



Community Advisory Committee Meeting
Monday, October 16, 2023
6:00 pm

In Person:

The Lake Merritt Room
Cal State East Bay - the Oakland Center
In the Transpacific Centre
1000 Broadway, Suite 109
Oakland, CA 94607

Or from the following locations:

- GTU Student Services Center, basement lounge - 2465 Le Conte Ave, Berkeley, CA 94709 (Visitors must be buzzed in to gain entry to the building after hours)
- 4563 Meyer Park Circle, Fremont, CA 94536
- 3602 Thornton Ave, Fremont, CA 94536
- Castro Valley Starbucks - 2720 Castro Valley Blvd. Castro Valley, CA 94546
- Starbucks - 1857 11th St Tracy, CA 95376
- 10501 SE Main St., Milwaukie OR 97222

Via Zoom:

<https://us02web.zoom.us/j/84794506189>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 205
6099 or +1 301 715 8592 or +1 312 626 6799 or 877 853 5257 (Toll Free)
Webinar ID: 847 9450 6189

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) 906-0491 or cob@ebce.org.

If you have anything that you wish to be distributed to the Committee, please email it to the clerk by 5:00 pm the day prior to the meeting.

C1. Welcome & Roll Call

C2. Public Comment

This item is reserved for persons wishing to address the Committee 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 Committee are customarily limited to three minutes per speaker and must complete an electronic [speaker slip](#). The Committee Chair may increase or decrease the time allotted to each speaker.

C3. Approval of Minutes from September 18, 2023

C4. CAC Chair Report

C5. Update on Net Billing Tariff (CAC Informational Item)

Brief review of NBT planning and overview of status

C6. Emissions Overview (CAC Informational Item)

Informational overview on emissions

C7. Community Innovation Grants (CAC Informational Item)

Overview of Community Innovation Grants

C8. Sunzia Project Agreement (CAC Action Item)

Requesting approval of long-term agreement for 150 MW of Wind online by 9/30/26

C9. Joint Powers Authority Amendment (CAC Action Item)

Adopt an amendment to change name to Ava Community Energy

C10. CAC Member and Staff Announcements including requests to place items on future CAC agendas

C11. Adjourn

The next Community Advisory Committee meeting will be held on Monday, November 13, 2023 at 6:00 pm.



Draft Minutes

Community Advisory Committee Meeting

Monday, September 18, 2023

6:00 pm

In Person:

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Or from the following locations:

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- 3602 Thornton Ave, Fremont, CA 94536
- Castro Valley Starbucks - 2720 Castro Valley Blvd. Castro Valley, CA 94546
- Mountain House Library - 201 E. Main Street Mountain House, CA 95391
- 1743 140th Ave. San Leandro, CA 94578

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C1. Welcome & Roll Call

Present: Members Landry, Liu, Lakshman, Pacheco, Souza, Kaur, Lutz, Vice-Chair Hernandez and Chair Eldred

Excused: Members Hu and Swaminathan

Member Lakshman joined the meeting at 6:16pm

C2. Public Comment

This item is reserved for persons wishing to address the Committee 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 Committee are customarily limited to three minutes per speaker and must complete an electronic [speaker slip](#). The Committee Chair may increase or decrease the time allotted to each speaker.

The clerk read the following written public comment from Jessica Tovar into the record:

(3:26) Jessica Tovar of the East Bay Clean Power Alliance addressed the EBCE Board of Directors, raising concerns over transparency and equity at EBCE. She emphasized the necessity for thorough public accountability and transparent decision-making. Specific issues highlighted include: the lack of performance data, especially concerning workforce standards in RFPs; the need for closer collaboration in the resilience and virtual power plant program, emphasizing proper fund allocation to benefit community-based organizations (CBOs); concerns about the Community Innovation Grants' focus and accessibility, particularly its current emphasis on induction cooktop education; and the need for clarity on the reallocation of a \$15 million gift to UCSF Benioff Children's Hospital. Jessica Tovar advocated for measures that prioritize public accountability, resource access for disadvantaged communities, and robust collaborations with CBOs.

The clerk read the following public comment from Tom Kelly into the record:

(6:57) Tom Kelly commented on the comparison of greenhouse gas (GHG) emissions between charging electric vehicles (EVs) using Bright Choice and PG&E. He highlighted that EBCE's emissions are higher, suggesting that those using EVs under the assumption of promoting environmental welfare might inadvertently contribute to climate change. He urged for corrective measures and provided a spreadsheet comparing Bright Choice and PG&E's EV charging emissions.

(8:21) Tim Frank represents the Alameda County Building and Construction Trades Council, other Bay Area Building Trades councils, and the CCA Workforce and Environmental Justice Alliance—a coalition of labor and environmental justice groups. They initially approached CC Power, a Joint Powers Authority overseeing multiple Community Choice Aggregations (CCAs), with a set of environmental, environmental justice, and labor standards. Despite support from some members, the standards were not adopted by a majority. Consequently, they shifted their efforts to engage individual CCAs within the CC Power territory to adopt these standards. Tim Frank presented a draft of these recommendations to the CAC and plans to approach the Board for consideration. This draft, available as Exhibit A in these minutes, contains specific data that they anticipate will be supplemented by the staff and acknowledges ongoing conversations with local partners about the recommendations.

(13:24) Jessica Tovar raised concerns about the application process for the Community Innovation Grants, emphasizing that the complexity of the application hinders community organizations from accessing the funds. She stressed the need to simplify the application to cater more to equity-focused community organizations. Jessica Tovar pointed out that when applications are intricate, larger organizations with more resources tend to benefit, overshadowing smaller entities. While recognizing the value of larger grants, she highlighted the importance of smaller grants for community organizing and education.

Jessica Tovar also expressed concern about EBCE's priority setting, noting that while there's a push for induction cooktops, the community has been seeking investments in resiliency for years. She urged EBCE to release funds allocated over a year ago. Lastly, she suggested that EBCE might benefit from consulting with specific non-profits, such as the Justice 40 Accelerator, to aid in the release of these funds, emphasizing that the goal should be to enhance accessibility for marginalized organizations and disadvantaged communities.

(16:57) Tom Kelly discussed his primary interest in EBCE, emphasizing climate change and the reduction of greenhouse gas (GHG) emissions. He expressed disappointment that EBCE has not met its objectives in this area. Highlighting the broader push towards electrification, he pointed out the urgency of transitioning from gas-powered to electric cars. Tom Kelly presented a spreadsheet comparing GHG emissions from electric cars charged using a PG&E account versus an EBCE Bright Choice account. Electric car owners under the Bright Choice plan have emissions approximately five times higher than those using PG&E. He urged EBCE to prioritize environmental concerns, referencing recent natural disasters as a call to action.

(19:32) Jason Gumataotao, a member of IBEW Local 595 and delegate with the Alameda County Building and Construction Trades Council, thanked East Bay Clean Power Alliance, San Luis Obispo Climate Coalition, Sierra Club, and others in the environmental justice sector for collaborating with them. Their goal is to improve environmental standards and conditions for workers. While acknowledging that current efforts are in the draft phase and more work lies ahead, Jason Gumataotao welcomed feedback and anticipates support as they continue to advance their initiatives.

(20:39) Melissa Yu, representing the Sierra Club and East Bay Clean Power Alliance, addressed the CAC members to advocate for the inclusion and discussion of policy standards for clean energy projects, as presented in the working draft by Tim Frank. She emphasized the desire for procurement projects to address potential environmental and environmental justice impacts and uphold strong labor and environmental justice policies. While the resolution is still being refined in collaboration with labor and environmental justice partners, Melissa Yu hopes for it to be a discussion point at both the CAC and the board in the coming month. She highlighted the scope of this initiative, extending beyond just Alameda and San Joaquin County, and expressed hope for continued leadership from the committee to advance this draft to the California Community Power board.

(21:48) Elsa Wefes-Potter, representing the Local Clean Energy Alliance, raised concerns about the narrow focus of the Community Innovation Grants, emphasizing that they should cover a broader range of community issues beyond induction cooktops. She advocated for smaller grants to ensure accessibility for more community-based organizations. Elsa Wefes-Potter also highlighted transparency issues regarding the reallocation of \$15 million initially intended as a charitable gift to UCSF Benioff Children's Hospital and stressed the potential use of the \$14.75 million, previously diverted from bill credits, to fund resilience hubs within the Municipal Critical Facilities program.

C3. (25:48) Approval of Minutes from July 17, 2023

Member Landry motioned to approve the minutes. Member Pacheco seconded the motion which failed 6/0/2/1

Yes: Members Landry, Pacheco, Souza, Lutz, Vice-Chair Hernandez and Chair Eldred

Abstain: Members Liu and Kaur

Excused: Member Lakshman

C4. CAC Chair Report

- Al Weinrub, a longtime EBCE advocate and community leader, passed away. A memorial service will be held on September 23 that can be attended in-person or virtually. The chair shared about Al's impressive accomplishments as a founder of Science for the People, labor and anti-racist activist, published author, and leader in the fight for climate and energy justice. His papers were accepted into the UMass Amherst archives.
- Staff prepared a response to the sustainability and climate action plan report presented at the last meeting. The chair encouraged reviewing the response in the packet. Member Susan Levenson expressed disappointment that the cities were not contacted directly by staff.
- The chair sent information on a recent CalCCA filing at the CPUC regarding Diablo Canyon. Two members of the public raised concerns that the filing did not resist the shifting of costs onto EBCE ratepayers. More research is needed, but EBCE may have grounds to argue its customers should not bear the burden. The chair encouraged reading the filing and submitting questions.
- Two items are not being discussed tonight despite the board chair's request: the energy prepay presentation and Kings/Fresno battery storage project. The chair summarized them briefly and encouraged input.
- At the end of the meeting, there will be a moment to honor Al Weinrub.

Action items:

- Add CalCCA Diablo filing to future agenda for discussion.
- Clarify conflicting information about location of battery storage project.

C5. 2022 Power Source Disclosure Annual Report and Power Content Label (CAC Informational Item)

Requesting the Board to accept and attest to the 2022 Power Source Disclosure Report and Power Content Label

- Izzy Carso presented the 2022 Power Source Disclosure report (PSDR) and Power Content Label which are required annual filings to the California Energy Commission.
- The PSDR shows the resource mix and emissions data for electricity purchased and sold to EBCE customers in 2022. The Power Content Label presents this data in an easy to understand format for customers.

- The board needs to adopt a resolution attesting to the accuracy of the data in the PSDR and Power Content Label by the October 2nd deadline before submitting to the CEC.
- Izzy Carson outlined the process EBCE goes through to prepare, review and validate the data, including reconciling contracted amounts to billing data and verifying renewable energy certificates.
- The Power Content Label shows emissions factors and resource mix percentages for each EBCE rate plan, as well as the statewide California power mix averages to compare against.
- In 2022, Bright Choice power was made up of 49.4% renewable, 28.4% unspecified power, and 21.9% large hydro. Renewable 100 was 100% renewable. Brilliant 100 is now closed.
- Questions were raised about the unspecified power and emissions associated with Bright Choice. Izzy Carson clarified the main factors are unspecified power and PCC2 renewables like solar and wind that are assigned an emissions factor. Together these account for most of the 496 emissions intensity shown for Bright Choice.
- More detailed emissions data will be presented at the October meeting. Staff will also provide the overall Megawatt hours and percentages for EBCE's total retail sales across all rate plans.

C6. CAC Structure per Ad Hoc Board Committee Recommendation (CAC Discussion Item)

Discussion of Restructure of CAC per Ad Hoc recommendation

- Staff presented that as new jurisdictions join EBCE, the CAC regional seat allocation shifts based on energy load share. This recently caused the South region to lose a seat when Stockton joined.
- An ad hoc committee of the board was formed to address this issue and consider potential CAC structure changes as EBCE expands. They considered retaining the regional structure, switching to a jurisdictional structure like the board, or having all at-large seats.
- The ad hoc committee recommended keeping the regional structure but removing the 5 at-large seats, as those disrupt the regional balance.

- The CAC chair was surprised this was presented as a recommendation rather than just starting a discussion, as originally conveyed.
- Extensive public and CAC discussion expressed concerns about transparency, community engagement, and retaining diversity of representation on the CAC. There were requests to slow down the process and allow more input.
- Other ideas suggested were expanding CAC seats as EBCE expands, keeping at-large seats or having constituent-based seats, establishing a nomination process, improving alternate member engagement, considering direct election of some seats, and allowing time to flesh out details.
- The CAC chair summarized a recommendation to the board: keep regional structure for now with consideration of expanding seats later, have CAC work on constituent seat details, keep but improve utilization of alternate seats, and take time to fully discuss CAC structure.

C7. Update on Planning for Net Billing Tariff (NBT) (CAC Informational Item)

Brief review of NBT planning and overview of status

- This item provided an update on the successor to net energy metering called the net billing tariff (NBT) that was recently approved by the CPUC.
- NBT will affect compensation rates for rooftop solar customers. It aims to better align compensation with the actual value solar provides to the grid.
- Current solar customers keep their existing NEM rates for 20 years. NBT will impact systems installed after April 2022, and NEM 1/2 customers after 20 years.
- Under NBT, on-site solar use is valued the same as NEM, but excess generation compensation is lower, varying by time of day. Exports and imports are separately valued rather than netted.
- By 2037, about half of EBCE's 60,000 NEM customers will be eligible for NBT.
- EBCE staff are exploring how NBT will affect solar customers and the agency. They aim to support storage, low-income customers, and find ways to continue encouraging solar adoption.

- CAC and public questions focused on the reduced solar compensation, whether EBCE must follow the CPUC's NBT, requests for data on current over-generation, and ideas like batteries, local storage, and separate solar buyback rates to mitigate negative impacts.
- Staff are still evaluating options and not ready to discuss in detail but are considering ways to improve on simply mirroring the CPUC's NBT.

C8. Inclusion of New Communities: City of Lathrop (CAC Action Item)

Consider City of Lathrop EBCE/JPA membership

- The City of Lathrop has completed all steps to join EBCE, including passing a resolution and ordinance and signing the JPA agreement.
- Lathrop's city council voted unanimously to join. The anticipated enrollment date is January 2025, along with the City of Stockton.
- Lathrop is located between Tracy and Stockton in San Joaquin County. It is one of the fastest growing cities in California.
- Lathrop has a small municipal utility district that serves some residential customers who would not be eligible for EBCE service.
- The city has a high percentage of large commercial and industrial accounts compared to other EBCE cities.
- Lathrop is young, having incorporated in 1989, and has warehouse and agricultural commerce which contributes to its large energy load for its size.
- Questions were raised about solar potential in Lathrop, the importance of transportation electrification along the major transportation corridor, and ensuring resource adequacy if Lathrop joins EBCE.

C9. Update on Brand (CAC Informational Item)

Share logo, updated timeline, list of items that will change on 10/24, overview of how staff is supporting Muni-Pals

- Annie Henderson, VP of Marketing, provided an update on EBCE's rebranding to Ava Community Energy.

- The new visual identity was developed based on feedback during the naming process. The logo aims to be inclusive, welcoming, and representative of the community coming together.
- The color palette is gender-neutral. The website mockup demonstrates how the branding will be applied across materials.
- **Timeline:**
 - October - Power content label mailers will include a panel teasing the rebrand to Ava.
 - November - Soft launch of rebrand on website, emails, call center scripts, public facing materials, etc.
 - January - Full launch with advertising and PR campaigns.
 - Transitional messaging will be used for 6-12 months to link EBCE with Ava.
 - In October, a JPA amendment will formally change the name. This is largely for banking and regulatory needs.
 - CAC feedback included interest in the name Ava (pronounced aaa-va) which sounds similar to Ava but does not specify a gender.

C10. Memorial Comments in Honor of Al Weinrub

(2:49:43) Jessica Tovar remembered Al Weinrub as a mentor and visionary who was deeply committed to equity and democratizing energy. Jessica Tovar stated that Al Weinrub focused on giving a voice to communities disproportionately impacted by dirty energy, helping those who understood the problems but struggled to find solutions. Jessica Tovar stated that merely mirroring offers like PG&E's or net billing tariffs doesn't achieve enough and urged the board to ensure that resources reach the most affected communities. In order to honor Al Weinrub's legacy, Jessica Tovar called for continued efforts to democratize energy and ensure that community grants benefit the communities directly.

(2:54:05) Member Lutz honored Al Weinrub's pivotal role in EBCE's founding, crediting his persistence and vision for the creation of the agency. Member Lutz reminisced about first meeting Al during the "Clean Power, Healthy Community" conferences, which laid the groundwork for EBCE's formation. While Al was instrumental in the "energy democracy" phase, it was just a part of his half-century of socio-economic activism. Al was renowned for his writing skills, producing well-researched white papers and challenging assumptions with a practical approach. Despite his serious demeanor, he was known to have a dry wit and enjoyed telling tall tales. Member Lutz stated that in recent years, Al Weinrub grew disappointed with EBCE's direction, feeling it veered

away from its mission of local clean energy in service of community health and economic justice. He was particularly critical of EBCE's distant energy projects and their attempts to buy nuclear power or fund specific charities. Despite his numerous accomplishments, Al Weinrub was always striving for more, pushing initiatives that have grown over time.

Member Lutz's written statement is included in these minutes as Exhibit B

(2:58:20) Member Pacheco admired Al Weinrub's determined nature, describing him as an "academic organized bulldog." He emphasized that the existence of the EBCE agency was largely due to Al Weinrub's tireless organizing efforts, highlighting the thousands of hours and resources Al invested in advocating for energy democracy. Member Pacheco stated that Al Weinrub also played a pivotal role in bridging the gap between various community groups, such as environmental justice advocates, environmentalists, and labor. Despite occasional disagreements, Al Weinrub's influence brought these groups closer together to share a unified vision for the agency. Member Pacheco candidly mentioned that Al Weinrub could be challenging at times, but his tenacity and firmness inspired others, including Member Pacheco, to remain steadfast in their convictions. Member Pacheco expressed deep respect for Al Weinrub and committed to upholding the shared vision of emphasizing local initiatives and ensuring maximum community benefits.

(3:00:37) Member Landry described Al Weinrub as a visionary who significantly contributed to the establishment of community choice aggregation programs across the country. Member Landry highlighted Al Weinrub's commitment to fairness and his dedication to ensuring representation for all population groups, not just the affluent.

(3:02:32) Chair Eldred fondly remembered Al Weinrub as a passionate advocate against injustice, emphasizing his fervor and dedication. She recounted her initial meetings with him, noting the tension in the room and Al Weinrub's unique ability to channel his anger towards meaningful causes. She highlighted Al Weinrub's extensive social justice work, particularly related to labor in Latin America, and urged the importance of reading the local development business plan. Chair Eldred spoke of the valuable lessons she learned from him about persistence, accountability, and fearlessness in the pursuit of justice..

C11. CAC Member and Staff Announcements including requests to place items on future CAC agendas

There were no CAC Member or staff announcements.

C12. Adjourn at 9:09pm in honor of Al Weinrub

The next Community Advisory Committee meeting will be held on Monday, October 16, 2023 at 6:00 pm.



Proposed by CCA Workforce and EJ Alliance

<https://action.greencal.org/action/wej>

September 18, 2023

DRAFT: East Bay Community Energy (EBCE) Workforce, Environmental, and Environmental Justice Standards for Clean Energy Project Selection Policy

PREAMBLE

WHEREAS, EBCE, as a Community Choice Aggregation, is a mission-driven public agency, collectively financed by constituent public ratepayers, with an obligation and opportunity to support and protect workers and the communities hosting EBCE's clean energy projects.

WHEREAS, EBCE, a mission-driven public agency committed to diversity, equity, and inclusion, has the opportunity to align with and support the values and mission of high-road union construction trade labor and environmental justice organizations striving to create sustainable and equitable communities.

WHEREAS, Central Coast Community Energy (3CE), a peer CCA to EBCE, adopted similar standards to the recommended standards below in June 2023 after extensive deliberation by its Board of Directors and Citizens Advisory Committee,

WHEREAS, 3CE'S procurement standards serve as a foundation for best practices and build on similar standards adopted earlier by Peninsula Clean Energy and the San Francisco Public Utilities Commission (CleanPowerSF)

Exhibit A

WHEREAS x% of customers in existing service territory are CARE, FERA, or Medical baseline customers, and x% in San Joaquin Counties (staff support requested to advise on these values).

WHEREAS, rate payer dollars can create local benefits through the creation of jobs and supporting local, small local, and emerging businesses in our service territory by keeping dollars in circulation

WHEREAS, EBCE's Joint Powers Agency Agreement, dated effective November 1, 2016, as amended by Resolution No. 2018-23 dated June 20, 2018, declares the agency's purpose as follows:

- Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;
- Develop an electric supply portfolio with a lower greenhouse gas (GHG) intensity than PG&E, and **one that supports the achievement of the parties' greenhouse gas reduction goals** and the comparable goals of all participating jurisdictions;
- Establish an energy portfolio that **prioritizes the use and development of local renewable resources** and minimizes the use of unbundled renewable energy credits;
- Promote an energy portfolio that **incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals**;
- **Demonstrate quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments)**;
- **Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California.** The Authority, as a leader in the shift to a clean energy, commits to ensuring it will **take steps to minimize any adverse impacts to these workers to ensure a "just transition" to the new clean energy economy**;
- Deliver clean energy programs and projects **using a stable, skilled workforce through such mechanisms as project labor agreements or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality**;
- Promote personal and community ownership of renewable resources, spurring **equitable economic development and increased resilience, especially in low income communities**;
- Provide and manage lower cost energy supplies in a manner that **provides cost savings to low-income households and promotes public health in areas impacted by energy production**; and
- Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through **adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize and providing appropriate wages and benefits.**

THEREFORE, BE IT RESOLVED THAT,

In support of competitive, clean, and renewable power supply, as well as the development of a local and diverse workforce, the Governing Board of East Bay Community Energy (EBCE) shall adopt the following **Workforce, Environmental, and Environmental Justice Standards for Clean Energy Project Selection Policy** asserting a preference for enhanced workforce, environmental, and environmental justice standards for all EBCE's clean energy programs and projects.

I. DEFINITIONS

1. **Regulatory Value:** The project's anticipated ability to satisfy EBCE's regulatory compliance requirements, such as Resource Adequacy, Renewable Portfolio Standard, integrated resource planning, and other binding orders or directives received from regulatory bodies.
2. **Market Value:** The project's projected revenues across all relevant day-ahead, real-time and ancillary markets. Market Value shall also assess a project's ability to manage, shift, or arbitrage existing EBCE generation to maximize revenue and renewable energy generation on behalf of EBCE and its customers.
3. **Counterparty Risk:** The risk that a counterparty will fail to perform, or adequately remedy, its obligations. Counterparty Risk is inclusive of Development Risk.
4. **Development Risk:** The risk that the project is unable to obtain interconnection, deliverability, site control, entitlements, financing, or other necessary development milestones required to deliver the project on or ahead of the anticipated online date.
5. **Energy Offtake Agreement:** Includes Power Purchase Agreements, Energy Storage Agreements, Resource Adequacy Only Agreements, or other energy-related products where EBCE does not own, develop, or construct the generation or storage facility. Instead, EBCE's participation in the Project is limited to receiving energy and any applicable attributes at a set price and term.
6. **Journeyperson:** Is a worker who either:
 1. Graduated from a California state-approved apprenticeship program for the applicable occupation or, when located outside California, approved for federal purposes pursuant to apprenticeship regulations adopted by the Secretary of Labor, or
 2. Has at least as many hours of on-the-job experience in an applicable occupation as would be required to graduate from an apprenticeship

Exhibit A

program for the applicable occupation that is approved by the California Division of Apprenticeship Standards.

7. **Local Hire:** A stated preference for project employment opportunities for qualified workers in descending priority:
 1. A resident within the nearest communities in proximity to the project, by radius as reasonably determined on a project-by-project basis;
 - a) Additional preference shall be given, where the radius includes a city, town, or census-designated location within EBCE's service territory, to the workers within those portions of the service territory.
 2. A resident within the county where the project is being constructed;
 3. A resident within EBCE's service territory.

8. **Skilled and Trained Workforce:** A Skilled & Trained Workforce consists of all workers performing work in an apprenticeable occupation in the building and construction trades who are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief of the Division of Apprenticeship Standards, as defined in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the California Public Contract Code.

9. **Targeted Hire Program:** A pipeline program which creates opportunities for Under-Represented Workers to (a) enter Registered Apprenticeship Programs and (b) obtain work hours needed to successfully complete their apprenticeship, through partnering with a Multi-Craft Core Curriculum (MC3) pre-apprenticeship program or programs, or equivalent industry and union-recognized certificated career training and placement program, that recruits, supports, and prepares Under-Represented Workers to succeed in skilled construction trades apprenticeships.

10. **Under-Represented Worker:** A jobseeker who, at the time of hiring or within the last twelve months, satisfies at least one of the following categories:
 1. Experiencing or at risk of homelessness
 2. Being a custodial single parent
 3. Currently receiving public assistance
 4. Lacking a GED or high school diploma
 5. Having been continuously unemployed or underemployed for the past 6 months
 6. Having been emancipated from the foster care system

Exhibit A

7. Being a veteran of the United States Military
8. Being a member of a tribal community
9. Having a previous incarcerated or justice involvement history
10. At-Risk Youth: a person 18-24 years old who is disconnected from school and/or work
11. Low income (household income is below the current HUD threshold for Low Income Households in their county of residence)

II. PROJECT SELECTION METHODOLOGY

Projects will be prioritized for selection based on EBCE's evaluation of the criteria set forth below.

A. Contributions to EBCE's 100% Renewable Energy by 2030 Goal

1. Assessment and evaluation of proposed projects' operational performance and market economics to ensure selected projects maximize regulatory and market value to EBCE and its customers.
2. Assessment and evaluation of Counterparty and Development Risk.
3. Avoids unbundled or Category 3 RECs and non-RPS carbon-free attributes

B. Workforce and Local Workforce Development

EBCE is committed to stimulating our local economy through, among other measures, supporting Projects committing to apply prevailing wage rates, supporting participants and/or graduates of apprenticeship and pre-apprenticeship programs, supporting a local Skilled and Trained Workforce, and to achieve EBCE's local and targeted hire objectives.

1. EBCE will prioritize Energy Offtake Agreements where the developer is committed to:
 - a. Highest priority projects will commit to:
 - i. A multi-trade project labor agreement that incorporates EBCE's Local and Targeted Hire objectives as follows:
 1. A goal of 30% of all project labor hours performed by Local Hires, and;
 2. Participation in a Targeted Hire Program with a goal of 10% of all project hours performed by Under-Represented Worker apprentices.
 - b. Medium-priority projects will commit to:
 - i. Utilization of a Skilled and Trained Workforce and commitment that construction work will be performed by appropriate Journeypersons and apprentices from a state-approved apprenticeship training program; and
 - ii. Utilization of prevailing hourly wage and benefit rates as determined by the California Department of Industrial Relations.

Exhibit A

- iii. Demonstrated commitment to Local and Targeted Hire, including utilization of a multi-craft core curriculum (MC3) pre-apprenticeship program, or equivalent industry and union-recognized pre-apprenticeship certification, for outreach, preparation, support and referral of Targeted Hires.
 - c. Low-priority projects would fail to meet II.B.1.a or II.B.1.b above but may demonstrate other commitments to local workforce development.
2. When considering contractors or developers for EBCE-owned energy generation or storage projects requiring a Large Generator Interconnection Agreement from the California Independent System Operator (currently 20MW and above, but subject to change from time to time), EBCE shall commit to:
 - a. Negotiate a multi-trade project labor agreement that will incorporate EBCE's local and targeted hire objectives as follows:
 - i. A goal of 30% of all project labor hours performed by Local Hires, and;
 - ii. Participation in a Targeted Hire Program with a goal of 10% of all project hours performed by Under-Represented Worker apprentices..
3. When considering contractors or developers for EBCE-owned energy generation or storage projects requiring a Small Generator Interconnection Agreement from the California Independent System Operator (currently applies to projects under 20MW, but subject to change from time to time), EBCE will commit to:
 - a. Utilization of a Skilled and Trained Workforce and a commitment that construction work will be performed by appropriate Journeypersons and Apprentices from a state-approved apprenticeship training program.
 - b. Utilization of prevailing hourly wage and benefit rates as determined by the California Department of Industrial Relations.
 - c. Demonstrated commitment to Local and Targeted Hires.
 - i. A goal of 30% of all project labor hours performed by Local Hires while incenting, through a negotiated contract structure, the contractor or developer to achieve a minimum of 60% of all project labor hours performed by Local Hires, and;
 - ii. Participation in a Targeted Hire Program with a goal of 10% of all labor hours performed by Under-Represented Worker apprentices, while incenting, through a negotiated contract structure, the contractor or developer to achieve the 10% goal.

C. Innovation

EBCE recognizes that reaching 100% Renewable Energy by 2030 will require significant improvements and innovation in battery technologies, renewable baseload, dispatchable renewable resources, and renewable generation technologies, among other opportunities.

1. EBCE will prioritize projects that accelerate decarbonization, provide local resiliency, provide EBCE a competitive advantage, and/or reduce costs

Exhibit A

for EBCE customers while remaining cost competitive with established market alternatives. Innovation will be recognized among projects that:

- a. Include new or improved technologies or methodologies with a demonstrated potential feasibility;
- b. Achieve scale for existing technologies to benefit EBCE customers; or
- c. Reduce or eliminate barriers to adoption of local scaled technologies.

D. Location

EBCE prioritizes projects in the following order:

1. Projects located within EBCE's service territory
2. Projects located within California.
3. Out-of-state projects

E. Environmental Stewardship

EBCE is committed to leading by providing customers with energy that delivers benefits for air, water, and the natural environment while avoiding impacts to important lands, species, and waters.

1. EBCE will prioritize projects that:
 - a. Avoid sensitive habitats for any endangered plant or animal species or other environmentally sensitive areas¹ and comply with conservation plans such as the Desert Renewable Energy Conservation Plan (DRECP)²;
 - b. The developer and local land use authority have established an enforceable development agreement which, in part, sets forth measures to mitigate impacts to sensitive habitat or environmentally sensitive area; then
 - c. The developer commits to measurable offset efforts within the vicinity of the proposed project.

F. Benefits Accruing to Underserved Communities

EBCE seeks to deliver economic, environmental, and social benefits to the communities that it serves by providing cleaner electricity at competitive rates, developing local resources that drive new investments, and creating increased demand for high-paying jobs. EBCE is committed to helping low-income and environmental justice communities overcome barriers to their access to public investments, resources, education, and information about energy service and policy.

EBCE will prioritize projects that:

1. Invest in low-income and environmental justice communities

¹ Refer to Nature Conservancy's [Power of Place West](#) Report (2022).

² Refer to [Desert Renewable Energy Conservation Plan \(2016\)](#).

Exhibit A

2. Demonstrate contact and collaboration with local community organizations and stakeholder groups representing a broad diversity of demographics and interests, particularly low income and environmental justice communities, to identify and address benefits and impacts of projects and ensure project benefits are communicated and accessible to the local community.
3. Commit to meaningful engagement³ with local communities throughout the entitlement and construction processes to identify and address benefits and impacts of projects and ensure project benefits are communicated and accessible to the local community.

III. EVALUATION, SELECTION AND REPORTING

- A. EBCE will assess and select project proposals in accordance with this Project Selection Methodology and report detailed results of such assessment at the time of the project approval.
- B. EBCE's annual report will compile and report information regarding the impact of the Project Selection Methodology.

IV. CA COMMUNITY POWER

- A. EBCE's representative to the CA Community Power Board shall advocate for adoption of a CA Community Power Workforce, Environmental, and Environmental Justice Standards for Clean Energy Project Selection Policy consistent with the terms of this resolution.
- B. EBCE's representative to the CA Community Power Board shall advocate to form a public advisory committee, including labor, environmental and equity representatives, to ensure transparency and public engagement in CA Community Power's operations and procurement practices.

³ Meaningful engagement means implementing five recommendations for best practices from [Building a Just Energy Future - A framework for community choice aggregators to power equity and democracy in California, 2020 report by the California Environmental Justice Alliance](#)

Exhibit B

Member Lutz memorial comments for Al Weinrub

As Anne Olivia said earlier Al Weinrub died last month. I would like to say a few words of tribute to him.

I don't know how many of you knew him, but Al is one of the main reasons we have EBCE in Alameda county today. His persistence and vision were crucial to the campaign to create EBCE, and one of the reasons the CAC is an integral part of it.

I first met Al Weinrub when he was one of the organizers of the amazing series of Clean Power, Healthy Community conferences starting more than a decade ago at the end of the oughts. I think it's fair to say those conferences were the genesis of vision and organizing that led to EBCE. Back then he was key to setting the theme of the conferences and recruiting speakers.

I didn't realize until the very recently that the Energy democracy phase was just a part of his 50 years of social and economic justice activism. Maybe as consequence of this long activism, he had an ability to find inspiring organizers and speakers, challenge them to do more, to think more clearly and then help them thoughtfully work together to create powerful campaigns and movements.

Al was a prolific writer of well documented essays, white papers he called them, using his long experience and keen insight to point out when something was wrong and how to fix it. Practical, but not bound to staying in the accepted channels, he was not at all shy about calling bullshit when he saw it. Most often that would when someone was trying to hide something with confusing jargon or misapplied assumptions.

Al was not all serious. He certainly had a dry wit. In relaxed moments, a side of him I enjoyed watching, was his occasional propensity to tell tall tales. These tales would start out based in reality. Then he would see how far along he could string you as the stories got more and more fantastical.

In the past couple years Al had been particularly disappointed by EBCE, and had turned more to other efforts. As he saw it, the vision of local clean energy in the service of community health and economic justice was being repeatedly thwarted by EBCE's unrelenting efforts to become an acquiescent lapdog of the CPUC/PG&E vision of centralized for-profit electricity. Instead of the LCEA pushing EBCE to go faster and deeper on local clean energy, most of it's effort were instead being used up just trying to keep EBCE from going completely off track. For example, very little of EBCE's generation is purchased from inside our territory. Most of the big projects are hundreds of miles away. Some are even out of state. EBCE also keeps trying to covertly purchase nuclear power from Diablo Canyon and more recently has been trying donate money to the wealthy Salesforce owner's favorite children's hospitals.

I don't think Al was ever satisfied with what he had accomplished. He was always looking to expand efforts and start new campaigns, many of which have grown and changed over the years.

Al your example of thoughtful, inclusive, persistent efforts to make the world a better place for everyone have been an inspiration to me. And I will try my best to live up to your example.

Al, we miss you



CAC Item C5

Staff Report Item 14

TO: East Bay Community Energy Board of Directors

FROM: Kelly Brezovec, Director, Account Services

Contributors: Jin Ruan, Energy Analyst - Financial Modeler
Shannon Rivers, Virtual Power Plant Manager
Feliz Ventura, Resilience Programs Manager
Doug Allen, Modeler-in-Chief
Michael Quiroz, Sr Regulatory Analyst

SUBJECT: Informational Discussion on the Net Billing Tariff as a Successor to the Net Energy Metering 2.0 Tariff

DATE: September 20, 2023

Recommendation

Receive an update on staff plans to address the Net Billing Tariff (NBT) as a successor to Net Energy Metering (NEM) 2.0.

Background

EBCE regulatory staff has been tracking the NEM 2.0 successor tariff, and presented on major developments at the [December 2022 Board of Directors meeting](#). At that time the Commission had not yet finalized their decision. Since then, the Net Billing Tariff was approved on December 15, 2022.

In 1995, the first Net Energy Metering tariff was established through the passage of SB 656. NEM 1.0 was a tariff favorable to mid-day solar production, such that customers were compensated for generating solar in excess of what they consumed. NEM 1.0 is responsible for starting the annual credit cycle and true-up process, which serves as a mechanism to compensate customers for their solar generation. On a monthly interval, credits are provided to customers at the retail rate that can be used to offset energy usage. Annually, at an event called the “true-up,” the customer is paid out at the Net Surplus Compensation (NSC) rate, which is similar to a market-based rate, for excess solar generation. The customer’s NEM credits then reset and they start again for another 12 month cycle. Customers were granted a

20 year interconnection agreement and a guaranteed 20 years on this tariff, which was available through 2017.

NEM 2.0, the successor to NEM 1.0, is very similar to NEM 1.0, but requires a time-of-use (TOU) rate for all NEM customers where rates differ depending on the time of day. Lower retail rates are mid-day in response to the glut of solar on the grid and higher rates are charged in the late afternoon and early evening when demand peaks and solar production wanes. Usage and generation are netted based on the TOU period. NEM 2.0 customers are also responsible for non-bypassable charges, such as the Public Purpose Programs charge. Annual payouts are provided at NSC rates. Customers on this tariff were given 20 years to remain on NEM 2.0, with the legacy period remaining with the solar system itself. NEM 2.0 was offered to solar systems with applications received from 2017 through April 14, 2023. We can expect NEM 2.0 customers to transition to NBT starting in 2037.

Net Billing Tariff (NBT) is the successor to NEM 2.0. Rather than receive the retail rate for generation that is exported to the grid, customers receive compensation at a new Avoided Cost Calculation (ACC) rate, also called the Energy Export Credit. The ACC is a tool used by the California Public Utility Commission (CPUC) to determine the value of onsite solar and other distributed energy resources. The ACC varies by the hour and the month. Spring and summer mid-day ACC prices are the lowest while late summer early evening prices are the highest. ACC pricing is aligned with historic California Independent System Operator, or CAISO, energy demand and availability. There is a “glidepath” for new NBT customers, which provides a small adder, or increase, to the established ACC rates to help ease the transition from NEM 2.0 to NBT.

See Table 1 for a comparison summary of NEM 1.0, NEM 2.0, and the NBT.

Click here to enter text. Table 1: Summary of NEM 1.0, NEM 2.0, and NBT

	NEM 1.0 1996-2017	NEM 2.0 2017-Apr. 14, 2023	NBT Apr. 15, 2023 - present
Rate Schedule	Any	TOU rates (4-9 pm peak rates)	Residential customers are required to be on a TOU Electrification Rates (4-9pm peak, 3pm-12am partial peak)
Value of solar used concurrently on-site	Offsets imports, equivalent to retail rate	Offsets imports, equivalent to retail rate	Offsets imports, equivalent to retail rate

Value of solar exported to grid	Full retail rate	Retail rate minus non-bypassable charges	Avoided Cost Calculation (ACC) price per hour, with an adder for low income customers.
Netting methodology	Imports are netted against exports	Imports are netted against exports within each TOU interval	Imports are charged at the retail rate, exports are compensated at ACC. Energy use is no longer netted.
Net Surplus Compensation (NSC) payment at true-up	Net exports times NSC rate	Net exports times NSC rate	Net exports times NSC rate, minus ACC export value already granted
Billing and true-up period	Annual billing, annual true-up (both charges and credits roll over for 12 months)	Annual billing, annual true-up (both charges and credits roll over for 12 months)	Monthly billing and payment; annual true-up (credits roll over for 12 months)
Legacy Period	20 Years, tied to the system	20 Years, tied to the system	9 Years, tied to both the system AND the customer as a unit.

California Public Utilities Commission Goals

The California Public Utilities Commission (CPUC) has had a different set of goals with each iteration of the Net Metering Tariff (now, Net Billing Tariff).

NEM 1.0 was developed to promote rooftop solar and diversify the energy resource mix. The tariff favored the midday peak solar production and credited customers at the full retail rate. While NEM 1.0 was successful at its goal of proliferation of rooftop solar, this is when the state started to grapple with the infamous duck curve that aligned with abundant mid-day solar.

California's duck curve is getting deeper

CAISO lowest net load day each spring (March–May, 2015–2023), gigawatts

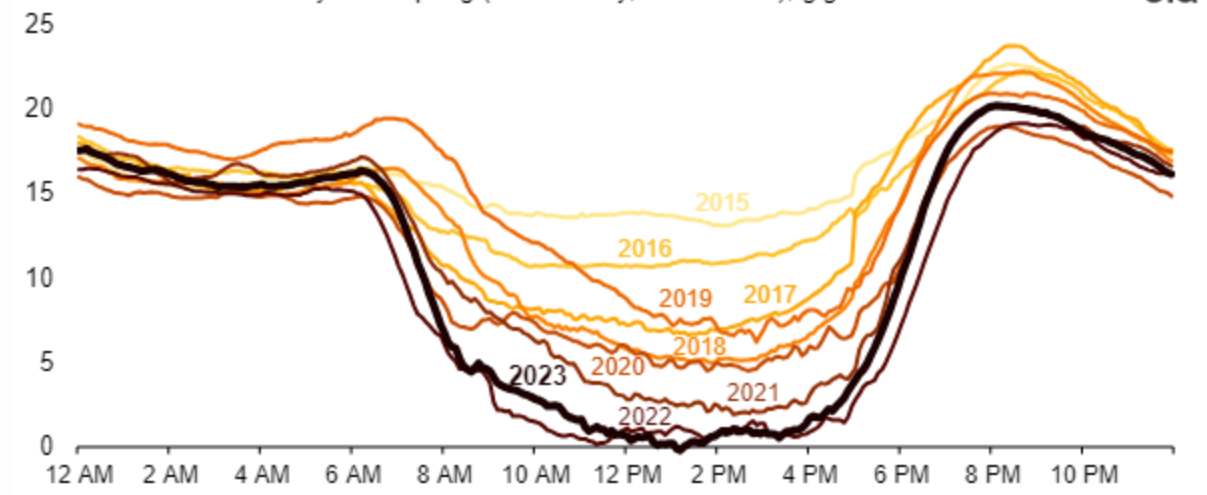


Figure 1: The Duck Curve¹

NEM 2.0 was the CPUC's first attempt to align the compensation structure closer to costs by way of TOU rates configured to match supply. NEM 2.0 also included requirements to pay non-bypassable charges, including a minimum delivery fee.

NEM 1.0 and NEM 2.0 have shown to increase pricing to non-NEM customers by paying an artificially high price for inexpensive mid-day energy generation to NEM customers. The CPUC's study by Energy + Environmental Economics and Verdant estimates that NEM 2.0 customers annually shift about \$2,600 of their energy cost burden to non-NEM customers² (for both generation and delivery).

NBT is designed to better align generation compensation (the ACC, or avoided cost calculation) for customer-sited solar with the actual net benefits provided to the grid. NBT's structure encourages on-site battery storage, which could help to flatten the duck curve.

Implementation Schedule

There are two groups of customers that will initially be eligible for NBT:

1. Customers that completed their self-generation application after April 14, 2023 will be automatically placed on NBT.
2. Customers that have completed 20 years on NEM 1.0 will transition to NBT at their next PG&E delivery true-up.

¹ From *As solar capacity grows, duck curves are getting deeper in California*, June 21, 2023 from the U.S. Energy Information Administration at: <https://www.eia.gov/todayinenergy/detail.php?id=56880>

² From *Cost-effectiveness of NEM Successor Rate Proposals under Rulemaking 20-08-020*, May 28, 2021. Page 29 at: <https://willdan.app.box.com/s/3jpscul3lbt0f5erje7f4bkqkk96uahp/file/816006172639>

Given the complexities of this new tariff, PG&E's billing systems are not ready to bill on NBT, which they are calling "Solar Billing Plan," or SBP. PG&E expects to have their residential SBP operations ready by December 2023 and non-residential prepared by July 2024. Once the billing systems are ready, customers will transition to SBP based on their PG&E delivery true-up date.

Underlying Limitations and Opportunities

Price and Billing Signals

EBCE customers are also PG&E customers for delivery service. Since PG&E will be billing for delivery charges on the Solar Billing Plan tariff, customers will receive the price signals from this portion of their bill and will feel that change from NEM 2.0 to SBP. For customers installing today, they'll be basing their purchase decision on SBP models, as solar providers have historically used only PG&E pricing to model solar performance.

Data Opportunities

Considering two-way meter channel data (both imports and exports) may lead to enhanced understanding of customer usage and generation patterns, allowing for more targeted incentive opportunities. Ingesting and using hourly billing quality meter data is also a global requirement as we look to tariffs of the near future, like Day Ahead Real Time Pricing.

Customer Opportunities and Legacy Systems

Customers are not without agency in this tariff change. While NBT does not offer the retail rate for exports, energy generated and used onsite without being exported is still "worth" the retail rate. Customers can see value on the NBT rate by installing a smaller solar system to offset their "base" or "always-on" load, shifting their demand to meet their own generation supply, or adding battery storage to take advantage of higher retail rates in the late evening hours, either to offset their own energy use during peak hours, or benefitting from the higher export rates.

Customers are also allowed 20 years on NEM 2.0. EBCE will continue to offer NEM 2.0 through 2044, accounting for the legacy period of customers who are just installing their systems today and through 2024. EBCE serves 63,000 customers on NEM 1.0 and NEM 2.0 today. Based on historic installation data, staff expects to see a steady, but slow transition of customers from NEM 1.0 and 2.0 over to NBT. Over half of today's NEM customers won't transition to NBT until 2038, as shown in Figure 2.

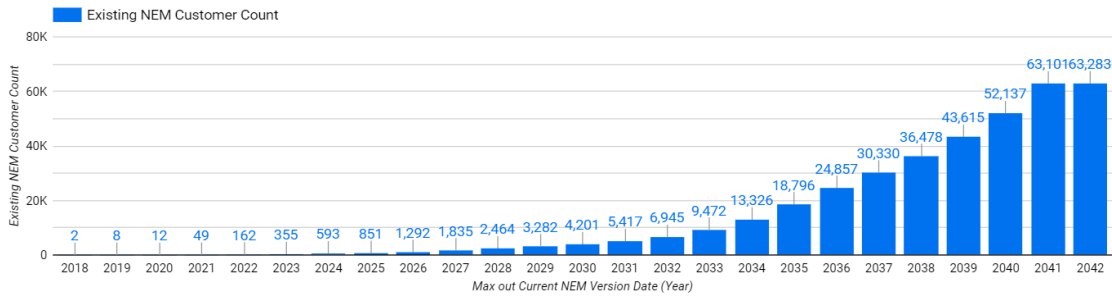


Figure 2: Charting customers transition dates, NEM 1.0 and 2.0 to NBT (EBCE data)

Status

Staff is exploring the impacts to both our customers and our organization of mirroring NBT as prescribed by the CPUC and largely as implemented by PG&E. Staff is using current customer usage and generation data to model ways for customers to maximize their rooftop solar system to benefit their energy bills, as well as add-ons like battery storage that can help reduce both bills and grid reliability. In the meantime, our billing agent is developing requirements to bill customers on SBP.

Today, EBCE offers a bonus credit to our low-income NEM customers and we continue to discuss equity concerns, including ways to assist in development of rooftop solar and battery storage by way of increasing the export credit. The ACC, or energy export credit, already includes an adder for low-income customers. Staff may look to increase the value or duration of this adder.

Staff is also exploring incentives for customers that use batteries per our time requirements. Battery storage and discharge at the right times helps with overall grid stability and helps reduce EBCE procurement costs, which can be passed on to all customers.

Staff expects to return to the Board no later than December 2024 with a proposal for how EBCE will implement a successor to the NEM 2.0 tariff.

Fiscal Impact

Staff is modeling fiscal implications of options for a successor tariff to NEM 2.0.

Attachments

- A. Presentation

SEPTEMBER 20, 2023

Informational Discussion on the Net Billing Tariff as a Successor to the Net Energy Metering 2.0 Tariff



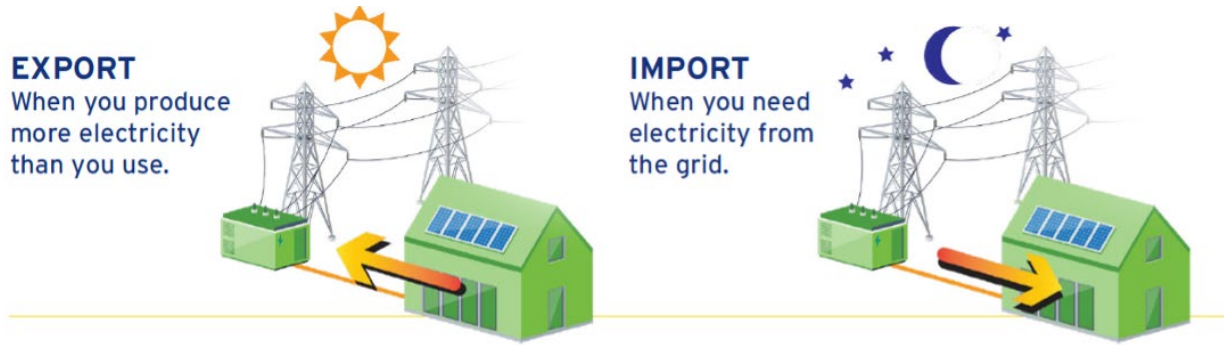
Introduction - What is Net Energy Metering?

Net Energy Metering (NEM) is the historic billing methodology used to compensate customers for excess energy produced by their own systems, like rooftop solar. NEM also defined how this compensation was handled vis-a-vis customer usage.

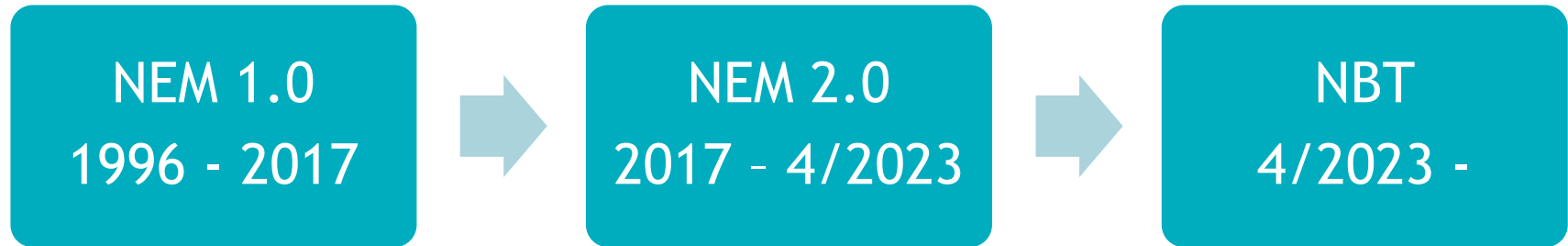


Introduction - What is Net Billing Tariff?

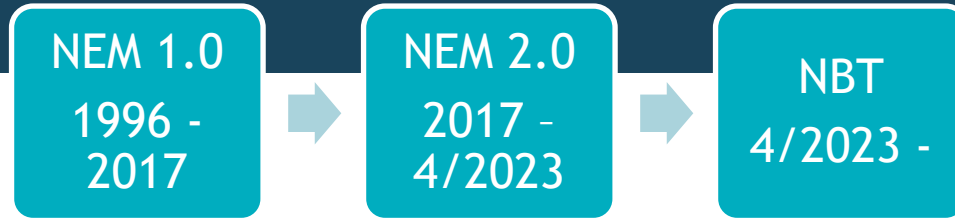
Net Billing Tariff (NBT) is a new compensation tariff approved by the CPUC on December 15, 2022. Energy exports, or excess generation is "sold" back at one price and energy imports, or electricity used from the grid, is purchased at the standard customer rate.



Timeline

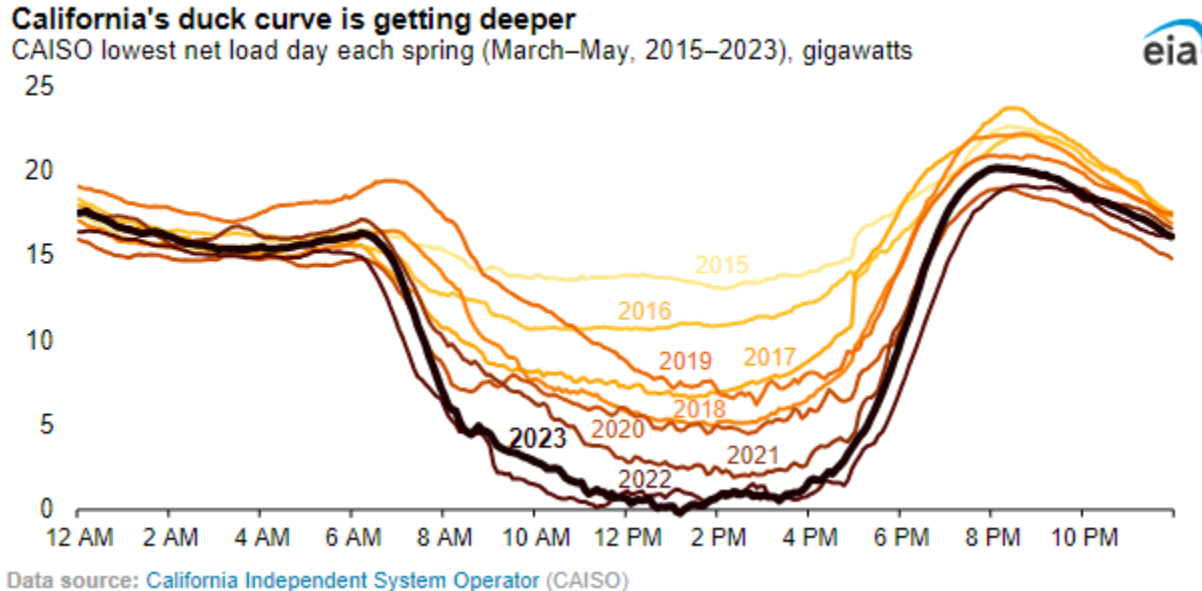


CPUC Goals

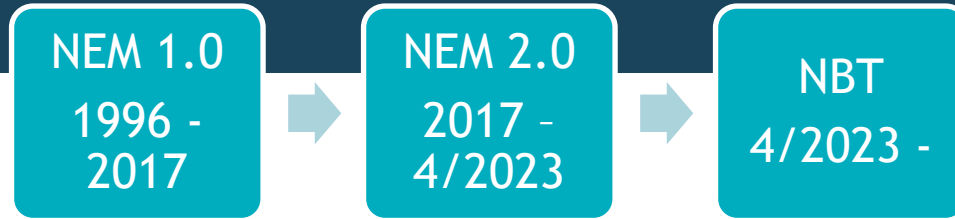


NEM 1.0	NEM 2.0	NBT
<ul style="list-style-type: none">• Promote rooftop solar• Diversify resource mix• Tariff favored mid-day solar production	<ul style="list-style-type: none">• More closely align compensation closer to cost via TOU rate• Require participants to pay non-bypassable charges	

The Duck Curve



CPUC Goals



NEM 1.0	NEM 2.0	NBT
<ul style="list-style-type: none">• Promote rooftop solar• Diversify resource mix• Tariff favored mid-day solar production	<ul style="list-style-type: none">• More closely align compensation closer to cost via TOU rate• Require participants to pay non-bypassable charges	<ul style="list-style-type: none">• Continued refinement of compensation related to net benefits to the grid• Allow for continued growth of self-generation

Solar Metering Tariffs: Side-by-Side

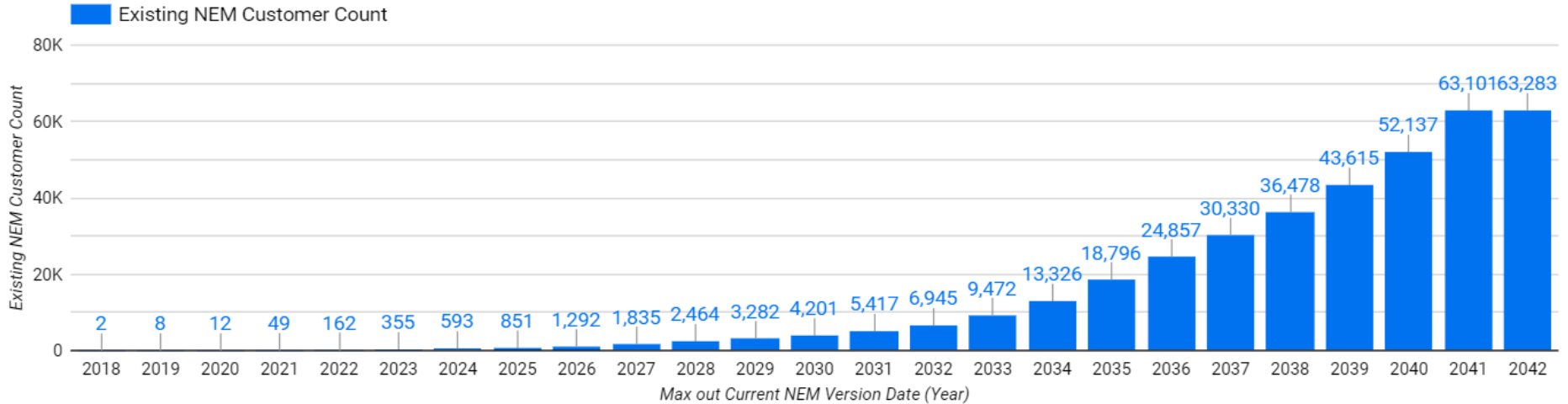
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Netting methodology	Imports are netted against exports	Imports are netted against exports within each TOU interval	Imports are charged at the retail rate; exports are compensated at ACC. Energy use is no longer netted.

Customer Transitions from NEM 1 and 2 to NBT

Attachment Staff Report Item 14

Cumulative Customer Count Eligible for NBT



- Staff is exploring the impacts of mirroring NBT as prescribed by the CPUC, as well as looking for opportunities to customize the tariff for our customers and agency
- Exploring questions such as:
 - How can NBT create value for our solar customers as well as our other customers?
 - How will EBCE continue to support our low-income customers?
 - Battery storage and timely discharge can help with overall grid stability. Battery storage can also help reduce customer bills and increase the value of rooftop solar. Is there an opportunity for a program to help encourage battery adoption?
- Staff expects to return to the Board no later than December 2024 with a proposal for how EBCE will implement a successor to the NEM 2.0 tariff

Thank You!



Questions? Give us a call:
1-833-699-EBCE (3223)



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customer-support@ebce.org

Español
ebce.org/es

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CAC Item C6
Staff Report Item 12

TO: East Bay Community Energy Board of Directors

FROM: Izzy Carson, Power Resources Manager

SUBJECT: Emissions Overview (Information Item)

DATE: October 18, 2023

Recommendation

Receive a presentation showing the history of the Bright Choice plan's emission factor and future emission reduction targets.

Background and Discussion

Staff is presenting an overview of the Bright Choice plan's emission factor to the Board. This presentation is in response to requests for additional information on Bright Choice emissions and the history and methodology of how this is calculated.

Bright Choice History

In October 2018, the Board adopted a 2018 calendar year emission factor of 142 pounds of carbon-dioxide equivalent per mega-watt hour (lb-CO₂^e/MWh) for the Bright Choice energy product, a product approved in 2018 that was established to provide a choice for customers for electricity at a lower price than PG&E as a comparable renewable product.

2020 Changes Impacting Procurement and Emissions Reporting

Carbon Free Allocation

In 2019 Pacific Gas and Electric (PG&E) initiated a formal large hydro and nuclear electricity allocation process determined by load share, with deliveries starting in 2020. The acceptance of this allocation did not have incremental cost to Community Choice Aggregators (CCAs) due to the Power Charge Indifference Adjustment (PCIA), a non-by passible charge set annually, under which all customers pay.

The fundamental question of whether to accept nuclear electricity from the allocation came down to a trade-off between having nuclear electricity as part of East Bay Community Energy's (EBCE) portfolio and lower greenhouse gas (GHG) emissions, or not having nuclear and accepting higher GHG emissions. Ultimately the Board elected to accept the large hydro allocation and reject the nuclear allocation.

With the introduction of the Carbon-Free Allocation, EBCE's large hydro portfolio was expected to be more in line with PG&E, and therefore renewable energy was a more appropriate focus.

Bright Choice Procurement Floor

In 2020 the Bright Choice renewable target was amended to establish a clean energy procurement floor that was intended to be higher than PG&E. The procurement floor was derived based on PG&E's prior year renewable energy power content forecast, plus an additional 5% renewables.

While the 5% buffer was included to mitigate uncertainty in PG&E's provided forecast, it was noted at the April 2020 Board meeting that there was a possibility that in a given year EBCE's renewable percentage may be less than PG&E's. This approach did have increasing forecasting challenges due to a lack of visibility into PG&E's annual renewable target. Furthermore, the reporting lag on power content means that actual values are not fully validated until their Power Content Label is produced, which occurs in the Fall of the year after the power is procured.

Assembly Bill (AB) 1110

In 2016, AB 1110 was passed which modified the Power Source Disclosure Report (PSDR) methodology and impacted the information shared with customers on the Power Content Label (PCL). The new methodology required electricity suppliers, EBCE included, to disclose the GHG emissions intensity associated with its electricity sources. The California Energy Commission (CEC) updated the PSDR regulations implementing AB 1110 effective May 2020.

AB 1110 required that emission factors could only be marketed using the newly adopted PSDR regulations methodology and that other methods for calculating emissions factors like The Climate Registry (TCR), a national emissions accounting methodology that was widely used by load serving entities, including CA utilities, CCAs and cities could not be used for calculating and disclosing emission factors to customers. The global emissions perspective of TCR was replaced with a California specific methodology, with the most significant change being in the application of the associated GHG emissions from firm and shaped Renewable Energy Credit (REC) purchases, also known as Portfolio Content Category (PCC) 2 RECs. PCC2 RECs are a California Renewable Portfolio Standard (RPS) renewable product that are by in large solar, wind and hydro resources, generated outside of California. Under the new CA specific methodology, these PCC2 RECs, regardless of source, are given an equivalent emissions factor equal to unspecified power, resulting in a material increase in reported emissions.

Path to Zero Emissions 2030

In December of 2020, the Board adopted a clean energy goal for all electricity within EBCE's portfolio to have zero net emissions by 2030. In April of 2022, a path to reach that zero

emissions goal was approved by the Board, which included annual targets for renewables and large hydro (as a percentage of sales) to reach that goal. Two months later in June of 2022, the renewable targets were increased by an additional 5%.

The path to zero emissions also removed the use of Pacific Gas and Electric’s (PG&E) prior year renewable content forecast as the basis for the annual procurement floor for Bright Choice. This step de-coupled the renewable content of Bright Choice from PG&E renewable content forecasts and established the annual steps that would lead to zero emission electricity in 2030.

Bright Choice Annual Renewable and Carbon Free Electricity Targets

The table below shows renewable and carbon free content targets through 2030 for Bright Choice, including estimates for unspecified power based on those targets, as well as estimates for emission factors in future years, and the CA RPS percentages for comparison. The totals for 2018 through 2022 represent actual sales and electricity purchases.

Table 1: Bright Choice: Renewable, Carbon Free Percentages by Year, Unspecified Power estimates and PCL Emissions Factor for Bright Choice

Year	Bright Choice				CA-RPS %
	Renewable %	Carbon Free %	Unspecified %	PSDR Emission Factor	Renewable %
2018	41%	62%	38%	<i>n/a</i>	29%
2019	60%	87%	13%	<i>n/a</i>	31%
2020	40%	55%	45%	591	33%
2021	42%	60%	40%	564	36%
2022	49%	72%	28%	496	39%
2023	49%	66%	34%	521	41%
2024	52%	71%	29%	455	44%
2025	56%	76%	24%	387	47%
2026	60%	81%	19%	315	49%
2027	64%	85%	15%	241	52%
2028	67%	90%	10%	163	55%
2029	71%	95%	5%	83	57%
2030	75%	100%	0%	-	60%

There are two primary factors influencing Bright Choice emissions. The largest source of emissions in EBCE’s portfolio is power content from emitting generation sources and for Bright Choice this is unspecified power which is the balance of carbon free electricity purchases (which includes renewable) and total sales. Unspecified electricity is not purchased for Bright Choice for content purposes but is reflective of the total sales net of carbon free content. The second factor influencing the Bright Choice emissions is renewable content from PCC2 RECs since the PSDR emissions reporting regulations require EBCE to report emissions for these renewable purchases when the source of the energy is not specified. Annual increases in the renewable and carbon free content result in annual reductions in the emission factor and unspecified power for Bright Choice.

Not shown in the above table but reflected in the estimates for emission factors is an annual reduction in the purchase of PCC2 RECs for the Bright Choice plan whereby 2030 all of the renewable electricity for Bright Choice would come from PCC1 RECs.

Fiscal Impact

There are no fiscal impacts as this item provides information only on Bright Choice product emissions.

Attachments

- A. Presentation

OCTOBER 18, 2023

Bright Choice Emissions Overview



Overview

- What is Power Content
- EBCE Product Overview
- Renewable Energy Credits and Portfolio Content Category Classifications
- EBCE Bright Choice Target History
- PG&E Carbon Free Allocation
- Bright Choice Amendment to Power Content
- Emissions Accounting Methodology
- Where we are now
- CCA Comparison

What is the Power Content Label (PCL)?

PCL

- Published annually, based on prior calendar year generation from owned or contracted-for resources
- Detailed breakdown on sources of energy used to provide electricity
- Resembles a nutrition label for electricity
- The PCL submission is reviewed and approved by the CEC

2022 POWER CONTENT LABEL									
East Bay Community Energy									
https://ebce.org/key-documents/									
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)				Energy Resources		Renewable 100	Brilliant 100	Bright Choice	2022 CA Power Mix
Renewable 100	Brilliant 100	Bright Choice	2022 CA Utility Average	Eligible Renewable ¹		100.0%	35.8%	49.4%	35.8%
0	0	496	422	Biomass & Biowaste		0.0%	0.0%	1.5%	2.1%
				Geothermal		0.0%	0.0%	0.8%	4.7%
				Eligible Hydroelectric		0.0%	0.0%	1.4%	1.1%
				Solar		50.0%	17.9%	18.1%	17.0%
				Wind		50.0%	17.9%	27.6%	10.8%
				Coal		0.0%	0.0%	0.0%	2.1%
				Large Hydroelectric		0.0%	64.2%	21.9%	9.2%
				Natural Gas		0.0%	0.0%	0.0%	36.4%
				Nuclear		0.0%	0.0%	0.2%	9.2%
				Other		0.0%	0.0%	0.0%	0.1%
				Unspecified Power ²		0.0%	0.0%	28.4%	7.1%
TOTAL		100.0%	100.0%	100.0%	100.0%				
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :						0%	0%	1%	
<p>¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.</p> <p>²Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.</p> <p>³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.</p>									
For specific information about this electricity portfolio, contact:						East Bay Community Energy 1-833-699-EBCE (3223)			
For general information about the Power Content Label, visit:						https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program			

EBCE's Customer Products

Renewable 100

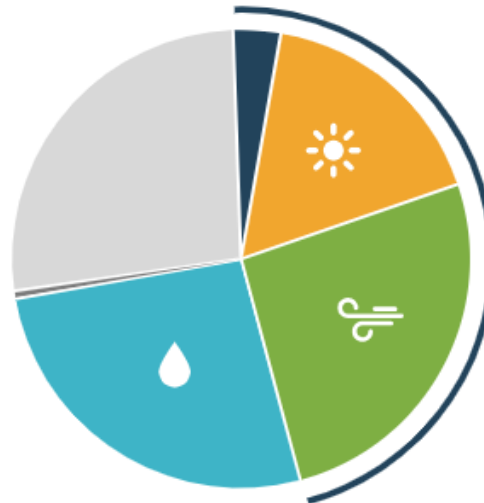
100% renewable energy from California solar & wind power at a slightly higher price than PG&E



100% eligible renewable

Bright Choice

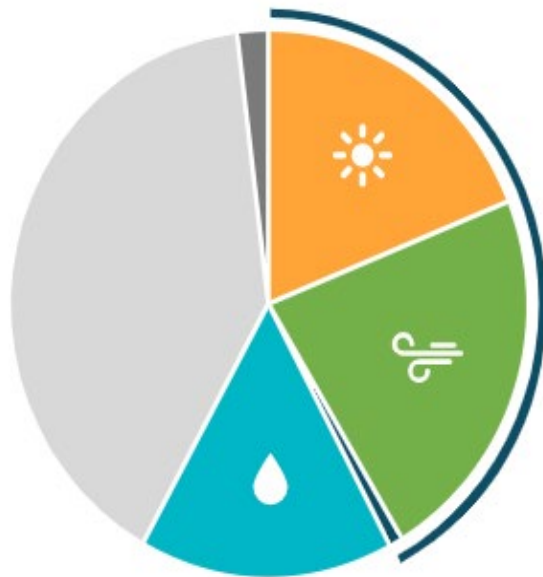
Our basic plan, which costs less than PG&E



49.4% eligible renewable energy

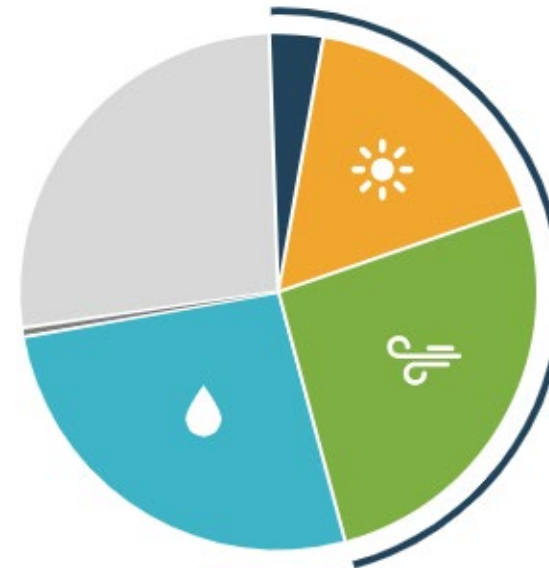
EBCE Bright Choice Comparison

2021



42.3% eligible renewable

2022



49.4% eligible renewable energy

KEY

- Wind
- Solar
- Hydro
- Biomass & Biowaste, Geothermal, Eligible Hydroelectric
- Other or Unspecified
- Nuclear

Renewable Energy Credits and Portfolio Content Category Classifications

PCC 1	Energy and REC are from same source and delivered into a California Balancing Authority (CBA) without any substitution
PCC 2	Substitute Energy not from the same source as REC
PCC 3	Electricity Products Not Qualified as PCC 1 or PCC 2, Including Unbundled RECs

Bright Choice History

Bright Choice plan was created to provide electricity to customers at a lower price than PG&E as a comparable product.

2018 – Bright Choice was a Board approved product, with an approved power content set at 85% carbon free

- October 2018 – Board approved use of The Climate Registry (TCR) carbon accounting methodology and 2018 calendar year emissions factor target of 142 lb-CO₂e/MWh (Actual 2018 emissions was 101 lb-CCO₂e/MWh)
- TCR is a national emissions accounting methodology that was widely used by load serving entities, including CA IOUs and CCAs, and cities

2019 PG&E Carbon Free Allocation

- PG&E initiated a formal large hydro and nuclear allocation process determined by load share, with deliveries starting in 2020. The acceptance of this allocation had zero incremental cost to CCAs due to PCIA
- EBCE initiated discussions in the November 2019 ExComm meeting followed by extensive discussions on risks, benefits, and costs with the Board and CAC at the December 2019 and January 2020 Board meetings
 - Fundamental question for accepting nuclear or not came down to a trade-off between having nuclear and lower greenhouse gas emissions, or not having nuclear and **accepting higher greenhouse gas emissions**
 - EBCE board elected to accept the large hydro allocation



2020 Amendment to Bright Choice Power Content Guidelines

- With the introduction of the carbon free allocation, EBCE's large hydro portfolio content was expected to be generally in line with PG&E, and therefore Renewable Energy was a much more appropriate focus
- Renewables target was amended to reflect a clean energy procurement floor based on PG&E's prior year renewable energy power content forecast + 5% buffer for uncertainty

$$2020 \text{ Bright Choice Renewable \%} = [2019 \text{ PG\&E Renewable Forecast}] + 5\% = 39.5\%$$

- Challenges existed under this approach due to lack of visibility into PG&E's annual renewable target and a changing RPS banking strategy. Furthermore, the reporting lag means that actual values are not fully validated until the fall of the year after the power is procured

Assembly Bill (AB) 1110

- Regulations modifying power content reporting methodology and emissions accounting methodology were initially implemented in 2020.
- AB 1110 fundamentally required replacing the previously accepted TCR emissions methodology, which took a global emissions perspective, with a California-centric emissions methodology
- Requires retail sellers to:
 - Include emissions from PCC 2 RECs resulting in a material increase in reported emissions
 - Resources, regardless of source (solar, wind, hydro) are given an equivalent emissions factor based on imported energy into CAISO, typically unspecified system power.

Where are we now?

- In December 2020, the Board adopted a clean energy goal for all electricity within EBCE's portfolio to have zero net emissions by 2030
- In April 2022, a path to reach that zero emissions goal in 2030 was approved, which included annual targets for renewable and large hydro (as a percentage of sales)
- 2022 and 2023 Targets were increased by an additional 5% in June 2022:

2022: Renewables 45% → 50%; Carbon Free 63% → 68%
 2023: Renewables 49% → 54%; Carbon Free 66% → 71%

- 2023 and 2024 Targets were increased by an additional 5% and 10% respectively in June 2023
- **Increase applied to either renewable or carbon free target**

2023: Renewables 49% → 54%; Carbon Free 71% → 76%
 2024: Carbon Free 71% → 81% (can be either RE or CO2 free)

Where are we now?

2022 (actuals): Renewable: 49.4%; Carbon Free:71.4%; Unspecified Power: 28.4%
 2023: Renewable target: 54%; Carbon Free target: 76%; unspecified target: 24%
 Current 2024: Carbon Free target: 81% (can include RE or CO2 free)

Year	Bright Choice					CA-RPS %
	Renewable %	Carbon Free %	Unspecified %	TCR*-Emission Factor	PSDR Emission Factor	Renewable %
2018	41%	62%	38%	101	<i>n/a</i>	29%
2019	60%	87%	13%	135	<i>n/a</i>	31%
2020	40%	55%	45%	<i>n/a</i>	591	33%
2021	42%	60%	40%	<i>n/a</i>	564	36%
2022	45%	63%	37%	<i>n/a</i>	566	39%
2023	49%	66%	34%	<i>n/a</i>	521	41%
2024	52%	71%	29%	<i>n/a</i>	455	44%
2025	56%	76%	24%	<i>n/a</i>	387	47%
2026	60%	81%	19%	<i>n/a</i>	315	49%
2027	64%	85%	15%	<i>n/a</i>	241	52%
2028	67%	90%	10%	<i>n/a</i>	163	55%
2029	71%	95%	5%	<i>n/a</i>	83	57%
2030	75%	100%	0%	<i>n/a</i>	-	60%

EBCE 2022 Bright Choice Emission Factor: 496

TCR Emission Factor: 271.8

PCC2 Emission Factor:224.2

Total Emissions Inclusive of Renewable 100 Product

Year	All Plans					CA-RPS %
	Renewable %	Carbon Free %	Unspecified %	TCR*-Emission Factor	PSDR-Emission Factor	Renewable %
2018	42%	88%	12%	82	<i>n/a</i>	29%
2019	65%	88%	12%	113	<i>n/a</i>	31%
2020	39%	61%	39%	<i>n/a</i>	488	33%
2021	42%	65%	35%	<i>n/a</i>	464	36%
2022	56%	69%	31%	<i>n/a</i>	450	39%
2023	59%	73%	27%	<i>n/a</i>	417	41%
2024	62%	77%	23%	<i>n/a</i>	364	44%
2025	65%	81%	19%	<i>n/a</i>	309	47%
2026	68%	85%	15%	<i>n/a</i>	252	49%
2027	71%	88%	12%	<i>n/a</i>	193	52%
2028	74%	92%	8%	<i>n/a</i>	131	55%
2029	77%	96%	4%	<i>n/a</i>	67	57%
2030	80%	100%	0%	<i>n/a</i>	-	60%

2021 R100 MWh: 97,229
 2022 R100 MWh: 1,421,427

EBCE 2022 All Plans Weighted Emissions: 382.87
 TCR Emission Factor: 208.65
 PCC2 Emission Factor: 174.22

CCA Comparison

	RPS	Hydro	% Nuclear	Non-nuke Carbon Free	Unspecified	Current Gen Rate	Cost Differential w/ PG&E	2022 Lbs CO2e/MWh
CleanPowerSF	59.9%	37.2%	0.0%	97.1%	2.9%	\$0.1375	-3.3%	47
MCE	59.6%	39.5%	0.4%	99.1%	0.5%	\$0.1490	4.7%	44
Peninsula	51.8%	48.2%	0.0%	100.0%	0.0%	\$0.1439	1.3%	9
Sonoma	50.3%	40.0%	0.9%	90.3%	8.7%	\$0.1353	-5.0%	112
Redwood Coast	50.0%	45.0%	0.0%	95.0%	5.0%	\$0.1509	5.9%	49
EBCE	49.4%	21.9%	0.2%	71.4%	28.4%	\$0.1342	-5.8%	496
Silicon Valley	44.9%	30.8%	24.3%	75.7%	0.0%	\$0.1459	2.7%	72
Pioneer	44.1%	1.3%	27.6%	45.4%	27.0%	\$0.1287	-10.3%	343
San Jose	40.2%	9.2%	30.9%	49.4%	19.8%	\$0.1487	4.5%	210
King City	38.5%	0.0%	0.0%	38.5%	61.5%	\$0.1524	6.8%	580
PG&E	38.3%	7.6%	49.3%	45.9%	0.0%	\$0.1420	0.0%	56
3CE	35.8%	5.9%	0.0%	41.7%	58.3%	\$0.1060	-34.0%	637
Valley	17.5%	7.4%	0.0%	24.9%	75.1%	\$0.1521	6.7%	709

Contributing factors to higher/lower emissions

- Acceptance or rejection of nuclear allocation
- Rates compared to PG&E
- Renewable and Hydro content
- Unspecified Power



*2022 Power Content Label data

*PG&E E-1 residential generation rates as of 1/1/2023

Questions?

Thank You

Izzy Carson

Power Resources Manager



EBCE Community Grants CAC Discussion

October 2023



Previous Community Grants

2019 Community Innovation Grants

- 6 grants of \$40K for projects that delivered local benefits in energy related areas

COVID Relieve Grants

- \$2M in grants to local governments, CBOs, food banks, businesses, workforce training organizations and medical organizations during the COVID-19 lockdown to help at risk community weather the crisis

2022 Community Outreach Grants

- \$150k in grants to 6 organizations to assist with customer education and enrollment in low-income assistance programs like CARE and the Arrearage Management Program (AMP)

Community Sponsorships

- Community Sponsorships are awarded three times per year. The maximum award amount is \$2,500 per organization per award round, and EBCE funds approximately 12 recipients per round. We are currently accepting applications for the August 2023 round.

Community Grant Budget Approval

- Total budget of \$5.6M for Community Grants over 4 years (\$1.4M/year)
- Board directed staff to consider fewer, larger grants that are multi-year, to invest in CBO engagement and capacity building (e.g., \$100k/year)
- Budget allows for 4-5 grants of \$100k/year for 3-years
- Grants will be focused on promoting EBCE Programs areas across the community, according to the table below
- Grant recipients are not required to work directly with EBCE or promote EBCE Programs specifically

Funding Category	Transporation Electrification	Building Electrification	Community Resilience	Energy Efficiency
Education / Awareness				
Program Enrollment				
Workforce Development				

Proposed Grant Structure and Schedule

- EBCE will plan to issue 4 funding solicitation, ~1 per year starting in 2023 and ending in 2028
- Proposed schedule: November 2023, January 2024, August 2024, August 2025
- In final selection for initial Induction education and awareness grant
- Grants will be for multiple years, EBCE Board recommended 3-year terms, TBC
- \$5.6M total budget allocation would be distributed according to the following table

Grant Cycle	Grantee #	2023	2024	2025	2026	2027	2028	Total / Grantee
Cycle 1	Grantee 1	\$ 100	\$ 100	\$ 100				\$ 300
	Grantee 2	\$ 100	\$ 100	\$ 100				\$ 300
	Grantee 3	\$ 100	\$ 100	\$ 100				\$ 300
	Grantee 4	\$ 100	\$ 100	\$ 100				\$ 300
	Grantee 5	\$ 100	\$ 100	\$ 100				\$ 300
Cycle 2	Grantee 6		\$ 100	\$ 100	\$ 100			\$ 300
	Grantee 7		\$ 100	\$ 100	\$ 100			\$ 300
	Grantee 8		\$ 100	\$ 100	\$ 100			\$ 300
	Grantee 9		\$ 100	\$ 100	\$ 100			\$ 300
	Grantee 10		\$ 100	\$ 100	\$ 100			\$ 300
Cycle 3	Grantee 11			\$ 100	\$ 100	\$ 100		\$ 300
	Grantee 12			\$ 100	\$ 100	\$ 100		\$ 300
	Grantee 13			\$ 100	\$ 100	\$ 100		\$ 300
	Grantee 14			\$ 100	\$ 100	\$ 100		\$ 300
	Grantee 15			\$ 100	\$ 100	\$ 100		\$ 300
Cycle 4	Grantee 16				\$ 100	\$ 100	\$ 75	\$ 275
	Grantee 17				\$ 100	\$ 100	\$ 75	\$ 275
	Grantee 18				\$ 100	\$ 100	\$ 75	\$ 275
	Grantee 19				\$ 100	\$ 100	\$ 75	\$ 275
Total		\$ 500	\$ 1,000	\$ 1,500	\$ 1,400	\$ 900	\$ 300	\$ 5,600

Funding in thousands (\$000)
 Table for for example purposed and is based on annual grant cycle for simplicity

June Community Working Session

- 30 participants in hybrid meeting to discuss grant ideas and opportunities
- 4 workgroup sessions to discuss grant ideas
- EBCE staff reviewed workshop notes and synched with program activities and opportunities
- Staff proposes the follow 4 grant opportunities to issue in November 2023
- Each grant would be \$300k over 3 years

Proposed Grants (slide 1 of 2)

1. Climate, renewable energy, electrification energy education and awareness in primary, middle school

- The grant would pay for development and delivery of educational material and solutions oriented training on the clean energy transition and climate change
- Outcomes/objectives: deliver positive climate and solutions education to local primary and secondary schools

2. Community ownership of EV charging stations

- EBCE has contacted with Tesla who is willing to donate free level 2 chargers to CBOs for Community-Owned Electric Vehicle Charging Stations. Tesla will donate chargers that either work with Tesla vehicles or the universal chargers that work with non-Tesla vehicles.
- The grant would support a local CBO to identify other CBOs and organizations in Communities of Concern that are willing to host one or more EV chargers at their facility
- EBCE would connect Tesla with the CBO to provide free chargers and the \$300k grant would go towards administering the program and providing incentives for the electrical costs to install the charger (ie, \$1,000 per charger installed)
- Outcomes/objectives: install ~250 locally owned EV chargers in Communities of Concern

Proposed Grants (slide 2 of 2)

3. Resilience Hub Community Development

- EBCE has allocated \$2M to developing community Resilience Hubs outside of the Critical Municipal Facilities program for City buildings.
- The grant would be used to convene local groups to identify how EBCE's program can best deliver Resilience hubs to our customers including:
 - Identifying opportunities to scale community resilience hubs
 - Evaluating community ownership models
 - Identifying sites that deliver resilience and develop a technical assistance program
 - Identifying grant writing services
- The selected CBO would then work to administer the \$2M Program over subsequent years

Outcomes/Objectives: Design of EBCE Community Resilience Hub Program and development of 50-150 resilience hubs over 3 years

4. Clean Energy Jobs - youth training for the energy transition

- The clean energy transition requires a new workforce in construction, electrification and mechanical trades
- The grant would pay for High School and vocational training to increase interest in clean energy jobs
- Outcomes/Objectives: trainings, presentations at job fairs and high school career days, encouraging enrollments in job training programs with Rising Sun, Cypress Mandella, CTWI and others

Appendix 1

Community

Workshop Notes



Community Workshop Notes (Breakout Group #1)

General

- Filling Gaps, focus on who benefits: reaching populations that are being left out of energy transition
- populations with low engagement/enrollment
- Renters - specifically multifamily hardest to reach
- **Building on existing community efforts**

Grants

- **Collaborative grants with experts and CBOs**
- Smaller grants for building capacity - Org Building capacity
- smaller bridge grants to help build pilots and build capacity for larger pilots
- focus on existing buildings for energy efficiency and electrification
- **Assist CBOs in acquiring external funding**

Community Workshop Notes (Breakout Group #2)

General

- **Educational workshops to explaining/explore EBCE goals, solar and storage**
- Streamline permitting and service upgrade requirements

Grants

- **Health education - reporting on issues re. building electrification and decarbonization**
- Conceptual studies - how to break up the grid to enable island able areas
- **Community wealth building - through community ownership of energy assets**
- **Micro grid developed by CBOs (Livermore airport)**
- District heat network - owned by the community for affordable access to hot water
- Support cities review franchise agreements with PGE to do code upgrades for building electrification in existing
- **Workforce dev - funding to cover range of training (high school, college, unemployed populations, women, and historically marginalized populations)**

Community Workshop Notes (Breakout Room #3)

- Hybrid grants / smaller grants for building capacity
- Funding coalitions and collaboratives through lines for with larger grants, fund smaller grants that are collaborative
- Covid focus
- Access to renters
- Have a broad categorization of areas
- **Work Force Development**
- Fixit centers, maker centers youth making batteries
- **Ownership is key in community resilience**
- **Community Resilience is food security**
- Broader accessibility to Community Innovation Grants

Community Workshop Notes (Breakout Room #4)

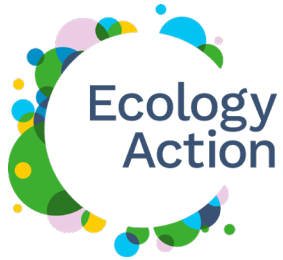
- **Agreed with larger multi-year grants and having a longer term grant is helpful for hiring people**
- **Vehicle electrification, entry level job training on repairing EV charging stations (EVITP)**
- EE, low income and senior focus, Spectrum provides bill relief and support for paying utility bills
- **Science lessons built into classrooms, teaching about induction and nutrition. Students teach as capstone projects to their families who then can keep the induction hobs**
- **Aaron Ravens works on Induction grant with Oakland schools**

Appendix 2

2019 Community Innovation Grants Recipient Details



Innovation in EV Charging for MUDs



Grant highlighted the need for innovative and equitable EV charging solutions to increase access to sustainable transportation for residents of multi-unit dwellings.

- Multi-Unit Dwelling (MUD) residents face significant barriers to adopting electric vehicles (EVs) due to the lack of access to **convenient and affordable charging infrastructure**.
- Innovative EV charging solutions, such as **smart charging and shared charging**, can help overcome these barriers and increase the adoption of EVs in MUDs.
- Smart charging technologies, including **load management and peak-shaving**, can reduce charging costs and increase the availability of charging infrastructure.
- Shared charging models, such as **co-op ownership and time-of-use charging**, can increase access to charging infrastructure and reduce costs for MUD residents.
- Policy solutions, such as **mandating EV readiness in new construction** and **providing financial incentives for EV charging infrastructure**, can help accelerate the adoption of EVs in MUDs.

People Power Solar Cooperative: A Community-Driven Model for Expanding Solar Access

PEOPLE POWER
SOLAR COOPERATIVE

*Grant highlighted the potential of **community-driven cooperative models to expand solar access and address issues of energy affordability and equity for low-income residents and communities of color.***

- The People Power Solar Cooperative (PPSC) is a community-driven model for expanding solar access that aims to make solar energy accessible and affordable for low-income residents and communities of color.
- PPSC utilizes a cooperative ownership model that enables residents to invest in and collectively own solar panels, which reduces the upfront costs of installing solar systems.
- The program also provides job training and employment opportunities for residents in the solar industry, creating local economic benefits.
- PPSC successfully installed 200 kW of solar energy capacity on four affordable housing buildings in Oakland, California, serving 102 low-income residents and reducing their energy bills.
- The program also provided extensive community engagement and education to increase awareness of solar energy and the benefits of cooperative ownership models.
- PPSC demonstrated the feasibility and effectiveness of community-driven solar access programs and provided a replicable model for other communities seeking to expand solar access.

Community Impact Lab

COMMUNITYIMPACTLAB



Changing the way families live, give, and grow.

Community Impact LAB partnered with East Bay Community Energy to implement a year-long Energy Conservation Initiative in Alameda County.

- The initiative aimed to educate and empower individuals, families, and businesses to tackle climate change through energy conservation and literacy.
- The project included **two conservation challenges, family-friendly workshops, and an online educational campaign.**
- The energy conservation challenges brought together cohorts of Alameda County families to learn about the **climate impact of daily activities and ways to lower their environmental impact.**
- The initiative empowered families to promote and achieve a basic understanding of energy, identify individual action-oriented steps to reduce energy consumption, and encourage organizations to make a positive environmental impact.
- The biggest challenge to completing the initiative was the need to pivot to online engagement due to the Covid-19 pandemic. Overall, the initiative successfully empowered and educated families and businesses to decrease societal consumption of energy resources.

Rising Sun Energy Center Community Innovation



Creating equity, enablement, and economic opportunities while addressing environmental and social justice issues.

- The Rising Sun Energy Center (RSEC) is a non-profit organization that provides **job training and employment opportunities in the clean energy sector**, with a focus on serving disadvantaged and underrepresented communities.
- RSEC's Energy Specialist Training Program (ESTP) provides hands-on training and certifications in solar installation, energy efficiency, and electric vehicle (EV) charging infrastructure, preparing participants for careers in the growing clean energy industry.
- Community Innovation Grant Program, which **provided funding for ESTP graduates to install free EV charging stations in low-income communities and affordable housing complexes.**
- The program successfully **installed 10 Level 2 EV charging stations in Alameda County, California**, providing access to clean transportation and reducing greenhouse gas emissions.
- The program also provided **employment opportunities for ESTP graduates and contributed to local economic development and workforce training.**
- The program demonstrated the **potential for job training and clean energy initiatives** to address environmental and social justice issues and **create a more sustainable and equitable future**

West Oakland Environmental Indicators Project



- West Oakland Environmental Indicators Project's West Oakland Renewable Project (WORP) developed a business model for **partnerships between local communities and commercial property owners/developers.**
- Generating profits from energy sales to support various energy resilience programs for income-qualified residents.

2019 Community Innovation Grant Evaluation Criteria

Primary Project Objectives (meets all two) 70%

Community Benefits 50%

Delivers local energy-related benefits to targeted communities (e.g., low-income, disadvantaged, EJ, and/or hard-to-reach groups) in areas such as job creation, workforce development, economic empowerment, and climate and social resilience. 50%

Innovation and Collaboration 20%

New, community collaborative approaches to eliminating or reducing energy-related environmental or economic community impacts.

Secondary Project Objectives (meets two of the following four) 30%

Local, Clean Energy Projects 15%

Proposes plans to identify or develop local renewable energy, energy efficiency or fuel switching in Alameda County that increases community access to or ownership of clean energy.

Community Health 15%

Reduces greenhouse gases (GHG), local criteria pollutants or energy bills in communities demonstrating an impact on local community health and quality of life.

Scalability 15%

Able to be expanded across other EBCE communities and beyond.

Increase Energy Literacy 15%

Proposes plans to increase participation and public understanding of energy concepts and programs.



CAC Item C8

Staff Report Item 15

TO: East Bay Community Energy Board of Directors

FROM: Jim Dorrance, Power Resources Manager

SUBJECT: SunZia Wind Project Contract Approval (Action)

DATE: October 18, 2023

Recommendation

Adopt a Resolution authorizing the Chief Executive Officer to execute an Agreement with contracting entity SunZia Wind PowerCo, LLC for the SunZia Wind Project.

Background and Discussion

The 2023 Long-Term Resource Request for Offers (RFO) is East Bay Community Energy's (EBCE) fourth long-term contract solicitation. The RFO was launched in March 2023. The RFO is seeking several hundred megawatts (MW) of contracts with renewable energy and battery storage projects with a preference for projects located in California, and more preferentially, those located in Alameda or San Joaquin County. EBCE's objective is to drive investments in new renewable and energy storage projects within our jurisdiction and throughout California, while securing affordable resources to manage future power price risk. EBCE is currently evaluating the responses and negotiating agreements with some of the offer submittals. EBCE administered the RFO and completed analysis using internal tools and the cQuant valuation platform to calculate the net present value of proposed projects and determine the optimal portfolio to meet the objectives of the RFO. All of these contracts will be used to hedge EBCE against price fluctuation in the California Independent System Operator (CAISO) energy markets and they will contribute to procurement mandates issued by the California Public Utilities Commission (CPUC).

The SunZia Wind Project contract is a 15-year agreement for a 150 MW share of a 3,515 MW project located in New Mexico and providing renewable wind energy and Resource Adequacy to the state of California with an expected online date in

September of 2026. The project will provide renewable energy for EBCE customers, reliability to the California grid from the project capacity through Resource Adequacy and the energy will benefit EBCE as a hedge against price changes in the CAISO energy markets. During EBCE's contract life, the SunZia project may be financially restructured into two separate wind farms. If this happens, EBCE's contract would be assigned and turn into two separate agreements containing the same terms as those in the original document.

Attachments

- A. Resolution authorizing the Chief Executive Officer to execute an Agreement with contracting entity SunZia Wind PowerCo, LLC for the SunZia Wind Project
- B. PowerPoint Presentation

RESOLUTION NO. R-2023-XX

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE EAST BAY COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE AN AGREEMENT WITH CONTRACTING ENTITY SUNZIA WIND POWERCO, LLC FOR THE SUNZIA WIND PROJECT

WHEREAS The East Bay Community Energy Authority (“EBCE”) was formed as a community choice aggregation agency (“CCA”) 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-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of EBCE and parties to the JPA in March of 2020. The city of Stockton, located in San Joaquin County was added as a member of EBCE and party to the JPA in September of 2022. The city of Lathrop, located in San Joaquin County, was added as a member to EBCE and party to the JPA in October of 2023.

WHEREAS EBCE issued the 2023 Long-Term Resources request for offers (RFO) in March 2023; and

WHEREAS SunZia Wind PowerCo, LLC, proposed a 150 MW share from a larger project wind energy project located in New Mexico; and

WHEREAS the project is expected to be operational by September 30, 2026, and will provide renewable wind energy and associated environmental attributes and Resource Adequacy for the term of fifteen years.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The CEO is hereby authorized to execute an agreement, which may later be assigned into two agreements, with contracting entity SunZia Wind PowerCo, LLC for the SunZia Wind Project.

ADOPTED AND APPROVED this 18th day of October, 2023.

Elisa Marquez, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

OCTOBER, 2023

2023 Long-Term Resource RFO: Overview and Update



- Solicitation Overview
- Participation
- Evaluation Process
- Challenges in Marketplace
- Next Steps
- Reminder: Portfolio Summary

Solicitation Overview

Goals & Objectives

- Secure a portfolio of contracts to provide EBCE customers with affordable renewable and clean energy sources;
- Meet IRP Near- and Mid-Term Resource Adequacy Reliability Procurement mandates;
- Meet current and future CPUC compliance obligations;
- Create new renewable energy projects to deliver PCC1 RECs
- Contract low-cost energy hedges to compliment existing portfolio
- Partner with SJCE for efficiency, to minimize expenses, and lead the market in contract terms.

Project Characteristics

Facilities:

- Location: Projects may be within or outside of California. All energy must be deliverable to CAISO & must provide RA
- Construction Status: Energy and related products may come from new resources or add incremental capacity to existing resources.

Capacity:

- Minimum Contract Capacity: 5 MW
- Maximum Contract Capacity: none

Delivery Date:

- Energy and RPS attribute delivery must be within calendar years 2024 through 2030 with a preference for projects that begin delivery earlier within this window.

Contract Duration:

- 10-20 year durations

Technology:

- Renewables, Large Hydro
- Storage – short or long duration; any technology

Actions

- Issued a broad, open, competitive solicitation to ensure wide array of opportunities considered;
- Evaluated combinations of projects to achieve desired volume targets;
- Typically prioritize project risk, location, workforce development, economics, and other characteristics; limited ability to do so in this RFO due to limited offers in earlier years;
- Encouraged RFO participants to be creative and provide proposal variations on individual projects and include battery storage.

Solicitation Overview - Eligible Products

Attachment Staff Report Item 15B

Product #	Product Name	Description	Example
Product 1	As-Available RPS Product	New or incremental capacity to an existing stand-alone PCC1-eligible generating resource	solar, wind, geothermal, small hydro or ocean (thermal, wave, or current)
Product 2	As-Available RPS plus Energy Storage	New or incremental capacity to an existing stand-alone PCC1-eligible generating resource with co-located energy storage	Same as above plus storage with 2-hr, 4-hr, or 4-hr+ duration capability
Product 3	Firm or Shaped RPS Product	New PCC1-eligible generating resources; likely paired with energy storage	Energy delivered during specific hours
Product 4	Stand-Alone Energy Storage Toll or RA-Only offer	Energy storage may offer a full product “tolling” structure contract. RA-only offers <i>not</i> accepted in this RFO	Any storage technology with 2-hr, 4-hr, or 4-hr+ duration capability

More robust project offering than 2022 RFO, comparable to 2020 RFO. 72 unique project sites; 195 project variations (as compared to 44 sites; 185 variations in 2022 RFO)

All 4 products that were solicited were offered

Offers included solar, wind, and battery storage

Projects based in 6 different states (CA, AZ, ID, NM, NV, WY); predominantly CA

**6 projects in EBCE service territory; only one of positive economic value*

- **Evaluation Rubric scored 3 areas:**
 - Counterparty Execution, Offer Competitiveness, and Project Development Status
 - Multiple items under each area
- **Two reviewers were assigned to each project.**
- **Staff reviewed all submitted information and provided scores for all categories and NPV.**
 - Each item has 100 point max. at its own weighting.
 - Term Sheet Markups were scored by one assigned reviewer.
 - NPV scores were directly incorporated into overall project score with a weighting of 55%.
 - The Net Present Value was calculated based on simulations on 6 different forward curves
 - For *each* forward curve we took a weighted average of the P5 (50%), P50 (30%), and P95 (20%); and then took a simple average across the 6 curves
 - We normalized this number on a \$/MW basis and the projects were then assigned a 0-55 score based on the NPV distribution
 - Other factors considered in qualitative evaluation were Counterparty Execution Risk (20 points), Development Status Risk (20 points) and Local Business Enterprise (4 points) and Small Business Enterprise (1 point)
- **Scoring and rubric were similar to the selection process for previous RFOs**
 - Previous RFOs used 3 forward curves, this RFO featured 6 curves each representing a unique scenario
 - Minor changes were made to weighting of local projects, including addition of points for small businesses

Challenges in the Marketplace

Attachment Staff Report Item 15B

- Ongoing supply chain disruption & delays
- Uncertainty related to future tariffs for core components
- Result: suppliers of core components pricing using Index structure; many Project Developers unwilling to take on price risk thus requiring pricing using index also or extreme mark-ups in price to cover risk
- General: prices for generation and storage resources have increased 30-40% since ~2020.

Projects Proposed for Execution

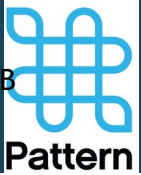
Attachment Staff Report Item 15B

Seeking approval for 1 contracts:

Wind power purchase agreement (PPA) submitted into EBCE and SJCE's joint 2023 Long-Term Resource RFO

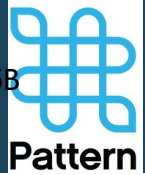
- 15-year, 150 MW contract for energy, environmental attributes, and resource adequacy from a wind facility in New Mexico with Pattern Energy. Expected to be operational September, 2026.

Pattern Energy Project Details



- Selected via the 2023 EBCE-SJCE Long-Term Resource RFO
- Contract for 150 MW of nameplate capacity including energy, environmental attributes, and Resource Adequacy from wind facility in Lincoln, Torrance, & San Miguel counties, New Mexico
- Total project size is 3,515 MW
- 15-year contract
- Expected Commercial Operation Date is September 30, 2026
- Project has an executed interconnection agreement and site control.
- Committed toward paying prevailing wages and seeks union labor to the extent available in New Mexico.
- The contracting entity under SunZia Wind PowerCo LLC.

Pattern Energy - Company Overview



- Pattern Energy is one of the world's largest privately-owned developers and operators of wind, solar, transmission, and energy storage projects
- Founded in 2009, Pattern's operational portfolio includes 30 renewable energy facilities that use proven, best-in-class technology with operating capacity of 6 GW in the United States, Canada, and Japan
- Pattern has a strong track record in CA and experience with CCAs, including EBCE. Projects include:
 - Tecolote Wind, New Mexico with EBCE (100 MW)
 - Duran Mesa Wind, New Mexico with SVCE and CCCE (200 MW)
 - Grady Wind, New Mexico with CCCE and SMUD (220 MW)
 - Hatchet Ridge Wind, Shasta County with PG&E (101 MW)
 - Ocotillo Wind, Imperial County with SDG&E (265 MW)

- Complete negotiations of projects under consideration. Anticipate presentations to Board through winter
- Assess projects as they hit key milestones and mature further.
- Update filing to CPUC on status of 2021-2023 and 2023-2026 Electric Reliability Requirements due December 1, 2023.
- CPUC's 2024 IRP cycle provides formal opportunity for portfolio review and analysis of open position, cost and risk. Further engagement with board and community as part of IRP process.

Portfolio Summary

Project Name1	Project Name2	Developer	Type	Nameplate Capacity	COD	Term (Years)	Technology	County	State
Altamont	SHWEC	Greenbacker	RPS	57.5	7/2/2021	20	Wind	Alameda	CA
Rosamond Central	Golden Fields	Clearway	RPS	112	12/22/2020	15	Solar	Kern	CA
Pattern	Tecolote	Pattern	RPS, no RA	100	12/20/2021	10	Wind	Guadalupe & Torrance	NM
Luciana	Tulare	Idemitsu	RPS	56	4/30/2022	15	Solar	Tulare	CA
Henrietta D	Henrietta	Convergent	Storage	10	12/2/2021	15	Storage	Kings	CA
Daggett South	Daggett	Clearway	RPS+Storage	50	9/5/2023	15	Solar + Storage	San Bernadino	CA
RE Scarlet	Sonrisa	EDPR	RPS+Storage	100	12/15/2023	20	Solar+Storage	Fresno	CA
Oberon	Oberon	Intersect	RPS+Storage	125	1/1/2024	15	Solar	Riverside	CA
Edwards Solar II	Edwards	Terra Gen	RPS	100	Q2 2024	15	Solar	Kern	CA
Sanborn	Sanborn	Terra Gen	Storage	47	Q2 2024	12	Storage	Kern	CA
Tumbleweed	Tumbleweed	REV Renewables	Storage	50	6/1/2024	15	Storage	Kern	CA
Kola	Kola	NextEra	Storage	125	4/1/2025	20	Storage	San Joaquin	CA
Fervo	Corsac Station	Fervo	RPS	40	2/1/2030	15	Geothermal	Churchill	NV



CAC Item C9

Staff Report Item 13

TO: East Bay Community Energy Board of Directors

FROM: Nick Chaset, CEO
Inder Khalsa, General Counsel
Annie Henderson, VP Marketing & Account Services
Theresa McDermit, Head of Brand

SUBJECT: Amendment Joint Powers Agreement to Change Name of Authority

DATE: October 18, 2023

Recommendation

Approve an amendment to the East Bay Community Energy Authority Joint Powers Agreement to change the authority's name to Ava Community Energy Authority.

Background and Discussion

The Board adopted Resolution R-2023-39 in June 2023 to approve the use of the name Ava Community Energy Authority in all marketing materials starting October 2023. The current initial launch of the public-facing name is scheduled for Tuesday, October 24, 2023.

Staff ultimately determined that an amendment to the Joint Powers Authority Agreement (JPA Agreement) would be preferable to using a "doing business as" or "DBA" designation to formally implement the name change. A JPA Agreement amendment will allow the agency to formalize the name change with respect to banking accounts, contracts, CAISO registrations, as well as how the agency is represented on bills sent by PG&E

Other Community Choice Aggregators have followed a similar path and amended their JPAs to align with new public-facing names, including Central Coast Community Energy (3CE), MCE, and Pioneer Community Energy.

Section 8.4 of the JPA Agreement allows the Board of Directors to amend the JPA Agreement by a two-thirds affirmative vote. Notice was already provided to each of the agency's member agencies 30 days prior to the meeting, and staff has not received any objections by member agencies to the name change. The JPA Agreement further requires that prompt notice of the change be made to the member agencies should the Board approve the Amendment.

The proposed Resolution approves an amendment to the East Bay Community Energy Authority Joint Powers Agreement to change the name of the East Bay Community Energy Authority to Ava Community Energy Authority for all intents and purposes, and to allow staff to incorporate these changes into a revised JPA Agreement and perform the necessary filings with state and local agencies. Consistent with name change actions taken by other joint powers authorities in the state, the change will have no effect on the agency beyond its title. All other provisions of the JPA Agreement, including those related to formation of the agency, protections provided to the member agencies, and voting powers, etc., shall remain in full force in effect. In short, this amendment is administrative in nature and does not impact the legal powers or limitations on the agency.

The name change will take effect with the formal adoption of the attached Resolution by two-thirds vote of the Board of Directors.

Fiscal Impact

There will be legal fees associated with the necessary filings with the Secretary of State. All other costs associated with the new brand name were included in the budget approved for Fiscal Year 2023/2024.

Committee Recommendation

The proposal for a JPA amendment was not brought before any committee prior to coming to the Board.

Attachments

- A. Resolution
- B. JPA Amendment

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY APPROVING A NAME CHANGE FROM EAST BAY COMMUNITY ENERGY AUTHORITY TO AVA COMMUNITY ENERGY AUTHORITY

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

WHEREAS, on September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (“CCA”); and,

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency; and on December 1, 2016, the East Bay Community Energy Authority (“EBCE” or “the Agency”) was formed 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; and

WHEREAS, on November 8, 2017, the California Public Utilities Commission (“CPUC”) certified the “Implementation Plan” of EBCE, confirming EBCE’s compliance with the requirements of the Act; and

WHEREAS, the Joint Powers Agreement (“Agreement”) for the East Bay Community Energy Authority became effective on December 1, 2016; and

WHEREAS, the Board of Directors amended the Agreement to make certain changes regarding continued service on the Board of Directors upon completion of service to the member agency, the provision of additional alternates to serve on the Community Advisory Committee in the event of a regular member’s absence, appointment of the Chair and Vice Chair to serve terms consistent with the EBCE fiscal year, and amendment of the Local Development Business Plan preparation timeline pursuant to Resolution No. 2018-23; and,

WHEREAS, Resolution No. 2019-33, dated November 20, 2019, authorized the Cities of Tracy, Pleasanton, and Newark to become a party to the Agreement and a member of EBCE and revised the process for adding new parties to the Agreement; and,

WHEREAS, Resolution No. 2022-28, dated September 21, 2022, authorized the City of Stockton to become a party to the Agreement and a member of EBCE and revised the process for adding new parties to the Agreement; and,

WHEREAS, Resolution No. 2023-48 dated September 20, 2023, authorized the City of Lathrop to become a party to the Agreement and a member of EBCE;

WHEREAS the agency will soon serve a larger portion of San Joaquin County and residents of that region do not broadly identify as being from the “East Bay”,

WHEREAS the agency is expanding its engagement with customers and would like to position itself as an influencer of individual consumer decisions that advance decarbonization efforts,

WHEREAS a short, easy to say, memorable, and warm name will increase inclusivity and customer engagement; and,

WHEREAS the Board of Directors desires to name and brand the Agency as Ava Community Energy, in order to reflect the agency’s expanded jurisdiction while continuing to project an ongoing commitment to the delivery of clean power at low prices.

WHEREAS, the member agencies of the Agency were provided written notification of the proposed amendment 30 days prior to October 18, 2023, per Article 8.4 of the Joint Powers Agreement.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Agency shall be known as Ava Community Energy Authority, and for all official purposes the name of the Agency shall be Ava Community Energy Authority which is hereby approved and confirmed.

Section 2. All actions taken by the officers and agents of the Agency with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the property officers of the Agency are hereby authorized, for and in the name and on behalf of the Agency, to do any and all things and take any and all actions and execute and deliver any and all certificates, assignments and other documents that they, or any of them may deem necessary or advisable in order to consummate the matters contemplated by this Resolution. The officers of the Agency are further authorized and directed to provide official notice of the name change as may be required, including, but not limited to official filings with regulatory and other agencies, and to conduct all future affairs of the Agency under the name Ava Community Energy as of the Effective Date of this Resolution.

Section 3. All references to the “East Bay Community Energy Authority” in the Joint Powers Agreement are hereby deleted and replaced by references to “Ava Community Energy Authority.” This change shall have no impact on the powers or limitations of the Agency and all other provisions of the Joint Powers Agreement shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon adoption by two-thirds of the Board of Directors.

ADOPTED AND APPROVED this 18th day of October, 2023

Elisa Márquez, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

Ava Community Energy Authority

- Joint Powers Agreement –

Effective December 1, 2016

As amended by Resolution No. 2018-23 dated June 20, 2018

As further amended by Resolution No. R-2022-28 dated September 21, 2022

As further amended by Resolution No. 2023-48 dated September 20, 2023

Among The Following Parties:

County of Alameda

City of Albany

City of Berkeley

City of Dublin

City of Emeryville

City of Fremont

City of Hayward

City of Lathrop

City of Livermore

City of Newark

City of Oakland

City of Piedmont

City of Pleasanton

City of San Leandro

City of Stockton

City of Tracy

City of Union City

AVA COMMUNITY ENERGY AUTHORITY

JOINT POWERS AGREEMENT

This Joint Powers Agreement (“Agreement”), effective as of December 1, 2016, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit A (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse gas emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 1.1.16 below) entering into this Agreement include securing electrical energy supply for customers in participating jurisdictions, addressing climate change by reducing energy related greenhouse gas emissions, promoting electrical rate price stability, and fostering local economic benefits such as jobs creation, community energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to State, regional and local solar and wind energy production.
4. The Parties desired to establish a separate public agency, known as the East Bay Community Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.
6. By establishing the Authority, the Parties seek to:
 - (a) Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;

- (b) Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may “opt-up” and voluntarily participate;
 - (c) Develop an electric supply portfolio with a lower greenhouse gas (GHG) intensity than PG&E, and one that supports the achievement of the parties’ greenhouse gas reduction goals and the comparable goals of all participating jurisdictions;
 - (d) Establish an energy portfolio that prioritizes the use and development of local renewable resources and minimizes the use of unbundled renewable energy credits;
 - (e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals;
 - (f) Demonstrate quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments);
 - (g) Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California. The Authority, as a leader in the shift to a clean energy, commits to ensuring it will take steps to minimize any adverse impacts to these workers to ensure a “just transition” to the new clean energy economy;
 - (h) Deliver clean energy programs and projects using a stable, skilled workforce through such mechanisms as project labor agreements, or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality;
 - (i) Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;
 - (j) Provide and manage lower cost energy supplies in a manner that provides cost savings to low-income households and promotes public health in areas impacted by energy production; and
 - (k) Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize, and providing appropriate wages and benefits.
- (l) The Parties desire to change the name of the agency from East Bay Community Energy Authority to Ava Community Energy Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1
CONTRACT DOCUMENTS

1.1 **Definitions.** Capitalized terms used in the Agreement shall have the meanings specified below, unless the context requires otherwise.

- 1.1.1 “AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.
- 1.1.2 “Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)
- 1.1.3 “Agreement” means this Joint Powers Agreement.
- 1.1.4 “Annual Energy Use” has the meaning given in Section 1.1.23.
- 1.1.5 “Authority” means the Ava Community Energy Authority established pursuant to this Joint Powers Agreement.
- 1.1.6 “Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.
- 1.1.7 “Board” means the Board of Directors of the Authority.
- 1.1.8 “Community Choice Aggregation” or “CCA” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.
- 1.1.9 “CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.
- 1.1.10 “Days” shall mean calendar days unless otherwise specified by this Agreement.
- 1.1.11 “Director” means a member of the Board of Directors representing a Party, including an alternate Director.
- 1.1.12 “Effective Date” means the date on which this Agreement shall become effective and the Ava Community Energy Authority shall exist as a separate public agency, as further described in Section 2.1.
- 1.1.13 “Ex Officio Board Member” means a non-voting member of the Board of Directors as described in Section 4.2.2. The Ex Officio Board Member may not serve on the Executive Committee of the Board or participate in closed session meetings of the Board.

- 1.1.14** “Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.
- 1.1.15** “Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements. The Board shall determine the termination date for Initial Costs.
- 1.1.16** “Initial Participants” means, for the purpose of this Agreement the County of Alameda, the Cities of Albany, Berkeley, Emeryville, Oakland, Piedmont, San Leandro, Hayward, Union City, Fremont, Dublin, and Livermore.
- 1.1.17** “Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- 1.1.18** “Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.19** “Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.
- 1.1.20** “Percentage Vote” means a vote taken by the Board pursuant to Section 4.12.1 that is based on each Party having one equal vote.
- 1.1.21** “Total Annual Energy” has the meaning given in Section 1.1.23.
- 1.1.22** “Voting Shares Vote” means a vote taken by the Board pursuant to Section 4.12.2 that is based on the voting shares of each Party described in Section 1.1.23 and set forth in Exhibit C to this Agreement. A Voting Shares vote cannot take place on a matter unless the matter first receives an affirmative or tie Percentage Vote in the manner required by Section 4.12.1 and three or more Directors immediately thereafter request such vote.
- 1.1.23** “Voting Shares Formula” means the weight applied to a Voting Shares Vote and is determined by the following formula:
- (Annual Energy Use/Total Annual Energy) multiplied by 100, where (a) “Annual Energy Use” means (i) with respect to the first two years following the Effective Date, the annual electricity usage, expressed in

kilowatt hours (“kWh”), within the Party’s respective jurisdiction and (ii) with respect to the period after the second anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party’s respective jurisdiction that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit B and the initial voting shares are designated in Exhibit C. Both Exhibits B and C shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year subject to the approval of the Board.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

- Exhibit A: List of the Parties
- Exhibit B: Annual Energy Use
- Exhibit C: Voting Shares

1.3 Revision of Exhibits. The Parties agree that Exhibits A, B and C to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2 **FORMATION OF AVA COMMUNITY ENERGY AUTHORITY (FORMERLY EAST BAY COMMUNITY ENERGY AUTHORITY)**

2.1 Effective Date and Term. This Agreement shall become effective and Ava Community Energy Authority shall exist as a separate public agency on December 1, 2016, provided that this Agreement is executed on or prior to such date by at least three Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(12). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.3, subject to the rights of the Parties to withdraw from the Authority.

2.2 Initial Participants. Until December 31, 2016, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(12) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party that is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

2.3 Formation. There is formed as of the Effective Date a public agency named the East Bay Community Energy Authority, later renamed Ava Community Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing boards of all Parties.

2.4 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party and any other powers granted to the Authority under state law to participate as a group in the CCA Program pursuant to Public Utilities Code Section 366.2(c)(12); to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs; and, to exercise all other powers necessary and incidental to accomplishing this purpose.

2.5 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:

- 2.5.1** to make and enter into contracts, including those relating to the purchase or sale of electrical energy or attributes thereof;
- 2.5.2** to employ agents and employees, including but not limited to a Chief Executive Officer and General Counsel;
- 2.5.3** to acquire, contract, manage, maintain, and operate any buildings, works or improvements, including electric generating facilities;
- 2.5.4** to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
- 2.5.5** to lease any property;
- 2.5.6** to sue and be sued in its own name;
- 2.5.7** to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 *et seq.* and authority under the Act;
- 2.5.8** to form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs at the lowest possible cost consistent with the Authority's CCA Program

implementation plan, risk management policies, or to take advantage of legislative or regulatory changes;

- 2.5.9 to issue revenue bonds and other forms of indebtedness;
- 2.5.10 to apply for, accept, and receive all licenses, permits, grants, loans or other assistance from any federal, state or local public agency;
- 2.5.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- 2.5.12 to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”);
- 2.5.13 to make and enter into service, energy and any other agreements necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and
- 2.5.14 to negotiate project labor agreements, community benefits agreements and collective bargaining agreements with the local building trades council and other interested parties.

2.6 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the City of Emeryville and any other restrictions on exercising the powers of the Authority that may be adopted by the Board.

2.7 Compliance with Local Zoning and Building Laws. Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act (“CEQA”).

2.8 Compliance with the Brown Act. The Authority and its officers and employees shall comply with the provisions of the Ralph M. Brown Act, Government Code Section 54950 *et seq.*

2.9 Compliance with the Political Reform Act and Government Code Section 1090. The Authority and its officers and employees shall comply with the Political Reform Act (Government Code Section 81000 *et seq.*) and Government Code Section 1090 *et seq.*, and shall adopt a Conflict of Interest Code pursuant to Government Code Section 87300. The Board of Directors may adopt additional conflict of interest regulations in the Operating Rules and Regulations.

ARTICLE 3
AUTHORITY PARTICIPATION

3.1 Addition of Parties. Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption by an affirmative vote of a majority of all Directors of the entire Board satisfying the requirements described in Section 4.12, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership fee, if any, and (e) satisfaction of any conditions established by the Board.

3.2 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4
GOVERNANCE AND INTERNAL ORGANIZATION

4.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.

4.2 Appointment of Directors. The Directors shall be appointed 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.

- 4.2.2 The Board shall also include one non-voting ex officio member as defined in Section 1.1.13 (“Ex Officio Board Member”). The Chair of the Community Advisory Committee, as described in Section 4.9 below, shall serve as the Ex Officio Board Member. The Vice Chair of the Community Advisory Committee shall serve as an alternate Ex Officio Board Member when the regular Ex Officio Board Member is absent from a Board meeting.
- 4.2.3 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.12 may include rules regarding Directors, such as meeting attendance requirements. No Party shall be deprived of its right to seat a Director on the Board.

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.

4.4 Quorum. A majority of the Directors of the entire Board shall constitute a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law.

4.5 Powers and Function of the Board. The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law. Board approval shall be required for any of the following actions, which are defined as “Essential Functions”:

- 4.5.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.
- 4.5.2 The hiring of a Chief Executive Officer and General Counsel.
- 4.5.3 The appointment or removal of an officer.
- 4.5.4 The adoption of the Annual Budget.
- 4.5.5 The adoption of an ordinance.
- 4.5.6 The initiation of resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative

agency, without approval of the Board. The Board shall adopt Operating Rules and Regulations governing the Chief Executive Officer and General Counsel's exercise of authority under this Section 4.5.6.

4.5.7 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

4.5.8 Termination of the CCA Program.

4.6 **Executive Committee.** The Board shall establish an Executive Committee consisting of a smaller number of Directors. The Board may delegate to the Executive Committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain Essential Functions, as described in Section 4.5 and the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.12 to adopt and amend the Operating Rules and Regulations or its Essential Functions listed in Section 4.5. After the Executive Committee meets or otherwise takes action, it shall, as soon as practicable, make a report of its activities at a meeting of the Board.

4.7 **Director Compensation.** Directors shall receive a stipend of \$100 per meeting, as adjusted to account for inflation, as provided for in the Authority's Operating Rules and Regulations.

4.8 **Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

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.

4.10 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline and terminate employees as well as the power to approve any agreement, if the expenditure is authorized in the Authority's approved budget, except the powers specifically set forth in Section 4.5 or those powers which by law must be exercised by the Board of Directors. The Board of Directors shall provide procedures and guidelines for the Chief Executive Officer exercising the powers of the Authority in the Operating Rules and Regulations.

4.11 General Counsel. The Board of Directors shall appoint a General Counsel for the Authority, who shall be responsible for providing legal advice to the Board of Directors and overseeing all legal work for the Authority.

4.12 Board Voting.

4.12.1 Percentage Vote. Except when a supermajority vote is expressly required by this Agreement or the Operating Rules and Regulations, action of the Board on all matters shall require an affirmative vote of a majority of all Directors on the entire Board (a "Percentage Vote" as defined in Section 1.1.20). A supermajority vote is required by this Agreement for the matters addressed by Section 8.4. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, action of the Board shall require an affirmative Percentage Vote of the specified supermajority of all Directors on the entire Board. No action can be taken by the Board without an affirmative Percentage Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved by an affirmative "Voting Shares Vote," as defined in Section 1.1.22, if three or more Directors immediately request such vote.

4.12.2 Voting Shares Vote. In addition to and immediately after an affirmative percentage vote, three or more Directors may request that, a vote of the voting shares shall be held (a "Voting Shares Vote" as defined in Section 1.1.22). To approve an action by a Voting Shares Vote, the corresponding voting shares (as defined in Section 1.1.23 and Exhibit C) of all Directors voting in the affirmative shall exceed 50% of the voting share of all Directors on the entire Board, or such other higher voting shares percentage expressly required by this Agreement or the Operating Rules and Regulations. In the event that any one Director has a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter. When a voting shares

vote is held, action by the Board requires both an affirmative Percentage Vote and an affirmative Voting Shares Vote. Notwithstanding the foregoing, in the event of a tie in the Percentage Vote, an action may be approved on an affirmative Voting Shares Vote. When a supermajority vote is required by this Agreement or the Operating Rules and Regulations, the supermajority vote is subject to the Voting Share Vote provisions of this Section 4.12.2, and the specified supermajority of all Voting Shares is required for approval of the action, if the provision of this Section 4.12.2 are triggered.

4.13 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law.

4.14 Officers.

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.

4.14.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

4.14.3 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. The same person may not

simultaneously hold both the office of Treasurer and the office of the Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made annually by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested, the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

4.15 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

4.16 Operational Audit. The Authority shall commission an independent agent to conduct and deliver at a public meeting of the Board an evaluation of the performance of the CCA Program relative to goals for renewable energy and carbon reductions. The Authority shall approve a budget for such evaluation and shall hire a firm or individual that has no other direct or indirect business relationship with the Authority. The evaluation shall be conducted at least once every two years.

ARTICLE 5

IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Implementation of the CCA Program.

5.1.1 Enabling Ordinance. Prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

5.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.12.

5.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

5.2 Other Authority Documents. The Parties acknowledge and agree that the operations of the Authority will be implemented through various documents duly adopted by the Board through Board resolution or minute action, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

5.3 Integrated Resource Plan. The Authority shall cause to be prepared an Integrated Resource Plan in accordance with CPUC regulations that will ensure the long-term development and administration of a variety of energy programs that promote local renewable resources, conservation, demand response, and energy efficiency, while maintaining compliance with the State Renewable Portfolio standard and customer rate competitiveness. The Authority shall prioritize the development of energy projects in Alameda and adjacent counties. Principal aspects of its planned operations shall be in a Business Plan as outlined in Section 5.4 of this Agreement.

5.4 Business Plan. The Authority shall cause to be prepared a Business Plan, which will include a roadmap for the development, procurement, and integration of local renewable energy resources as outlined in Section 5.3 of this Agreement. The Business Plan shall include a description of how the CCA Program will contribute to fostering local economic benefits, such as job creation and community energy programs. The Business Plan shall identify opportunities for local power development and how the CCA Program can achieve the goals outlined in Recitals 3 and 6 of this Agreement. The Business Plan shall include specific language detailing employment and labor standards that relate to the execution of the CCA Program as referenced in this Agreement. The Business Plan shall identify clear and transparent marketing practices to be followed by the CCA Program, including the identification of the sources of its electricity and explanation of the various types of electricity procured by the Authority. The Business Plan shall cover the first five (5) years of the operation of the CCA Program. Progress on the implementation of the Business Plan shall be subject to annual public review.

5.5 Labor Organization Neutrality. The Authority shall remain neutral in the event its employees, and the employees of its subcontractors, if any, wish to unionize.

5.6 Renewable Portfolio Standards. The Authority shall provide its customers renewable energy primarily from Category 1 eligible renewable resources, as defined under the California RPS and consistent with the goals of the CCA Program. The Authority shall not procure energy from Category 3 eligible renewable resources (unbundled Renewable Energy Credits or RECs) exceeding 50% of the State law requirements, to achieve its renewable portfolio goals. However, for Category 3 RECs associated with generation facilities located within its service jurisdiction, the limitation set forth in the preceding sentence shall not apply.

ARTICLE 6 **FINANCIAL PROVISIONS**

6.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.

6.2 Depository.

6.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

6.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times.

6.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

6.3 Budget and Recovery Costs.

6.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

6.3.2 Funding of Initial Costs. The County shall fund the Initial Costs of establishing and implementing the CCA Program. In the event that the CCA Program becomes operational, these Initial Costs paid by the County and any specified interest shall be included in the customer charges for electric services to the extent permitted by law, and the County shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over

which such costs are recovered. In the event that the CCA Program does not become operational, the County shall not be entitled to any reimbursement of the Initial Costs.

- 6.3.4 Additional Contributions and Advances.** Pursuant to Government Code Section 6504, the Parties may in their sole discretion make financial contributions, loans or advances to the Authority for the purposes of the Authority set forth in this Agreement. The repayment of such contributions, loans or advances will be on the written terms agreed to by the Party making the contribution, loan or advance and the Authority.

ARTICLE 7

WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

- 7.1.1 General Right to Withdraw.** A Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.
- 7.1.2 Withdrawal Following Amendment.** Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement provided that the requirements of this Section 7.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective 180 days after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board.
- 7.1.3 The Right to Withdraw Prior to Program Launch.** After receiving bids from power suppliers for the CCA Program, the Authority must provide to the Parties a report from the electrical utility consultant retained by the Authority comparing the Authority's total estimated electrical rates, the estimated greenhouse gas emissions rate and the amount of estimated renewable energy to be used with that of the incumbent utility. Within 30 days after receiving this report, through its City Manager or a person expressly authorized by the Party, any Party may immediately withdraw its membership in the Authority by providing written notice of withdrawal to the Authority if the report determines that any one of the following conditions exists: (1) the Authority is unable to provide total electrical rates, as part of its baseline offering to customers, that are equal to or lower than the incumbent utility, (2) the Authority is unable to provide

electricity in a manner that has a lower greenhouse gas emissions rate than the incumbent utility, or (3) the Authority will use less qualified renewable energy than the incumbent utility. Any Party who withdraws from the Authority pursuant to this Section 7.1.3 shall not be entitled to any refund of the Initial Costs it has paid to the Authority prior to the date of withdrawal unless the Authority is later terminated pursuant to Section 7.3. In such event, any Initial Costs not expended by the Authority shall be returned to all Parties, including any Party that has withdrawn pursuant to this section, in proportion to the contribution that each made. Notwithstanding anything to the contrary in this Agreement, any Party who withdraws pursuant to this section shall not be responsible for any liabilities or obligations of the Authority after the date of withdrawal, including without limitation any liability arising from power purchase agreements entered into by the Authority.

7.2 Continuing Liability After Withdrawal; Further Assurances; Refund. A Party that withdraws its membership in the Authority under either Section 7.1.1 or 7.1.2 shall be responsible for paying its fair share of costs incurred by the Authority resulting from the Party's withdrawal, including costs from the resale of power contracts by the Authority to serve the Party's load and any similar costs directly attributable to the Party's withdrawal, such costs being limited to those contracts executed while the withdrawing Party was a member, and administrative costs associated thereto. The Parties agree that such costs shall not constitute a debt of the withdrawing Party, accruing interest, or having a maturity date. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's costs described above. Any amount of the Party's funds held by the Authority for the benefit of the Party that are not required to pay the Party's costs described above shall be returned to the Party. The withdrawing party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. A withdrawing party has the right to continue to participate in Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party until the withdrawal's effective date.

7.3 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.

7.4 Disposition of Property upon Termination of Authority. Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any Authority Documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Party or the Parties and the Authority shall engage in nonbinding mediation in the manner agreed upon by the Party or Parties and the Authority. The Parties agree that each Party may specifically enforce this section 8.1. In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within 120 days after the demand for mediation is made, any Party and the Authority may pursue any remedies provided by law.

8.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

8.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as the Board deems necessary to protect the interests of the Authority, the Parties and the public. Such insurance coverage shall name the Parties and their respective Board or Council members, officers, agents and employees as additional insureds. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

8.4 Amendment of this Agreement. This Agreement may be amended in writing by a two-thirds affirmative vote of the entire Board satisfying the requirements described in Section 4.12. Except that, any amendment to the voting provisions in Section 4.12 may only be made by a three-quarters affirmative vote of the entire Board. The Authority shall provide written notice to the Parties at least 30 days in advance of any proposed amendment being considered by the Board. If the proposed amendment is adopted by the Board, the Authority shall provide prompt written notice to all Parties of the effective date of such amendment along with a copy of the amendment.

8.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of

proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

8.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

8.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

8.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

8.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 72 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. In addition, a duplicate copy of all notices provided pursuant to this section shall be provided to the Director and alternate Director for each Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties. All notices required hereunder shall be delivered to:

The County of Alameda

Director, Community Development Agency
224 West Winton Ave.
Hayward, CA 94612

With a copy to:

Office of the County Counsel
1221 Oak Street, Suite 450
Oakland, CA 94612

if to [PARTY No. ____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

if to [PARTY No. ____]

Office of the City Clerk

Office of the City Manager/Administrator

Office of the City Attorney

ARTICLE 9
SIGNATURE

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Ava Community Energy Authority.

By: _____

Name: _____

Title: _____

Date: _____

Party: _____

EXHIBIT A

LIST OF THE PARTIES

This Exhibit A is effective as of September 20, 2023.

County of Alameda

City of Albany

City of Berkeley

City of Dublin

City of Emeryville

City of Fremont

City of Hayward

City of Lathrop

City of Livermore

City of Newark

City of Oakland

City of Piedmont

City of Pleasanton

City of San Leandro

City of Stockton

City of Tracy

City of Union City

EXHIBIT B**ANNUAL ENERGY USE**

This Exhibit B is effective as of September 20, 2023.

Party	kWh (2022*)
Albany	50,016,072
Berkeley	350,111,874
Dublin	250,811,690
Emeryville	173,586,542
Fremont	1,182,339,971
Hayward	681,289,470
Lathrop	183,070,584
Livermore	428,724,628
Newark	244,335,398
Oakland	1,713,563,058
Piedmont	28,595,451
Pleasanton	394,860,960
San Leandro	414,939,109
Stockton	1,153,820,553
Tracy	412,411,899
Unincorporated County	452,054,476
Union City	261,439,720
Total	8,375,971,455

All data provided by PG&E

EXHIBIT C**VOTING SHARES**

This Exhibit C is effective as of September 20, 2023.

Party	kWh (2022*)	Voting Shares Section 4.12.2
Albany	50,016,072	0.6%
Berkeley	350,111,874	4.2%
Dublin	250,811,690	3.0%
Emeryville	173,586,542	2.1%
Fremont	1,182,339,971	14.1%
Hayward	681,289,470	8.1%
Lathrop	183,070,584	2.2%
Livermore	428,724,628	5.1%
Newark	244,335,398	2.9%
Oakland	1,713,563,058	20.5%
Piedmont	28,595,451	0.3%
Pleasanton	394,860,960	4.7%
San Leandro	414,939,109	5.0%
Stockton	1,153,820,553	13.8%
Tracy	412,411,899	4.9%
Unincorporated County	452,054,476	5.4%
Union City	261,439,720	3.1%
Total	8,375,971,455	100%

*All data provided by PG&E