time to time to stay competitive with PG&E rates and maintain the rates consistent with the previous framework or adopt a new framework. Any rates adjustment shall be made at a noticed public meeting.

ADOPTED AND APPROVED this 20th day of June, 2018.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board



East Bay Community Energy Rate Sheets

Bright Choice

Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2018 Rate	Unit	Season
A1	Summer kWh	0.09853	0.02528	0.12381	0.1257	kWh	Summer
A1	Winter kWh	0.0599	0.02528	0.08518	0.08648	kWh	Winter
A10P	Max Demand Summer kW	4.6295	0	4.6295	4.7	kW	Summer
A10P	Summer kWh	0.07893	0.02568	0.10461	0.1062	kWh	Summer
A10P	Winter kWh	0.0559	0.02568	0.08158	0.08282	kWh	Winter
A10PX	Max Demand Summer kW	4.6295	0	4.6295	4.7	kW	Summer
A10PX	Off-Peak Summer kWh	0.05405	0.02568	0.07973	0.08094	kWh	Summer
A10PX	Off-Peak Winter kWh	0.05114	0.02568	0.07682	0.07799	kWh	Winter
A10PX	Part-Peak Summer kWh	0.08028	0.02568	0.10596	0.10757	kWh	Summer
A10PX	Part-Peak Winter kWh	0.06678	0.02568	0.09246	0.09387	kWh	Winter

Approved 3/21/18
 Updated 4/18/18
 Updated 6/20/18



A10PX	Peak Summer kWh	0.13008	0.02568	0.15576	0.15813	kWh	Summer
A10S	Max Demand Summer kW	5.32885	0	5.32885	5.41	kW	Summer
A10S	Summer kWh	0.08872	0.02568	0.1144	0.11614	kWh	Summer
A10S	Winter kWh	0.06214	0.02568	0.08782	0.08916	kWh	Winter
A10SX	Max Demand Summer kW	5.32885	0	5.32885	5.41	kW	Summer
A10SX	Off-Peak Summer kWh	0.05984	0.02568	0.08552	0.08682	kWh	Summer
A10SX	Off-Peak Winter kWh	0.05497	0.02568	0.08065	0.08188	kWh	Winter
A10SX	Part-Peak Summer kWh	0.08749	0.02568	0.11317	0.11489	kWh	Summer
A10SX	Part-Peak Winter kWh	0.07179	0.02568	0.09747	0.09895	kWh	Winter
A10SX	Peak Summer kWh	0.14179	0.02568	0.16747	0.17002	kWh	Summer
A10T	Max Demand Summer kW	3.63465	0	3.63465	3.69	kW	Summer
A10T	Summer kWh	0.06925	0.02568	0.09493	0.09638	kWh	Summer



A10T	Winter kWh	0.04926	0.02568	0.07494	0.07608	kWh	Winter
A10TX	Max Demand Summer kW	3.63465	0	3.63465	3.69	kW	Summer
A10TX	Off-Peak Summer kWh	0.04496	0.02568	0.07064	0.07172	kWh	Summer
A10TX	Off-Peak Winter kWh	0.04392	0.02568	0.0696	0.07066	kWh	Winter
A10TX	Part-Peak Summer kWh	0.06989	0.02568	0.09557	0.09703	kWh	Summer
A10TX	Part-Peak Winter kWh	0.05828	0.02568	0.08396	0.08524	kWh	Winter
A10TX	Peak Summer kWh	0.11606	0.02568	0.14174	0.1439	kWh	Summer
A15	Summer kWh	0.09853	0.02528	0.12381	0.1257	kWh	Summer
A15	Winter kWh	0.0599	0.02528	0.08518	0.08648	kWh	Winter
A1X	Off-Peak Summer kWh	0.06223	0.02528	0.08751	0.08884	kWh	Summer
A1X	Off-Peak Winter kWh	0.06837	0.02528	0.09365	0.09508	kWh	Winter
A1X	Part-Peak Summer kWh	0.08917	0.02528	0.11445	0.11619	kWh	Summer



A1X	Part-Peak Winter kWh	0.08898	0.02528	0.11426	0.116	kWh	Winter
A1X	Peak Summer kWh	0.11246	0.02528	0.13774	0.13984	kWh	Summer
A6	Off-Peak Summer kWh	0.0531	0.02528	0.07838	0.07957	kWh	Summer
A6	Off-Peak Winter kWh	0.06095	0.02528	0.08623	0.08754	kWh	Winter
A6	Part-Peak Summer kWh	0.11051	0.02528	0.13579	0.13786	kWh	Summer
A6	Part-Peak Winter kWh	0.07817	0.02528	0.10345	0.10503	kWh	Winter
A6	Peak Summer kWh	0.3465	0.02528	0.37178	0.37744	kWh	Summer
AG1A	Connected Load Summer kW	1.46765	0	1.46765	1.49	kW	Summer
AG1A	Summer kWh	0.08195	0.02516	0.10711	0.10874	kWh	Summer
AG1A	Winter kWh	0.06074	0.02516	0.0859	0.08721	kWh	Winter
AG1B	Max Demand Summer kW	2.2064	0	2.2064	2.24	kW	Summer
AG1B	Summer kWh	0.08514	0.02516	0.1103	0.11198	kWh	Summer



AG1B	Winter kWh	0.06082	0.02516	0.08598	0.08729	kWh	Winter
AG4A	Connected Load Summer kW	1.4578	0	1.4578	1.48	kW	Summer
AG4A	Off-Peak Summer kWh	0.04882	0.02516	0.07398	0.07511	kWh	Summer
AG4A	Off-Peak Winter kWh	0.04164	0.02516	0.0668	0.06782	kWh	Winter
AG4A	Part-Peak Winter kWh	0.05325	0.02516	0.07841	0.0796	kWh	Winter
AG4A	Peak Summer kWh	0.14622	0.02516	0.17138	0.17399	kWh	Summer
AG4B	Max Demand Summer kW	2.5807	0	2.5807	2.62	kW	Summer
AG4B	Max Peak Demand Summer kW	2.7383	0	2.7383	2.78	kW	Summer
AG4B	Off-Peak Summer kWh	0.05102	0.02516	0.07618	0.07734	kWh	Summer
AG4B	Off-Peak Winter kWh	0.03805	0.02516	0.06321	0.06417	kWh	Winter
AG4B	Part-Peak Winter kWh	0.04913	0.02516	0.07429	0.07542	kWh	Winter
AG4B	Peak Summer kWh	0.10609	0.02516	0.13125	0.13325	kWh	Summer



AG4C	Max Part-Peak Demand Summer kW	1.0835	0	1.0835	1.1	kW	Summer
AG4C	Max Peak Demand Summer kW	6.35325	0	6.35325	6.45	kW	Summer
AG4C	Off-Peak Summer kWh	0.03671	0.02516	0.06187	0.06281	kWh	Summer
AG4C	Off-Peak Winter kWh	0.03323	0.02516	0.05839	0.05928	kWh	Winter
AG4C	Part-Peak Summer kWh	0.06058	0.02516	0.08574	0.08705	kWh	Summer
AG4C	Part-Peak Winter kWh	0.04348	0.02516	0.06864	0.06969	kWh	Winter
AG4C	Peak Summer kWh	0.1263	0.02516	0.15146	0.15377	kWh	Summer
AG5A	Connected Load Summer kW	3.98925	0	3.98925	4.05	kW	Summer
AG5A	Off-Peak Summer kWh	0.05414	0.02516	0.0793	0.08051	kWh	Summer
AG5A	Off-Peak Winter kWh	0.04567	0.02516	0.07083	0.07191	kWh	Winter
AG5A	Part-Peak Winter kWh	0.0579	0.02516	0.08306	0.08432	kWh	Winter
AG5A	Peak Summer kWh	0.13523	0.02516	0.16039	0.16283	kWh	Summer



AG5B	Max Demand Summer kW	4.79695	0	4.79695	4.87	kW	Summer
AG5B	Max Peak Demand Summer kW	6.0085	0	6.0085	6.1	kW	Summer
AG5B	Off-Peak Summer kWh	0.02751	0.02516	0.05267	0.05347	kWh	Summer
AG5B	Off-Peak Winter kWh	0.01854	0.02516	0.0437	0.04437	kWh	Winter
AG5B	Part-Peak Winter kWh	0.04918	0.02516	0.07434	0.07547	kWh	Winter
AG5B	Peak Summer kWh	0.13149	0.02516	0.15665	0.15904	kWh	Summer
AG5C	Max Part-Peak Demand Summer kW	2.09805	0	2.09805	2.13	kW	Summer
AG5C	Max Peak Demand Summer kW	11.14035	0	11.14035	11.31	kW	Summer
AG5C	Off-Peak Summer kWh	0.02939	0.02516	0.05455	0.05538	kWh	Summer
AG5C	Off-Peak Winter kWh	0.02623	0.02516	0.05139	0.05217	kWh	Winter
AG5C	Part-Peak Summer kWh	0.04982	0.02516	0.07498	0.07612	kWh	Summer
AG5C	Part-Peak Winter kWh	0.03551	0.02516	0.06067	0.06159	kWh	Winter



AG5C	Peak Summer kWh	0.10469	0.02516	0.12985	0.13183	kWh	Summer
AGRA	Connected Load Summer kW	1.4184	0	1.4184	1.44	kW	Summer
AGRA	Off-Peak Summer kWh	0.04745	0.02516	0.07261	0.07372	kWh	Summer
AGRA	Off-Peak Winter kWh	0.04319	0.02516	0.06835	0.06939	kWh	Winter
AGRA	Part-Peak Winter kWh	0.05514	0.02516	0.0803	0.08152	kWh	Winter
AGRA	Peak Summer kWh	0.26314	0.02516	0.2883	0.29269	kWh	Summer
AGRB	Max Demand Summer kW	2.09805	0	2.09805	2.13	kW	Summer
AGRB	Max Peak Demand Summer kW	2.35415	0	2.35415	2.39	kW	Summer
AGRB	Off-Peak Summer kWh	0.04691	0.02516	0.07207	0.07317	kWh	Summer
AGRB	Off-Peak Winter kWh	0.03115	0.02516	0.05631	0.05717	kWh	Winter
AGRB	Part-Peak Winter kWh	0.04096	0.02516	0.06612	0.06713	kWh	Winter
AGRB	Peak Summer kWh	0.2352	0.02516	0.26036	0.26432	kWh	Summer



AGVA	Connected Load Summer kW	1.4775	0	1.4775	1.5	kW	Summer
AGVA	Off-Peak Summer kWh	0.04452	0.02516	0.06968	0.07074	kWh	Summer
AGVA	Off-Peak Winter kWh	0.04179	0.02516	0.06695	0.06797	kWh	Winter
AGVA	Part-Peak Winter kWh	0.05349	0.02516	0.07865	0.07985	kWh	Winter
AGVA	Peak Summer kWh	0.2271	0.02516	0.25226	0.2561	kWh	Summer
AGVB	Max Demand Summer kW	1.92075	0	1.92075	1.95	kW	Summer
AGVB	Max Peak Demand Summer kW	2.47235	0	2.47235	2.51	kW	Summer
AGVB	Off-Peak Summer kWh	0.04495	0.02516	0.07011	0.07118	kWh	Summer
AGVB	Off-Peak Winter kWh	0.03135	0.02516	0.05651	0.05737	kWh	Winter
AGVB	Part-Peak Winter kWh	0.04121	0.02516	0.06637	0.06738	kWh	Winter
AGVB	Peak Summer kWh	0.20778	0.02516	0.23294	0.23649	kWh	Summer
E1	Flat kWh	0.07217	0.03401	0.10618	0.1078	kWh	All



E19P	Max Part-Peak Demand Summer kW	2.96485	0	2.96485	3.01	kW	Summer
E19P	Max Peak Demand Summer kW	12.18445	0	12.18445	12.37	kW	Summer
E19P	Off-Peak Summer kWh	0.0359	0.02165	0.05755	0.05843	kWh	Summer
E19P	Off-Peak Winter kWh	0.04248	0.02165	0.06413	0.06511	kWh	Winter
E19P	Part-Peak Summer kWh	0.06253	0.02165	0.08418	0.08546	kWh	Summer
E19P	Part-Peak Winter kWh	0.05693	0.02165	0.07858	0.07978	kWh	Winter
E19P	Peak Summer kWh	0.10395	0.02165	0.1256	0.12751	kWh	Summer
E19PR	Off-Peak Summer kWh	0.0359	0.02165	0.05755	0.05843	kWh	Summer
E19PR	Off-Peak Winter kWh	0.04248	0.02165	0.06413	0.06511	kWh	Winter
E19PR	Part-Peak Summer kWh	0.09648	0.02165	0.11813	0.11993	kWh	Summer
E19PR	Part-Peak Winter kWh	0.05693	0.02165	0.07858	0.07978	kWh	Winter
E19PR	Peak Summer kWh	0.25214	0.02165	0.27379	0.27796	kWh	Summer



E19S	Max Part-Peak Demand Summer kW	3.3687	0	3.3687	3.42	kW	Summer
E19S	Max Peak Demand Summer kW	13.6521	0	13.6521	13.86	kW	Summer
E19S	Off-Peak Summer kWh	0.04121	0.02165	0.06286	0.06382	kWh	Summer
E19S	Off-Peak Winter kWh	0.0484	0.02165	0.07005	0.07112	kWh	Winter
E19S	Part-Peak Summer kWh	0.07019	0.02165	0.09184	0.09324	kWh	Summer
E19S	Part-Peak Winter kWh	0.06419	0.02165	0.08584	0.08715	kWh	Winter
E19S	Peak Summer kWh	0.11395	0.02165	0.1356	0.13766	kWh	Summer
E19SR	Off-Peak Summer kWh	0.04121	0.02165	0.06286	0.06382	kWh	Summer
E19SR	Off-Peak Winter kWh	0.0484	0.02165	0.07005	0.07112	kWh	Winter
E19SR	Part-Peak Summer kWh	0.10533	0.02165	0.12698	0.12891	kWh	Summer
E19SR	Part-Peak Winter kWh	0.06419	0.02165	0.08584	0.08715	kWh	Winter
E19SR	Peak Summer kWh	0.26497	0.02165	0.28662	0.29098	kWh	Summer



E19T	Max Part-Peak Demand Summer kW	3.47705	0	3.47705	3.53	kW	Summer
E19T	Max Peak Demand Summer kW	13.8491	0	13.8491	14.06	kW	Summer
E19T	Off-Peak Summer kWh	0.03528	0.02165	0.05693	0.0578	kWh	Summer
E19T	Off-Peak Winter kWh	0.0418	0.02165	0.06345	0.06442	kWh	Winter
E19T	Part-Peak Summer kWh	0.05389	0.02165	0.07554	0.07669	kWh	Summer
E19T	Part-Peak Winter kWh	0.0561	0.02165	0.07775	0.07893	kWh	Winter
E19T	Peak Summer kWh	0.06795	0.02165	0.0896	0.09096	kWh	Summer
E19TR	Off-Peak Summer kWh	0.03528	0.02165	0.05693	0.0578	kWh	Summer
E19TR	Off-Peak Winter kWh	0.0418	0.02165	0.06345	0.06442	kWh	Winter
E19TR	Part-Peak Summer kWh	0.09708	0.02165	0.11873	0.12054	kWh	Summer
E19TR	Part-Peak Winter kWh	0.0561	0.02165	0.07775	0.07893	kWh	Winter
E19TR	Peak Summer kWh	0.25106	0.02165	0.27271	0.27686	kWh	Summer



E20P	Max Part-Peak Demand Summer kW	3.4278	0	3.4278	3.48	kW	Summer
E20P	Max Peak Demand Summer kW	14.4992	0	14.4992	14.72	kW	Summer
E20P	Off-Peak Summer kWh	0.03854	0.01944	0.05798	0.05886	kWh	Summer
E20P	Off-Peak Winter kWh	0.04516	0.01944	0.0646	0.06558	kWh	Winter
E20P	Part-Peak Summer kWh	0.0655	0.01944	0.08494	0.08623	kWh	Summer
E20P	Part-Peak Winter kWh	0.05972	0.01944	0.07916	0.08037	kWh	Winter
E20P	Peak Summer kWh	0.10933	0.01944	0.12877	0.13073	kWh	Summer
E20PR	Off-Peak Summer kWh	0.03854	0.01944	0.05798	0.05886	kWh	Summer
E20PR	Off-Peak Winter kWh	0.04516	0.01944	0.0646	0.06558	kWh	Winter
E20PR	Part-Peak Summer kWh	0.09833	0.01944	0.11777	0.11956	kWh	Summer
E20PR	Part-Peak Winter kWh	0.05972	0.01944	0.07916	0.08037	kWh	Winter
E20PR	Peak Summer kWh	0.25862	0.01944	0.27806	0.28229	kWh	Summer



E20S	Max Part-Peak Demand Summer kW	3.26035	0	3.26035	3.31	kW	Summer
E20S	Max Peak Demand Summer kW	13.20885	0	13.20885	13.41	kW	Summer
E20S	Off-Peak Summer kWh	0.03803	0.02083	0.05886	0.05976	kWh	Summer
E20S	Off-Peak Winter kWh	0.04476	0.02083	0.06559	0.06659	kWh	Winter
E20S	Part-Peak Summer kWh	0.06533	0.02083	0.08616	0.08747	kWh	Summer
E20S	Part-Peak Winter kWh	0.05956	0.02083	0.08039	0.08161	kWh	Winter
E20S	Peak Summer kWh	0.10509	0.02083	0.12592	0.12784	kWh	Summer
E20SR	Off-Peak Summer kWh	0.03803	0.02083	0.05886	0.05976	kWh	Summer
E20SR	Off-Peak Winter kWh	0.04476	0.02083	0.06559	0.06659	kWh	Winter
E20SR	Part-Peak Summer kWh	0.09803	0.02083	0.11886	0.12067	kWh	Summer
E20SR	Part-Peak Winter kWh	0.05956	0.02083	0.08039	0.08161	kWh	Winter
E20SR	Peak Summer kWh	0.24033	0.02083	0.26116	0.26514	kWh	Summer



E20T	Max Part-Peak Demand Summer kW	4.08775	0	4.08775	4.15	kW	Summer
E20T	Max Peak Demand Summer kW	17.1587	0	17.1587	17.42	kW	Summer
E20T	Off-Peak Summer kWh	0.03566	0.01786	0.05352	0.05434	kWh	Summer
E20T	Off-Peak Winter kWh	0.04179	0.01786	0.05965	0.06056	kWh	Winter
E20T	Part-Peak Summer kWh	0.05315	0.01786	0.07101	0.07209	kWh	Summer
E20T	Part-Peak Winter kWh	0.05523	0.01786	0.07309	0.0742	kWh	Winter
E20T	Peak Summer kWh	0.06636	0.01786	0.08422	0.0855	kWh	Summer
E20TR	Off-Peak Summer kWh	0.03566	0.01786	0.05352	0.05434	kWh	Summer
E20TR	Off-Peak Winter kWh	0.04179	0.01786	0.05965	0.06056	kWh	Winter
E20TR	Part-Peak Summer kWh	0.09239	0.01786	0.11025	0.11193	kWh	Summer
E20TR	Part-Peak Winter kWh	0.05523	0.01786	0.07309	0.0742	kWh	Winter
E20TR	Peak Summer kWh	0.25166	0.01786	0.26952	0.27362	kWh	Summer



E37	Max Demand Summer kW	4.79695	0	4.79695	4.87	kW	Summer
E37	Max Peak Demand Summer kW	6.0085	0	6.0085	6.1	kW	Summer
E37	Off-Peak Summer kWh	0.02751	0.02516	0.05267	0.05347	kWh	Summer
E37	Off-Peak Winter kWh	0.01854	0.02516	0.0437	0.04437	kWh	Winter
E37	Part-Peak Winter kWh	0.04918	0.02516	0.07434	0.07547	kWh	Winter
E37	Peak Summer kWh	0.13149	0.02516	0.15665	0.15904	kWh	Summer
E6	Off-Peak Summer kWh	0.04364	0.03401	0.07765	0.07883	kWh	Summer
E6	Off-Peak Winter kWh	0.05634	0.03401	0.09035	0.09173	kWh	Winter
E6	Part-Peak Summer kWh	0.08901	0.03401	0.12302	0.12489	kWh	Summer
E6	Part-Peak Winter kWh	0.06882	0.03401	0.10283	0.1044	kWh	Winter
E6	Peak Summer kWh	0.20016	0.03401	0.23417	0.23774	kWh	Summer
ETOUA	Off-Peak Summer kWh	0.0792	0.03401	0.11321	0.11493	kWh	Summer



ETOUA	Off-Peak Winter kWh	0.05353	0.03401	0.08754	0.08887	kWh	Winter
ETOUA	Peak Summer kWh	0.15363	0.03401	0.18764	0.1905	kWh	Summer
ETOUA	Peak Winter kWh	0.0676	0.03401	0.10161	0.10316	kWh	Winter
ETOUB	Off-Peak Summer kWh	0.07367	0.03401	0.10768	0.10932	kWh	Summer
ETOUB	Off-Peak Winter kWh	0.05143	0.03401	0.08544	0.08674	kWh	Winter
ETOUB	Peak Summer kWh	0.17518	0.03401	0.20919	0.21238	kWh	Summer
ETOUB	Peak Winter kWh	0.06995	0.03401	0.10396	0.10554	kWh	Winter
ETOUC3	Off-Peak Summer kWh	0.06745	0.03401	0.10146	0.10301	kWh	Summer
ETOUC3	Off-Peak Winter kWh	0.05726	0.03401	0.09127	0.09266	kWh	Winter
ETOUC3	Peak Summer kWh	0.12994	0.03401	0.16395	0.16645	kWh	Summer
ETOUC3	Peak Winter kWh	0.07433	0.03401	0.10834	0.10999	kWh	Winter
ETOUP1	Off-Peak Summer kWh	0.06178	0.03401	0.09579	0.09725	kWh	Summer



ETOUP1	Off-Peak Winter kWh	0.03955	0.03401	0.07356	0.07468	kWh	Winter
ETOUP1	Peak Summer kWh	0.1633	0.03401	0.19731	0.20031	kWh	Summer
ETOUP1	Peak Winter kWh	0.05807	0.03401	0.09208	0.09348	kWh	Winter
ETOUP2	Off-Peak Summer kWh	0.04833	0.03401	0.08234	0.08359	kWh	Summer
ETOUP2	Off-Peak Winter kWh	0.03743	0.03401	0.07144	0.07253	kWh	Winter
ETOUP2	Part-Peak Summer kWh	0.11967	0.03401	0.15368	0.15602	kWh	Summer
ETOUP2	Peak Summer kWh	0.17965	0.03401	0.21366	0.21691	kWh	Summer
ETOUP2	Peak Winter kWh	0.05716	0.03401	0.09117	0.09256	kWh	Winter
ETOUP3	Off-Peak Spring kWh	0.03809	0.03401	0.0721	0.0732	kWh	Spring
ETOUP3	Off-Peak Summer kWh	0.06207	0.03401	0.09608	0.09754	kWh	Summer
ETOUP3	Off-Peak Winter kWh	0.04386	0.03401	0.07787	0.07906	kWh	Winter
ETOUP3	Peak Spring kWh	0.05024	0.03401	0.08425	0.08553	kWh	Spring



ETOUP3	Peak Summer kWh	0.16358	0.03401	0.19759	0.2006	kWh	Summer
ETOUP3	Peak Winter kWh	0.06253	0.03401	0.09654	0.09801	kWh	Winter
ETOUP3	Super-Off-Peak Spring kWh	0.01205	0.03401	0.04606	0.04676	kWh	Spring
EV	Off-Peak Summer kWh	0.02485	0.03401	0.05886	0.05976	kWh	Summer
EV	Off-Peak Winter kWh	0.02695	0.03401	0.06096	0.06189	kWh	Winter
EV	Part-Peak Summer kWh	0.08312	0.03401	0.11713	0.11891	kWh	Summer
EV	Part-Peak Winter kWh	0.02274	0.03401	0.05675	0.05761	kWh	Winter
EV	Peak Summer kWh	0.20903	0.03401	0.24304	0.24674	kWh	Summer
EV	Peak Winter kWh	0.05681	0.03401	0.09082	0.0922	kWh	Winter
LS	Flat kWh	0.07972	0.0065	0.08622	0.08753	kWh	All
STOUP	Off-Peak Summer kWh	0.05587	0.01246	0.06833	0.06937	kWh	Summer
STOUP	Off-Peak Winter kWh	0.06364	0.01246	0.0761	0.07726	kWh	Winter



STOUP	Part-Peak Summer kWh	0.07826	0.01246	0.09072	0.0921	kWh	Summer
STOUP	Part-Peak Winter kWh	0.08099	0.01246	0.09345	0.09487	kWh	Winter
STOUP	Peak Summer kWh	0.09537	0.01246	0.10783	0.10947	kWh	Summer
STOUP	Reservation Charge kW	0.4137	0	0.4137	0.42	kW	All
STOUS	Off-Peak Summer kWh	0.05587	0.01246	0.06833	0.06937	kWh	Summer
STOUS	Off-Peak Winter kWh	0.06364	0.01246	0.0761	0.07726	kWh	Winter
STOUS	Part-Peak Summer kWh	0.07826	0.01246	0.09072	0.0921	kWh	Summer
STOUS	Part-Peak Winter kWh	0.08099	0.01246	0.09345	0.09487	kWh	Winter
STOUS	Peak Summer kWh	0.09537	0.01246	0.10783	0.10947	kWh	Summer
STOUS	Reservation Charge kW	0.4137	0	0.4137	0.42	kW	All
STOUT	Off-Peak Summer kWh	0.04507	0.01246	0.05753	0.05841	kWh	Summer
STOUT	Off-Peak Winter kWh	0.05167	0.01246	0.06413	0.06511	kWh	Winter



STOUT	Part-Peak Summer kWh	0.06387	0.01246	0.07633	0.07749	kWh	Summer
STOUT	Part-Peak Winter kWh	0.0661	0.01246	0.07856	0.07976	kWh	Winter
STOUT	Peak Summer kWh	0.07808	0.01246	0.09054	0.09192	kWh	Summer
STOUT	Reservation Charge kW	0.34475	0	0.34475	0.35	kW	All
TC1	Flat kWh	0.06833	0.02528	0.09361	0.09504	kWh	All



Brilliant 100

Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2018 Rate	Unit	Season
A1	Summer kWh	0.10042	0.02528	0.1257	0.1257	kWh	Summer
A1	Winter kWh	0.0612	0.02528	0.08648	0.08648	kWh	Winter
A10P	Max Demand Summer kW	4.7	0	4.7	4.7	kW	Summer
A10P	Summer kWh	0.08052	0.02568	0.1062	0.1062	kWh	Summer
A10P	Winter kWh	0.05714	0.02568	0.08282	0.08282	kWh	Winter
A10PX	Max Demand Summer kW	4.7	0	4.7	4.7	kW	Summer
A10PX	Off-Peak Summer kWh	0.05526	0.02568	0.08094	0.08094	kWh	Summer
A10PX	Off-Peak Winter kWh	0.05231	0.02568	0.07799	0.07799	kWh	Winter
A10PX	Part-Peak Summer kWh	0.08189	0.02568	0.10757	0.10757	kWh	Summer



A10PX	Part-Peak Winter kWh	0.06819	0.02568	0.09387	0.09387	kWh	Winter
A10PX	Peak Summer kWh	0.13245	0.02568	0.15813	0.15813	kWh	Summer
A10S	Max Demand Summer kW	5.41	0	5.41	5.41	kW	Summer
A10S	Summer kWh	0.09046	0.02568	0.11614	0.11614	kWh	Summer
A10S	Winter kWh	0.06348	0.02568	0.08916	0.08916	kWh	Winter
A10SX	Max Demand Summer kW	5.41	0	5.41	5.41	kW	Summer
A10SX	Off-Peak Summer kWh	0.06114	0.02568	0.08682	0.08682	kWh	Summer
A10SX	Off-Peak Winter kWh	0.0562	0.02568	0.08188	0.08188	kWh	Winter
A10SX	Part-Peak Summer kWh	0.08921	0.02568	0.11489	0.11489	kWh	Summer
A10SX	Part-Peak Winter kWh	0.07327	0.02568	0.09895	0.09895	kWh	Winter
A10SX	Peak Summer kWh	0.14434	0.02568	0.17002	0.17002	kWh	Summer
A10T	Max Demand Summer kW	3.69	0	3.69	3.69	kW	Summer



A10T	Summer kWh	0.0707	0.02568	0.09638	0.09638	kWh	Summer
A10T	Winter kWh	0.0504	0.02568	0.07608	0.07608	kWh	Winter
A10TX	Max Demand Summer kW	3.69	0	3.69	3.69	kW	Summer
A10TX	Off-Peak Summer kWh	0.04604	0.02568	0.07172	0.07172	kWh	Summer
A10TX	Off-Peak Winter kWh	0.04498	0.02568	0.07066	0.07066	kWh	Winter
A10TX	Part-Peak Summer kWh	0.07135	0.02568	0.09703	0.09703	kWh	Summer
A10TX	Part-Peak Winter kWh	0.05956	0.02568	0.08524	0.08524	kWh	Winter
A10TX	Peak Summer kWh	0.11822	0.02568	0.1439	0.1439	kWh	Summer
A15	Summer kWh	0.10042	0.02528	0.1257	0.1257	kWh	Summer
A15	Winter kWh	0.0612	0.02528	0.08648	0.08648	kWh	Winter
A1X	Off-Peak Summer kWh	0.06356	0.02528	0.08884	0.08884	kWh	Summer
A1X	Off-Peak Winter kWh	0.0698	0.02528	0.09508	0.09508	kWh	Winter



A1X	Part-Peak Summer kWh	0.09091	0.02528	0.11619	0.11619	kWh	Summer
A1X	Part-Peak Winter kWh	0.09072	0.02528	0.116	0.116	kWh	Winter
A1X	Peak Summer kWh	0.11456	0.02528	0.13984	0.13984	kWh	Summer
A6	Off-Peak Summer kWh	0.05429	0.02528	0.07957	0.07957	kWh	Summer
A6	Off-Peak Winter kWh	0.06226	0.02528	0.08754	0.08754	kWh	Winter
A6	Part-Peak Summer kWh	0.11258	0.02528	0.13786	0.13786	kWh	Summer
A6	Part-Peak Winter kWh	0.07975	0.02528	0.10503	0.10503	kWh	Winter
A6	Peak Summer kWh	0.35216	0.02528	0.37744	0.37744	kWh	Summer
AG1A	Connected Load Summer kW	1.49	0	1.49	1.49	kW	Summer
AG1A	Summer kWh	0.08358	0.02516	0.10874	0.10874	kWh	Summer
AG1A	Winter kWh	0.06205	0.02516	0.08721	0.08721	kWh	Winter
AG1B	Max Demand Summer kW	2.24	0	2.24	2.24	kW	Summer



AG1B	Summer kWh	0.08682	0.02516	0.11198	0.11198	kWh	Summer
AG1B	Winter kWh	0.06213	0.02516	0.08729	0.08729	kWh	Winter
AG4A	Connected Load Summer kW	1.48	0	1.48	1.48	kW	Summer
AG4A	Off-Peak Summer kWh	0.04995	0.02516	0.07511	0.07511	kWh	Summer
AG4A	Off-Peak Winter kWh	0.04266	0.02516	0.06782	0.06782	kWh	Winter
AG4A	Part-Peak Winter kWh	0.05444	0.02516	0.0796	0.0796	kWh	Winter
AG4A	Peak Summer kWh	0.14883	0.02516	0.17399	0.17399	kWh	Summer
AG4B	Max Demand Summer kW	2.62	0	2.62	2.62	kW	Summer
AG4B	Max Peak Demand Summer kW	2.78	0	2.78	2.78	kW	Summer
AG4B	Off-Peak Summer kWh	0.05218	0.02516	0.07734	0.07734	kWh	Summer
AG4B	Off-Peak Winter kWh	0.03901	0.02516	0.06417	0.06417	kWh	Winter
AG4B	Part-Peak Winter kWh	0.05026	0.02516	0.07542	0.07542	kWh	Winter



AG4B	Peak Summer kWh	0.10809	0.02516	0.13325	0.13325	kWh	Summer
AG4C	Max Part-Peak Demand Summer kW	1.1	0	1.1	1.1	kW	Summer
AG4C	Max Peak Demand Summer kW	6.45	0	6.45	6.45	kW	Summer
AG4C	Off-Peak Summer kWh	0.03765	0.02516	0.06281	0.06281	kWh	Summer
AG4C	Off-Peak Winter kWh	0.03412	0.02516	0.05928	0.05928	kWh	Winter
AG4C	Part-Peak Summer kWh	0.06189	0.02516	0.08705	0.08705	kWh	Summer
AG4C	Part-Peak Winter kWh	0.04453	0.02516	0.06969	0.06969	kWh	Winter
AG4C	Peak Summer kWh	0.12861	0.02516	0.15377	0.15377	kWh	Summer
AG5A	Connected Load Summer kW	4.05	0	4.05	4.05	kW	Summer
AG5A	Off-Peak Summer kWh	0.05535	0.02516	0.08051	0.08051	kWh	Summer
AG5A	Off-Peak Winter kWh	0.04675	0.02516	0.07191	0.07191	kWh	Winter
AG5A	Part-Peak Winter kWh	0.05916	0.02516	0.08432	0.08432	kWh	Winter



AG5A	Peak Summer kWh	0.13767	0.02516	0.16283	0.16283	kWh	Summer
AG5B	Max Demand Summer kW	4.87	0	4.87	4.87	kW	Summer
AG5B	Max Peak Demand Summer kW	6.1	0	6.1	6.1	kW	Summer
AG5B	Off-Peak Summer kWh	0.02831	0.02516	0.05347	0.05347	kWh	Summer
AG5B	Off-Peak Winter kWh	0.01921	0.02516	0.04437	0.04437	kWh	Winter
AG5B	Part-Peak Winter kWh	0.05031	0.02516	0.07547	0.07547	kWh	Winter
AG5B	Peak Summer kWh	0.13388	0.02516	0.15904	0.15904	kWh	Summer
AG5C	Max Part-Peak Demand Summer kW	2.13	0	2.13	2.13	kW	Summer
AG5C	Max Peak Demand Summer kW	11.31	0	11.31	11.31	kW	Summer
AG5C	Off-Peak Summer kWh	0.03022	0.02516	0.05538	0.05538	kWh	Summer
AG5C	Off-Peak Winter kWh	0.02701	0.02516	0.05217	0.05217	kWh	Winter
AG5C	Part-Peak Summer kWh	0.05096	0.02516	0.07612	0.07612	kWh	Summer



AG5C	Part-Peak Winter kWh	0.03643	0.02516	0.06159	0.06159	kWh	Winter
AG5C	Peak Summer kWh	0.10667	0.02516	0.13183	0.13183	kWh	Summer
AGRA	Connected Load Summer kW	1.44	0	1.44	1.44	kW	Summer
AGRA	Off-Peak Summer kWh	0.04856	0.02516	0.07372	0.07372	kWh	Summer
AGRA	Off-Peak Winter kWh	0.04423	0.02516	0.06939	0.06939	kWh	Winter
AGRA	Part-Peak Winter kWh	0.05636	0.02516	0.08152	0.08152	kWh	Winter
AGRA	Peak Summer kWh	0.26753	0.02516	0.29269	0.29269	kWh	Summer
AGRB	Max Demand Summer kW	2.13	0	2.13	2.13	kW	Summer
AGRB	Max Peak Demand Summer kW	2.39	0	2.39	2.39	kW	Summer
AGRB	Off-Peak Summer kWh	0.04801	0.02516	0.07317	0.07317	kWh	Summer
AGRB	Off-Peak Winter kWh	0.03201	0.02516	0.05717	0.05717	kWh	Winter
AGRB	Part-Peak Winter kWh	0.04197	0.02516	0.06713	0.06713	kWh	Winter



AGRB	Peak Summer kWh	0.23916	0.02516	0.26432	0.26432	kWh	Summer
AGVA	Connected Load Summer kW	1.5	0	1.5	1.5	kW	Summer
AGVA	Off-Peak Summer kWh	0.04558	0.02516	0.07074	0.07074	kWh	Summer
AGVA	Off-Peak Winter kWh	0.04281	0.02516	0.06797	0.06797	kWh	Winter
AGVA	Part-Peak Winter kWh	0.05469	0.02516	0.07985	0.07985	kWh	Winter
AGVA	Peak Summer kWh	0.23094	0.02516	0.2561	0.2561	kWh	Summer
AGVB	Max Demand Summer kW	1.95	0	1.95	1.95	kW	Summer
AGVB	Max Peak Demand Summer kW	2.51	0	2.51	2.51	kW	Summer
AGVB	Off-Peak Summer kWh	0.04602	0.02516	0.07118	0.07118	kWh	Summer
AGVB	Off-Peak Winter kWh	0.03221	0.02516	0.05737	0.05737	kWh	Winter
AGVB	Part-Peak Winter kWh	0.04222	0.02516	0.06738	0.06738	kWh	Winter
AGVB	Peak Summer kWh	0.21133	0.02516	0.23649	0.23649	kWh	Summer



E1	Flat kWh	0.07379	0.03401	0.1078	0.1078	kWh	All
E19P	Max Part-Peak Demand Summer kW	3.01	0	3.01	3.01	kW	Summer
E19P	Max Peak Demand Summer kW	12.37	0	12.37	12.37	kW	Summer
E19P	Off-Peak Summer kWh	0.03678	0.02165	0.05843	0.05843	kWh	Summer
E19P	Off-Peak Winter kWh	0.04346	0.02165	0.06511	0.06511	kWh	Winter
E19P	Part-Peak Summer kWh	0.06381	0.02165	0.08546	0.08546	kWh	Summer
E19P	Part-Peak Winter kWh	0.05813	0.02165	0.07978	0.07978	kWh	Winter
E19P	Peak Summer kWh	0.10586	0.02165	0.12751	0.12751	kWh	Summer
E19PR	Off-Peak Summer kWh	0.03678	0.02165	0.05843	0.05843	kWh	Summer
E19PR	Off-Peak Winter kWh	0.04346	0.02165	0.06511	0.06511	kWh	Winter
E19PR	Part-Peak Summer kWh	0.09828	0.02165	0.11993	0.11993	kWh	Summer
E19PR	Part-Peak Winter kWh	0.05813	0.02165	0.07978	0.07978	kWh	Winter



E19PR	Peak Summer kWh	0.25631	0.02165	0.27796	0.27796	kWh	Summer
E19S	Max Part-Peak Demand Summer kW	3.42	0	3.42	3.42	kW	Summer
E19S	Max Peak Demand Summer kW	13.86	0	13.86	13.86	kW	Summer
E19S	Off-Peak Summer kWh	0.04217	0.02165	0.06382	0.06382	kWh	Summer
E19S	Off-Peak Winter kWh	0.04947	0.02165	0.07112	0.07112	kWh	Winter
E19S	Part-Peak Summer kWh	0.07159	0.02165	0.09324	0.09324	kWh	Summer
E19S	Part-Peak Winter kWh	0.0655	0.02165	0.08715	0.08715	kWh	Winter
E19S	Peak Summer kWh	0.11601	0.02165	0.13766	0.13766	kWh	Summer
E19SR	Off-Peak Summer kWh	0.04217	0.02165	0.06382	0.06382	kWh	Summer
E19SR	Off-Peak Winter kWh	0.04947	0.02165	0.07112	0.07112	kWh	Winter
E19SR	Part-Peak Summer kWh	0.10726	0.02165	0.12891	0.12891	kWh	Summer
E19SR	Part-Peak Winter kWh	0.0655	0.02165	0.08715	0.08715	kWh	Winter



E19SR	Peak Summer kWh	0.26933	0.02165	0.29098	0.29098	kWh	Summer
E19T	Max Part-Peak Demand Summer kW	3.53	0	3.53	3.53	kW	Summer
E19T	Max Peak Demand Summer kW	14.06	0	14.06	14.06	kW	Summer
E19T	Off-Peak Summer kWh	0.03615	0.02165	0.0578	0.0578	kWh	Summer
E19T	Off-Peak Winter kWh	0.04277	0.02165	0.06442	0.06442	kWh	Winter
E19T	Part-Peak Summer kWh	0.05504	0.02165	0.07669	0.07669	kWh	Summer
E19T	Part-Peak Winter kWh	0.05728	0.02165	0.07893	0.07893	kWh	Winter
E19T	Peak Summer kWh	0.06931	0.02165	0.09096	0.09096	kWh	Summer
E19TR	Off-Peak Summer kWh	0.03615	0.02165	0.0578	0.0578	kWh	Summer
E19TR	Off-Peak Winter kWh	0.04277	0.02165	0.06442	0.06442	kWh	Winter
E19TR	Part-Peak Summer kWh	0.09889	0.02165	0.12054	0.12054	kWh	Summer
E19TR	Part-Peak Winter kWh	0.05728	0.02165	0.07893	0.07893	kWh	Winter



E19TR	Peak Summer kWh	0.25521	0.02165	0.27686	0.27686	kWh	Summer
E20P	Max Part-Peak Demand Summer kW	3.48	0	3.48	3.48	kW	Summer
E20P	Max Peak Demand Summer kW	14.72	0	14.72	14.72	kW	Summer
E20P	Off-Peak Summer kWh	0.03942	0.01944	0.05886	0.05886	kWh	Summer
E20P	Off-Peak Winter kWh	0.04614	0.01944	0.06558	0.06558	kWh	Winter
E20P	Part-Peak Summer kWh	0.06679	0.01944	0.08623	0.08623	kWh	Summer
E20P	Part-Peak Winter kWh	0.06093	0.01944	0.08037	0.08037	kWh	Winter
E20P	Peak Summer kWh	0.11129	0.01944	0.13073	0.13073	kWh	Summer
E20PR	Off-Peak Summer kWh	0.03942	0.01944	0.05886	0.05886	kWh	Summer
E20PR	Off-Peak Winter kWh	0.04614	0.01944	0.06558	0.06558	kWh	Winter
E20PR	Part-Peak Summer kWh	0.10012	0.01944	0.11956	0.11956	kWh	Summer
E20PR	Part-Peak Winter kWh	0.06093	0.01944	0.08037	0.08037	kWh	Winter



E20PR	Peak Summer kWh	0.26285	0.01944	0.28229	0.28229	kWh	Summer
E20S	Max Part-Peak Demand Summer kW	3.31	0	3.31	3.31	kW	Summer
E20S	Max Peak Demand Summer kW	13.41	0	13.41	13.41	kW	Summer
E20S	Off-Peak Summer kWh	0.03893	0.02083	0.05976	0.05976	kWh	Summer
E20S	Off-Peak Winter kWh	0.04576	0.02083	0.06659	0.06659	kWh	Winter
E20S	Part-Peak Summer kWh	0.06664	0.02083	0.08747	0.08747	kWh	Summer
E20S	Part-Peak Winter kWh	0.06078	0.02083	0.08161	0.08161	kWh	Winter
E20S	Peak Summer kWh	0.10701	0.02083	0.12784	0.12784	kWh	Summer
E20SR	Off-Peak Summer kWh	0.03893	0.02083	0.05976	0.05976	kWh	Summer
E20SR	Off-Peak Winter kWh	0.04576	0.02083	0.06659	0.06659	kWh	Winter
E20SR	Part-Peak Summer kWh	0.09984	0.02083	0.12067	0.12067	kWh	Summer
E20SR	Part-Peak Winter kWh	0.06078	0.02083	0.08161	0.08161	kWh	Winter



E20SR	Peak Summer kWh	0.24431	0.02083	0.26514	0.26514	kWh	Summer
E20T	Max Part-Peak Demand Summer kW	4.15	0	4.15	4.15	kW	Summer
E20T	Max Peak Demand Summer kW	17.42	0	17.42	17.42	kW	Summer
E20T	Off-Peak Summer kWh	0.03648	0.01786	0.05434	0.05434	kWh	Summer
E20T	Off-Peak Winter kWh	0.0427	0.01786	0.06056	0.06056	kWh	Winter
E20T	Part-Peak Summer kWh	0.05423	0.01786	0.07209	0.07209	kWh	Summer
E20T	Part-Peak Winter kWh	0.05634	0.01786	0.0742	0.0742	kWh	Winter
E20T	Peak Summer kWh	0.06764	0.01786	0.0855	0.0855	kWh	Summer
E20TR	Off-Peak Summer kWh	0.03648	0.01786	0.05434	0.05434	kWh	Summer
E20TR	Off-Peak Winter kWh	0.0427	0.01786	0.06056	0.06056	kWh	Winter
E20TR	Part-Peak Summer kWh	0.09407	0.01786	0.11193	0.11193	kWh	Summer
E20TR	Part-Peak Winter kWh	0.05634	0.01786	0.0742	0.0742	kWh	Winter



E20TR	Peak Summer kWh	0.25576	0.01786	0.27362	0.27362	kWh	Summer
E37	Max Demand Summer kW	4.87	0	4.87	4.87	kW	Summer
E37	Max Peak Demand Summer kW	6.1	0	6.1	6.1	kW	Summer
E37	Off-Peak Summer kWh	0.02831	0.02516	0.05347	0.05347	kWh	Summer
E37	Off-Peak Winter kWh	0.01921	0.02516	0.04437	0.04437	kWh	Winter
E37	Part-Peak Winter kWh	0.05031	0.02516	0.07547	0.07547	kWh	Winter
E37	Peak Summer kWh	0.13388	0.02516	0.15904	0.15904	kWh	Summer
E6	Off-Peak Summer kWh	0.04482	0.03401	0.07883	0.07883	kWh	Summer
E6	Off-Peak Winter kWh	0.05772	0.03401	0.09173	0.09173	kWh	Winter
E6	Part-Peak Summer kWh	0.09088	0.03401	0.12489	0.12489	kWh	Summer
E6	Part-Peak Winter kWh	0.07039	0.03401	0.1044	0.1044	kWh	Winter
E6	Peak Summer kWh	0.20373	0.03401	0.23774	0.23774	kWh	Summer



ETOUA	Off-Peak Summer kWh	0.08092	0.03401	0.11493	0.11493	kWh	Summer
ETOUA	Off-Peak Winter kWh	0.05486	0.03401	0.08887	0.08887	kWh	Winter
ETOUA	Peak Summer kWh	0.15649	0.03401	0.1905	0.1905	kWh	Summer
ETOUA	Peak Winter kWh	0.06915	0.03401	0.10316	0.10316	kWh	Winter
ETOUB	Off-Peak Summer kWh	0.07531	0.03401	0.10932	0.10932	kWh	Summer
ETOUB	Off-Peak Winter kWh	0.05273	0.03401	0.08674	0.08674	kWh	Winter
ETOUB	Peak Summer kWh	0.17837	0.03401	0.21238	0.21238	kWh	Summer
ETOUB	Peak Winter kWh	0.07153	0.03401	0.10554	0.10554	kWh	Winter
ETOUC3	Off-Peak Summer kWh	0.069	0.03401	0.10301	0.10301	kWh	Summer
ETOUC3	Off-Peak Winter kWh	0.05865	0.03401	0.09266	0.09266	kWh	Winter
ETOUC3	Peak Summer kWh	0.13244	0.03401	0.16645	0.16645	kWh	Summer
ETOUC3	Peak Winter kWh	0.07598	0.03401	0.10999	0.10999	kWh	Winter



ETOUP1	Off-Peak Summer kWh	0.06324	0.03401	0.09725	0.09725	kWh	Summer
ETOUP1	Off-Peak Winter kWh	0.04067	0.03401	0.07468	0.07468	kWh	Winter
ETOUP1	Peak Summer kWh	0.1663	0.03401	0.20031	0.20031	kWh	Summer
ETOUP1	Peak Winter kWh	0.05947	0.03401	0.09348	0.09348	kWh	Winter
ETOUP2	Off-Peak Summer kWh	0.04958	0.03401	0.08359	0.08359	kWh	Summer
ETOUP2	Off-Peak Winter kWh	0.03852	0.03401	0.07253	0.07253	kWh	Winter
ETOUP2	Part-Peak Summer kWh	0.12201	0.03401	0.15602	0.15602	kWh	Summer
ETOUP2	Peak Summer kWh	0.1829	0.03401	0.21691	0.21691	kWh	Summer
ETOUP2	Peak Winter kWh	0.05855	0.03401	0.09256	0.09256	kWh	Winter
ETOUP3	Off-Peak Spring kWh	0.03919	0.03401	0.0732	0.0732	kWh	Spring
ETOUP3	Off-Peak Summer kWh	0.06353	0.03401	0.09754	0.09754	kWh	Summer
ETOUP3	Off-Peak Winter kWh	0.04505	0.03401	0.07906	0.07906	kWh	Winter



ETOUP3	Peak Spring kWh	0.05152	0.03401	0.08553	0.08553	kWh	Spring
ETOUP3	Peak Summer kWh	0.16659	0.03401	0.2006	0.2006	kWh	Summer
ETOUP3	Peak Winter kWh	0.064	0.03401	0.09801	0.09801	kWh	Winter
ETOUP3	Super-Off-Peak Spring kWh	0.01275	0.03401	0.04676	0.04676	kWh	Spring
EV	Off-Peak Summer kWh	0.02575	0.03401	0.05976	0.05976	kWh	Summer
EV	Off-Peak Winter kWh	0.02788	0.03401	0.06189	0.06189	kWh	Winter
EV	Part-Peak Summer kWh	0.0849	0.03401	0.11891	0.11891	kWh	Summer
EV	Part-Peak Winter kWh	0.0236	0.03401	0.05761	0.05761	kWh	Winter
EV	Peak Summer kWh	0.21273	0.03401	0.24674	0.24674	kWh	Summer
EV	Peak Winter kWh	0.05819	0.03401	0.0922	0.0922	kWh	Winter
LS	Flat kWh	0.08103	0.0065	0.08753	0.08753	kWh	All
STOUP	Off-Peak Summer kWh	0.05691	0.01246	0.06937	0.06937	kWh	Summer



STOUP	Off-Peak Winter kWh	0.0648	0.01246	0.07726	0.07726	kWh	Winter
STOUP	Part-Peak Summer kWh	0.07964	0.01246	0.0921	0.0921	kWh	Summer
STOUP	Part-Peak Winter kWh	0.08241	0.01246	0.09487	0.09487	kWh	Winter
STOUP	Peak Summer kWh	0.09701	0.01246	0.10947	0.10947	kWh	Summer
STOUP	Reservation Charge kW	0.42	0	0.42	0.42	kW	All
STOUS	Off-Peak Summer kWh	0.05691	0.01246	0.06937	0.06937	kWh	Summer
STOUS	Off-Peak Winter kWh	0.0648	0.01246	0.07726	0.07726	kWh	Winter
STOUS	Part-Peak Summer kWh	0.07964	0.01246	0.0921	0.0921	kWh	Summer
STOUS	Part-Peak Winter kWh	0.08241	0.01246	0.09487	0.09487	kWh	Winter
STOUS	Peak Summer kWh	0.09701	0.01246	0.10947	0.10947	kWh	Summer
STOUS	Reservation Charge kW	0.42	0	0.42	0.42	kW	All
STOUT	Off-Peak Summer kWh	0.04595	0.01246	0.05841	0.05841	kWh	Summer



STOUT	Off-Peak Winter kWh	0.05265	0.01246	0.06511	0.06511	kWh	Winter
STOUT	Part-Peak Summer kWh	0.06503	0.01246	0.07749	0.07749	kWh	Summer
STOUT	Part-Peak Winter kWh	0.0673	0.01246	0.07976	0.07976	kWh	Winter
STOUT	Peak Summer kWh	0.07946	0.01246	0.09192	0.09192	kWh	Summer
STOUT	Reservation Charge kW	0.35	0	0.35	0.35	kW	All
TC1	Flat kWh	0.06976	0.02528	0.09504	0.09504	kWh	All

Renewable 100

Customers electing the Renewable 100, 100% renewable energy service, will pay the applicable rate for the Brilliant 100 service plus an additional energy charge of \$0.01 per kWh.



Rate Schedule Map

Rate Schedule	Rate Family	Rate Class
AG1A	AG1A	Agricultural
AG1B	AG1B	Agricultural
AG4A	AG4A	Agricultural
AG4B	AG4B	Agricultural
AG4C	AG4C	Agricultural
AG4D	AG4A	Agricultural
AG4E	AG4B	Agricultural
AG4F	AG4C	Agricultural
AG5A	AG5A	Agricultural
AG5B	AG5B	Agricultural
AG5C	AG5C	Agricultural
AG5D	AG5A	Agricultural
AG5E	AG5B	Agricultural
AG5F	AG5C	Agricultural
AGICE	AGICE	Agricultural
AGRA	AGRA	Agricultural
AGRB	AGRB	Agricultural
AGRD	AGRA	Agricultural
AGRE	AGRB	Agricultural
AGVA	AGVA	Agricultural
AGVB	AGVB	Agricultural
AGVD	AGVA	Agricultural
AGVE	AGVB	Agricultural
E20P	E20P	Large Commercial

E20PR	E20PR	Large Commercial
E20S	E20S	Large Commercial
E20SR	E20SR	Large Commercial
E20T	E20T	Large Commercial
E20TR	E20TR	Large Commercial
LS1	LS	Lights
LS2	LS	Lights
LS3	LS	Lights
OL1	LS	Lights
TC1	TC1	Lights
A10P	A10P	Medium Commercial
A10PL	A10P	Medium Commercial
A10PX	A10PX	Medium Commercial
A10S	A10S	Medium Commercial
A10SL	A10S	Medium Commercial
A10SX	A10SX	Medium Commercial
A10T	A10T	Medium Commercial
A10TL	A10T	Medium Commercial
A10TX	A10TX	Medium Commercial
E19P	E19P	Medium Commercial
E19PR	E19PR	Medium Commercial
E19PV	E19P	Medium Commercial
E19S	E19S	Medium Commercial
E19SR	E19SR	Medium Commercial
E19SV	E19S	Medium Commercial
E19T	E19T	Medium Commercial
E19TR	E19TR	Medium Commercial

Approved 3/21/18
 Updated 4/18/18
 Updated 6/20/18



E19TV	E19T	Medium Commercial
E37	E37	Medium Commercial
E1	E1	Residential
E1L	E1	Residential
E1M	E1	Residential
E1ML	E1	Residential
E6	E6	Residential
E6L	E6	Residential
ELTOUC3	ETOU3	Residential
EM	E1	Residential
EML	E1	Residential
EMLTOU	E6	Residential
EMTOU	E6	Residential
ES	E1	Residential
ESL	E1	Residential
ESR	E1	Residential
ESRL	E1	Residential
ET	E1	Residential
ETL	E1	Residential
ETOUA	ETOUA	Residential
ETOUAL	ETOUA	Residential

ETOUB	ETOUB	Residential
ETOUBL	ETOUB	Residential
ETOU3	ETOU3	Residential
ETOU1	ETOU1	Residential
ETOU1L	ETOU1	Residential
ETOU2	ETOU2	Residential
ETOU2L	ETOU2	Residential
ETOU3	ETOU3	Residential
ETOU3L	ETOU3	Residential
EVA	EV	Residential
EVB	EV	Residential
A1	A1	Small Commercial
A15	A15	Small Commercial
A1L	A1	Small Commercial
A1X	A1X	Small Commercial
A6	A6	Small Commercial
STOUP	STOUP	Standby
STOUS	STOUS	Standby
STOUT	STOUT	Standby



Schedule of Fees and Surcharges

Class	2018 PCIA (\$/kWh)	2018 Franchise (\$/kWh)	Sum (\$/kWh)
All Residential	0.03346	0.00055	0.03401
A1	0.02466	0.00062	0.02528
A10	0.02502	0.00066	0.02568
E19	0.02104	0.00061	0.02165
Street	0.00589	0.00061	0.0065
Standby	0.01196	0.0005	0.01246
Agricultural	0.02463	0.00053	0.02516
E20T	0.01735	0.00051	0.01786
E20P	0.01888	0.00056	0.01944
E20S	0.02025	0.00058	0.02083



Adjustments and Discounts

Adjustment	Rate	Amount
Primary Voltage Discount - Max Demand Summer	AG1B	\$ (0.83)
Primary Voltage Discount - Max Demand Summer	AG4B	\$ (0.65)
Primary Voltage Discount - Max Peak Demand Summer	AG4C	\$ (1.12)
Transmission Voltage Discount - Max Peak Demand Summer	AG4C	\$ (2.06)
Transmission Voltage Discount - Max Part-Peak Demand Summer	AG4C	\$ 0.02
Primary Voltage Discount - Max Demand Summer	AG5B	\$ (1.53)
Transmission Voltage Discount - Max Demand Summer	AG5B	\$ (2.66)
Primary Voltage Discount - Max Peak Demand Summer	AG5C	\$ (2.33)
Transmission Voltage Discount - Max Peak Demand Summer	AG5C	\$ (4.36)
Primary Voltage Discount - Max Demand Summer	AGRB	\$ (0.54)
Primary Voltage Discount - Max Demand Summer	AGVB	\$ (0.57)
Primary Voltage Discount - Max Demand Summer	E37	\$ (1.53)
Transmission Voltage Discount - Max Demand Summer	E37	\$ (2.66)
NEM Generation - Bonus Credit	New NEM	\$ 0.01
NEM Generation - Bonus Credit	Muni /Low Income NEM	\$ 0.01



Staff Report Item 13

TO: East Bay Community Energy Board of Directors

FROM: Melissa Brandt, Senior Director of Public Affairs and Deputy General Counsel

SUBJECT: **Approve Legislative Position on Senate Bill (SB) 64 Fossil-fuel generation units (Action Item)**

DATE: June 20, 2018

Recommendation

Approve EBCE taking a formal “Support” position on SB 64 (Wieckowski).

Background and Discussion

SB 64, introduced by Senator Wieckowski, focuses on reducing emissions associated with natural gas electric generating plants, and improving air quality in disadvantaged communities. The legislation would require the California Independent System Operator (CAISO) to provide fossil-fueled electrical generating facilities’ emissions data to the Air Resources Board (ARB) quarterly. By June 1, 2019, each local air district would be charged with studying all of its facilities within its jurisdiction to examine the actual emissions, and to determine as part of its permitting process whether and how to limit operation and minimize pollutants from those units on poor air quality days. Any operating limitations would be waived in instances where the CAISO determines the unit is required for reliability.

The bill would require the California Public Utilities Commission (CPUC) and State Energy Resources Conservation and Development Commission to complete a study with recommendations on how to reduce the electrical generation from, and prioritize the retirement of, natural gas-fired electrical generating units to minimize localized air pollution, with early priority for disadvantaged communities. The CPUC would then be required to incorporate the recommendations into its integrated resource plan process.

EBCE's customers include those in disadvantaged communities who bear a burden of localized air pollution from natural-gas fired electric generation. The bill has the potential to meaningfully reduce air pollutants in disadvantaged communities on poor air quality days by requiring natural gas generators to reduce their emissions in those communities on those days. It may also affect EBCE's disadvantaged communities where a more permanent solution can be realized through fossil-fuel generator retirement. A relevant example is the Dynegy Oakland Power Plant in the Jack London Square area of Oakland. This area is already the focus of the Oakland Clean Energy Initiative which seeks to enable the power plant's retirement through EBCE and PG&E's collaboration to replace transmission constraints in the area with energy storage and possibly renewable generation and energy efficiency. SB 64 could incentivize similar projects throughout the state and accelerate their development. This would support greater decarbonization in the electric sector.

SB 64 was most recently amended in the Senate on May 10, and was introduced into the Assembly where it has been referred to the policy committee. The policy committee hearing is expected to be held in late June. If approved, EBCE will send a formal letter of support for the bill to Senator Wieckowski's office, hopefully in advance of its policy hearing.

Fiscal Impact

Not known at this time. The bill primarily requires that additional data be collected and supplied to air districts who may use the data to limit operations on poor air quality days; it is unclear whether the air districts will take actions based on the data that would diverge from the status quo. If natural gas-fired generators are subject to additional requirements to shut down during poor air quality days, or if their retirement is accelerated, it could affect the supply and thus cost of energy-related products throughout the state. An increase in energy costs has the potential to increase customer rates. This risk is somewhat mitigated by the fact that the units are exempt from the limitation if needed for reliability. It is also possible that the natural gas plants can be operated differently to avoid emissions during the worst air quality days, without an increase in costs. These fossil-based plants may also be retired in certain priority areas such as disadvantaged communities already burdened by significant air pollution, by strategic use of distributed energy resources including load management, such that there is no increase in market energy costs and in some instances a decrease in energy costs may be observed. There may be positive impacts to public health in communities facing poor local air quality.



Staff Report Item 14

TO: East Bay Community Energy Board of Directors

FROM: Leah Goldberg, General Counsel

SUBJECT: Delegation of Authority to EBCE Executive Committee (Action Item)

DATE: June 20, 2018

Recommendation

Adopt a resolution delegating authority to the Executive Committee to:

- A. Authorize the Chief Executive Officer (“CEO”) to submit responses to requests for proposals;
- B. Authorize the CEO to prepare letters of support for grants submitted by other agencies and nonprofit organizations;
- C. Provide direction to staff related to supporting or opposing legislation or regulatory rulemaking; and;
- D. Review operating policies and procedures and submit a recommendation to the full Board.

Background and Discussion

Section 4.6 of the East Bay Community Energy Authority (“EBCE”) Joint Powers Agreement (“JPA”) provides for establishment of an Executive Committee consisting of a smaller number of Directors. It also provides that the Board may delegate to the Executive Committee such authority as the Board might otherwise exercise subject to certain limitations. These limitations include: (i) delegating authority relating to issuance of bonds or financing; (ii) hiring a CEO or a General Counsel; (iii) appointing or removing an officer; (iv) adopting a budget; (v) adopting an ordinance; (vi) initiating or resolving claims and litigation; (vii) setting rates or (viii) terminating the CCA program. Additionally, the Board may not delegate authority to the Executive Committee to approve rules, regulations, policies, or procedures covering the governing or operation of the Authority.

In March 2018, the Board established an Executive Committee consisting of five Board members. The Executive Committee has held three meetings. Generally, the Executive Committee meets on the fourth Friday of each month at noon. To date, the Executive Committee has reviewed various policies such as the reserve policy and provided feedback to staff. The Executive Committee has also reviewed a draft of the budget and provided direction to staff.

Analysis

Although regular Board of Directors meetings are scheduled twice a month, on average the Board has held only one meeting each month. As a result, the agendas are quite full. There is a need for the policymakers to delve deeper into various items. Additionally, it can be unwieldy with a Board as large as the EBCE Board to discuss each item in detail. Therefore, there is an efficiency to having a smaller group study and discuss some of the more complex items and either provide direction to staff or make a recommendation to the full Board. In certain cases, it would make sense for the Executive Committee to simply make a decision. For example, given the nature of Community Choice Aggregators (“CCAs”) and their nascent position in the energy market, legislative and regulatory activities and proceedings that will or may affect EBCE should be examined carefully and direction should be given to staff directly rather than waiting another few weeks for the full Board to provide direction.

The following are proposed delegation proposals:

The first proposal is to delegate authority to the Executive Committee to authorize the CEO to submit responses to other agency’s requests for proposals. As CCAs begin to form around the state, they are looking to existing CCAs for support. In fact, some CCAs are considering soliciting proposals from other CCAs to assist with staffing. This may create an opportunity for EBCE. In some circumstances, there could be efficiencies achieved by employing staff to serve two or more CCAs. Of course, any such proposals would need to be thoroughly vetted before responding. The Executive Committee may be in a better position to assist staff with vetting the proposals and authorizing submittal of a bid.

The second proposal is to delegate authority to the Executive Committee to authorize the CEO to submit letters of support from EBCE to other CCAs or nonprofit organizations that may be applying for grants. The grants world is highly competitive and often the application alone is not enough to secure a grant. Several complementary nonprofit organizations have requested letters of support from EBCE. Again, this is an area that may require some vetting. And again, the Executive Committee may be in the best position to assist with vetting these requests. Therefore, the proposal is to authorize the Executive Committee to review these proposals and authorize the CEO to submit letters of support.

The third proposal is to delegate authority to the Executive Committee to review legislation and regulatory proposals and take positions on behalf of EBCE. As noted above, the regulatory and legislative arenas are quite active in California. CCAs have been operating for slightly over 10 years. With the increased interest in aggregating electrical loads on the local level, the legislature and various regulatory agencies are actively involved in proceedings to address several issues relating to this aggregation. Since proposed legislation and regulation can significantly impact EBCE, it is imperative that EBCE remain active in this space. And it is important that the policymakers provide regular direction to EBCE staff. Since many of these proposals are complex, this is an area ripe for input from the Executive Committee. Additionally, staff and the Executive Committee will develop a proposed policy for responding to legislative and regulatory initiatives for Board approval in the fall.

The fourth proposal is to submit EBCE operating policies and procedures to the Executive Committee for review and to prepare a recommendation on the policy or procedure for the full Board’s consideration.

Fiscal Impact

No fiscal impact.

CEQA

Not a project.

Attachment

- A. Resolution Delegating Authority to the Executive Committee

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
DELEGATING AUTHORITY TO THE EXECUTIVE COMMITTEE**

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES
HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

Section 2. Section 4.6 of the EBCE Joint Powers Agreement provides for establishment of an Executive Committee consisting of a subset of the Board of Directors and further provides for delegation of authority to the Executive Committee subject to certain limitations.

Section 3. The Board of Directors hereby delegates authority to the Executive Committee to authorize the CEO to submit responses to other agencies’ requests for proposals.

Section 4. The Board of Directors further delegates authority to the Executive Committee to authorize the CEO to submit letters of support from EBCE to other CCAs or nonprofit organizations that may be applying for grants.

Section 5. The Board of Directors further delegates authority to the Executive Committee to review legislation and regulatory proposals and take positions on behalf of EBCE.

Section 6. The Board of Directors hereby directs the Executive Committee review and prepare recommendation on policies and procedures for the full Board’s consideration.

Section 7. This resolution shall take effect immediately.

ADOPTED AND APPROVED this 20th day of June, 2018.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board



Staff Report Item 15

TO: East Bay Community Energy Board of Directors
FROM: Nick Chaset, Chief Executive Officer
SUBJECT: East Bay Community Energy 2018 - 2019 Budget (Action Item)
DATE: June 20, 2018

Recommendation

Approve the proposed Fiscal Year 2018-2019 Budget, which includes projections for Revenues, Expenses, Financial Reserves, and Local Development.

Table 1 - 2018-2019 Budget Overview

Revenues	\$318,091,347
Expenses (Energy and Billing)	\$241,977,747
Debt Service	\$17,163,733
All Other Expenses	\$12,741,830
Reserve Contribution	\$42,358,707
Local Development and Programs	\$2,000,000
End of Year Surplus	\$1,849,330

-Approve a mid-year Budget Update set for January 2019

Discussion

On August 2, 2017, the East Bay Community Energy Board approved an initial budget for the purposes of the East Bay Community Energy Implementation Plan. EBCE has been operating under this initial budget since then. EBCE staff has been working to prepare a budget for fiscal 2018-2019 based on significant updates that staff have made to all major inputs including energy load forecast, EBCE rates, debt repayment, staffing, marketing and outreach, overhead, professional services, financial reserve projections, local development, and customer bill credits.

On April 29, 2018, EBCE Staff presented a draft fiscal year 2018-2019 budget to the executive committee for review and feedback. After discussion, the Executive Committee recommended the budget be brought to the full board for review. Among the items raised by the Executive Committee were a request for more examples of where surplus revenues might be spent, specific references to other CCA reserve policies, and consideration of adjustments to the Litigation Contingency. In response to the comments, staff has included Sonoma Clean Power’s current financial policy and has included an in-depth discussion of different options for the use of surplus cash. Staff has not adjusted the litigation contingency due to budget constraints.

Subsequently, EBCE Staff made a number of minor adjustments to the budget based on some updates to expected energy costs, further internal discussions about projected staffing, and updates to the reserve policies based on further review of other CCA policies.

Table 2 - Adjustment to Cost of Energy, Head Count, Budget, and Forecast Reserves

	Cost of Energy	Head Count	Budget	Forecast Reserves
4/29/18 Exec Com	\$235,938,573	28 staff	\$5,477,840	\$42,769,938
5/16/18 BoD	\$236,159,029	30 staff	\$5,558,632	\$42,358,707
Change in Forecast	\$220,456	Addition of 2 staff*	\$80,792	-\$411,231

*Added Positions: Compliance Manager (legal), Account Manager (customer)

At the May 16, 2018 Board of Directors meeting, the 2018-2019 Budget was presented and discussed. During the discussion, it was recommended that Staff plan to present a mid-year update to the budget that actual energy costs, actual opt-out rates and actual revenues. Staff recommends preparing a mid-year budget update at the January 2019 Board of Directors meeting.

The full proposed budget, with detailed discussion of each line item, is included as an attachment to this agenda item.

Attachments

- A. Resolution Approving EBCE Fiscal Year 2018-2019 Budget
- B. EBCE Fiscal Year 2018-2019 Budget

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY APPROVING THE
FY 2018-2019 BUDGET**

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Oakland, Emeryville, Berkeley, San Leandro, Union City, Hayward, Fremont, Castro Valley, Dublin, Livermore and Albany to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

Section 2. The EBCE Joint Powers Agreement requires an annual budget for the Authority.

Section 3. The EBCE fiscal year runs from July 1 through June 30 and the Board of Directors finds that it is in the best interest of the Authority to approve the annual budget to be consistent with term of the fiscal year.

Section 4. The EBCE Board hereby approves the Fiscal Year 2018-2019 annual budget attached to this Resolution as Attachment 1 to be effective on July 1, 2018.

Section 5. The EBCE Board hereby directs staff to provide periodic updates on the budget to the Board, but no less frequently than semi-annually. The first budget update shall be on or before December 31, 2018.

ADOPTED AND APPROVED this 20th day of June, 2018.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board



2018-2019 East Bay Community Energy Budget

PRESENTED BY: Nick Chaset
DATE: 6/20/18

Benchmarking EBCE Expenses to other CCAs

Non-Energy Expense Category	EBCE Expenses Relative to 4 CCAs
Data Management/Call Center	-9%
Personnel	-33%
Marketing/Customer Service	1%
General & Administrative	19%
Professional Services	19%
Programs	-38%

To put EBCE's non-energy expenses into context, EBCE's proposed 2018-2019 budget is compared to the existing budgets of three Bay Area CCAs – MCE, SCP, and MBCP.

The main take-aways from this comparison are :

A) EBCE has lower expenses for data management/call center services, significantly lower salary expenses for a CCA of its size (temporarily off-set by higher professional services costs), and lower program expense due to fact that EBCE is program expenditures won't start ramping up until the second half of the fiscal year.

B) EBCE has higher expenses in general services and admin mainly due to rent and potential office build out, Cal-CCA and other dues and data/software costs. Also, higher professional services budget to augment the lower salary expense since EBCE will rely on outside help as it builds its own internal capacity.

Overview of Revenues: Electricity Sales

REVENUES AND OTHER SOURCES

Electricity Sales	\$318,091,347
Interest Income	
Total Revenues	\$318,091,347

Electricity Sales Assumptions and Statistics

- Opt-Out Rate: 10% (EBCE expects opt-outs to be considerably lower but we are taking a conservative approach)
- Uncollectibles: 0.08% (used Sonoma's 2018-2019 forecast as a comparable)
- 89% Bright Choice
- 10% Brilliant 100 Opt Up
- 1% 100% Renewable Opt Up
- Total Customers Served: 547,534

Note re: Electricity Sales: due to EBCE's phase in schedule (June for Commercial, Industrial and Municipal and November for Residential), EBCE is not recognizing a full year of revenue this fiscal year.

Note: Rates/Revenues -- Costs and Price Volatility

	EBCE Rates (estimated 2/18)	EBCE Rates (actual 3/18)	Increase in Revenue
Res	\$0.06821	\$0.07272	6%
Small L&P	\$0.06538	\$0.06859	5%
Medium L&P	\$0.08216	\$0.08626	6%
E-19	\$0.07728	\$0.08124	5%
Streetlights	\$0.07726	\$0.08033	4%
Ag	\$0.06132	\$0.06523	6%
E-20	\$0.07247	\$0.07609	5%
Expected Revenue Increase (after PG&E Rate Change)		\$15,000,000	
Comparative Timeframe	Estimated Increase in Procurement Costs		
2016/2017 Actual Costs	Volatility between Jan 2018 price forecast (which was based partially on actual reported costs from 2016 and 2017) and actual observed costs in March/April 2018 increased forecast procurement costs by \$20,000,000		
Mar/Apr 2018 Observed Costs			

After EBCE set its rate discount of 1.5% in February, PG&E issued an unexpected modification to its rates which resulted in a 5% increase in EBCE's expected revenues. CCA reactions to this change have varied.

On the one hand, certain operating CCAs like Silicon Valley Clean Energy chose to increase their rate discount. Other CCAs, including another CCA start-up, Monterey Bay Clean Power, made no change to their rate discount. At EBCE's March 17 Board meeting, the Board approved a "no change" approach as well.

For EBCE, the primary reason staff recommended no change was concern over energy price volatility as demonstrated in this table. It illustrates how price volatility in energy costs that EBCE has observed has the potential to wipe out any net revenue benefit occurring as a result of PG&E's rate change.

East Bay Community Energy: 2018-2019 Budget

REVENUES AND OTHER SOURCES

Electricity Sales	\$318,091,347
Interest Income	
Total Revenues	\$318,091,347

EXPENDITURES

Energy Product	
Cost of Energy and Scheduling	\$236,159,029
Data Management/Billing/Customer Service	\$4,855,406
Service Fees to PG&E	\$963,313
Energy Product Subtotal	\$241,977,747
Debt Service	
Alameda County	\$5,500,000
Barclays	\$11,663,733
Debt Total	\$17,163,733
Personnel	\$5,558,632
Marketing, Outreach, Communications and Customer Service	\$1,959,000
General and Administration	\$1,715,698
Other Professional Services	
Legal	\$976,000
Accounting	\$202,500
Technical	\$1,970,000
Legislative	\$180,000
Other Consultants	\$180,000
Other Professional Services Subtotal	\$3,508,500
Total Expenditures	\$271,883,311

REVENUES LESS EXPENDITURES \$46,208,037

Reserve Contribution	
Financial Reserve Contribution	\$35,145,981
Rate Stabilization Reserve Contribution	\$2,704,772
Collateral Reserve	\$4,507,954
Total Reserves	\$42,358,707

Local Development and Programs	
Placeholder	\$2,000,000

EOY Surplus	\$1,849,330
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EBCE staff is pleased to present this draft 2018-2019 Budget.

Items covered through this presentation:

1) Overview of Revenues: Electricity Sales/Rate Assumptions

2) Overview of Expenditures

Cost of Energy

Debt Service

Reserve Contribution and Reserve Policy

Personnel

Marketing Services

General and Administration

Other Professional Services

3) Options for Residual Revenues

Customer Rate Credit

Local Development/Programs

Additional Debt Payments

Overview of Expenditures: Cost of Energy and Related Services

Energy Product	
Cost of Energy and Scheduling	\$236,159,029
Data Management/Billing/Customer Service	\$4,855,406
Service Fees to PG&E	\$963,313
Energy Product Subtotal	\$241,977,747

Energy Costs are made up of four primary energy products

-Block or Shaped Energy, Renewable Energy, Carbon Free Energy, Resource Adequacy

Scheduling, Data Management and Service Fees

-Scheduling costs are fees paid to NCPA to manage EBCE's energy purchases and market activity

-Data Management, Billing and Customer Service/Call Center are the fees paid to SMUD at \$1.05/customer meter/month

-PG&E Service Fees are the monthly costs paid to PG&E to use their billing and metering systems

Note re: Electricity Costs: EBCE's specific costs of energy are derived from a mix of EBCE's actual contracted costs of the four energy products and forecast costs for these four energy products. EBCE is currently in the process of soliciting and procuring for both its 2018 and 2019 power needs.

Overview of Expenditures: Debt Service

Debt Service	
Alameda County	\$5,500,000
Barclays	\$11,663,733
Debt Total	\$17,163,733

EBCE has two sources of outstanding debt: 1) Alameda County which advanced funds for start up activities, 2) Barclays Bank which is lending EBCE funds primarily for energy purchases.

Alameda County's loan to EBCE consists of \$3,000,000 in direct funding and up to \$2,500,000 in indirect costs associated with staff support of EBCE over three-plus years. EBCE is planning to fully pay-off its loan to Alameda County sometime between Q2 and Q3 of the fiscal year.

The Barclay's loan is for a maximum of \$50,000,000. EBCE is assuming it will draw between \$17,000,000 and \$40,000,000 in 2018, primarily to support collateral requirements for energy contracts. EBCE is paying down its loan to Barclays over a 30 month amortization period starting in September 2018 with full maturity in January 2021.

Overview of Expenditures: Personnel

Personnel

\$5,558,632

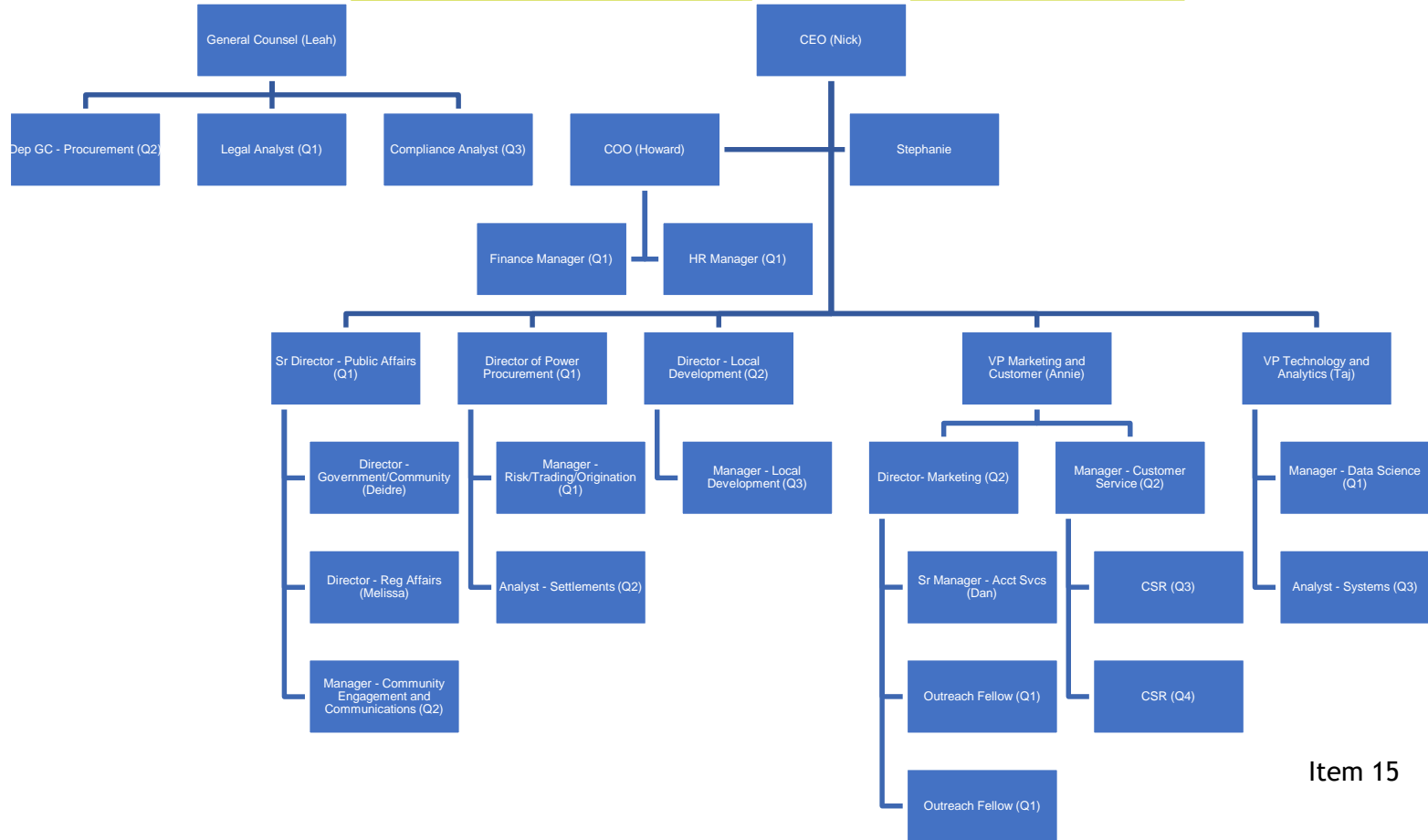
Staffing Plan			
Number of staff			Salary Classification
Exec	Chief Executive Officer	Nick	CEO
Exec	Chief Operating Officer	Howard	COO
Exec	Finance Manager	Q3 2018	Manager
Exec	Office/HR Analyst	Q1 2019	Analyst
Exec	Executive Assistant/Council Clerk	Steph	Executive Assistant/Clerk of the Board
Customer	VP of Marketing and Account Services	Annie	VP
Customer	Director Marketing	Q3 2018	Director
Customer	Sr. Manager Account Services	Dan	Sr Manager
Customer	Marketing Communications Manager/Analyst	Q3 2018	Manager
Customer	Outreach Fellow	Q3 2018	Outreach Fellow
Customer	Outreach Fellow	Q3 2018	Outreach Fellow
Customer	Customer Service Manager	Q3 2018	Manager
Customer	Customer Service Rep	Q2 2019	Rep
Customer	Customer Service Rep	Q4 2018	Rep
Customer	Director/VP of Local Development & Programs	Q4 2018	Director/Deputy
Customer	Local Program Manager	Q1 2019	Manager
Power	Director of Power Procurement	Q2 2018	VP
Power	Risk and Trading Manager	Q3 2018	Director/Deputy
Power	Settlements Manager/Analyst	Q4 2018	Manager
Analysis	Data Analytics Manager/Analyst	Q4 2018	Manager
Analysis	Systems Analyst	Q 2 2019	Analyst
Analysis	VP of Technology & Analytics	Taj	VP
Legal	General Counsel	Leah	GC
Legal	Legal Analyst	Q4 2018	Analyst
Legal	Deputy General Counsel - procurement	Q4 2018	Director/Deputy
Legal	Compliance Analyst	Q1 2019	Analyst
Reg/Leg/Community	Sr. Director of Reg Affairs	Q3 2018	Sr.Director
Reg/Leg/Community	Director of Community and Government Affairs	Deidre	Director/Deputy
Reg/Leg/Community	Community Engagement and Communications Manager	Q3 2018	Manager
Reg/Leg/Community	Director – Reg Affairs	Melissa	Manager

EBCE proposes to add 21 staff positions over the course of the fiscal year. These new staff will fill a diverse range of roles, from 3 customer service roles focused on the call center transition to 2 technology and data analytics roles focused on building EBCE's technology and analytics platform to support advanced local energy programs.

The following slide presents an overview of proposed salary ranges, which are benchmarked to five other CCAs.

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Overview of Expenditures: Org Chart



Overview of Expenditures: Personnel (cont.)

Job Classification	EBCE Salary Range	
	Low	High
CEO		
COO		
GC		
VP	\$169,625	\$300,000
Sr Director	\$151,500	\$229,000
Director/Deputy	\$138,083	\$229,000
Sr Manager	\$121,000	\$204,000
Manager	\$102,417	\$204,000
Analyst	\$93,083	\$124,583
Executive Assistant/Clerk of the Board	\$82,500	\$150,000
Rep	\$65,250	\$102,000
Outreach Fellow	\$50,000	\$50,000

Job Classification	Survey - includes data from MCE, MBCP, PCE, SCP and SVCP		
	low	median	high
CEO			
COO			
GC			
VP			
Sr Director	\$135,000	\$204,250	\$300,000
Director/Deputy	\$113,000	\$190,000	\$229,000
Sr Manager	\$113,000	\$163,167	\$229,000
Manager	\$98,000	\$144,000	\$204,000
Analyst	\$80,000	\$124,833	\$204,000
Executive Assistant/Clerk of the Board	\$87,000	\$99,167	\$150,000
Rep	\$60,000	\$105,000	\$150,000
Outreach Fellow	\$53,000	\$77,500	\$102,000
	\$50,000	\$50,000	\$50,000

Current Wage Scale for PG&E Service Representative		
	2017	2019
PG&E Service Rep	\$62,400	\$66,560
PG&E Senior Service Rep	\$87,360	\$93,600

	Headcount by Quarter	Incremental Hires per Quarter	Salary Expense by quarter
Q1 18-19	18	9	\$928,433
Q2 18-19	25	6	\$1,240,517
Q3 18-19	28	3	\$1,655,301
Q4 18-19	30	2	\$1,734,381
TOTALS	30	20	\$5,558,632

source: <http://ibew1245.com/wp-content/uploads/2017/04/Clerical-Exhibit-F-2017-2019-Second-Edition-April-2017.pdf>

Overview of Expenditures: Marketing, Outreach, Customer Service

Marketing, Outreach, Communications and Customer Service	
	\$1,959,000

Marketing and Customer Service

Cost	
Launch Related Marketing	\$1,379,000
On-Going Marketing	\$160,000
On-Going Noticing	\$260,000
Business and Industry Development	\$160,000
Total Marketing and Customer Service	\$1,959,000

Examples of Marketing and Customer Service Activities

Launch Related Marketing: enrollment mailers, print and digital advertising

On-Going Marketing: 100% renewable adoption campaign, energy program outreach, on-going community events

On-Going Noticing: NEM notices, annual CCA power content notice

Business and Industry Development: sponsorships of chambers of commerce, customer appreciation events, community grants

Overview of Expenditures:

G&A

General and Administration	
	\$1,685,042

G&A

Office Space		
Current Office		Assumes WeWork through August and after that an assessment of options which may include staying at WeWork
New Office Build/Contingency	\$562,000	If EBCE moves, this is a contingency for the cost of building out new office costs
Space Rental (total)		this is the cost for renting space for events like board meetings and community meetings
Liability Insurance		
	\$23,000	this covers the cost of EBCE general liability insurance and other insurance as needed
Misc Office Equipment and Supplies		
	\$69,000	this covers the varied office supplies that are needed throughout the year, including durable equipment like printers and scanners
Computers, Phones, Internet, software and other		
Computers		staff computers
Phones, Internet, phone plan, misc		staff devices and phone/internet plans
Software (Office, Google Cloud, Confluence, misc) + Server/Firewall	\$419,475	enterprise software
Specialty Analytic Tools (rate analytics)		specialized software to perform complex energy data analysis including cost of service
Travel/Offsite Meetings		
	\$141,567	staff travel, offsite meetings, meals, and other misc G&A
Dues and subscriptions		
WSPP		membership in power procurement group
Tax Assessor and Demo Subscription		data for analysis activities
Weather and Other Data for Forecasting	\$470,000	data for analysis activities
PG&E Data Requests		data from PGE for analysis and customer service
CalCCA Dues		Dues to CalCCA including legal, public relations, regulatory and legislative activities
Energy Market Intelligence		energy market data to support internal procurement efforts

Overview of Expenditures: Other Professional Services

Other Professional Services		
Legal		\$976,000
Accounting		\$202,500
Technical		\$1,970,000
Legislative		\$180,000
Other Consultants		\$180,000
Other Professional Services Subtotal		\$3,508,500

Professional Services		
Legal		
Regulatory	\$240,000	support on-going engagement at CPUC, CEC, Air Resources Board and CAISO
Energy Procurement	\$432,000	support negotiation and contracting of short, medium and long term energy transactions
Finance	\$84,000	support financing activities that may arise related to credit needs and long term renewables
General	\$100,000	support general legal needs
Legal - Litigation Contingency	\$120,000	contingency for potential costs of litigation
Accounting		
Accounting	180000	accounting services
Audit	22500	EBCE annual financial audit
Technical		
Energy Analysis (short and long term market analysis, integrated resource planning, procurement)	\$1,170,000	support for energy market analysis for both short and long term energy transactions. Support and analysis of long-term renewable energy solicitations. On-going assessment of energy risk management policies and EBCE energy positions
General Technical Consulting (i.e. financial)	\$800,000	support for general organizational needs including, finance, credit, public relations, local program design and community engagement
Legislative		
Sacramento Advocacy	\$180,000	support EBCE engagement at CA Legislature
HR/Admin		
HR/Admin	\$144,000	support for human resources and administration of EBCE
IT	\$36,000	information technology support

Overview of Expenditures: Reserve Contributions and Proposed Reserve Policy

Reserve Contribution	
Financial Reserve Contribution	\$35,145,981
Rate Stabilization Reserve Contribution	\$2,704,772
Collateral Reserve	\$4,507,954
Total Reserves	\$42,358,707

For the 2018-2019 Fiscal Year, EBCE is proposing to three types of reserve contributions. The reasoning is that staff believes that EBCE must move swiftly to build necessary reserves to position it for a credit rating within the first 3-5 years of operations. Staff has been in consultation with Barclay’s Bank about necessary reserve levels to achieve an A or better rating from a credit rating agency. Barclay’s review of Moody’s “US Municipal Joint Action Agencies” rating methodology found the following:

Baa	A	AA
30-90 day operating reserve	90-150 day operating reserve	150—250 day operating reserve

Based on this feedback, Staff plans to recommend that EBCE adopt a target reserve policy that establishes an operating reserve of 50% (182 days) of operating expense within three-five fiscal years - which would put EBCE on track to seek a rating during its fourth or fifth year of operations. In addition to the financial reserve, Staff is recommending an additional rate stabilization and a collateral reserve. Both Sonoma Clean Power and MCE have recently updated their reserve policies to target the 50% of operating reserve benchmark.

For the purpose of this proposed budget, staff will recommend implementing this policy by allocating 10% of annual revenue to the Financial Reserve, 1.5% of revenue to the Rate Stabilization Reserve, and 2.5% to the Collateral Reserve. (A 10% of revenue target would position EBCE to meet its 50% goal by the fourth fiscal year).

Overview of Expenditures: Local Development and Programs

Local Development and Programs

Placeholder

\$2,000,000

As EBCE works to finalize the Local Development Business Plan, Staff will have a clearer idea of where it will be focusing resources in fiscal year 2018-2019. The \$2,000,000 expenditure outlined here was developed in consultation with the Local Development Business Plan team and covers a range of initiatives, including local renewable energy development, customer programs like energy efficiency and demand response, support for workforce development and investment in innovative community programs.

After this first year of operations, Staff would like to introduce a Local Development reserve that is included in each year's budget and targets setting aside a portion of revenue to fund Local Development activities in the following year. Staff has not included a Local Development reserve this year given that the LDBP is still in process. Instead, Staff recommends focusing on prioritizing the use of surplus funds to fund Local Development in the next fiscal year.

Year-End Surplus

EOY Surplus

\$1,849,330

EBCE expects to end the year with a revenue surplus after making contributions to its reserves, paying off debts to Alameda County, making its scheduled Barclay's debt service payments and investing in Local Development.

The Board need not set policies or provide guidance on how to use surplus at this time. Staff would like to take the time to discuss a number of options that should be brought back during the next budgeting cycle.

- Low Income Bill Credit:** \$1.5m could pay for an annual credit of \$15 for all CARE customers
- Local Development Reserve:** \$1m in a Local Development reserve could support building a MW of local solar.
- Debt Repayment:** \$1m early repayment of debt could decrease interest expense by over \$100k
- Increased Renewable Energy Procurement:** \$1m investment in incremental renewable procurement would be the equivalent of over 5,000 homes being powered by 100% renewable energy for a year
- Customer Dividend:** \$2m in customer dividends could almost double the average residential discount



Staff Report Item 16

TO: East Bay Community Energy Board of Directors

FROM: Howard Chang, Chief Operating Officer

SUBJECT: East Bay Community Energy Financial Reserves Policy (Action Item)

DATE: June 20, 2018

Recommendation

Approve a Financial Reserves Policy for EBCE providing for four separate funds including:

- A. Operating/Credit Reserve for the purpose of supporting agency credit;
- B. Rate Discount Reserve to help ensure that EBCE can maintain rate parity with PG&E;
- C. Collateral Reserve to allow the posting of collateral for energy and related purchases; and
- D. Local Development Reserve that allows multi-year local program funding commitments.

Discussion

EBCE's reserve policy consists of four separate funds that EBCE intends to fund at the end of each fiscal year out of surplus revenues. The maximum reserve contributions outlined herein shall not be treated as absolute maximum's and additional funds can be added at the discretion of the Board of Directors.

1) **General Operating/Credit Reserve:**

- a) Create a long-term general operating/credit reserve with a target balance of six months of operating expenses kept in unrestricted cash and short-term investments (where capital is liquid within 30 days).
- b) Provided rates can be kept competitive with PG&E, EBCE will contribute an annual contribution to the general operating/credit reserve of 10% of annual revenues. Rates will be deemed competitive if EBCE's average retail generation rate, inclusive of all fees, is equal to PG&E's average retail generation rate.

- c) If rates cannot be kept competitive per definition 1b), then EBCE will reduce its contribution to the general operating/credit reserve so that EBCE's average retail rate is equal to PG&E's average retail rate. Under no circumstance, however, will the amount planned to provide for the operating/credit reserves be less than 5% of total annual forecasted revenue.
- d) Once EBCE has met its General Operating/Credit Reserve goal of six months of operating expenses, EBCE will revisit this policy to assess how to re-allocate revenues. As part of this assessment, EBCE will prioritize increasing renewable energy procurement, local development and rate discounts.
- e) Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.

2) Rate Credit Reserve

- a) Create a rate stabilization reserve with a target balance of 1.5% of annual operating revenues kept in short-term investments (where capital is liquid within 90 days).
- b) Provided rates can be kept competitive with PG&E, EBCE will make an annual contribution to the rate stabilization reserve of 1.5% of annual revenues. Rates shall be deemed competitive if EBCE's average retail generation rate, inclusive of all fees, is equal to PG&E's average retail generation rate.
- c) Each year, EBCE will evaluate its retail rates relative to those of PG&E to determine if a distribution from the rate stabilization reserve is necessary to ensure EBCE retail rates remain competitive with those of PG&E. If EBCE finds that its retail rates are forecast to surpass those of PG&E, EBCE will utilize the Rate Stabilization Reserve to equalize its rates as much as possible with PG&E's.
- d) If rates cannot be kept competitive per definition 1b), then EBCE will reduce its contribution to the rate stabilization reserve so that EBCE's average retail rate is equal to PG&E's average retail rate.
- e) EBCE will not make incremental contributions to the rate stabilization fund once the 1.5% target balance is met.
- f) Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.

3) Collateral Reserve

- a) Create a collateral reserve with a target of 10% of annual energy-related expenses set-aside in cash and short-term investments for use as collateral in energy purchases.

- b) Provided rates can be kept competitive with PG&E, EBCE will make an annual contribution to the collateral reserve of 2% of annual revenue. Rates will be deemed competitive based on the definition in 1b).
- c) If rates cannot be kept competitive per definition 1b), then EBCE’s contribution to the collateral reserve will be reduced so that EBCE’s average retail rate is equal to PG&E’s average retail rate. Under no circumstance, however, will the amount planned to provide for the Collateral reserves be less than 0.5% of total annual forecasted revenue.
- d) Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.
- e) Contributions to the Collateral Reserve may cease when EBCE has secured a credit rating.

4) Local Development Reserve

- a) Create a Local Development Reserve with a target of 10% of annual revenues set-aside in cash and short-term investments for use as collateral in local energy purchases and support local development programs where EBCE can leverage the financial reserves to stimulate more local resources.
- b) Provided rates can be kept competitive with PG&E, EBCE will make an annual contribution to the Local Development reserves of 2.5% of annual revenues. Rates shall be deemed competitive based on the definition in 1b).
- c) If rates cannot be kept competitive per definition 1b), then EBCE’s contribution to the Local Development Reserve will be reduced so that EBCE’s average retail rate is equal to PG&E’s average retail rate. Under no circumstance, however, will the amount planned to provide for the Local Development reserves be less than 1% of total annual forecasted revenue.
- d) Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.

Table 1 - Overview of Reserve Policies

	Target	Max Annual Contribution	Min Annual Contribution
Operating/Credit Reserve	6 months of Operating Expense	10% of revenues	5% of revenues
Rate Stabilization	1.5% of Revenues	1.5% of revenues	0.5% of revenues

Collateral	10% of Energy Expense	2% of revenues	0.5% of revenues
Local Development	10% of Revenues	2.5% of revenues	1% of revenues
Total		16% of revenues	6.5% of revenues

5) Reserve Fund Contribution Waterfall

At the end of each fiscal year, contributions to the reserve funds shall be subject to a ‘waterfall’ where surplus revenues shall be allocated to reserves funds as follows:

Surplus revenues shall be allocated to up to the minimum reserve contribution in order of the General Operating/Credit Reserve, the Rate Credit Reserve, the Collateral Reserve and the Local Development Reserve. After this first round of contributions has been made, residual surplus revenues shall be allocated up to the maximum reserve contribution in the same order as above.

6) Additional Contributions to Reserve Funds

The funding of these reserve funds shall be subject to the minimum thresholds outlined in descriptions of each of the reserve funds, but contributions above these levels can be made at the discretion of the Board of Directors.

Conclusion

EBCE should have an Operating Credit Reserve for the purpose of supporting agency credit, a Rate Stabilization Reserve to help ensure that EBCE can maintain rate parity with PG&E, a Collateral Reserve to allow the posting of collateral for energy and related purchases, and a Local Development Reserve that allows multi-year local program funding commitments.

Attachments

- A. Resolution Approving Reserve Policy
- B. Reserve Policy

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY ADOPTING
A FINANCIAL RESERVE POLICY**

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

Section 2. On January 17, 2018, at a regularly scheduled meeting, the Board of Directors adopted a Risk Management Policy. This policy stated that certain risks could be managed by maintaining sufficient financial reserves.

Section 3. The Board of Directors hereby finds and declares that it is in EBCE’s best interest to allocate sufficient funds to maintain an operating/credit reserve with a target balance of six months of operating expenses to be kept in unrestricted cash and short-term investments. Funds shall be collected and maintained consistent with the attached EBCE Financial Reserve Policy.

Section 4. The Board of Directors hereby finds and declares that it is in EBCE’s best interest to allocate sufficient funds to maintain a rate stabilization reserve with a target balance of 1.5% in annual operating revenues kept in short-term investments. Funds for the rate stabilization reserve shall be collected and maintained consistent with the attached EBCE Financial Reserve Policy.

Section 5. The Board of Directors hereby finds and declares that it is in EBCE’s best interest to allocate sufficient funds to maintain a collateral reserve with the target of 10% of annual energy-related expenses set aside in cash and short-term investments for use as collateral in energy purchases. This collateral reserve shall be collected and maintained consistent with the attached EBCE Financial Reserve Policy.

Section 6. The Board of Directors hereby finds and declares it is in EBCE’s best interest to allocate sufficient funds to maintain a local developments reserve with the target of 10% of annual revenues set aside in cash and short-term investments for use as collateral in local energy purchases and support local development programs wherein EBCE can leverage the financial reserve funds to stimulate more local resources. This local development reserve shall be collected and maintained consistent with the attached East Bay community Financial Reserve Policy.

Section 7. Surplus revenues shall be allocated up to the minimum reserve contribution in each of the reserve categories in the following order: general operating/credit reserve, the rate stabilization reserve, the collateral reserve and the local developments reserve. After the first round of minimum contributions has been made, residual surplus revenues shall be allocated up to the maximum reserve contribution in the same order.

Section 8. The funding of these reserve funds shall be subject to the minimum thresholds outlined in descriptions of each of the reserve funds, but contributions above these levels can be made at the discretion of the Board of Directors.

Section 9. The Board of Directors hereby adopts policy number P-2018-5 attached hereto as Exhibit A.

Section 10. This resolution shall take effect immediately.

ADOPTED AND APPROVED this 20TH day of June, 2018.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board

EAST BAY COMMUNITY ENERGY
FINANCIAL RESERVES POLICY

EBCE's reserve policy consists of four separate funds that EBCE intends to fund at the end of each fiscal year out of surplus revenues. The maximum reserve contributions outlined herein shall not be treated as absolute maximum's and additional funds can be added at the discretion of the Board of Directors.

1. General Operating/Credit Reserve:

- a. Create a long-term general operating/credit reserve with a target balance of six months of operating expenses kept in unrestricted cash and short-term investments (where capital is liquid within 30 days).
- b. Provided rates can be kept competitive with PG&E, EBCE will contribute an annual contribution to the general operating/credit reserve of 10% of annual revenues. Rates will be deemed competitive if EBCE's average retail generation rate, inclusive of all fees, is equal to PG&E's average retail generation rate.
- c. If rates cannot be kept competitive per definition 1b), then EBCE will reduce its contribution to the general operating/credit reserve so that EBCE's average retail rate is equal to PG&E's average retail rate. Under no circumstance, however, will the amount planned to provide for the operating/credit reserves be less than 5% of total annual forecasted revenue.
- d. Once EBCE has met its General Operating/Credit Reserve goal of six months of operating expenses, EBCE will revisit this policy to assess how to re-allocate revenues. As part of this assessment, EBCE will prioritize increasing renewable energy procurement, local development and rate discounts.
- e. Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.

2. Rate Credit Reserve

- a. Create a rate stabilization reserve with a target balance of 1.5% of annual operating revenues kept in short-term investments (where capital is liquid within 90 days).
- b. Provided rates can be kept competitive with PG&E, EBCE will make an annual contribution to the rate stabilization reserve of 1.5% of annual revenues. Rates shall be deemed competitive if EBCE's average retail generation rate, inclusive of all fees, is equal to PG&E's average retail generation rate.
- c. Each year, EBCE will evaluate its retail rates relative to those of PG&E to determine if a distribution from the rate stabilization reserve is necessary to ensure EBCE retail rates remain competitive with those of PG&E. If EBCE finds that its retail rates are forecast to surpass those of PG&E, EBCE will utilize the Rate Stabilization Reserve to equalize its rates as much as possible with PG&E's.
- d. If rates cannot be kept competitive per definition 1b), then EBCE will reduce its contribution to the rate stabilization reserve so that EBCE's average retail rate is equal to PG&E's average retail rate.
- e. EBCE will not make incremental contributions to the rate stabilization fund once the 1.5% target balance is met.

- f. Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.
- 3. Collateral Reserve**
- a. Create a collateral reserve with a target of 10% of annual energy-related expenses set-aside in cash and short-term investments for use as collateral in energy purchases.
 - b. Provided rates can be kept competitive with PG&E, EBCE will make an annual contribution to the collateral reserve of 2% of annual revenue. Rates will be deemed competitive based on the definition in 1b).
 - c. If rates cannot be kept competitive per definition 1b), then EBCE's contribution to the collateral reserve will be reduced so that EBCE's average retail rate is equal to PG&E's average retail rate. Under no circumstance, however, will the amount planned to provide for the collateral reserves be less than 0.5% of total annual forecasted revenue.
 - d. Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.
 - e. Collateral Reserve may be eliminated once EBCE has secured a credit rating.
- 4. Local Development Reserve**
- a. Create a Local Development Reserve with a target of 10% of annual revenues set-aside in cash and short-term investments for use as collateral in local energy purchases and support local development programs where EBCE can leverage the financial reserves to stimulate more local resources.
 - b. Provided rates can be kept competitive with PG&E, EBCE will make an annual contribution to the Local Development Reserve of 2.5% of annual revenues. Rates shall be deemed competitive based on the definition in 1b).
 - c. If rates cannot be kept competitive per definition 1b), then EBCE's contribution to the Local Development Reserve will be reduced so that EBCE's average retail rate is equal to PG&E's average retail rate. Under no circumstance, however, will the amount planned to provide for the Local Development Reserve be less than 1% of total annual forecasted revenue.
 - d. Eligible investments are those allowed by the State of California, including CDs, money market accounts, approved county investment funds, and collateralized bank deposits. In no event will EBCE intentionally invest in speculative or risky investments. EBCE will invest all funds in compliance with the EBCE Risk Management Policy.

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Collateral	10% of Energy Expense	2% of revenues	0.5% of revenues
Local Development	10% of Revenues	2.5% of revenues	1% of revenues
Total		16% of revenues	6.5% of revenues

5. Reserve Fund Contribution Waterfall

At the end of each fiscal year, contributions to the reserve funds shall be subject to a 'waterfall' where surplus revenues shall be allocated to reserves funds as follows: Surplus revenues shall be allocated to up to the minimum reserve contribution in order of the General Operating/Credit Reserve, the Rate Credit Reserve, the Collateral Reserve and the Local Development Reserve. After this first round of contributions has been made, residual surplus revenues shall be allocated up to the maximum reserve contribution in the same order as above.

6. Additional Contributions to Reserve Funds

The funding of these reserve funds shall be subject to the minimum thresholds outlined in descriptions of each of the reserve funds, but contributions above these levels can be made at the discretion of the Board of Directors.



Staff Report Item 17

TO: East Bay Community Energy Board of Directors

FROM: Annie Henderson, VP Marketing and Account Services

SUBJECT: JPA Member Election to Default Phase 2 Customers onto *Brilliant 100* or *Renewable 100* (Action Item)

DATE: June 20, 2018

Recommendation

Adopt a resolution directing staff to make the necessary arrangements to adjust the default service for the Phase 2 enrollment to be *Brilliant 100* or *Renewable 100* for certain residential customers in Piedmont, Albany and Hayward.

City	Date	Default Product	Customers
Albany	5/21	Brilliant 100	All residential
Hayward	5/22	Brilliant 100	All residential, exemption for customers in CARE, FERA or Medical Baseline programs
Piedmont	5/21	Renewable 100	All residential
Piedmont	6/4	Brilliant 100	Customers in CARE, FERA or Medical Baseline programs

Approve amendment to the Terms and Conditions of Service, and to authorize the CEO or his/her designee to make minor adjustments to the Terms and Conditions of Service as necessary.

Background

On February 7, 2018, the EBCE Board of Directors approved two product services for customers within EBCE territory: a default service called *Bright Choice* that will be 85% carbon-free and offered at a 1.5% discount to the PG&E generation rate, and a second service called *Brilliant 100* that will be 100% carbon-free and offered at the same cost as the PG&E generation rate.

On March 21, 2018, the Board adopted the rates sheets establishing the rates for the *Bright Choice* and *Brilliant 100* products.

On April 18, 2018, the Board approved a third product service for customers within EBCE territory that will be 100% renewable energy and offered concurrently with Phase 2 customer launch.

On May 16, 2018, the Board reaffirmed the rates for *Bright Choice* and *Brilliant 100* as adopted on March 21, 2018 and set the rates for the 100% renewable product at \$0.01 per kilowatt-hour above the PG&E base rate, which is the equivalent of a \$0.01 per kilowatt above EBCE's *Brilliant 100* rate

Many member jurisdictions have Climate Action Plans ("CAP") with specific greenhouse gas ("GHG") emission reduction goals to be achieved by specific dates. Customers receiving *Brilliant 100* or *Renewable 100* (the 100% renewable energy product) service achieve additional GHG emissions savings that contribute to cities meeting their CAP goals. The following city councils have passed resolutions requesting the EBCE Board of Directors to enroll residential customers within their jurisdictions in *Brilliant 100* or *Renewable 100* service as the default options, which will increase GHG savings at no or little additional cost to customers.

City	Date	Default Product	Customers
Albany	5/21	Brilliant 100	All residential
Hayward	5/22	Brilliant 100	All residential, exemption for customers in CARE, FERA or Medical Baseline programs
Piedmont	5/21	Renewable 100	All residential
	6/4	Brilliant 100	Customers in CARE, FERA or Medical Baseline programs

Analysis & Discussion

Enrolling customers directly into *Brilliant 100* or *Renewable 100* service requires the following changes to the standard process. EBCE staff is prepared to execute on these items in order to implement the decision of the city councils and EBCE Board of Directors.

- The Terms and Conditions of Service must be updated to reflect the rate differences in certain jurisdictions.
- Customers within jurisdictions that requested direct enrollment in *Brilliant 100* or *Renewable 100* will receive a different notice from jurisdictions with standard customer enrollment in *Bright Choice*.
- The EBCE website and select marketing collateral will be updated to include information about jurisdictions that requested customers direct enrollment in *Brilliant 100*.
- The SMUD call center will be trained on which jurisdictions have selected *Brilliant 100* or *Renewable 100* for customer enrollment.

EBCE will work with SMUD to configure their customer management systems to enroll all customers in *Brilliant 100* or *Renewable 100* within identified jurisdictions, as well as

correctly apply exemptions. There may be an additional cost to EBCE from SMUD to implement this customization.

It is important to note that the general marketing campaign will not address each customized enrollment process in these select member jurisdictions. Details will be available on the website, within the call center, and in limited, targeted collateral, but the overall messaging around Phase 2 launch will focus on the standard default enrollment of customers into *Bright Choice* service.

Attachments

- A. Resolution Approving JPA Member Election to Default Phase 2 Customers onto Brilliant 100 or Renewable 100
- B. Exhibit A - Amended Terms and Conditions

RESOLUTION NO. ____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE EAST BAY COMMUNITY ENERGY AUTHORITY
DIRECTING STAFF TO MAKE NECESSARY ARRANGEMENTS TO ALLOW
THE DEFAULT SERVICE FOR PHASE 2 ENROLLMENT IN CERTAIN CITIES TO BE
BRILLIANT 100 OR RENEWABLE 100 FOR CERTAIN RESIDENTIAL CUSTOMERS AND
APPROVING AMENDMENT TO THE TERMS AND CONDITIONS**

**THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES
HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

Section 1. The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Castro Valley, Dublin, Emeryville, Fremont, Hayward, Livermore, Oakland, San Leandro, and Union City, to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all the member jurisdictions.

Section 2. At the February 7, 2018 Board of Directors regular meeting, the Board established the initial energy products to be provided by EBCE namely Bright Choice containing 85% greenhouse gas free content and Brilliant 100 containing 100% greenhouse gas free content.

Section 3. At the February 7, 2018 Board of Directors regular meeting, the Board also set a framework for establishing rates by benchmarking the rates off PG&E rates such that Bright Choice rates will be set at 1.5% below PG&E’s 2018 rates and Brilliant 100 rates will match PG&E’s 2018 rates, and at the March 21, 2018 Board of Directors regular meeting, the Board adopted the rates sheets establishing the rates for the Bright Choice and Brilliant 100 products.

Section 4. At the April 18, 2018 Board of Directors regular meeting, the Board approved offering a third energy product consisting of 100% renewable energy to be offered concurrently with the Phase II customer launch, and at the May 16, 2018 Board of Directors regular meeting, the Board reaffirmed the rates for Bright Choice and Brilliant 100, and set the rates for the 100% renewable product at \$0.01 per kilowatt-hour above the PG&E base rate, which is the equivalent of a \$0.01 per kilowatt above EBCE’s Brilliant 100 rate.

Section 5. In order to meet their climate action goals, EBCE member city of Albany has adopted a resolution requesting that the EBCE Board of Directors set the default product service in its city for Phase 2 customers at Brilliant 100 instead of Bright Choice.

Section 6. In order to meet their climate action goals, EBCE member city of Hayward has adopted a resolution requesting that the EBCE Board of Directors set the default product service in its city for Phase 2 customers at Brilliant 100 instead of Bright Choice. The city of Hayward resolution further requests that customers in its city that participate in CARE, FERA and Medical Baseline programs be enrolled in Bright Choice.

Section 7. In order to meet their climate action goals, EBCE member city of Piedmont has adopted a resolution requesting that the EBCE Board of Directors set the default product service in its city for Phase 2 customers at Renewable 100 instead of Bright Choice. The city of Piedmont resolution further requests that customers in its city that participate in CARE, FERA and Medical Baseline programs be enrolled in Brilliant 100.

Section 8. Changing the default product service for these cities requires a number of adjustments to, among other things, the terms and conditions, customer notification, certain marketing materials, and call center preparations and training.

Section 9. The Board of Directors hereby desires to accommodate the cities of Albany, Hayward, and Piedmont and therefore directs the EBCE Chief Executive Officer or his/her designee to take any and all necessary actions to allow for the default product service in those cities to be Brilliant 100 or Renewable 100, as applicable, and with exemptions as noted in Sections 7, 8 and 9 above, for all Phase 2 customers, with an option for those customers to opt down to Bright Choice, or to opt out as provided by law.

Section 10. The Board of Directors hereby approves Exhibit A Terms and Conditions of Service to provide for city-specific variations depending upon the default product offering in each city and further to authorize the CEO and his/her designee to make minor adjustments to the Terms and Conditions of Service as necessary.

ADOPTED AND APPROVED this 20th day of June, 2018.

Scott Haggerty, Chair

ATTEST:

Stephanie Cabrera, Clerk of the Board



TERMS AND CONDITIONS OF SERVICE

ENROLLMENT AND SERVICE OPTIONS

Bright Choice

As of June 2018, East Bay Community Energy (EBCE) will be the default electric provider serving Alameda County, except the cities of Alameda, Pleasanton, and Newark. Most accounts within EBCE's coverage area will be automatically enrolled in EBCE's *Bright Choice* service, which is powered by at least 38% renewable energy and an additional minimum of 47% carbon-free energy (together, a total of 85% carbon-free) and offered at a 1.5% discount to the corresponding PG&E rate. Enrollment will occur in phases over the next 6-12 months. Customers may request to opt up to the *Brilliant 100* service or opt out and return to PG&E bundled service at any time, subject to the opt out guidelines described below. *Bright Choice* electric generation rates in 2018 are set below PG&E electric generation rates, inclusive of utility exit fees. More information about rates can be found at ebce.org/rates.

Brilliant 100

Customers have the option to opt up to EBCE's 100% carbon-free service, *Brilliant 100*, offered at the same cost as the corresponding PG&E rate. *Brilliant 100* customers may choose to return to the standard *Bright Choice* service at no cost, inclusive of utility exit fees. Changes in a service option are effective as of the customer's next billing cycle.

Renewable 100

Customers have the option to opt up to EBCE's 100% renewable energy service, *Renewable 100*, offered at \$0.01/kWh above the applicable *Brilliant 100* rate. *Renewable 100* customers may choose to opt down to *Brilliant 100* or *Bright Choice* service at no cost, inclusive of utility exit fees. Changes in a service option are effective as of the customer's next billing cycle.

Default Service by Jurisdiction, Customer Class, and Program Participation

In an effort to support sustainability goals, certain cities have chosen to enroll customers in their jurisdictions in different services based on customer class and program participation, as indicated in the table below. Customers are free to change their service option at any time, which will become effective as of the customer's next billing cycle.

Jurisdiction	Default Enrollment Service		
	Commercial Customers	Residential Customers	Customers in CARE, FERA, and Medical Baseline Programs
Albany	Brilliant 100	Brilliant 100	Brilliant 100
Hayward	Brilliant 100	Brilliant 100	Bright Choice
Piedmont	Bright Choice	Renewable 100	Brilliant 100
All other jurisdictions*	Bright Choice	Bright Choice	Bright Choice

*Berkeley, Dublin, Emeryville, Livermore, Hayward, Piedmont, Oakland, San Leandro, Union City and County of Alameda

Early Adopter (Voluntary Program)

Before residential automatic enrollment begins in late 2018, residential customers are invited to opt in to EBCE service as Early Adopters in June 2018. Customers who enroll as Early Adopters must elect *Brilliant 100* service. Participation is voluntary, and Early Adopters who choose to return to PG&E bundled service may be subject to termination fees and special PG&E rates. The Early Adopter program is fully subscribed.

RATES, FEES AND PROGRAMS

EBCE's electric generation rates are managed to provide cleaner, greener electricity to our community at competitive rates. Any future rate changes will be adopted at duly noticed public meetings of the EBCE Board. You can view EBCE rates online at ebce.org/rates, or call 1-833-699-EBCE (1-833-699-3223) for more information. Rates and cost comparisons may change over time.

As an EBCE customer, PG&E charges you a monthly Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge. EBCE has accounted for these additional exit fees and charges in its rate setting process. Please contact PG&E for more information about these charges.

Financial assistance programs including CARE (California Alternate Rates for Energy), FERA (Family Electric Rate Assistance) and Medical Baseline Allowance remain the same with EBCE. If you are enrolled in any of these programs with PG&E, they will continue to apply to you as an EBCE customer.

BILLING

As an EBCE customer, you will continue to receive a single monthly bill from PG&E that includes all electricity-related charges, including EBCE's electric generation charges. EBCE generation charges are not duplicate or extra fees. PG&E will forward your payments for electric generation to EBCE. PG&E will continue to charge for gas services, transmission, distribution, public goods programs and other non-generation charges at the same rates it charges customers who do not receive EBCE service.

OPT OUT

You may opt out of EBCE electric generation service at any time by calling 1-833-699-EBCE (1-833-699-3223) or by completing the opt-out form at ebce.org/optout. You will need your PG&E account information to begin the opt-out process.

There is no fee to opt out before enrollment or in the first 60 days of receiving EBCE service. If you opt out 60 or more days after EBCE service begins, or if you are an Early Adopter, you will be charged a one-time termination fee of \$5 per residential account or \$25 per commercial account. This fee will be waived for customers that opt out prior to June 1, 2019. You will also be subject to PG&E's terms and conditions of service, which will prohibit you from returning to EBCE for a full year after your opt-out date.

If returning to PG&E generation service after receiving EBCE service for more than 60 days, or after enrolling as an Early Adopter, PG&E requires that you choose one of the following options:

- Option 1: Return to PG&E generation service at the end of the current billing cycle. You will be billed at PG&E's transitional rates for a six-month period, and PG&E's standard bundled electricity rates thereafter.
- Option 2: Give six month's advance notice of your intent to return to PG&E generation service. At the end of the six-month notice period, you will be returned to PG&E service and billed PG&E's standard bundled electricity rates.

Accounts of customers who have requested to opt out will be transferred on the next day their electric meter is read. Accounts cannot be transferred in the middle of a billing cycle. Your opt out request must be received at least 5 business days prior to your meter read date in order to switch service to PG&E before your next billing cycle begins. All other opt out requests will be processed on the subsequent meter read date. If you opt out or otherwise stop receiving service from EBCE, you will be charged for all EBCE electricity used before ending EBCE electric service.

FAILURE TO PAY

If you fail to pay your bill, EBCE may transfer your account to PG&E upon 30 days' written notice for commercial customers and 60 days written notice for residential customers. If your account is transferred, you will be required to pay the opt out fees described above.

CUSTOMER CONFIDENTIALITY

EBCE is committed to protecting customer privacy. EBCE's policy on customer confidentiality can be found at ebce.org/confidentiality or by calling 1-833-699-EBCE (1-833-699-3223).



Staff Report Item 18

TO: East Bay Community Energy Board of Directors

FROM: Howard Chang, Chief Operating Officer

SUBJECT: East Bay Community Energy Integrated Resource Plan (IRP) Scenarios
(Informational Item)

DATE: June 20, 2018

Recommendation

Discuss EBCE's Integrated Resource Plan Filing (IRP):

- A. Receive briefing on CPUC IRP Guidelines and compliance requirements; and
- B. Discuss EBCE's approach to developing CPUC IRP

Discussion

As a result of SB 350 (2015) and the California Public Utility Commission (CPUC)'s Decision issued February 13, 2018, EBCE and all other CPUC-jurisdictional load-serving entities (LSEs) are required to file an Integrated Resource Plan with the CPUC by August 1, 2018. The CPUC requires that a CCA's IRP is approved by its Board before being submitted to the CPUC. The CPUC will then conduct modeling and analysis to ensure that the aggregation of IRPs demonstrates that the planned procurement of the various LSEs will allow the state to meet its energy policy objectives, including reductions in greenhouse gases (GHG).

IRPs must include a description of how the LSE approached the process of developing its plan, including projecting load and producing a portfolio consistent with the CPUC's reference system portfolio and an LSE-specific GHG emissions benchmark or the CPUC's GHG planning price. The LSE must provide one or more portfolio(s), clearly identifying new resources that the LSE plans to invest in and existing resources that the LSE owns or contracts with. The LSE must then describe the portfolio the LSE prefers to use for planning purposes and for which the LSE seeks Commission certification.

For its preferred portfolio, the LSE must describe and provide quantitative evidence to support how it minimizes localized air pollutants and other GHG emissions with early priority on disadvantaged communities. The LSE must further describe how its preferred portfolio is expected to affect costs/rates for its customers.

Given the short time that EBCE has to develop this IRP, the fact that EBCE has only recently launched, and the fact that EBCE has not had an opportunity to conduct the level of community engagement or quantitative analysis that is necessary to develop an IRP that reflects the long-term goals of EBCE, Staff recommends developing an IRP that focuses on meeting CPUC compliance requirements. As a result, EBCE's CPUC IRP will include a procurement plan for renewable and carbon-free energy that does not fully reflect EBCE mid- or long-term procurement goals. Instead, Staff recommends developing an IRP based on EBCE's current mix of Bright Choice and Brilliant 100 that is focused on meeting CPUC minimum requirements. This means that EBCE's resource portfolio in the CPUC IRP will include renewables that are between 5%-7% higher than the RPS requirement and carbon-free energy of 90%. Based on initial modeling, Staff believes this resource portfolio will exceed the CPUC's GHG and renewable energy thresholds for IRPs.

In order to conduct a thorough assessment of what EBCE's 2023 and beyond energy portfolio should look like, Staff believes it is critical to develop a series of scenarios that can be discussed with the community. Only once these scenarios have been reviewed for their economic impact on EBCE rates and have been discussed with the community should EBCE seek to adopt accelerated medium- and long-term goals for renewable and carbon-free energy. Staff does not believe it will be able to complete the level of analysis or community engagement necessary prior to the CPUC's IRP deadline. For this reason, Staff believes it is preferable to focus on developing a CPUC IRP that is more compliance document than vision statement. Staff recognizes the importance of moving quickly to set EBCE's goals and wants to use the August and September 2018 timeframe to complete the analysis and public engagement necessary to develop a proposal for what EBCE's renewable and carbon-free goals should be.



Staff Report Item 19

TO: East Bay Community Energy Board of Directors
FROM: Deidre Sanders, Director of Government and Community Affairs
SUBJECT: CAC Appointment Recommendation (Action Item)
DATE: June 20, 2018

Recommendation

Appoint the following applicant to the Community Advisory Council:
A. Brinda Thomas, Fremont

Background and Discussion

On May 18, 2018, The East Bay Community Energy Board of Directors appointed three new members to the Community Advisory Committee from a pool of 17 applicants. On June X, 2018, Community Advisory Committee (CAC) member Nick Gigliotti resigned from his position on the CAC. To fill this new opening on the CAC, EBCE staff asked the ad hoc selection committee that recommended the first three CAC candidates whether they had a recommendation to fill this fourth opening based on their review of the 17 applications and their interviews with eight candidates.

The ad hoc committee unanimously recommended Brinda Thomas, of Fremont, to fill Nick Gigliotti's open CAC seat. As a new member of the CAC, Ms. Thomas would be appointed for a four-year term.

Fiscal Impact

No budget impacts beyond the board-approved stipend, approved at \$50/meeting for CAC members on Wednesday, 4/18/18.

Attachments

- A. CAC Application of Brinda Thomas

**Application for East Bay Community Energy (EBCE)
Community Advisory Committee**

East Bay Community Energy (EBCE) is seeking applicants from Alameda County to fill vacancies on its Community Advisory Committee. The Community Advisory Committee (CAC) was formed in 2016 as part of the Alameda County Board of Supervisors' 2014 decision to explore formation of EBCE with the goal of creating competition for electricity services and to accelerate investments in clean energy resources and local energy projects. EBCE seeks to ensure a diversity of members and interests for the CAC as well as members who represent all areas of the County. The CAC's members are community stakeholders appointed by the EBCE Board of Directors to provide advice and recommendations to the EBCE Board and is not a decision-making entity.

Member Roles:

- 1) Advise the Board of Directors on all subjects related to the operation of the ECA Program as set forth in a work plan adopted by the Board from time to time, with the exception of personnel and litigation decisions.
- 2) Represent the views of their respective communities in their comments and recommendations;
- 3) Serve as an information channel back to their colleagues and communities; and
- 4) Help EBCE staff and Alameda County and city officials identify issues of concern and opportunities to educate about ECE in Alameda County

EBCE is now taking applications for membership on the CAC. The EBCE asks that anyone wishing to apply to complete this form and submit to DSanders@ebce.org no later than 5 pm on March 14, 2018.

NOTE: this application is a public document and will be available for review upon request. The EBCE may choose to interview final candidates.

APPLICANT CRITERIA:

1. Residents, business owners, employees or representatives of a community-based organization in the County of Alameda are eligible for membership¹.
2. Applicants should be committed to serving on the CAC and attending regular Board and planning meetings. Board meetings may take place twice monthly until the program is launched, and then may be no more frequent than once per month. Meetings will generally take place in the early evening hours. Planning meetings will be determined by the CAC. Members of the CAC will serve staggered four-year terms (the first term of three of the members shall be two years, and four years thereafter), which may be renewed.
3. Applicants with conflicts of interest that may hinder effective participation in the CAC are discouraged from applying. All applicants will be reviewed for conflicts of interest by EBCE legal counsel.

QUESTIONS: Please call or email Deidre Sanders at: 925.390.3942; dsanders@ebce.org for more information.

APPLICANT INFORMATION

Name	Brenda Thomas
Address	Fremont

¹ Note: Applicants can only be considered if they are residents of an EBCE member jurisdiction, which currently includes the Cities of Pleasanton, Newark and Alameda.

**Application for East Bay Community Energy Authority (EBCEA)
Community Advisory Committee**

Organization represented and title (if applicable)	Whisker Labs, Senior Data Scientist Last representing company: N/A President
Phone/Email Address	
Are you a resident of Alameda County?	yes
How long have you lived in Alameda County?	5 years
Are you a business owner in Alameda County (firm name and location)?	no
Employment Information:	Whisker Labs, Senior Data Scientist
Your employer?	Whisker Labs
Job Title?	Senior Data Scientist
Spouse's employer?	N/A
Spouse's Job Title?	N/A

I am Applying Under the Following Stakeholder Category (please check top 2)			
<input type="checkbox"/>	Environmental	<input type="checkbox"/>	Labor Union
<input checked="" type="checkbox"/>	Energy Advocate	<input type="checkbox"/>	Environmental Justice
<input type="checkbox"/>	Clean Energy Business	<input type="checkbox"/>	Regional/Large Energy User

**Application for East Bay Community Energy Authority (EBCEA)
Community Advisory Committee**

<input type="checkbox"/>	Business Owner/Association	<input type="checkbox"/>	Cultural Organization
<input type="checkbox"/>	Education/Research Center	<input type="checkbox"/>	Low Income Advocate
<input type="checkbox"/>	Social Justice	<input type="checkbox"/>	Other _____
<input checked="" type="checkbox"/>	Ratepayer	<input type="checkbox"/>	

Please explain why you wish to be appointed to the East Bay Community Energy Authority Community Advisory Committee and briefly describe your qualifications including any applicable experience. Please include thoughts you have the purpose of the CAC and key goals for both the CAC and East Bay Community Energy. Please indicate if you are a representative of an organization with expertise in energy issues generally and/or Community Choice Energy specifically. Please attach a resume, letters of recommendation, or other relevant materials if you wish.

DUBSIGHT
COPY PROVIDED
TO THE BOARD

I have a Ph.D. in Engineering & Public Policy from Carnegie Mellon with a focus on the electricity industry. My career thus far has been with other stakeholders in the energy system - as a ^{U.S.} DOE contractor ^{around} Energy R&D during 2005-2008, and as a data scientist at utility technology providers like GE (2003-2014), and Tesla Energy (2014-2017).

I'd like to use my Energy systems & IT background to ensure that the EBCE has good IT systems and reporting to the community on its operations and progress toward renewable energy procurement.

The CAC should be a diverse advisory board that ensures that a diverse set of stakeholder perspectives ~~and~~ are considered by EBCE management to better prepare it to serve community needs and CPUC regulatory processes.

**Application for East Bay Community Energy Authority (EBCEA)
Community Advisory Committee**

Please list three issues that you feel EBCE should address:

- Regular reporting to the community about ^{progress on} operational clean energy goals
- Efficient procurement processes for ~~the~~ energy resources
- Modern IT systems

Have you ever attended a meeting of the EBCE Community Advisory Committee?

No

Please describe your experience serving on a Commission or Board:

N/A

Considering your experience and activities in business, labor, professional, social or other organizations, indicate the experience, training, knowledge and skills that qualify you for appointment to the EBCE Community Advisory Committee:

**Application for East Bay Community Energy Authority (EBCEA)
Community Advisory Committee**

List any position or office held in any governmental agency, civic or charitable organization, including dates:

member - Citizens Climate Lobby June 2017 - present

social media manager - Engineers & Scientists Act Locally Sept 2017 - present

Please list any special awards or recognitions received:

Do you own Property in Alameda County? If yes, please list the address(es)

No

Do you rent property in Alameda County?

Yes

Application for East Bay Community Energy Authority (EBCEA)
Community Advisory Committee

Conflicts of Interest

State and local law require that you abstain from participation in decisions that may affect your financial interests, including sources of income, interest in real property, personal finances or investments. In addition, if appointed, you may be required to submit a disclosure statement which identifies certain of your financial interest beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this Board or Commission make decisions that may affect sources of income, interests in real property, personal finances or investments of you or your spouse? Some examples of conflicts include a) being employed by a business or organization that has a financial interest in decisions that EBCE may make, b) being employed by a business or organization that directly advocates in front of the EBCE Board of Directors, c) having a financial interest in a project or property that might benefit from a decision made by EBCE.

Yes/No

If yes, please explain. Please identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this Board or Commission, and the positions you hold in these entities.

Please list at least two references:

(be sure to include lines for email address and phone numbers)

As a member of the EBCEA Community Advisory Committee, you are making a time commitment to actively participate in the planning and development of the East Bay Community Energy program. Meetings are generally held in the evening and given the small number of members on the EBCE Community Advisory Committee, having a quorum is essential to the ability of the Committee to conduct business. Please sign the statement below indicating you have the time to prepare for and attend meetings.

I have sufficient time to devote to this responsibility and will attend scheduled meetings if appointed. I am also aware that this application is a public document.

Signature *[Handwritten Signature]*

Date *3/14/2012*

Application for East Bay Community Energy Authority (EBCEA)
Community Advisory Committee

Verification:

I agree that all of the information contained in my responses to the questions on this application are true and accurate to the best of my knowledge.

Signature *AT Thomas*

Print name *Brandon Thomas*

Date: *3/14/2018*

