



Executive Committee Meeting
Wednesday, December 4, 2024
9:00 am

In Person:

Conference Room 5
Ava Community Energy
1999 Harrison St., Suite 2300
Oakland, CA 94612

Or from the following locations:

24301 Southland Drive, Suite 101, Hayward, CA 94545
Dublin City Hall - 100 Civic Plaza, Dublin, CA 94568
Balch Enterprises, Inc. – 30960 Huntwood Avenue, Hayward, CA 94544
31 Poynter House, Aberdeen Place, St John's Wood, NW8 8JP

Via Zoom:

<https://us02web.zoom.us/j/88267670367>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592
or +1 312 626 6799 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)
Webinar ID: 882 676 70367

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@avaenergy.org.

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

1. Welcome & Roll Call

2. Public Comment

This item is reserved for persons wishing to address the Executive Committee on any Ava Community Energy-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 Executive Committee Chair may increase or decrease the time allotted to each speaker.*

3. Approval of Minutes from November 6, 2024

4. Government Fleet EV Charging Grants (Informational Item)

Ava-led initiative resulted in CEC grant funding for government fleet EV charging infrastructure

5. Piedmont Pool NSR Amendment (Informational Item)

Amendment to NSRA w/City to adjust repayment timeline for its electrified community pool

6. CAC Work Plan (Informational Item)

CAC-approved updates to the CAC Work Plan

7. Committee Member and Staff Announcements including requests to place items on future Executive Committee Agendas

8. Adjourn

The next Executive Committee meeting will be held on Wednesday, January 8, 2024.



Draft Minutes
Executive Committee Meeting
Wednesday, November 6, 2024
9:00 am

In Person:

Conference Room 5
Ava Community Energy
1999 Harrison St., Suite 2300
Oakland, CA 94612

Or from the following locations:

Dublin City Hall - 100 Civic Plaza, Dublin, CA 94568
City of Pleasanton, City Council Conference Room – 200 Old Bernal Ave., Pleasanton,
94566

Via Zoom:

<https://us02web.zoom.us/j/88267670367>

Or join by phone:

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

1. (0:00) Welcome & Roll Call

Present: Members: Hu (Dublin), Kalb (Oakland), Marquez (Alameda County), Balch (Pleasanton) and Chair Tiedemann (Albany)

Member Marquez joined the meeting at 9:12am.

Member Kalb joined the meeting at 9:22am

2. (1:47) Public Comment

This item is reserved for persons wishing to address the Executive Committee on any Ava Community Energy-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 Executive Committee Chair may increase or decrease the time allotted to each speaker.

There was no public comment.

3. (2:00) Approval of Minutes from September 4, 2024

Member Balch motioned to approve the minutes. Chair Tiedemann seconded the motion which was approved 3/0/0/0/2 (yes, no, abstain, recuse, not present):

Yes: Members: Hu, Balch and Chair Tiedemann

No: none

Abstain: none

Recuse: none

Not Present: Members Kalb and Marquez

4. (6:14) SMUD Contract Extension (Informational Item)

Report on recommendation to extend SMUD agreement for two years

Kelly Brezovec spoke about Ava Community Energy's collaboration with SMUD for billing, data management, and customer service operations. Kelly Brezovec detailed the proposed two-year contract extension, which includes a rate adjustment from \$1 to \$1.10 per meter per month and noted that this rate remains below inflation-adjusted costs. Kelly also underscored enhancements in the agreement, including preparations for serving new territories like Stockton and Unincorporated San Joaquin County, a reduction in liability thresholds for billing errors, and ongoing recruitment efforts to hire customer service representatives locally.

(26:59) Public Comment - Jessica Tovar spoke about the historical expectation of establishing an in-territory call center and urged the board to develop a plan to fulfill this goal.

Board members discussed:

- Location of SMUD operations
- In-House call center considerations
- SMUD's hiring of in-service territory employees
- Proposal for satellite call center
- Cost sensitivity and rate-payer Impact
- Operational risk
- General satisfaction with SMUD services
- Recognition of union labor

5. (33:33) Resilience Hub Project Management and Technical Assistance (Informational Item)

Report on recommended contract for project management and technical assistance for resilience hubs

JP Ross spoke about the technical assistance program in Ava's Resilience Hub initiative. He recommended contracting with NV5, a leading engineering consultancy with microgrid expertise, to provide program management and technical support for up to 100 resilience hubs over three years. JP Ross outlined a timeline, aiming for board approval in November 2024 and phased launches of related program elements, including solar and storage incentives by early 2025.

Board members discussed:

- How the 200 potential resilience hub sites will be selected
- Clarification sought on whether the goal is to have 100 sites operational by the end of the contract or just ready to apply for funding
- Role of technical assistance support for projects
- Complexity of the process and the voluntary nature of site participation in the technical assistance program
- Site-specific considerations and challenges
- Suggestions for periodic updates on technical assistance progress and learnings from the rollout
- Appreciation for the inclusion of a future work session on the program

6. (50:24) Committee Member and Staff Announcements including requests to place items on future Executive Committee Agendas

There were no Committee Member or Staff Announcements.

7. (50:49) Adjourned at 10:22 am.

The next Executive Committee meeting will be held on Wednesday, December 4, 2024.

Grant Funding for Government Fleet EV Charging Infrastructure

PRESENTED BY: Local Development Team
DATE: December 4, 2024

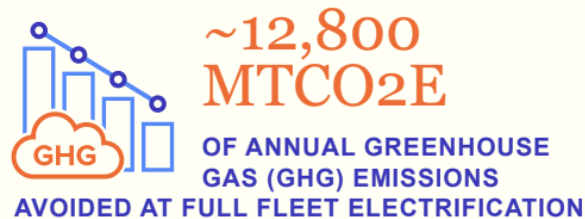
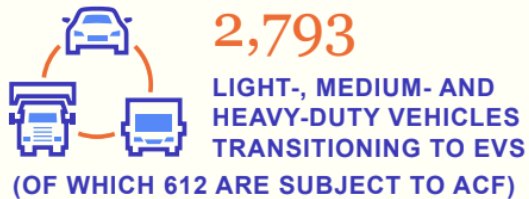


Background

Ava's Municipal Fleet Electrification Program

- No-cost technical assistance to member jurisdictions to develop fleet electrification plans
 - Developed 10-year plans for 13 jurisdictions (+3 private sector medium/heavy-duty fleets)
 - Developed plans for complying with state regulations re: medium/heavy-duty vehicles
 - Ava budget: \$1.45M for 16 fleets over 5 years w/Frontier Energy

Key metrics:



“ OVERALL, I HAD A GOOD EXPERIENCE WORKING WITH THE CONSULTANT TEAM. THEY DID A THOROUGH JOB ANALYZING OUR FLEET DATA, EVEN THOUGH IT WAS VERY MESSY...THE FINAL PRODUCT IS SOMETHING WE HAVE DESPERATELY NEEDED AND WILL GET MUCH USE OUT OF.”

—JENNIFER SAJOR, CITY
OF BERKELEY



CEC Grants: Gov Fleet Charging Infrastructure

CEC GFO: Charging Infrastructure for Government Fleets

- Minimum 100 charger requirement
- Ava provided further assistance to 5 jurisdictions to develop grant applications based on electrification plans
 - Ava budget: \$300K w/Arup
- Resulted in CEC awarding \$7.6M to 3 jurisdictions

Grant Funding Awards

Jurisdiction	CEC Funding	Match Funding	Total Funding
Alameda County	\$3.7M	\$5.2M	\$8.9M
City of Livermore	\$1.6M	\$3.1M	\$4.7M
City of Oakland	\$2.3M	\$3M	\$5.3M
	\$7.6M	\$11.3M	\$18.9M

Next Steps

- City Councils/Board of Supervisors approve Grant Agreements (Dec/Jan)
- CEC approves Grant Agreements at Jan. 21 Business Meeting
- Funding to be disbursed by June 30, 2028 (reimbursement)





Staff Report Item 5

To:	Ava Community Energy Authority Executive Committee
From:	Alex DiGiorgio, Sr. Manager, Public Engagement
Subject:	Approving a resolution to execute an amendment to a non-standard pricing rate and billing agreement with the City of Piedmont
Date:	December 4, 2024

Summary/Recommendation

This memo proposes amending a non-standard pricing rate and billing agreement (NSRA) with the City of Piedmont to adjust the City's repayment schedule so that it aligns with the updated construction timeline of the City's electrified municipal pool.

Financial Impact

The start of the City of Piedmont's on-bill, interest-free loan repayment will begin up to one year later than previously planned.

- This amounts to approximately \$50,000 Ava would have collected in 2025 being deferred until 2026.
- The amended Term of Repayment could last until December 2040, instead of December 2039.

Analysis and Context

In November of 2023, Ava's CEO executed an agreement with the City of Piedmont under the agency's amended *Non-standard Pricing Rate and Billing Policy*, attached to this memo for reference. The agreement provided an interest-free loan of \$750,000 to the City to fund the electrification of its municipal pool, which was scheduled to complete construction by January 2025. Per the terms of the agreement, the City would, starting January 2025, pay Ava a flat, fixed monthly fee of \$4,167 on its electricity bill until the full amount of the loan was repaid.

Since that time, the construction of the City's municipal pool has been significantly delayed. The City had planned to repay the loan with revenues generated by fees from the public's use of the pool. This source of revenue has likewise been delayed since the pool is not yet operational and available to the public. As such, City officials have asked Ava to amend the agreement so that the City's on-bill repayment begins six months following the City's Certificate of Occupancy of the pool, OR by January 31, 2026—whichever occurs first.

If approved, the total repayment amount Ava would collect would not be changed by this amendment; but the timing of the repayment could be deferred by up to one year from the original terms of the agreement. This means Ava may collect \$50,000 in 2026 that it would have otherwise collected in 2025; and the City's final on-bill repayment transaction may occur in 2040, instead of 2039. Nevertheless, the ultimate objectives of the beneficial electrification agreement remain constant. Ava's loan facilitates an Ava Joint Powers Authority (JPA) member-jurisdiction's effort to electrify its municipal facilities and replace fossil fuel-powered infrastructure—and reduce energy-related greenhouse gas emissions in the process. The City's electrified pool will also contribute to Ava's future revenues throughout the facility's operational lifespan.

Attachments

- A. Original Electricity Service Agreement with the City of Piedmont
- B. Proposed Amendment with the City of Piedmont
- C. Copy of Ava's updated Non-standard Pricing Rate and Billing Policy

**ELECTRICITY SERVICE AGREEMENT
BY AND BETWEEN
EAST BAY COMMUNITY ENERGY AUTHORITY
AND
CITY OF PIEDMONT**

PREAMBLE

This Electricity Service Agreement (“Agreement”) is by and between City of Piedmont, a municipal corporation, with its principal place of business located at 120 Vista Ave, Piedmont, CA 94611 (“Customer”), and East Bay Community Energy Authority, a California joint powers authority, with its primary business address at 1999 Harrison Street, Suite 800, Oakland, California 94607 (“EBCE”). EBCE and Customer may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. EBCE is authorized to offer financing and nonstandard energy service billing to municipal customers for beneficial electrification projects on municipal buildings;
- B. Customer has forty-seven energy service accounts with EBCE on one or more standard business rates;
- C. Customer is currently constructing a beneficial electrification project at the community pool facility located at ___777 Magnolia Ave., Piedmont, CA 94611_____ (the “Project”) and therefore is eligible for and wishes to receive a fixed, flat monthly fee in addition to their standard electricity rate to repay financing for the Project;
- D. EBCE desires to support the Project; and
- E. EBCE is willing to provide up front financial support for Customer’s completion of the Project in connection with a fixed, flat monthly fee for repayment of the financing of the Project, subject to Customer complying with the terms of this Agreement.

AGREEMENT

1. INCORPORATION OF PREAMBLE, RECITALS AND EXHIBITS

The Parties to this Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement. Unless the context otherwise expressly requires, all references in this Agreement to Exhibits are to the Exhibits of this Agreement, which are attached hereto and incorporated herein by this reference.

2. DEFINITIONS

Definitions of the terms used in this Agreement and not otherwise defined in the body hereof are set forth in Exhibit A.

3. TERM OF AGREEMENT

This Agreement is effective immediately and remains in effect through December 31, 2039 unless Customer prepays or the Agreement is earlier terminated according to its terms (the "Term").

4. SCOPE OF AGREEMENT

This Agreement governs the addition of a fixed, flat monthly fee, at one Delivery Point associated with 777 Magnolia Ave, Piedmont, CA 94611, as set forth in Exhibit B, which constitutes repayment of financing extended for the Project and is in addition to the electricity rate otherwise applicable to all Accounts. Except as otherwise expressly provided in this Agreement and its Exhibits, EBCE shall continue to provide electricity service to all Accounts in accordance with EBCE's Standard EBCE Rate Schedule incorporated by this reference herein as though set forth in full.

5. SPECIAL FEE STRUCTURE

The special fee is defined in Exhibit A and set forth in Exhibit B.

6. NO BYPASS OR SUBSTITUTION

Customer shall, with respect to all Accounts, take all electricity service requirements from EBCE. Except during emergency or outage situations, or for reasonable and necessary periodic testing of emergency generating equipment, Customer agrees not to purchase or have any portion of its electricity requirement in City of Piedmont procured by any person, firm or entity other than EBCE during the Term of this Agreement. In the event that Customer elects to consider locating self-generation or storage projects on its premises, Customer agrees to work with EBCE to identify partnering opportunities for such projects. Customer shall not re-sell the electricity sold to it by EBCE to any other entity, except that Customer may provide electricity to a sublessee so long as Customer does not markup such electricity so as to charge a profit and so long as such provision is in compliance with all applicable laws.

7. TERMINATION OF OPERATIONS

In the event that Customer, during the term of this Agreement, elects to terminate the Agreement altogether, Customer understands and agrees that EBCE will suffer damages resulting from terminating prior to repayment of financed amount. Customer agrees that the damages to be faced by EBCE in the event of such termination will be difficult or inconvenient to determine, and that the Service Termination Payment in Exhibit B is a fair and reasonable approximation of such damages, is in the nature of liquidated damages and is not in the nature of a penalty.

8. RIGHT OF ACCESS

In addition to and consistent with the rights of access allowed to EBCE pursuant to any applicable laws, regulations, or rules, and subject to EBCE signing a reasonable non-disclosure agreement, Customer hereby grants to EBCE, and its employees, agents and authorized representatives, reasonable accompanied access to energy-related infrastructure supporting the operations of the municipal pool/facility..

9. CREDIT

Upon any request from time to time by EBCE, Customer shall promptly provide to EBCE such financial statements and other information as EBCE may reasonably require to adequately assess Customer's creditworthiness.

10. UNCONTROLLABLE FORCE

Neither Party shall be considered to be in Default in performance of any of its obligations under this Agreement when a failure of performance is due to an Uncontrollable Force. Uncontrollable Force may include, to the extent consistent with the foregoing, Act of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic (including, without limitation, novel coronavirus and/or COVID-19), public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident. No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices. Uncontrollable Force shall not relieve Customer from any payment obligations associated with the Minimum Electricity Volume Threshold provided in Exhibit B, or from EBCE's remedies in connection therewith, except to the extent expressly provided in Exhibit B. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

11. LIMITATION OF LIABILITY

FOR BREACH OR DEFAULT ARISING FROM ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED HEREIN, SUCH REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE IS EXPRESSLY PROVIDED HEREIN, LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS MAY BE INCLUDED IN AN EXPRESS REMEDY PROVIDED FOR HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST

PROFITS OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, TORT, UNDER ANY INDEMNITY OR OTHERWISE, WITHOUT REGARD TO CAUSE OR THE NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY SUCH LIABILITY, EVEN IF DURING THE TERM HEREOF IT ADVISES THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

12. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party as follows:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of the state of its formation and is qualified to conduct business in California and in each other jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of such Party.

(b) Such Party has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on such Party's performance under this Agreement. The execution, delivery, and performance of this Agreement by such Party has been duly authorized by all necessary corporate action on the part of such Party and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of such Party or any other party to any other agreement with such Party.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by such Party with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any law presently in effect having applicability to such Party, the documents of formation of such Party or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which such Party is a party or by which any of its property is bound.

(d) NEITHER PARTY GIVES NOR RECEIVES ANY WARRANTY REGARDING THE SALE, PURCHASE OR DELIVERY OF ELECTRICITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. EBCE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ELECTRICITY FOR A PARTICULAR PURPOSE OR USE. THE OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE PARTIES ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, MEMBER, PARTNER OR AFFILIATE OF A PARTY

UNLESS SPECIFICALLY PROVIDED FOR IN A SEPARATE AGREEMENT.

- 13. THIS AGREEMENT HAS BEEN DULY EXECUTED AND DELIVERED BY SUCH PARTY. THIS AGREEMENT IS A LEGAL, VALID, AND BINDING OBLIGATION OF SUCH PARTY ENFORCEABLE IN ACCORDANCE WITH ITS TERMS, EXCEPT AS LIMITED BY LAWS OF GENERAL APPLICABILITY LIMITING THE ENFORCEMENT OF CREDITORS' RIGHTS OR BY THE EXERCISE OF JUDICIAL DISCRETION IN ACCORDANCE WITH GENERAL PRINCIPLES OF EQUITY, ASSIGNMENTS, AND SUCCESSORS IN INTEREST.**

EBCE and Customer bind themselves, their partners, successors, assigns, executors, and administrators to all covenants and conditions of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the other Party, except that Customer may assign this Agreement to an Affiliate (as defined in Exhibit A) to take over one or more Accounts with the prior written consent of EBCE; provided, however, said Affiliate will be bound by all obligations hereunder and Customer shall notify EBCE of the assignment (and of any change required with regard to the Notice provisions of this Agreement set forth in Section 20) prior to the end of the first Billing Cycle after the Affiliate has received the assignment.

14. AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto and incorporated into this Agreement.

15. INTEGRATED DOCUMENT/TOTALITY OF AGREEMENT

This Agreement and its Exhibits embody the entire non-standard rate and billing agreement and its terms and conditions between EBCE and Customer related to the Project. No other understanding, agreements, conversations, or otherwise, with any officer, agent or employee of EBCE prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding.

16. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. NOTICES

All notices to the Parties hereto shall, unless otherwise requested in writing, be sent to EBCE addressed as follows:

East Bay Community Energy
Attn: - Legal
1999 Harrison St, Suite 800
Oakland, CA 94612

And to Customer addressed as follows:

City of Piedmont
Attn: City Administrator
120 Vista Ave.
Piedmont, CA 94611

18. CAPTIONS

The captions of the various sections, paragraphs, and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

19. STATUTES AND LAW GOVERNING AGREEMENT; VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the state of California without regard to principles of conflicts of law. Any judicial proceedings arising under or in relation to this Agreement shall be brought in the Superior Court for the County of Alameda. Each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. This Section 22 shall survive the expiration or termination of this Agreement for any reason.

20. NON-WAIVER

No waiver by a Party of all or any of its rights with respect to a condition, Default or other matter arising in connection with this Agreement shall constitute or be deemed a waiver by such Party as to any subsequent condition, Default or other matter.

21. RIGHTS AND REMEDIES

Duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies imposed by or available at law.

22. ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally, and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after notice of the dispute, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement. However, prior to commencing any litigation against the other Party, Customer and EBCE shall engage in Alternative Dispute Resolution as follows:

- A. Any controversies between Customer and EBCE regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.

- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of Alameda County appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation, which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

23. OTHER AGREEMENTS

This Agreement shall not prevent EBCE from entering into similar agreements with others that do not conflict with the terms hereof.

24. CONSTRUCTION OF THIS AGREEMENT

This Agreement, and each of its provisions, terms and conditions, has been reached as a result of negotiations between the Parties. Each Party has been represented by counsel. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored by, prepared by, or drafted by, any particular Party, and that the rule of construction to the effect ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or in the resolution of disputes. This Agreement is to be construed to effectuate the normal and reasonable expectations of a sophisticated buyer of electricity services and a sophisticated provider of such services and shall not be construed either for or against either Party.

25. NO PARTNERSHIP

Neither EBCE nor Customer is a partner or joint venturer with the other with respect to the Project and nothing in this Agreement may be construed to make them partners or joint venturers or impose any liability as such on either of them.

26. ENFORCEABILITY

If any provision of this Agreement is determined to be illegal or unenforceable, such determination will not affect any other provisions of this Agreement and all other provisions will remain in full force and effect.

27. BANKRUPTCY CODE ACKNOWLEDGEMENTS

The Parties acknowledge and agree that all transactions contemplated under the terms of this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code. Each Party further agrees that, for purposes of this Agreement, the other Party is not a "utility" as such term is used in Section 366 of the U.S Bankruptcy Code, and each Party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such Party is a debtor. The Parties

further agree that all electricity delivered hereunder constitutes a “good” under Section 503(b)(9) of the U.S. Bankruptcy Code.

28. MOBILE SIERRA

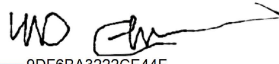
Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to the FERC pursuant to the provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party, or the FERC acting sua sponte shall be the “public interest” standard of review set forth in *United States Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) , and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008).

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including electronic signatures, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

[Signature page to follow]

**EAST BAY COMMUNITY ENERGY
AUTHORITY (“EBCE”)**

DocuSigned by:

9DE6BA3222CE44E...

Signature

11/2/2023

Date

Nick Chaset

Name

CEO

Title



Approved as to Form

“CUSTOMER”

City of Piedmont

Company Name

120 Vista Avenue, Piedmont, CA 94611

Company Address

Rosanna Bayon Moore

10.05.23

Authorized Signatory

Date

Rosanna Bayon Moore

City Administrator

Name of Authorized Signatory

Title

Rosanna Bayon Moore

Contact Name

rbayonmoore@piedmont.ca.gov

Contact Email Address

510-420-3040

Contact Telephone Number

**ELECTRIC SERVICE AND FEE AGREEMENT
BY AND BETWEEN
EAST BAY COMMUNITY ENERGY AUTHORITY
AND
CITY OF PIEDMONT**

EXHIBIT A

DEFINITIONS

Accounts means all currently existing or subsequently established Customer electric service accounts, including all facilities and equipment that consume electricity in Alameda County, California, whether owned or leased by Customer. Accounts that are terminated by Customer for non-use are excluded from this definition.

Affiliate means any entity that is directly or indirectly owned or controlled by Customer or its ultimate corporate parent company.

Alternative Dispute Resolution shall mean the dispute resolution procedures set forth in Section 25.

Billing Cycle means one of twelve (12) monthly scheduled intervals per calendar year, in which electric meters for all Accounts are read, and for which electricity bills are subsequently rendered to Customer.

Default means, with respect to the defaulting Party the occurrence of any of the following: (i) the failure to make, when due, any payment required pursuant to this Agreement or otherwise, if such failure is not remedied within five (5) business days after receipt of written notice; (ii) any representation or warranty is false or misleading when made or repeated; (iii) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Default) if such failure is not remedied within five (5) business days after written notice; (iv) the failure by Customer to provide adequate assurances in accordance with Section 11; (v) such Party (or such Party's credit support provider) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors; (vi) notwithstanding the provisions of Section 15 hereof, such Party makes an assignment or any general arrangement for the benefit of creditors; (vii) such Party otherwise becomes bankrupt or insolvent (however evidenced); (viii) such Party becomes unable to pay its debts as they fall due; (ix) termination of any of the terms set forth in Exhibit B; or (x) any default under any other agreement between the Parties.

Delivery Points means the respective meters associated with the respective Accounts that shall be mutually agreed upon by the Parties.

Effective Date means the date that the final signatory executes the Agreement.

Price shall have the meaning set forth in Exhibit B.

Standard EBCE Rate Schedule is the set of rates for electricity service adopted by EBCE from time to time.

Term has the meaning set forth in Exhibit B.

Uncontrollable Force means any cause beyond the reasonable control of the Party affected, and which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefor.

**ELECTRIC SERVICE AGREEMENT
BY AND BETWEEN
EAST BAY COMMUNITY ENERGY AUTHORITY
AND
CITY OF PIEDMONT**

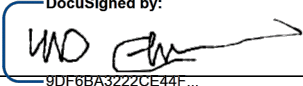
EXHIBIT B

ADDENDUM - TERM OF CONTRACT AND RATES CHARGED

This Addendum (“Addendum”) supplements the Electricity Service Agreement referred to above (the “Agreement”). Capitalized terms not otherwise defined in this Addendum shall have their meanings set forth elsewhere in the Agreement, including its Appendices. The terms of this Addendum may be amended upon execution of a new addendum, substantially in the form of this Exhibit B, reflecting such adjusted terms.

Financed Amount:	\$750,000
Interest Rate:	0%
Distribution of Funds:	January 1, 2024
Term of Repayment:	January 2025 through December 2039 (180 months)
Location and Delivery Point of Project:	777 Magnolia Ave, Piedmont, CA 94611
Service Address Bill for Repayment Fee	777 Magnolia Ave, Piedmont, CA 94611
Fixed Monthly Fee:	Flat, fixed monthly fee of \$4,167.00 based on billing cycle
Prepayment Options:	The Customer has the option to prepay part or all of the financing amount at any time. If a partial prepayment is made the Fixed Monthly Fee will be adjusted to reflect the remaining balance divided by the remaining months in the term.
Service Termination Payment:	100% of the amount remaining payable on this Agreement as of the date of such termination

EAST BAY COMMUNITY ENERGY AUTHORITY (“EBCE”)

Signature  9DF6BA3222CE44F...

11/22/2023

Date

Name Nick Chaset



Approved as to Form

CITY OF
PIEDMONT:

By: 
City Administrator

Attest:


Sheri Hartz, Interim City Clerk

APPROVED AS TO FORM:


Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

“CUSTOMER”

City of Piedmont

Company Name

120 Vista Avenue, Piedmont, CA 94610

Company Address



10.05.23

Authorized Signatory

Date

Rosanna Bayon Moore

Name of Authorized Signatory

Title

Rosanna Bayon Moore

Contact Name

rbayonmoore@piedmont.ca.gov

Contact Email Address

510-420-3040

Contact Telephone Number

First Amendment to Electricity Service Agreement by and Between Ava Community Energy Authority and the City of Piedmont

This First Amendment to the Electricity Service Agreement with the City of Piedmont, a municipal corporation (“First Amendment”) is made as of the date of last signature below, by and between the Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“Ava”) and the City of Piedmont (“Customer”), for the purposes of adjusting the repayment term.

Recitals

- A. Ava and Customer entered into that certain Electricity Service Agreement on November 22, 2023 (“Agreement”), wherein Ava agreed to provide upfront financial support for the Customer’s completion of a beneficial electrification project at the community pool facility located at 777 Magnolia Ave, Piedmont, CA 94611, with a fixed, flat monthly fee for repayment of the financing of the project.
- B. Ava and Customer now desire to amend the Agreement to update the notice contact information for Ava and to adjust the term of repayment.
- C. On October 24, 2023, East Bay Community Energy Authority legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

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

- 1. All references to East Bay Community Energy (“EBCE”) in the Agreement are hereby amended to Ava Community Energy (“Ava”).
- 2. Section 17 of the Agreement (“Notices”) is amended in part to update Ava’s contact information to:

Ava Community Energy
Attn: Legal
1999 Harrison Street, Suite 2300
Oakland, CA 94612
- 3. Exhibit B (“Addendum – Term of Contract and Rates Charged”) of the Agreement is replaced in its entirety by Exhibit B, attached hereto.
- 4. All other terms and conditions in the Agreement not otherwise modified by this First Amendment will remain in full force and effect.

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

Ava Community Energy Authority,
A Joint Powers Authority

City of Piedmont
A Municipal Corporation

Howard Chang
Chief Executive Officer

Name:
Title:

Date: _____

Date: _____

Approved as to form:

Attest:

Ava Legal Director

Anna Brown, City Clerk

Approved as to form:

Michelle Marchetta Kenyon City Attorney
Deepa Sharma, Assistant City Attorney

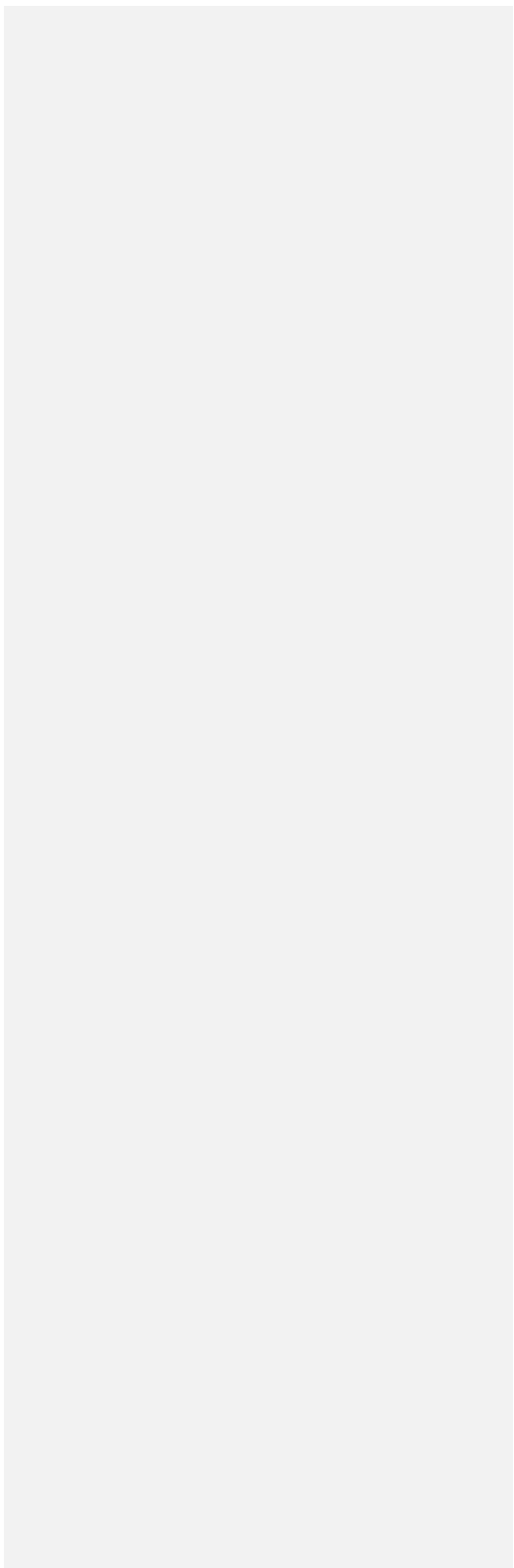
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Exhibit B

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This Addendum (“Addendum”) supplements the Electricity Service Agreement referred to above (the “Agreement”). Capitalized terms not otherwise defined in this Addendum shall have their meanings set forth elsewhere in the Agreement, including its Appendices. The terms of this Addendum may be amended upon execution of a new addendum, substantially in the form of this Exhibit B, reflecting such adjusted terms.

Financed Amount:	\$750,000
Interest Rate:	0%
Distribution of Funds:	January 1, 2024
Term of Repayment:	<p>180 months beginning on the earlier of (1) the first day of the full calendar month six (6) months following the issuance of the Certificate of Occupancy related to the Project or (2) by January 31, 2026.</p> <p>Customer shall promptly notify Ava in writing upon receipt of the Certificate of Occupancy for the purposes of confirming the exact day repayment will begin.</p>
Location and Delivery Point of Project:	777 Magnolia Ave, Piedmont, CA 94611
Service Address Bill for Repayment Fee	777 Magnolia Ave, Piedmont, CA 94611
Fixed Monthly Fee:	Flat, fixed monthly fee of \$4,167.00 based on billing cycle
Prepayment Options:	The Customer has the option to prepay part or all of the financing amount at any time. If a partial prepayment is made the Fixed Monthly Fee will be adjusted to reflect the remaining balance divided by the remaining months in the term.
Service Termination Payment:	100% of the amount remaining payable on this Agreement as of the date of such termination.



AMENDED AND RESTATED
EAST BAY COMMUNITY ENERGY
NON-STANDARD PRICING RATE AND BILLING AGREEMENT POLICY

Policy 13.1

Agenda Date: July 19, 2023

Resolution Number: R-2023-40

When offering Non-Standard Pricing Rate and Billing agreements (“Agreement”) for electric generation service to eligible customers, EBCE adheres to a defined Non-standard Pricing Rate and Billing Agreement policy (“Policy”). Under this Policy, the Agreement must comply with the following requirements:

1. The Agreement must be with a large commercial, industrial, agricultural, or municipal customer with one or more accounts on Direct Access, granted a Direct Access allocation, or that is implementing beneficial electrification projects on a municipal building,
2. the Agreement must be marginal cost-based and account for any volume and/or price risk, including risk associated with investor-owned utility fees,
3. the Agreement must be priced to allow EBCE to cover variable costs and achieve some level of contribution to fixed cost, reserve margin, and programs,
4. the Agreement must require a commitment level from the customer (e.g., volume, length of term) commensurate with the rate offered to the customer,
5. the Agreement must provide power that is at least as low emitting as, and with at least as much renewable energy content as, the Bright Choice or other EBCE baseline standard service, and
6. the Agreement must be used to leverage an opportunity to prevent departing load, gain load previously on Direct Access service, or support the implementation of beneficial electrification projects on a municipal building.



**Staff Report Item 6:
Recommendation**

To:	Ava Community Energy Authority
From:	Alex DiGiorgio, Sr. Manager, Public Engagement Cait Cady, Sr. Coordinator, Public Engagement
Subject:	Seeking feedback on a proposed update to the Community Advisory Committee's Work Plan.
Date:	December 4, 2024

Summary/Recommendation

The Community Advisory Committee (CAC) and staff seek feedback from the Executive Committee on a proposed update to the CAC's Work Plan, which was originally adopted in 2018 during Ava's initial launch of service. The Community Advisory Committee has approved a draft update to their work plan, which was developed through collaborative strategic planning process with staff. The updated Work Plan requires Board review and approval to be formally adopted.

Financial Impact

This item has no financial impact.

Analysis and Context

Section of 4.9 of Ava's JPA Agreement establishes the Community Advisory Committee and states that the CAC will operate in accordance with a work plan periodically adopted by the Board of Directors. The CAC's most recent work plan was adopted by the Board of Directors on October 17, 2018.

On October 16, 2024, the Community Advisory Committee convened a strategic planning session that included all current Members and Alternates, along with Ava staff, to discuss the Committee's forward-looking priorities and interests. The goal of the discussion was to ensure the CAC's updated Work Plan reflects and articulates a clear process of engagement with Ava's staff and Board.

Ahead of the strategic planning session, the CAC Chair circulated a survey among all Members and Alternates to collect feedback and individual member priorities. Ten out of fourteen Members/Alternates submitted their feedback. Member responses are anonymized and included in the presentation (pgs. 15-21). Following the strategic planning session, staff worked with the CAC Chair and Vice Chair to draft a summary of the feedback provided via the survey responses and during the October 16th CAC meeting. This summary was then presented to the entire Committee as a draft update to the Work Plan.

On November 18, 2024, the CAC reviewed the draft updated Work Plan and unanimously approved it, with the inclusion of minor edits. These have been incorporated into the attached draft Work Plan. As a final step, the updated CAC Work Plan must be approved by Ava's Board to be formally adopted.

Attachments

- A. Draft Work Plan update
- B. CAC Member survey responses and Strategic Planning Session overview
- C. 2018 CAC Work Plan



Community Advisory Committee Work Plan

November 25, 2024

Draft approved by the Community Advisory Committee on 11/18/24.

*Approved by Ava Board of Directors on 10/17/18
Updated 9/10/18 to reflect direction by Ava Executive Committee
Original Draft to Executive Committee dated 8/21/18*

Ava Community Advisory Committee Work Plan

The purpose of the Ava Community Energy Authority Community Advisory Committee ("CAC") is to advise the Ava Board of Directors ("Board") on all subjects related to the operation of the Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program") as provided in Section 4.9 of the Ava Joint Powers Agreement and "set forth in a work plan adopted by the Board of Directors from time to time."¹ The work plan is intended to facilitate the CAC's advisory process and subject matter prioritization, without dictating or limiting its scope.

The CAC Work Plan includes but is not limited to the following:

1. Recommendations to Ava's Board on recurring Board items (examples below):

- Annual budgeting (May/June)
- Legislative priorities (annual)
- Integrated Resource Planning (biennial)

2. Recommendations to Ava's Board on non-recurring Board items/issues of general public interest to be agendized/discussed at a CAC meeting (examples below):

- Local Development & Programs (e.g. Local Development Business Plan; equity; energy affordability)
- Policy (e.g., regulatory/legislative issues outside of annual legislative cycle)
- Marketing/Public Engagement (e.g., Stockton/Lathrop outreach related to initial citywide enrollments in 2025; Ava ad campaigns; Ava brand updates, etc.)

3. CAC- initiated items for recommendation to the Board via / Ad Hoc CAC Committee formation (examples below):

- Ad Hoc: Energy Affordability Committee
- Ad Hoc: Emerging Tech Committee: Bi-directional charging; offshore wind; etc.
- Ad Hoc: Local Climate Action Plans (CAPs) Committee: City-specific CAPs
- Ad Hoc: Community Resilience

Excerpts from JPA

The JPA in its entirety is located [here](#).

Below are two excerpts relating directly to the CAC.

¹ Full JPA language specific to the CAC included as Attachment 1.

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

4.9 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.

CAC Strategic Planning Session



1. CAC Meet & Greet
2. Strategic Planning Session:
Discussion & Review of
Survey Responses to Guide
CAC Work Plan Updates



CAC Strategic Planning Session



Goals of CAC Meet & Greet + Strategic Planning Session

- 1) Cultivate rapport & strengthen CAC relationships as we welcome new CAC members/Ava communities
- 2) Develop an updated, organized Work Plan (per JPA Sec. 4.9)
- 3) Help the CAC identify priorities and align with staff processes



Ava Community Energy Overview



History in Brief

- 2015 CCA Steering Committee convened & feasibility study commissioned by Alameda County
- 2016 Ava formed as a Joint Powers Authority (JPA)
- 2018 Launched service to residential and commercial customers in 11 cities and unincorporated Alameda County
- 2019 Cities of Tracy, Pleasanton, and Newark join JPA
- 2021 Began service to Cities of Tracy, Pleasanton, and Newark
- 2022 City of Stockton joins JPA
- 2023 City of Lathrop joins JPA
- 2024 Unincorporated San Joaquin County joins JPA; service expected to begin in 2026 (pending CPUC certification)
- 2025 Service begins to the Cities of Stockton and Lathrop



Community Advisory Committee Overview



Community Advisory Committee

- The CAC was established in Section 4.9 of Ava's Joint Powers Agreement
- The Committee acts in a solely advisory capacity
- CAC Members/Alts are appointed by the Board of Directors
 - They are nominated by regional Board Members, except for two (2) At Large members
- The CAC meets once a month (usually the Monday before the BOD meets)
- Examples of previous CAC discussion items:
 - Long-term energy contracts
 - Local development initiatives
 - Legislative priorities
 - Annual Ava budgeting process & value proposition
 - Branding and marketing initiatives



“ 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.”

Ava Community Energy Joint Powers Authority (JPA), Section 4.9



Current CAC Structure

(Subject to adjustment to reflect new JPA members/ communities & service area expansion)

Region/ Jurisdictions	JPA Vote Share	CAC Seat Allocation	Alternate Seat Allocation
North Albany, Berkeley, Oakland, Emeryville, and Piedmont	27.7%	3	1 (OPEN)
East Dublin, Livermore, and Pleasanton	12.8%	1	1
South Fremont, Union City and Newark	20.1%	2	1 (OPEN)
Central Hayward, San Leandro, and Alameda County Unincorporated	18.5%	2	1
San Joaquin County Tracy, Stockton, and Lathrop	20.9%	2	1 (OPEN)
At-large		2	
Total		12	5



Current CAC Membership

Member	Region
Cynthia Landry	North
Indira Balkissoon	North
Peter Weiner (Alt)	North
Pete Stephenson	East
Jill Gile (Alt)	East
Vijay Lakshman	South
Shiva Swaminathan	South
Ernesto Pacheco	Central
Lorraine "Mickey" Souza, Vice Chair	Central
Rachel DiFranco (Alt)	Central
Harman Ratia	San Joaquin County
Davis Harper	San Joaquin County
Jim Lutz	At Large
Ed Hernandez, Chair	At Large



2018 CAC Work Plan

- In 2018, the CAC proposed adding three broad areas of focus

- **Area 1: Beneficial Pillars**
 - Social – Jobs/workforce training, community resiliency, social equity issues
 - Economic – Rates and budgets
 - Environmental – Distributed generation projects, energy efficiency, demand response, building electrification, EVs

- **Area 2: Local Opportunities**

- **Area 3: Legislative/Public Policy/Regulatory**



Work Plan Development



Strategic Planning

- **Goal**
 - Discuss the Committee's priorities and energy interest areas
 - Discuss updates to the CAC's Work Plan
- **Process**
 - To help inform today's discussion, the CAC Chair sent a survey to all Members and Alternates ahead of this meeting to collect feedback about priorities
 - 10 Members submitted responses
 - A summary of responses can be found in the agenda packet
 - The next several slides will include an overview of survey responses to key questions



Priorities

Survey Question: What do you see as the highest priorities of this Committee?

Common responses from the CAC survey:

- Advocating for Ava communities/geographic regions
- Thinking about local impact
- Providing local expertise and feedback to Ava's staff and Board
- Advocating for affordable and clean electricity



Priorities: Overview of Survey Responses

- "Rate allocation to help those in need; advocacy for steps to lower costs of renewable energy."
- "Meeting the needs of the public"
- "To advise the Ava Community Energy board and to bring issues of importance to the attention of the Board."
- "Assisting AVA Community Energy meet the goal of purchasing 100% clean power for all customers by 2030. Also to listen to the public and advising the Board of AVA on issues related to keeping electricity accessible and equitable as well as assisting the board to make decisions about investing in the communities served by AVA to transition to renewable energy."
- "Independence of Ava from PG&E (like AMP, SMUD, SVP), reduction in costs to customers."
- "Collect public opinion and advocate for the community."
- "Thinking about the the impact to communities and provide recommendations."
- "Creating affordable, clean and renewable energy for the residents and good paying local jobs in this sector"



Priorities: Overview of Survey Responses (cont.)

- “Community advisory committee members provide local expertise to advise the Board of Directors on Local Development project priorities, policy issues (affordability, clean energy procurement, etc), and community engagement needs specific to the geographic areas they represent. The committee reviews each Board of Directors agenda ahead of time and makes recommendations. The advisory body is extremely important to ensure diverse perspectives and locally specific priorities are uplifted in policy and programmatic investment decisions made by the Board of Directors.”
- “I see the CAC as a body that provides a gut check to and ground truthing of efforts being proposed and considered by the Ava staff and Board of Directors. As representatives of the community, the CAC can offer insight on community needs and priorities, suggestions for programs and services, and feedback on staff initiatives before they reach the Board for consideration.”



Energy Topics

Survey question: Please identify energy topics and/or Ava energy programs you think the CAC should focus on in the coming year?

Frequently mentioned topics in CAC survey:

- Affordability/lowering electricity bills for customers
- Equitable programming that prioritizes low-income customers and environmental justice
- Building and transportation electrification programs
- Solar and Storage incentives/programs



Energy Topics: Overview of Survey Responses

- “Rolling out local business development programs with a special focus on environmental justice communities. Keeping customers total electricity bills low.”
- “Renewable solutions coupled with energy conservation.”
- “Equitable and affordable building and transportation electrification are essential. Heat pump water and space conditioning technologies are more costly than their gas alternatives, the public is still not widely aware of the technologies, the contractor base still has significant needs for education and training, the distribution network still needs to become stronger, and upgrade efforts are targeted toward single family homeowners or commercial property owners, not tenants. Similarly, transportation electrification is still concentrated on high-end new EV models, and EV charging deployments tend to be geographically located in areas that serve these wealthier EV owners. Moderate and lower income individuals, youth, the elderly, and renters all are left out of the equation. I would like to see Ava focus on rolling out new electrification programs that are specifically designed to help moderate and low income households and renters.”



Energy Topics: Overview of Survey Responses (cont.)

- “Keeping electricity prices affordable, introducing and supporting electrification technologies that reduce GHG emission's like bidirectional charging.”
- “Rolling out solar and energy storage for the low income.”
- “Solar and wind”
- “Independence of Ava from PG&E (like AMP, SMUD, SVP), reduction in costs to customers.”
- “Resilience hubs, incentives for solar and battery storage for residents.”
- “How to reduce permitting costs and delays”



Meeting Frequency & Length

- Survey question: Do you feel that the current frequency and length of CAC meetings is optimal? Currently once a month for 2-3 hours. If no, what specific adjustments would you make to frequency and length?
- Take aways
 - 4 responses satisfied with frequency and length
 - 2 responses prefer meetings are shorter than 3 hours
 - 2 responses recommend more frequent meetings
 - Suggestion of subcommittees, if necessary



Next Steps

- CAC/staff to develop draft updates to CAC Work Plan identifying key focus areas
- Draft updates agendaized for future CAC discussion/consideration
- Final updates to the CAC Work Plan must be approved by the Board of Directors





Appendix



Ava Community Energy Overview

Ava Community Energy (Ava) is a local community choice power supplier committed to providing Alameda County and the City of Tracy with clean, green electricity at low rates. Ava service will expand to Stockton and Lathrop in 2025.

Ava is the default provider of electricity generation service (the power plants) for all customers (residential, commercial, and municipal) in the jurisdictions we serve. Per State law (AB 117), Customers are automatically enrolled in Ava's service and are billed by PG&E.

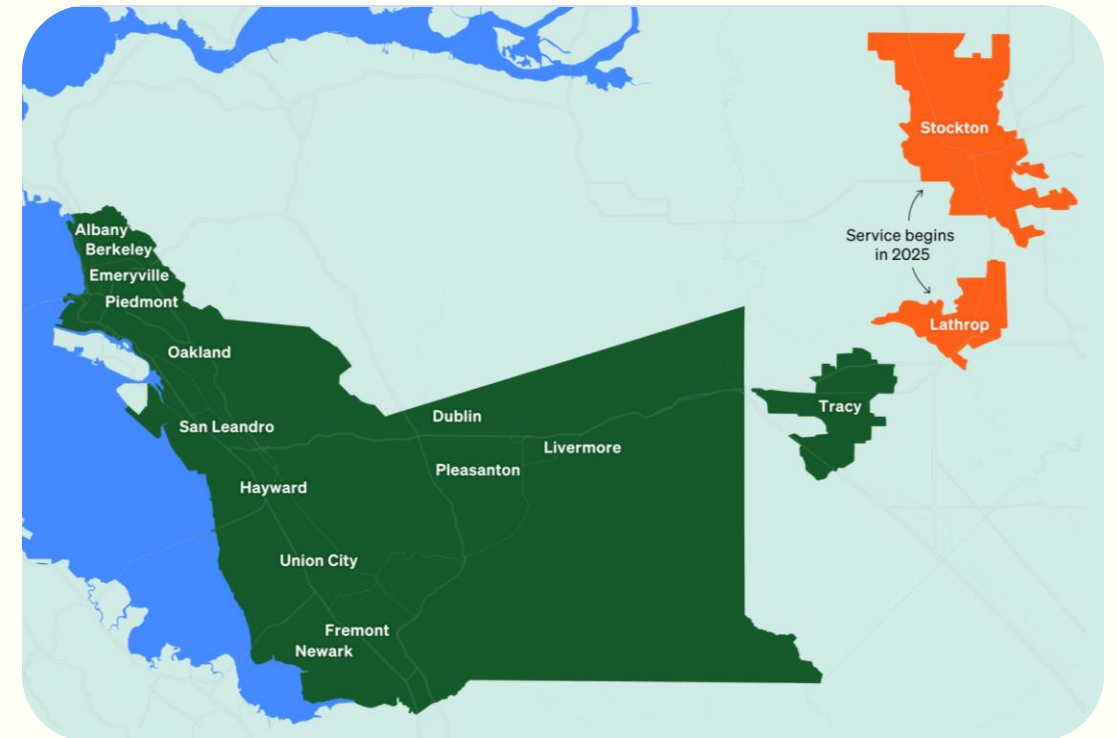
Ava is a not-for-profit public agency that reinvests earnings back into the community to create local green energy jobs, local energy programs, and clean power projects.



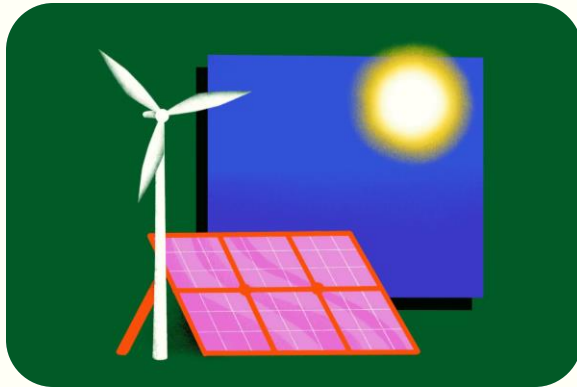
Ava Member Jurisdictions

Alameda County and the City of Tracy are members of Ava's Joint Powers Authority (JPA). In 2022, the City of Stockton joined the JPA, quickly followed by the City of Lathrop in 2023. These two San Joaquin County cities will begin service with Ava in 2025.

In July of 2024, Ava's Board approved the JPA membership request of unincorporated San Joaquin County. The County's membership is currently pending certification by the California Public Utilities Commission (CPUC), with service expected to begin in 2026.



How it Works



Ava Buys Clean Power

Ava buys from, and is building, clean power plants. Ava sells the power to customers at low rates.



PG&E Delivers the Power

Ava's power is delivered to customers by PG&E. Customers pay PG&E for power delivery as they always have.



You Get the Power & Benefits

You benefit from clean energy, low rates, local governance, and innovative programs.



Customer Billing: How it Works

Your bill comes for PG&E every month.

A. Your Account Number

You will need this number if you change your Ava service level or choose PG&E service.

B. PG&E Delivery Charges

This is PG&E's charge to deliver electricity over their transmission lines, maintain infrastructure, and provide other services including their customer service and billing.

C. Ava Electric Generation Charges

This charge covers Ava's cost of purchasing clean electricity for customers, plus relevant local taxes.

D. Total Amount Due

This is the total amount you pay to PG&E for all charges from both PG&E and Ava.

The image shows a screenshot of a PG&E Energy Statement. A large white box highlights the 'Your Account Summary' section, with callouts A, B, C, and D pointing to the Account Number, the summary table, the 'Current PG&E Electric Delivery Charges' row, and the 'Total Amount Due' row, respectively. Below the main table, there is a 'Monthly Billing History' bar chart and a 'Daily Usage Comparison' line chart.

ENT		Account No:	[REDACTED]
		Statement Date:	12/06/2023
		Due Date:	12/27/2023
Your Account Summary			
Amount Due on Previous Statement		\$283.36	
Payment(s) Received Since Last Statement		-283.36	
Previous Unpaid Balance		\$0.00	
Current PG&E Electric Delivery Charges		\$76.63	
Ava Community Energy Electric Generation Charges		48.08	
Current Gas Charges		83.99	
Total Amount Due by 12/27/2023		\$208.70	

Page 1: Sample Bill



What are my Options?

KEY

Attachment Staff Report Item 6B

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



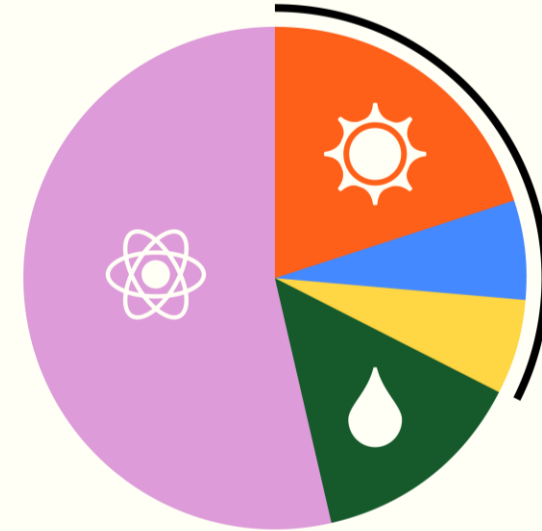
Bright Choice

55% renewable energy
at rates 5% below PG&E



Renewable 100

100% solar & wind
energy at 1/4 cent per
kilowatt-hour above PG&E
rates



PG&E



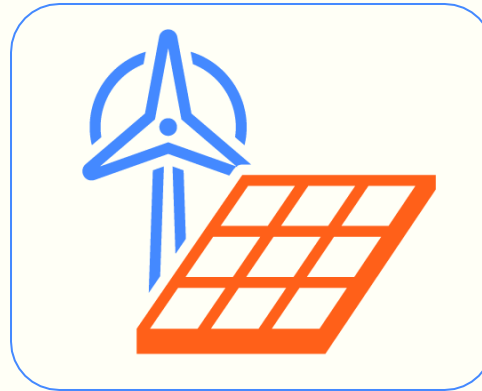
What are the Benefits?



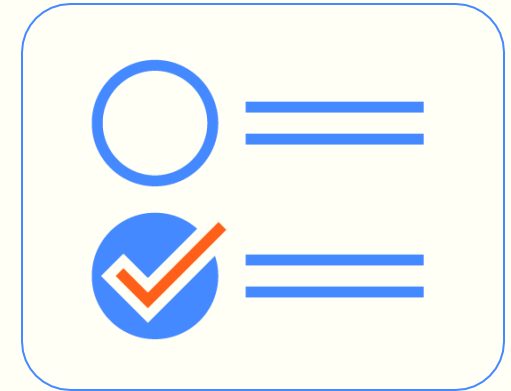
Lower Rates



Local Control & Investment



Sustainability



Customer Choice and Programs



Local Development



Transportation Electrification

- Public fast charging network
- Medium/heavy duty vehicle electrification
- E-Bike incentives



Building Electrification

- Induction stove retrofits
- Induction cooking demonstrations



Resilience

- Resilient Critical Municipal Facilities
- Resilience Hubs
- Solar + Storage Incentives



Energy Efficiency

- Commercial Energy Efficiency



Responses Collected from the CAC Member Survey

10 CAC Members/Alternates submitted responses.

What do you see as the highest priorities of this Committee?

- “Rate allocation to help those in need; advocacy for steps to lower costs of renewable energy.”
- “meeting the needs of the public”
- “To advise the Ava Community Energy board and to bring issues of importance to the attention of the Board.”
- “Assisting AVA Community Energy meet the goal of purchasing 100% clean power for all customers by 2030. Also to listen to the public and advising the Board of AVA on issues related to keeping electricity accessible and equitable as well as assisting the board to make decisions about investing in the communities served by AVA to transition to renewable energy. “
- “Independence of Ava from PG&E (like AMP, SMUD, SVP), reduction in costs to customers.”
- “Collect public opinion and advocate for the community.”
- “Thinking about the the impact to communities and provide recommendations.”
- “Creating affordable, clean and renewable energy for the residents and good paying local jobs in this sector”
- “Community advisory committee members provide local expertise to advise the Board of Directors on Local Development project priorities, policy issues (affordability, clean energy procurement, etc), and community engagement needs specific to the geographic areas they represent. The committee reviews each Board of Directors agenda ahead of time and makes recommendations. The advisory body is extremely important to ensure diverse perspectives and locally specific priorities are uplifted in policy and programmatic investment decisions made by the Board of Directors.”
- “I see the CAC as a body that provides a gut check to and ground truthing of efforts being proposed and considered by the Ava staff and Board of Directors. As representatives of the community, the CAC can offer insight on community needs and priorities, suggestions for programs and services, and feedback on staff initiatives before they reach the Board for consideration.”

Please identify energy topics and/or Ava energy programs you think the CAC should focus on in the coming year?

- “Rolling out local business development programs with a special focus on environmental justice communities. Keeping customers total electricity bills low.”
- “Renewable solutions coupled with energy conservation.”
- “Equitable and affordable building and transportation electrification are essential. Heat pump water and space conditioning technologies are more costly than their gas alternatives, the public is still not widely aware of the technologies, the contractor base still has significant needs for education and training, the distribution network still needs to become stronger, and upgrade efforts are targeted toward single family homeowners or commercial property owners, not tenants. Similarly, transportation electrification is still concentrated on high-end new EV models, and EV charging deployments tend to be geographically located in areas that serve these wealthier EV owners. Moderate and lower income individuals, youth, the elderly, and renters all are left out of the equation. I would like to see Ava focus on rolling out new electrification programs that are specifically designed to help moderate and low income households and renters.”
- “How to reduce permitting costs and delays”
- “Keeping electricity prices affordable, introducing and supporting electrification technologies that reduce GHG emission's like bidirectional charging.”
- “Rolling out solar and energy storage for the low income.”
- “Solar and wind”
- “Independence of Ava from PG&E (like AMP, SMUD, SVP), reduction in costs to customers.”
- “Resilience hubs, incentives for solar and battery storage for residents.”

Please share some examples of how your background reflects Ava’s community and how it informs the insight you’re able to provide on the Committee.

- “I grew up in Fremont and have lived in San Leandro and now unincorporated Alameda County (Hayward-Cherryland). My parents are blue collar and as a child we at times struggled with paying all the bills. As an environmentalist I am acutely aware of the challenge that many households face when considering how their money will be spent, and I want to ensure that climate solutions are available and accessible to all community members, not just those with disposable income.”

- “Previous elected, understand how people may perceive the value of Ava, if none, they would opt out.”
- “My business consults for clients to reduce emissions using energy efficiency.”
- “I have worked with community advisory committees (CACs) in my role at the Environmental Protection Agency (USEPA) as a Superfund Remedial Project Manager. I have also served as an Environmental Justice Project Officer and a Tribal Coordinator for USEPA. I was one of the authors and project manager of USEPA Region 1 (New England) Urban Environmental Program. CACs provided expertise, local knowledge, and experience critical to the success of my projects at EPA. They served as a voice for the community to the Agency.

I bring a professional background in environmental science, regulation, policy, greenhouse gas verification and community outreach. I have a Master of Science Degree in Geology (New Mexico Institute of Mining and Technology) and a Masters of Public Administration (Harvard University). I have worked in the environmental field for 30 plus years while at the USEPA and later as a consultant to USEPA. Finally, I worked for a Designated Operational Entity, Det Norse Veritas under the Kyoto Protocol for Norway which verified carbon credits. I was also one of California’s delegates to the United Nations Climate Conference of Parties in 2008 Poznan and 2009 Copenhagen.

I have been a resident of Piedmont for the past 23 years. My children attended Piedmont Schools. I retired in 2019 and am associated with 3 groups in Piedmont and have an opportunity to be in contact with many people. I have and continue to support the City to pursue the Climate Action Plan (CAP 2.0) and other sustainability goals as a past member of a climate action group called Piedmont Connect (Connect).

As member of Connect, I worked on issues related to the Piedmont REACH Codes (REACH Codes) and the All-electric Community Pool. Overall my main input was to provide technical comments where possible to assist the City Council in evaluating the various proposals for the REACH codes as well as for the pool. For the pool, Connect explored the energy options available and concluded that an all electric net zero energy pool was possible based on available technology including solar and heat pumps. This conclusion was validated by the architects and City Council.

Currently I am a member of the Piedmont Electrification Task Force focusing on ways to reduce residential GHG emissions.

I own an almost 100 year old home which we have been electrifying and have become very familiar with some of the unique questions, frustrations, and costs associated with residential electrification. Electrification is not a one size fits all. I think I bring the knowledge and objectivity to assist from a place of technical knowledge rather than advocacy and can understand the trade-offs home owners face when trying to figure out the best and most affordable options for them.”

- “Livermore resident for 24 yrs, solar owner-1.5 years”

- "I am a senior citizen. I am an expert in permitting costs and delays."
- "I have been a resident of Alameda county, specifically Oakland for over thirty years and actively supporting energy democracy for the past dozen years."
- "I am a physicist and understand nuclear energy and related issues."
- "I've been in solar and battery storage area for now than a decade and can share different ideas on how we in CAC bring different ways to solve low income customers."
- "I am a Stockton resident who is from the Central Valley. I've built lasting cross-sector partnerships, developed an expertise in public fund development for climate projects, and have deep expertise in the Stockton community."

I worked with Stockton community leaders, policymakers, and allied organizations to facilitate Stockton's membership in Ava Community Energy. I facilitated peer-to-peer meetings between Stockton City staff and CCA member jurisdictions throughout California; coordinated a letter with Stockton EJ groups to CPUC commissioners following delays to Stockton's service launch with EBCE; studied several CCA expansions and initiatives; provided educational presentations on CCA to chambers of commerce, city councils, and graduate classes; and facilitated roundtable discussions among staff from CCAs, city officials, elected leaders, and community organizers to provide education on CCA and spur collaborative locally tailored program development.

I've also provided grant scoping and development services resulting in more than \$11M of public and philanthropic funding for regional economic development planning efforts and climate resilience hub projects in Stockton and the broader North San Joaquin Valley."

Please share any relevant information on energy-related experience or expertise that you have.

- "Building analyst with 15 years of experience in energy efficiency."
- "Worked 7 yrs in solar industry- educating home owners about PGE rates, tier-pricing and net metering. Sold batteries, solar systems and EV chargers. Many brands including Enphase and Tesla."
- "As a consultant, I orchestrated technical assistance from NREL staff to support an EJ community-led resilience hub project. At a climate policy nonprofit, I researched CPUC dockets and followed several CPUC proceedings and state legislative and regulatory decisions impacting CCAs; as a newspaper reporter, I covered PG&E PSPS events, PG&E bankruptcy; and general rate cases."

- “I have extensive knowledge of energy efficiency standards at the state and national level with strong interest in water heating and plumbing. In the past few years this has included technical efforts to electrify water heating in California.”
- “I have extensive experience with nuclear energy and nuclear-related issues.”
- “I have worked in the energy and climate sector for 15 years. I have project and program management experience in residential, commercial, and municipal energy efficiency, demand response, solar, microgrids, and electric vehicles. My current position with the City of Palo Alto Utilities is overseeing multifamily and e-mobility programs. I am also a LEED Accredited Professional in Building Operations and Maintenance, and have robust experience in community-scale greenhouse gas inventories and climate action planning. I am also well-versed in climate messaging for behavior change and have a strong sense of the types of messaging and program design elements that are necessary to make a program successful.”
- “I’ve provided several implementation recommendation for our community around the SF Bay.”
- “I represent renewable energy companies and trade associations on land use and regulatory matters.”
- “Serving Ava Community Energy board.”

Do you feel that the current frequency and length of CAC meetings is optimal? Currently once a month for 2-3 hours. If no, what specific adjustments would you make to frequency and length?

- “None”
- “3 hrs seems long”
- “I would recommend the CAC add another meeting per month to focus on individual topics relevant to Ava Community Energy such as resilience hubs, updating the Local Business Development Business Plan, decoupling generation rates from PG&E's rates, incentives for solar and storage at homes and businesses, etc”
- “I am good with the meetings varying based on need.”
- “Limiting meetings to 2 hours would be ideal.”
- “The frequency matches with the board and is appropriate.”
- “Meet every other week, come up with deliverables for each CAC member to drive adoption.”
- “Yes.”
- “Mtg length is OK, but there may be a need for subcommittees depending on how much the group hopes to accomplish together.”
- “Yes.”

Are there any barriers that regularly prevent you from participating in CAC meetings?

- “No”
- “no”
- “Not really”
- “No”
- “No.”
- “No”
- “None”
- “Commute, on occasion.”
- “Yes, I am an alternate member. I have young kids and my participation for meetings requires advance notice so that I can make sure to have adequate childcare arrangements for the evening. As an alternate I am often asked last minute to stand in for another member, where I do not have enough advance notice to publicly notice my remote location, so I must attend in person instead. I do not wish to publicly notice my home address in order to participate remotely, but understand under the Brown Act I have to. I do not wish to always notice my location just in case I am asked to fill in, but rather only post it if I know I will be filling in and cannot attend in person.”
- “The mtgs are very far away, so it's difficult to make it in person, which I would love to be able to do.”



Community Advisory Committee Work Plan

Final – Approved by EBCE Board of Directors on 10/17/18

Original Draft to Executive Committee dated August 21, 2018

Updated September 10, 2018 to reflect direction by EBCE
Executive Committee to add “regulatory” to Area 3.

*Wording added in Area 3 to reflect appropriate content, otherwise there is no
change to this document from the original August 21st draft approved by the CAC.*

EBCE COMMUNITY ADVISORY COMMITTEE WORK PLAN

Adopted April 12, 2017

The purpose of the East Bay Community Energy Authority ("EBCE") Community Advisory Committee ("CAC") is to advise the EBCE Board of Directors ("Board") on all subjects related to the operation of the Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program") as provided in Section 4.9 of the EBCE Joint Powers Agreement and set forth in a work plan adopted by the Board of Directors from time to time¹. The Work Plan of the CAC includes but is not limited to the following²:

1. Work on defined objectives as directed by the Board, to produce materials that will assist the Board in decision-making.
2. Review and comment on EBCE budget and rates, policy and programs.
3. Help the Board to identify issues of concern and opportunities to educate community members about the EBCE.
4. Draft reports, in coordination with EBCE staff, to the Board with its findings and recommendations.
5. Serve as an information-channel back to their colleagues and communities.
6. Represent the views of their constituencies in their comments and recommendations.

¹ JPA language specific to the CAC included as Attachment 1.

² On April 12, 2017, the EBCE Board of Directors considered a CAC workplan created by EBCE staff. The video recording of their discussion and community input to the work plan is here: [Video of April 12, 2017 Board meeting](#) with the relevant CAC workplan discussion from 1:23 - 1:57 on the video.

Subsequent to the discussion and in Resolution EBCE R-2017-5, the EBCE Board of Directors approved the Community Advisory Committee Workplan above.

PROPOSED AMENDMENT TO CAC WORKPLAN

The CAC proposes to add to the existing workplan and specify three broad areas of focus for CAC actions: 1) Beneficial Pillars: Social, Economic, and Environmental, 2) Local Opportunities, and 3) Legislation and Public Policy. These areas of focus do not limit the existing workplan or the advice provided by the CAC, including those areas proactively identified by the CAC to bring to the Board's attention. This amendment to the work plan enables EBCE staff to understand when the CAC should be brought in early to discussions, acts as a guide to assist the CAC chair and members to focus CAC meetings, and informs the Board on some of the specific areas in which they may receive advice from the CAC.

The CAC will view efforts through the lens of the three beneficial pillars--social, economic, and environmental--described in the Local Development Business Plan (LDBP) to ensure that the Board receive community input in the areas that drive EBCE. Specifically, the CAC will provide advice that touches on maintaining positive economic, environmental, and social benefits for EBCE customers and our communities, calling out areas of potential threats and bringing forward areas where these benefits could be increased.

The CAC will seek to be timely in providing advice to the Board on issues being brought to the Board by staff and proactively bring issues forward as they arise in the community.

AREA 1: BENEFICIAL PILLARS

The CAC will provide advice on policy, programs, and projects touching on the three beneficial pillars in the LDBP (i.e., social, economic, and environmental benefits). The CAC expects to provide advice on the budgets, timing, and content of projects and programs, for example, net energy metering, that impact these beneficial pillars and to monitor their outcomes based on agreed metrics.

Social

EBCE seeks to promote social benefits and equity within the county. The CAC will advise on EBCE choices that affect lives within the community, especially regarding:

- **Jobs and job development, workforce training, Just Transition**
- **Community resiliency**
- **Social equity issues**

The CAC understands that improving the local workforce can have significant and long-lasting benefit for the communities within Alameda County. Further, EBCE committed to ensuring it will minimize adverse impacts to workers in existing jobs supporting our energy infrastructure to ensure a Just Transition to a clean energy economy.³ The CAC expects to pay close attention to the impacts of projects and programs on community resilience and social equity, particularly in low-income communities and communities of color. The CAC will delve into areas that touch on the bulleted points to provide the Board with advice directly from the community.

Economic

EBCE must be economically sound and make prudent choices to be a good steward of their ratepayer funds. The CAC will weigh in on areas to provide EBCE staff and the Board with information to ensure the long-term health of EBCE while being mindful of any adverse community impacts.

³ Reference Joint Powers Agreement, section 6 (j).

The areas where the CAC expects to spend a significant level of effort include:

- **Rates**
- **Budgets**

Rates for low income households will be of special interest to the CAC because of the impacts that energy rates can have on those already struggling to live in Alameda County. Budgets are generally set once per year; the CAC will work with staff to create a draft budget incorporating community input. In its analysis of the budget, the CAC shall focus on investment in local clean energy projects, as described further in the Environmental section below, and the resulting economic, social, and environmental benefits.

Environmental

EBCE strives to improve environmental and public health and address environmental and health justice impacts in the community. The CAC will advise on EBCE choices touching on the air, land, and water impacts and environmental resiliency.

The CAC believes that many of the environmental benefits discussed in the LDBP will derive from projects located within Alameda county. As described in the LDBP, these projects will include:

- **Distributed generation projects**
- **Energy Efficiency programs**
- **Demand Response programs**
- **Building Electrification projects / programs**
- **Electric Vehicle efforts**

As stated, the CAC expects to provide advice on the budgets, timing, and content of projects and programs, including those outlined in the LDBP, such as those described above (e.g., Social, Economic, and Environmental) and to monitor their outcomes based on agreed metrics.

AREA 2: LOCAL OPPORTUNITIES

The CAC has a broad and deep set of constituents who are involved in many different areas and are aware of opportunities for local development and positive local impacts related to EBCE as well as possible threats to these areas. This area is different from Area 1 because here, the CAC is focused **outward and forward looking**.

For example, the Bay Area Air Quality Management District may have an opportunity for new funding for clean air projects or a local organization may be receiving state or federal funds and seeking partners to provide workforce training. On the other side of the coin, the CAC or their constituents may hear of a local clean energy business development that provides substandard jobs or employs no local community members.

As part of the CAC efforts, we will continuously scan for opportunities and threats related to EBCE and bring them to the Board for consideration.

AREA 3: LEGISLATIVE / PUBLIC POLICY / REGULATORY

The CAC expects to advise the Board around legislative, public policy, and regulatory issues that affect CCAs.

Community members may be aware of legislation, other public policy, or regulatory issues that could affect the EBCE (positively or negatively) in areas not fully considered by staff. As such, the CAC is a positive and useful avenue to bring these types of issues to the attention of the Board for consideration. Additionally, the CAC is ready to support EBCE Directors and staff as needed as they interact with the state and federal legislators and legislative staff.

ATTACHMENT 1: EXCERPTS FROM JPA

The JPA in its entirety is located here: <https://ebce.org/resources/>

Below are the two excerpts relating directly to the CAC.

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.

4.9 Community Advisory Committee. The Board shall establish a Community Advisory Committee consisting of nine members, none of whom may be voting members of the Board. 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 to 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 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-year terms (the first term of three of the members shall be two years, four years thereafter), which may be renewed. A member 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 and/or be entitled to reimbursement for expense.