



Board of Directors Meeting
Wednesday, December 18, 2024
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:

- Clipper Club - 5 Captain Dr. Emeryville, CA 94608
- Conference Room, Irvington Community Center, 41885 Blacow Rd. Fremont, CA 94538
- 1755 Harvest Landing Lane, Tracy, CA 95376
- Albany Community Center - 1249 Marin Ave, Albany, CA 94706

Via Zoom:

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

Or join by phone:

<https://ebce-org.zoom.us/j/87023071843>

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 888 475 4499 (Toll Free) or 877 853 5257 (Toll Free)
Webinar ID: 870 2307 1843

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 Board of Directors, please email it to the clerk by 5:00 pm the day prior to the meeting.

- 1. Welcome & Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comment**

This item is reserved for persons wishing to address the Board on any Ava-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to two minutes per speaker and must complete an electronic speaker slip. The Board Chair may increase or decrease the time allotted to each speaker.

4. Closed Session Public Comment

5. Closed Session

- A. Public Employee Performance Evaluation Pursuant of Code § 54957: Chief Executive Officer

6. General Report Out of Closed Session

CONSENT AGENDA

7. Approval of Minutes from November 20, 2024

8. Contracts Entered Into (Informational Item)

9. Piedmont Pool ESA Amendment (Action Item)

Draft Amendment to ESA with the City of Piedmont adjusting repayment schedule due to construction delays.

10. CAC Work Plan Update (Informational Item)

Draft update to CAC Work Plan to reflect new priorities and engagement with staff.

11. Updated start date for Ava's participation in the Agricultural Hourly Flex Pricing Pilot (Informational Item)

Overview of updated start date for Ava's participation in the Agricultural Hourly Flex Pricing ("HFP") Pilot.

REGULAR AGENDA

12. CEO Report

13. CAC Report

14. Emerald Cities Collaborative (ECC) Grant Agreement (Action Item)

Requesting approval to award a grant to ECC (and negotiate the grant agreement) of up to \$300k over 18 months for the Resilience Hub grant initiative.

15. Local Development Business Plan Review (Informational Item)

Present an overview of items that were done as part of the LDBP.

16. Ava Board Outgoing Members and Sub-Committee Update (Action Item)

Express thanks to outgoing members and approve updated sub-committee assignments.

17. Board Member and Staff Announcements including requests to place items on future Board of Directors Meeting Agendas

18. Adjourn

The next Ava Board of Directors meeting will be held on Wednesday, January 15, 2025.

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



Draft Minutes
Board of Directors Meeting

Wednesday, November 20, 2024
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 remote locations:

- Albany Community Center 1249 Marin Ave, Albany, CA 94706
- Dublin City Hall - 100 Civic Plaza, Dublin, CA 94568
- Clipper Club - 5 Captain Dr. Emeryville, CA 94608
- Conference Room, Irvington Community Center 41885 Blacow Rd. Fremont, CA 94538
- 33349 9th Street (back office) Union City, CA 94587
- 24027 Wilcox Ln, Hayward, CA 94541
- 1755 Harvest Landing Lane, Tracy, CA 95376

Via Zoom:

<https://ebce-org.zoom.us/j/87023071843>

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Robin Lopez was sworn in as the Alternate Member for the City of Albany.

1. Welcome & Roll Call

Present: Members: Marquez (Alameda County), Tregub (Berkeley), Hu (Dublin), Kaur (Emeryville), Cox (Fremont), Roche (Hayward), Barrientos (Livermore), Jorgens (Newark), Kalb (Oakland), Andersen (Piedmont), Gonzalez (San Leandro), Wright (Stockton), Bedolla (Tracy), Patino (Union City), CAC Chair Hernandez (Community Advisory Committee), Lopez (Albany) and Chair Balch (Pleasanton)

Alternate Member Lopez served as the representative for the City of Albany (Vice-Chair Tiedemann).

Not Present: Member Diallo (Lathrop)

2. Pledge of Allegiance

Member Gonzolez led the body in reciting the Pledge of Allegiance.

3. Public Comment

This item is reserved for persons wishing to address the Board 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 Board are customarily limited to two minutes per speaker and must complete an electronic speaker slip. The Board Chair may increase or decrease the time allotted to each speaker.

(5:00) Public Comment – Susan Silber spoke in support of allocating additional surplus funds to develop a resilience hub program that includes funding for social cohesion, community training, and coalition-building.

(7:46) Public Comment – Audrey Ichinose spoke in support of allocating surplus funds to build community resilience hubs. Ichinose stated that resilience hubs can help sustain underserved communities amid increasing climate threats.

(10:00) Public Comment – Alan Marling spoke in support of allocating funding from the budget surplus toward a community resilience Hub program.

CONSENT AGENDA

4. Approval of Minutes from September 18, 2024

5. Contracts Entered into (Informational Item)

6. Executive Committee Appointment Recommendation

Appoint Director Andersen to the Executive Committee

7. Treasurer's Report

Quarterly report of Ava's cash balance

8. Resilience Hub Technical Assistance

Authorize CEO to negotiate and execute and amendment to NV5 contract

9. SolarAPP+ Contract

Authorize CEO to negotiate and execute a contract with SolarAPP Foundation to build out heat pump water heater permit streamlining features in the existing SolarApp+ software

10. Energy Efficiency Regulatory Reporting Services

Authorize CEO to negotiate and execute a contract with Frontier Energy

11. Extension of SMUD Contract

Request to extend agreement with SMUD for CCDMS services

12. Stadium Contract Approval

Swag vendor contract

(16:07) Public Comment – Jim Lutz

(22:25) Member Wright motioned to approve the Consent Agenda. Member Gonzalez seconded the motion, which was approved 16/0/0/1

(Yes/No/Abstain/Recuse/Not Present):

Yes: Members: Marquez, Tregub, Kaur, Cox, Roche, Barrientos, Jorgens, Hu, Kalb, Andersen, Gonzalez, Wright, Bedolla, Patino, Lopez and Chair Balch

No: none

Abstain: none

Recuse: none

Not Present: Members: Diallo

REGULAR AGENDA

13. (23:24) CEO Report

The CEO report covered several updates on Ava Community Energy's recent activities and initiatives:

- **CEO Chang** noted that many subcommittee meetings in October were canceled but key discussions resumed in November.
- The Executive Committee reviewed the SMUD contract and the Resilience Hub Technical Initiative, with the next meeting scheduled for December 4.
- The Community Advisory Committee (CAC) hosted an October meet-and-greet to set priorities and update its work plan, which will be finalized by year-end.
- The Healthy Communities Program, launched in October, aims to install 200 free induction cooktops for low-income households while monitoring air quality impacts. Outreach has already garnered 70 applications.
- Updates were also provided on the phased Fremont R100 opt-up, with residential customers transitioning in 2025 and commercial/industrial customers in 2026, allowing for better cost management.
- The report highlighted Ava's role in signing over 18 GW of clean energy agreements, contributing to \$37 billion in capital investment and 36,000 union jobs across California.
- **CEO Chang** shared insights from recent fall conferences, where Ava engaged with stakeholders on clean energy affordability, reliability, and financing strategies, including leveraging the IRA's direct pay incentives.

- The organization also welcomed six new hires and acknowledged outgoing board members for their service as election results are finalized.

(38:43) Public Comment - Alita Dupree spoke in support of Ava's induction stove program and Fremont's renewable energy initiatives, and requested a deeper analysis of renewable energy pricing.

14. (41:20) CAC Chair Report.

CAC Chair Hernandez reported that the CAC has had productive recent meetings, including a meet-and-greet session to reimagine its role and enhance its value to the board. The committee is adopting a new structure focusing on three areas: recurring topics like budgeting and legislative priorities, non-recurring topics such as local development programs and public engagement, and member-driven areas including energy affordability, emerging technologies, and resilience hubs. Chair Hernandez spoke about leveraging subject matter expertise through ad hoc committees to provide actionable insights for the board.

15. (44:47) 2024 Legislative Year in Review (Informational Item)

2024 Legislative session update

The 2024 Legislative Year in Review was presented by **Todd Edmister, Ava's Senior Director of Public Policy** and **Dan Chia, Senior Director at Omni Government Relations**. Edmister and Chia detailed a busy legislative session in Sacramento, with over 2,000 bills introduced, approximately 1,200 reaching the governor's desk, and 85% signed into law. Ava's legislative efforts prioritized accelerating decarbonization, promoting local development, and stabilizing community choice, leading to key successes such as expanded low-income energy subsidies and the approval of a major climate bond measure. Looking ahead to 2025, Edmister and Chia highlighted significant legislative turnover and ongoing multi-year state-level budget deficits. They also anticipated focus areas including energy affordability, cap-and-trade reauthorization, and the governor's initiative to protect California's values in a shifting political landscape.

Topics discussed by the Board include:

- Questions on the potential impact of the governor's directive to review state programs for cost-effectiveness and potential elimination, with specific reference to Ava's reliance on State Energy Efficiency programs.
- Discussion on whether Ava or CCAs should consider sponsoring legislation in the upcoming session and the collaborative role of CalCCA in legislative strategy.
- Concern about the governor's potential efforts to lower bills impacting critical programs, with emphasis on defending state-level programs that support CCAs and broader energy goals.
- Discussion on Ava's stance regarding NEM 3.0 versus NEM 2.0, the implications of recent legislative vetoes, and the likelihood of future NEM reforms.
- Encouragement for Ava and CCAs to support energy-related bills that align with environmental and greenhouse gas reduction goals, even if not directly tied to CCAs.

16. (1:12:50) CMF Greenbridge PPA (Action Item)

Review of PPAs to support Critical Municipal Facilities

JP Ross, Vice President of Local Development, Electrification, and Innovation, presented the Critical Municipal Facilities (CMF) Greenbridge Power Purchase Agreement (PPA), a program to install solar and battery storage microgrids across six cities. The board was asked to approve resolutions to negotiate agreements with the developer, Greenbridge, and participating cities, along with allocating \$2 million from the existing budget as incentives for these projects. The program, designed to leverage union labor and achieve cost-effectiveness, targets critical municipal facilities like fire stations and libraries, with projects slated for completion by April 2026 to benefit from favorable net metering policies.

Topics discussed by the Board include:

- Clarification that union labor requirements are explicitly included in the PPA and that Ava staff is actively monitoring contractor compliance.
- Clarification that critical municipal facilities are city-owned properties providing essential services, while community resilience hubs are owned by nonprofits or private entities.
- Discussion about the dual objectives of the program: ensuring resilience during outages and shifting energy supply to reduce costs by storing solar energy during the day and using it during peak periods.
- Questions about the structure of battery-related incentives, specifically how the per-kilowatt-hour subsidy is calculated and applied.
- Concerns about potential delays and mechanisms in the PPA to address missed deadlines, including financial penalties and termination rights for cities if projects are not completed on time.
- Questions about regulatory challenges and confirmation that approved interconnection applications for the projects comply with NEM 2.0 deadlines.
- Questions about changes to the project portfolio, such as the removal of an Oakland project due to lease term conflicts.

(1:53:58) Public Comment – Brandon Evans, representing IBEW Local 595, spoke in support of the Critical Municipal Facilities program. Evans asked the board to direct Greenbridge and Gridscape Solutions to partner with experienced union electrical contractors to ensure the successful and timely completion of the microgrid projects by the April 2026 deadline.

(1:55:13) Public Comment – Jennifer Fathergill, representing NorCal NECA, spoke in support of the Critical Municipal Facilities program. Fathergill spoke about the readiness of local signatory electrical contractors to partner with Ava, Greenbridge, and Gridscape Solutions to complete the NEM 2.0 projects by April 2026.

Member Kalb motioned to approve the staff’s recommendation. Member Write seconded the motion. Member Tregub offered a friendly amendment to:

“Urge Greenbridge and Gridscape Solutions to ensure the success of the Critical Municipal Facilities program by partnering with an experienced Bay Area signatory or union contractor that can bring on the number of skilled local electricians and apprentices needed to meet the tight NEM 2.0 deadline.”

Members Kalb and Wright accepted Member Tregub’s friendly amendment.

The motion was approved 15/0/0/0/2 (yes/no/abstain/recuse/not present):

Yes: Members Marquez, Tregub, Hu, Kaur, Cox, Roche, Barrientos, Jorgens, Kalb, Andersen, Gonzalez, Wright, Patino, Lopez, Chair Balch.

No: N/A

Abstain: N/A

Recuse: N/A

Not Present: Members Diallo and Bedolla

17. (2:08:45) Fiscal Year 2023-2024 Financial Audit (Informational Item)

Present the findings from the fiscal year ending June 30, 2024, financial audit

The Fiscal Year 2023-2024 Financial Audit was presented by **Jason Bartlett, Senior Manager, Finance** and **Kellin Gilbert of Pimenti & Brinker**, with results showing a clean audit opinion, no material misstatements, and no significant deficiencies or weaknesses in internal controls. The audit, conducted using a risk-based approach, focused on areas such as revenue recognition, cash balances, and accrued energy costs, and found no significant issues or disagreements with management.

(2:20:57) Public Comment – Jim Lutz asked whether AVA receives revenue from sources other than electricity sales, such as grants or projects funded by agencies like the Energy Commission or Department of Energy, and inquired about the proportion of such revenues in Ava's finances.

(2:22:51) Public Comment – Jesse Guterrez, representing the Local Clean Energy Alliance, asked the board to allocate a larger portion of Ava’s 2023-2024 budget surplus to a comprehensive community resilience hub program that includes essential services such as energy resilience, food refrigeration, air filtration, access to portable solar batteries. Guterrez also stated that the program should integrate existing Ava Community programs such as e-bikes and induction cook tops.

18. (2:25:49) Budget Surplus Allocations (Informational Item)

Budget to Actuals, surplus waterfall allocations, and reserve fund balance

The Budget Surplus Allocations presentation was delivered by **Jason Bartlett, Senior Manager, Finance**. The fiscal year-end reconciliation showed a slight variance in net revenues and expenditures compared to the budget, with \$37.4 million allocated to surplus funds. Of this, 60% (\$22.4 million) was directed to on-bill credits, while 40% (\$14.9 million) was designated for clean storage incentives and community resilience hub programs, in line with board-approved resolutions. Additionally, the Reserve Fund balance, currently at 40.8% of annual operating expenses, remains within the board’s target range of 25-75% and is progressing toward the 50% goal.

Topics discussed by the Board include:

- Clarification on whether the net billing tariff program funds resilience hub grants and broader residential solar and storage incentives.
- A request for a future workshop or definition session to better understand resilience hubs and related program allocations.

- Request for a detailed breakdown of the \$14.9 million allocated to clean storage and resilience hub programs, distinguishing between funding for resilience hubs and other solar-plus-storage initiatives.
- Acknowledgment of the timeline and steps involved, including prior approvals and ongoing planning for the incentive program breakdown and implementation.
- Agreement that further discussions and detailed plans regarding the allocations and program definitions will be brought forward to the board in the future.

19. (2:37:13) Bill Credits (Action Item)

Surplus revenue bill credits

Kelly Brezovec, Senior Director of Account Services, presented options for allocating \$22 million in surplus revenue as bill credits for fiscal year 2023-2024. The proposed options included varying levels of support for CARE/FERA customers, residential customers, and non-residential accounts, with credits ranging from \$40 to \$125 for low-income programs and corresponding adjustments for other customer classes. These options were developed to balance financial impact and customer feedback, which favored one-time lump sum credits distributed during high-bill winter months.

Topics discussed by the Board include:

- Discussion about prioritizing support for CARE/FERA customers.
- Suggestions to differentiate bill credits for small businesses compared to medium and large businesses.
- Clarification that non-residential accounts include both private commercial businesses and municipal entities, and how this impacts credit distribution.
- Exploration of whether the proposed allocation methods fairly addressed the needs of all customer classes.
- Consideration of options that provide improvements for all customer classes while emphasizing support for the most vulnerable populations.

Member Write motioned to approve Option 2. Member Barrientos seconded the motion which was approved 15/0/0/0/2 (yes/no/abstain/recuse/not present):

Yes: Members: Marquez, Tregub, Kaur, Cox, Roche, Barrientos, Jorgens, Kalb, Andersen, Gonzalez, Wright, Bedolla, Patino, Lopez and Chair Balch

No: none

Abstain: none

Recuse: none

Not Present: Members Hu and Diallo

20. (2:57:49) Board Member and Staff Announcements including requests to place items on future Board agendas

- **Chair Balch** expressed appreciation to all Board members for their service, particularly those departing.
- **Chair Balch** announced that the current meeting location is secured through March 2025 while a search for a new location is underway.
- **Chair Balch** stated that time slots for 2025 subcommittee meetings may be adjusted to improve engagement.

- **Chair Balch** outlined a two-step process for appointing members to subcommittees: existing members should express their preferences by November to allow appointments in December, while new members will provide their preferences in January, with assignments effective February 1.
- **Chair Balch** also suggested holding a workshop in March or April to develop clearer policies for filling board and committee positions.
- **CEO Chang** spoke about potential attendance challenges in December and January due to board transitions and confirmed that chair elections will take place in January, with the new chair assuming duties in February.
- **Member Wright** announced his departure from the Board due to a new role on the San Joaquin Delta Community College Board of Trustees and expressed gratitude for his time on the board.
- **Member Kalb** noted that future appointments from Oakland would depend on the new City Council president, expected to be determined in January.

21. Adjourned at 9:05pm.

The next Board of Directors meeting will be held on Wednesday, December 18, 2024 at 6:00 pm.

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



Consent Item 8

| | |
|-----------------|---------------------------------------|
| To: | Ava Community Energy Authority |
| From: | Howard Chang, Chief Executive Officer |
| Subject: | Contracts Entered Into |
| Date: | December 18, 2024 |

RECOMMENDATION

Accept the CEO's report on contracts that Ava Community Energy has entered into, as required by the Administrative Procurement Policy, from November 14, 2024, through December 11, 2024;

C-2024-157 LHi Group, Inc (Piper Maddox) Staffing Services Agreement (Part 2), provides contract/temporary employment assignment services, effective November 7, 2024.

C-2024-158 Frontier Energy Consulting Services Agreement, provides energy efficiency program regulatory reporting services, effective November 6, 2024, through December 31, 2027, with compensation not to exceed \$200,000.

C-2024-159 Townsend Public Affairs Second Amendment to CSA, adds an additional \$60,000 in compensation and extends the term through November 30, 2025.

C-2024-160 California State University, East Bay Facility Use Agreement, provides Grand Lake and Montclair room use at Oakland Professional Development & Conference Center for six (6) events, January through March 2025 Board of Directors and CAC meetings. The total rental cost is \$5,175.

C-2024-161 Sacramento Municipal Utility District (SMUD) Amendment 3 to MSA, extends the term of the agreement for an additional 5 years, through December 31, 2029, and changes all references from EBCE to Ava.

C-2024-162 Channing Street Copper Company Induction Cooking Education and Awareness Grant Agreement, terminates and replaces C-2023-126. Provides for a Community Investment Grant of up to \$300,000 over two years for the purposes of accelerating clean energy investments that enhance workforce development, promoting stronger local economic activity, and increasing community resilience.

C-2024-163 Cypress Mandela Training Center Clean Energy Jobs and Training for Youth Community Investment Grant Agreement, provides for a Community Investment Grant of up to \$300,000 over three years for the purposes of accelerating clean energy investments that enhance workforce development, promoting stronger local economic activity, and increasing community resilience.

C-2024-164 Paul Ferradas (San Jose) Consulting Services Agreement for photography and videography services through June 30, 2025, compensation not to exceed \$10,000.

C-2024-165 Jewell Stewart Pratt Beckerson & Carr PC (San Francisco) Consulting Services Agreement for immigration counsel services through December 31, 2025, with compensation not to exceed \$50,000.

C-2024-166 Amerilist (Orangeburg, NY) Data Processing Insertion Order for the purchase of social demographic data for our new communities (Stockton and Lathrop), with compensation not to exceed \$3,000.

C-2024-167 Sacramento Municipal Utility District (SMUD) AMENDMENT 35 TO EXHIBIT A : SCOPE OF SERVICES Task Order 2 – Data Management and Call Center Services, creates two new informational line items for Solar Billing Plan - Energy Export Credits earned this cycle and Energy Export Bonus Credits earned this cycle, at a cost of \$2,225.

C-2024-168 Coastal Cloud LLC (Palm Coast, FL) Consulting Services Agreement for the purpose of providing services related to the design, development, and deployment of various Salesforce applications to Ava with compensation not to exceed \$99,900 through December 31, 2026

C-2024-169 Kitchen on Fire (Oakland, CA) In-Person Event Contract Cooking event to be held on December 4, 2024, for 9 people at a cost of \$2,400.

C-2024-170 Keyes and Fox Ninth Amendment to CSA updates hourly rates of compensation effective January 1, 2025.



Consent Item 9

| | |
|-----------------|---|
| To: | Ava Community Energy Authority Board of Directors |
| From: | Alex DiGiorgio, Sr. Manager, Public Engagement |
| Subject: | Approve a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Negotiate and Execute an Amendment to the Electricity Service Agreement with the City of Piedmont Regarding the Electrification of its Municipal Pool |
| Date: | December 18, 2024 |

Summary/Recommendation

In accordance with Ava’s Non-Standard Pricing Rate and Billing Policy (Policy 13.1), this Staff Report proposes amending the Electricity Service Agreement (ESA) with the City of Piedmont (“City”) 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’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 ESA with the City under Ava’s amended *Non-standard Pricing Rate and Billing Policy* (Policy 13.1), attached to this Staff Report for reference. The ESA provided an interest-free loan of \$750,000 to the City to help fund the electrification of its municipal pool, which was scheduled to complete construction by January 2025. Per the

terms of the ESA, 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 ESA 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 term of the ESA. 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 ESA 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. Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Negotiate and Execute an Amendment to the Electricity Service Agreement with the City of Piedmont Regarding the Electrification of its Municipal Pool
- B. Original Electricity Service Agreement (ESA) with the City of Piedmont
- C. Proposed ESA Amendment with the City of Piedmont
- D. Copy of Ava's updated Non-standard Pricing Rate and Billing Policy (13.1)

RESOLUTION NO. R-202x-XX

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE ELECTRICITY SERVICE AGREEMENT WITH THE CITY OF PIEDMONT REGARDING THE ELECTRIFICATION OF ITS MUNICIPAL POOL

WHEREAS Ava Community Energy Authority (“Ava”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, under the Joint Exercise of Powers 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 Ava and parties to the Joint Powers Agreement (“JPA”) in March of 2020. The city of Stockton was added as a member to Ava in September of 2022. The city of Lathrop was added as a member to Ava in October of 2023. San Joaquin County was added as a member to Ava in July 2024. On October 24, 2023, Ava legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS electrification of community pools and other traditionally gas-powered municipal facilities within Ava’s service area will help advance Ava’s mission by reducing energy-related pollution and greenhouse gas emissions;

WHEREAS the City of Piedmont (“City”) has begun construction of one of the first all-electric community pools in California; and Ava has provided the City with an interest free loan to help facilitate its construction;

WHEREAS construction delays have led the City to request an adjustment to the repayment timeline of Ava’s loan, as memorialized in the Electricity Service Agreement between Ava and the City;

WHEREAS the proposed Amendment to the original Electricity Service Agreement between Ava and the City will adjust the timing of repayment to begin no later than January 31, 2026, instead of January 1, 2025.

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

Section 1. The CEO, in consultation with staff and legal counsel, is hereby authorized to negotiate and execute an Amendment to the Electricity Service Agreement between Ava and the City to adjust the City’s repayment schedule so that it aligns with the updated construction timeline of the City’s electrified municipal pool, so that the City’s repayment of the loan will begin six (6) months after the City receives the

Certificate of Occupancy for the electrified municipal pool; OR by January 31, 2026—
whichever occurs first.

ADOPTED AND APPROVED this 18th day of December, 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

**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

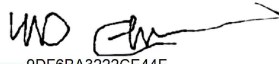
Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to the FERC pursuant to the provisions of the 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**

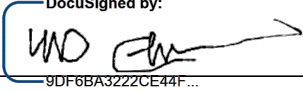
EXHIBIT B

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 

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

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: | <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.



**Consent Item 10
Recommendation**

| | |
|-----------------|--|
| To: | Ava Community Energy Authority |
| From: | Alex DiGiorgio, Sr. Manager, Public Engagement Cait Cady, Sr. Coordinator, Public Engagement |
| Subject: | Seeking action (i.e., formal adoption) on a proposed update to the Community Advisory Committee’s Work Plan. |
| Date: | December 18, 2024 |

Summary/Recommendation

The Community Advisory Committee (CAC) and staff seek action (i.e., formal adoption) by the Board of Directors on a proposed update to the CAC’s Work Plan, which was originally adopted in 2018 during Ava’s initial launch of service. The CAC has approved a draft update to their work plan, which was developed through a 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 CAC Work Plan update
- B. Resolution
- C. CAC Member survey responses and Strategic Planning Session overview
- D. 2018 CAC Work Plan



Community Advisory Committee Work Plan

DRAFT

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.

RESOLUTION NO. R-202x-xx

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF AVA COMMUNITY ENERGY AUTHORITY TO ADOPT AN UPDATED
COMMUNITY ADVISORY WORK PLAN**

WHEREAS Ava Community Energy Authority (“Ava”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, under the Joint Exercise of Powers 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 Ava and parties to the Joint Powers Authority Agreement (“JPA”) in March of 2020. The city of Stockton was added as a member to Ava in September of 2022. The city of Lathrop was added as a member to Ava in October of 2023. San Joaquin County was added as a member to Ava in July 2024. On October 24, 2023, Ava legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS Section 4.9 of Ava’s Joint Powers Authority Agreement (“JPA”) established the Community Advisory Committee (“CAC”) to advise the Board of Directors on subjects related Ava’s operations, as set forth in a Work Plan adopted by the Board of Directors from time to time;

WHEREAS On October 17, 2018, the Board of Directors adopted the CAC’s first Work Plan

WHEREAS On October 16, 2024, the CAC convened a strategic planning session to collaborate with staff on updating the Work Plan;

WHEREAS On November 18, 2024, the CAC unanimously approved an updated Work Plan; and

WHEREAS On December 4, 2024, the Board of Directors’ Executive Committee reviewed the draft updated Work Plan and provided feedback.

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

Section 1. Adopt the attached Work Plan for the Community Advisory Committee

ADOPTED AND APPROVED this 18th day of December 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



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 agendized for future CAC discussion/consideration
- Final updates to the CAC Work Plan must be approved by the Board of Directors





Community Energy

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.

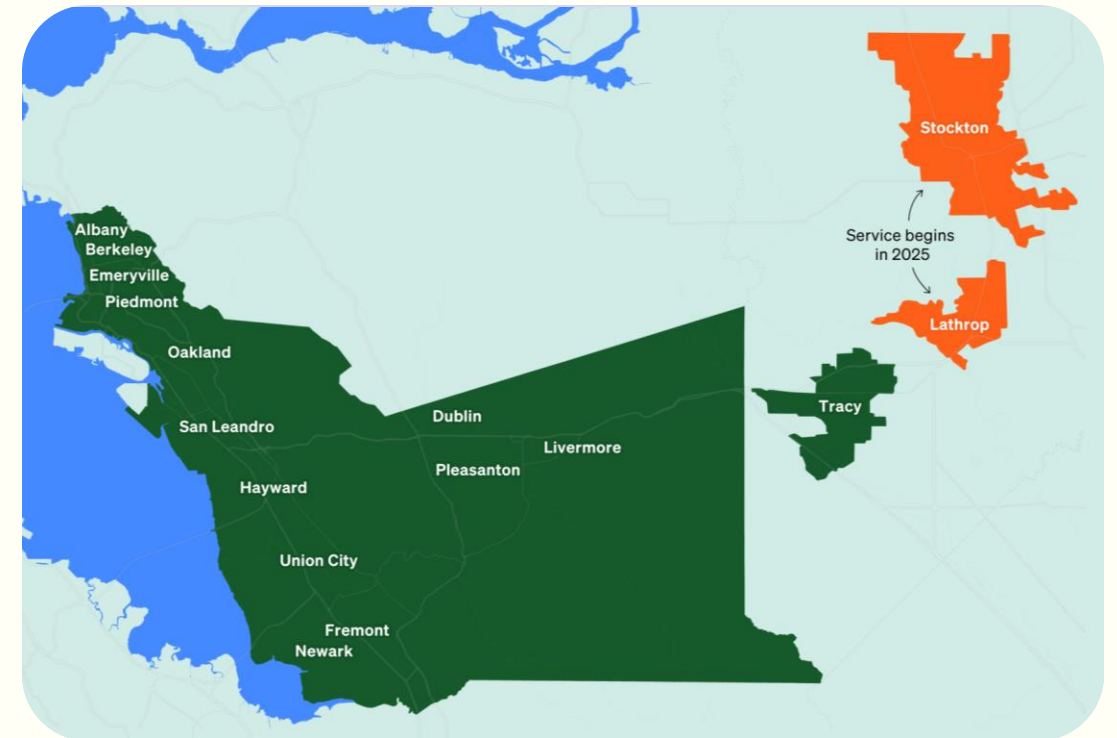
Ava is a not-for-profit public agency that reinvests earnings back into the community to create local green energy jobs, local energy programs, and clean power projects.



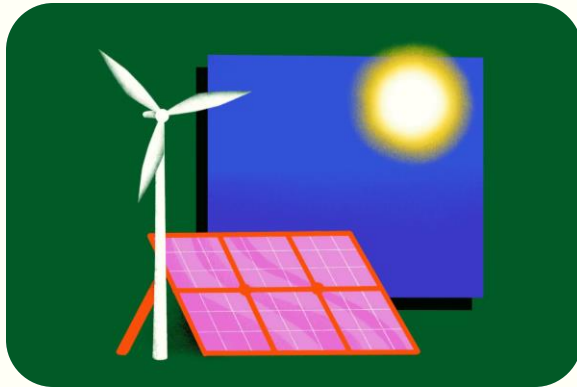
Ava Member Jurisdictions

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 sample PG&E Energy Statement. A callout box highlights the following information:

| Account No: | |
|-----------------|------------|
| 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 |

Callouts A, B, C, and D point to the Account No., Statement Date, Due Date, Total Amount Due, and the Total Amount Due row, respectively.

Page 1: Sample Bill



What are my Options?

KEY

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



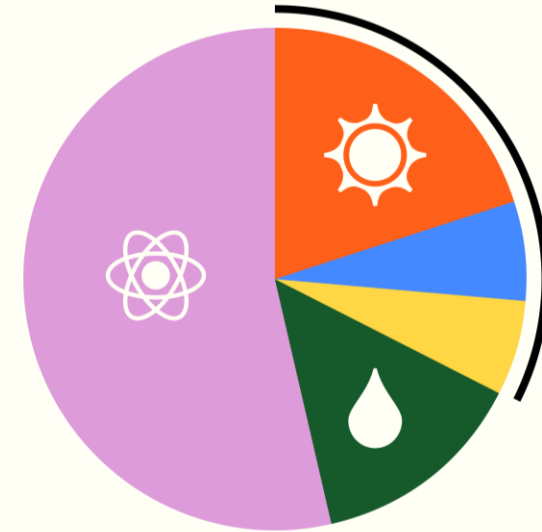
Bright Choice

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



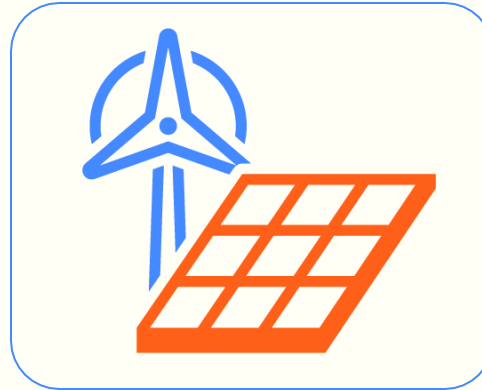
What are the Benefits?



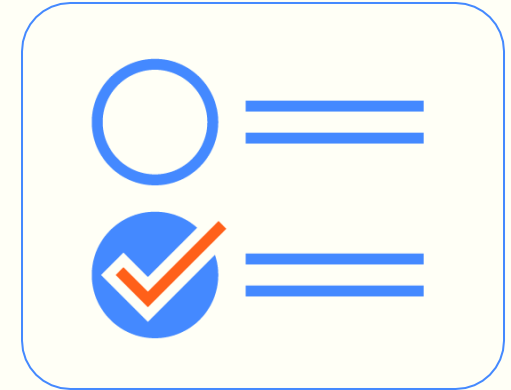
Lower Rates



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.



Consent Item 11

| | |
|-----------------|--|
| To: | Ava Community Energy Authority |
| From: | Michael Quiroz, Senior Regulatory & Data Analyst |
| Subject: | Notifying the board of an updated start date for Ava’s participation in the Agricultural Hourly Flex Pricing Pilot |
| Date: | December 18, 2024 |

Summary/Recommendation

This memo notifies the Board of an updated start date for Ava’s participation in the Agricultural Hourly Flex Pricing (“HFP”) Pilot. For additional background on the HFP Pilots, see Consent Item 12 from the September 2024 Ava Board of Directors Meeting.¹

Financial Impact

Ava staff do not foresee a notable cost increase associated with the updated timeline compared to the financial estimates outlined in Consent Item 12 of the September 2024 Board of Directors Meeting.

Analysis and Context

At the September 18, 2024 meeting, Ava’s Board of Directors authorized Ava to participate in the HFP Pilots in order to comply with the California Energy Commission’s Load Management Standards. The Board’s resolution, as passed at the September 2024 meeting, did not specify a start date for individual pilots or pilot elements. As stated in the staff report accompanying the resolution, Ava staff initially planned to include residential, commercial, and industrial customers in the pilot launch, with agricultural customer participation considered for 2026 when Ava’s service territory may expand to the San Joaquin Valley. Recognizing that minimal incremental

¹ [September 2024 Ava Board of Directors Meeting, Consent Item 12](#)

effort or cost would be required to include all customer classes when the rates become available, Ava staff will consider agricultural customer participation as early as 2025.

Attachments

- A. Resolution No. R-2024-64 Authorizing Participation in the PG&E Hourly Flex Pricing Pilots

RESOLUTION NO. R-2024-64
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING
PARTICIPATION IN THE PG&E HOURLY FLEX PRICING PILOTS

WHEREAS Ava Community Energy Authority (“Ava”) was formed as a community choice aggregation agency (“CCA”) on December 1, 2016, under the Joint Exercise of Powers 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 Ava and parties to the Joint Powers Agreement (“JPA”) in March of 2020. The city of Stockton was added as a member to Ava in September of 2022. The city of Lathrop was added as a member to Ava in October of 2023. San Joaquin County was added as a member to Ava in July 2024. On October 24, 2023, Ava legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS the California Energy Commission (“CEC”) Load Management Standards (“LMS”), require CCAs to offer customers voluntary participation in hourly marginal cost-based rates (“hourly rates”) by 2027, and

WHEREAS The LMS provide that a CCA may modify compliance with this requirement if implementing hourly rates is found not to be technologically feasible, equitable, safe, or cost-effective, and

WHEREAS Ava does not currently have sufficient information to conclude that proposing and implementing dynamic rates would be cost effective or provide benefits to Ava customers, because significant uncertainties exist related to the level of incremental load shift potential, customer response to market price risks, customer acceptance and adoption of a complex new rate design, the administrative costs of dynamic rate implementation, and potential cost shifts between participants and non-participants, and

WHEREAS Participating in the Vehicle to Grid Integration (“VGI”) and Expanded Pilots with Pacific Gas & Electric (“PG&E”) could inform Ava’s decision of whether to eventually adopt hourly rates and how to otherwise comply with the Load Management Standards.

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

Section 1. Ava is authorized to participate in the VGI Pilots and Expanded Pilots in partnership with PG&E and offer customers the associated dynamic rates.

ADOPTED AND APPROVED this 18th day of September, 2024

Signed by:

Jack O. Balch

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Jack Balch, Chair

ATTEST:

DocuSigned by:

Adrian Bankhead

2DFD95BABC69477...

Adrian Bankhead, Clerk of the Board



CEO Report Item 12

TO: Ava Community Energy Board of Directors
FROM: Howard Chang, Chief Executive Officer
SUBJECT: CEO Report (Informational Item)
DATE: December 18, 2024

Recommendation

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

Executive Committee Meeting

An Executive Committee Meeting was held on Wednesday, December 4, 2024. Members received updates on the Government Fleet EV Charging Grants, the Piedmont Pool NSR Amendment and the CAC Work Plan. The next meeting will be held on Wednesday, January 8, 2024 at 9 am.

New Employees

Claire Huang - Regulatory Analyst

Claire joined Ava on November 19, 2024 as a Regulatory Analyst II. She will be supporting Ava's regulatory advocacy in the distributed energy resources and transportation electrification spaces, as well as coordinating internally to support the regulatory needs of Ava's programs.

Prior to joining Ava, Claire worked at Guidehouse as an Energy, Sustainability, and Infrastructure consultant, helping clients implement clean energy policy, with a focus on energy efficiency and demand response programs, as well as clean energy technologies such as offshore wind, to meet California statewide clean energy targets.

Claire holds a B.S. in Mechanical Engineering from the University of Michigan, with a minor in Energy Science and Policy. In her free time, she likes to hike, practice amateur birding, and play with her newly adopted kitten.

Linda Luong – Office Coordinator

Linda joined Ava on December 2, 2024 as the Office Coordinator. She will be supporting the Office Operations team by managing administrative tasks, overseeing day-to-day office operations, and ensuring smooth communication between departments.

Prior to Ava, Linda worked at Low Bar for 8 months, where she bartended and managed day-to-day operations while interacting with around 150 customers within an evening. Before that, she

was a manager and bartender at Raven Bar, SF for 7 years. There she developed and executed onboarding training programs, managed and received inventory, and generated staff schedules in a high volume bar setting.

Linda has a B.A. from San Francisco State University in Marketing. She loves to cook a wide variety of cuisines, climb indoors, and knit woolly garments in the winter.

Habitat for Humanity Update

Ava has been a sponsor of Habitat for Humanity East Bay/Silicon Valley since 2018, and this year we were delighted to expand our partnership to support Sequoia Grove, a fully electric affordable community in Hayward. Our funding (\$200,000 over two years) underwrites solar, battery storage, heat pump systems, and induction ranges, making Sequoia Grove the most climate-smart Habitat for Humanity project in our service territory to date. Over the next two years, the Marketing team will document the building process to create educational content about electrification and increase brand awareness. In November, we completed the first phase of this campaign, culminating in a launch video about this partnership. You can view the video and learn more about the project at AvaEnergy.org/habitat-for-humanity.



Staff Report Item 14

| | |
|-----------------|---|
| To: | Ava Community Energy Authority |
| From: | Heidy Ramirez, Sr. Reporting Analyst |
| Subject: | <p>Award of one Community Investment Grant for Community Organizing and Capacity Building for Resilience Hubs</p> <p><i>NOTE: Resolution of the Board of Directors of Ava Community Energy Authority for Community Organizing and Capacity Building for Resilience Hubs Community Investment Grant to Emerald Cities Collaborative (“ECC”)</i></p> <ul style="list-style-type: none"> <i>Approving a resolution to execute a Grant Award with Emerald Cities Collaborative, for Community Organizing and Capacity Building for Resilience Hubs Community Investment Grant, of up to \$300,000 over 18 months.</i> |
| Date: | December 18, 2024 |

Summary and Recommendation

This memo proposes approval of the recommendation, authorizing the CEO, to negotiate and execute one Grant Agreement of up to \$300,000 over 18 months, to Emerald Cities Collaborative (“ECC”), for the purposes of leading Community Organizing and Capacity Building for Resilience Hubs.

Financial Impact

Award one Grant of up \$300,000 from the previously approved Local Development - Community Investment Grant budget.

Analysis and Context

Ava staff completed a community workshop in June of 2023 to solicit ideas for Community Grants that foster program enrollment, education, awareness, and workforce development. One outcome of the workshop was the need to develop more local support and community engagement to facilitate local resilience.

Ava staff developed a request for proposals for local organizations to facilitate Community Owned Resilience Hubs within the service territory. The Request for Proposals (“RFP”) was issued in July 2024.

Grantees were asked to submit proposals to identify and develop a catalog of potential resilience hub sites through community outreach and organizing, educational efforts, collaborative learning, and research related to energy resilience. The selected Grant recipient(s) will be responsible for working with local communities to identify viable community owned locations or “sites”. All sites are required to be in an Ava service area and take electricity service from Ava.

Ava received two proposals, which were evaluated by staff using the following criteria:

- Quality of Proposed Plan: Meeting Grant Program Goals (35%)
- Organizational Capacity: Budget(s) & History of Meeting Grant Deliverables (20%)
- Demonstrated Capacity of Delivering: Local Community Benefits (20%)
- Prioritizing Equity Priority Communities (12.5%)
- Ava Energy Special Procurement Preferences (12.5%)

The proposal from ECC was the stronger proposal, reached priority regions and constituencies within the Ava service territory as well as coordinating with other local community-based organizations such as Local Clean Energy Alliance. ECC is a national non-profit organization based in Washington, D.C., with affiliate offices in Boston, Los Angeles, New York, Oakland, San Francisco, and Seattle. Founded in 2009, ECC has the stated goal of creating "high-road" local economies that are sustainable, just, and inclusive.

ECCs proposal provides a strong plan to engaging with the Community through focus groups and collaboration with other CBOs to help define Resilience needs in the community, as well as defining eligibility criteria for Resilience Hubs. ECC will develop case studies of successful Resilience Hub models and provide an assessment tool to help prospective resilience hub sites confirm their resilience needs and apply for Ava’s Resilience Hub Technical Assistance Program and Solar and Storage incentive. ECC has identified 14 potential sites for Resilience Hubs. This Grant would deliver the identification of approximately 50 eligible Resilience Hubs sites.

Ava staff has worked with ECC over the last months to refine the approach with this grant. Through this process both parties agrees that shortening the grant term from three years to eighteen months was the right approach to focus on early learnings and community engagement as Ava ramps up the associated Resilience Hub Programs. Both parties agreed to focus on early engagement and initial Resilience Hub opportunities, focusing on quality of prospective sites over quantity.

Considering the need for this important work and the current funding in the Community Investment Grant budget, staff recommends issuing one Grant to Emerald Cities Collaborative.

Committee Recommendation

N/A

Attachments

- A. Resolution: Community Organizing and Capacity Building for Resilience Hubs
Community Investment Grant Award to ECC
- B. Draft ECC Grant Agreement
- C. Presentation: Resilience Hub Initiative

RESOLUTION NO. R-202x-XX
A RESOLUTION OF THE BOARD OF DIRECTORS
OF AVA COMMUNITY ENERGY AUTHORITY
Community Organizing and Capacity Building for Resilience Hubs
Community Investment Grant
Award to Emerald Cities Collaborative

WHEREAS The Ava Community Energy Authority (“Ava”) 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 Ava and parties to the JPA in March of 2020. The City of Stockton, located in San Joaquin County was added as a member of Ava and party to the JPA in September of 2022. The City of Lathrop, located in San Joaquin County, was added as a member to Ava and party to the JPA in October of 2023. On October 24, 2023, the Authority legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS The Ava Board of Directors has approved funding for Community Investment Grants for local Community-Based Organizations working on local initiatives that support community development;

WHEREAS Community Investment Grants are intended to re-invest Local Development funds and empower communities within Ava’s service area;

WHEREAS Ava issued a Request for Proposals (“RFP”) for projects that enable and foster community led energy resilience, and Ava received one conforming, proposal from Emerald Cities Collaborative (“ECC”) for the purpose of leading Community Organizing and Capacity Building for Resilience Hubs; including community workshops, design of a resilience readiness assessment tool, identification and reporting on approximately 50 potential resilience hubs, and facilitation in lead generation for Resilience Hub Technical Assistance or Solar and Storage Incentive programs;

WHEREAS Ava staff and ECC have agreed upon the major terms of the Grant and are preparing a Grant Agreement for execution.

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

Section 1. Approve recommendation authorizing the CEO to negotiate and execute a Grant Agreement and award for a Community Organizing and Capacity Building for

Resilience Hubs, Community Investment Grant of up to \$300,000 over 18 months to Emerald Cities Collaborative.

ADOPTED AND APPROVED this 18th day of December, 2024.

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

Ava Community Energy Grant Agreement

{NAME,
ORGANIZATION,
ADDRESS}

{DATE}

Dear {Grant recipient organization representative},

Congratulations! {ORGANIZATION} has been selected to receive an {TYPE OF GRANT} grant of up to \$300,000, over 18-months, from Ava Community Energy (Ava), for the purpose of empowering local communities to own and lead Resilience Hub efforts that best understand and can respond to the communities unique needs. Please have an authorized representative of your organization sign this Grant Agreement and return to Heidi Ramirez, Sr. Reporting Analyst at grants@avaenergy.org.

THIS AGREEMENT is made and effective as of {Start date}, by and between the Ava COMMUNITY ENERGY AUTHORITY ("Ava"), and {ORGANIZATION} a California {nonprofit corporation, or please name exactly the type of organization as defines on their tax form} ("Recipient"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. Recipient is a {non-profit corporation} providing [brief description of services] in Alameda County.

B. "Community Organizing and Capacity Building for Resilience Hubs" is part of Ava's Community Investments, an effort to reinvest funds into the local community. The grant initiative will support the development of community owned and led energy Resilience Hubs.

C. In consideration of the benefits provided by the Community Organizing and Capacity Building for Resilience Hubs Grant, part of Ava's Community Investment program, Ava is willing to provide a grant to Recipient to continue its work as provided in this Agreement.

2. Grant. Ava hereby agrees to provide funding to Recipient for the operation of the Community Organizing and Capacity Building for Resilience Hubs Grant in the amount of \$300,000 over 18-months (2025-2026) subject to the provisions of this Agreement ("Grant Funds").

3. Use of Grant Funds.

A. Recipient shall use the Grant funds to support the operations of the Clean Energy Jobs and Training for Youth Awareness Grant and for no other purposes. Those operations include the following:

Ava Brand Awareness and Messaging

- 1) Brand Assets
 - a) Ava may provide brand assets to share knowledge, increase awareness, familiarity, and understanding of Ava Community Energy.
 - (1) Brand Assets may include, yet are not limited to, digital designs or logos, promotional equipment, event booth tents, educational materials, informational pamphlets, giveaway products, magnets, aprons, hats, t-shirts, and more, as directed by Ava.
 - b) Recipient is responsible for utilizing Ava branded assets provided by Ava throughout the term of the grant, at all grant-sponsored events unless instructed otherwise by Ava.
- 2) Content Review
 - a) Any and all content, emails, communications, or promotional event messaging for distribution by grant Recipient, referencing or promoting grant-sponsored events, must be co-branded and include Ava's digital assets.
 - b) Any and all content, emails, communications, or promotional event messaging for distribution by grant Recipient, referencing or promoting grant-sponsored events, must be submitted for Ava to review prior to content release. Recipient must allow at least 7 business days for Ava to review content and request edits. Edits must be implemented before content release.

Outreach and Engagement

- 3) Community Engagement and Collaboration
 - a) Recipient may conduct outreach efforts and organize events to engage community members, disseminate information about Energy Resilience and about Ava Community Energy.
 - (1) Initial outreach will involve direct communication with community leaders to explain the project's environmental and economic benefits and gauge their interest in participating.
 - b) Recipient may develop collaborations with community-based organizations, experts, or educators to increase buy-in, promote consistent participation and community use of Resilience Hubs.
 - c) Recipient will facilitate collaboration and knowledge sharing across site hosts, leveraging the expertise of key partners.
 - d) Recipient will foster and strengthen existing relationships with clean energy institutions, advocates, site hosts, and other community members to gain buy-in of site development, increase customer

access, and expand the number of community-owned Resilience Hub sites.

- e) Recipient will collaborate with sites to establish usage policies that allow non-community members access.

Key Performance Metrics

- Resilience Hub Definition Workshops
 - Conduct 1 Resilience Hub community workshop to gather feedback to support refinement of a collaborative definition and eligibility criteria of Resilience Hubs for Ava’s Resilience Hub Technical Assistance and Solar + Storage Incentives
- Resilience Hub Case Studies:
 - Conduct research in an integrated, public-facing document on existing or proposed Resilience Hubs, including definition of services provided, and role in supporting community resilience.
 - Identify and analyze (energy) delivery methods employed by different hubs. Collaboration among CBOs is encouraged.
 - Evaluate the effectiveness of current Resilience Hubs, highlighting what has been successful and areas that need improvement.
- Community Outreach Workshops
 - Conduct 2 workshops to gather Community feedback regarding Community Resilience needs
 - CBO partner outreach for community education and awareness to support identification of potential sites
 - Promote awareness
- Development of Resilience Readiness Tool
- Identification of [50] Eligible Resilience Hub Sites

B. Kick-off Meeting

1) After grant is awarded, Ava will hold kick-off meetings with grantee to discuss project plans, deliverables, and areas where Ava can support in developing customized messaging or marketing assets for intended audience.

C. Quarterly Check-in

1) Quarterly check-ins will be held virtually and will focus on progress to date, revisions (when necessary) to program plan in original grant proposal, and relevant milestones.

D. Grant Funds shall not be used to support or oppose any candidates for elected or appointive office or to support or oppose any ballot measure on local or state ballots.

4. TERM. This Agreement shall commence on January 2025, and shall remain and continue in effect until June 2026, unless sooner terminated pursuant to the provisions of this Agreement. Ava reserves the right to withhold Grant Funds or terminate this Agreement for any reason upon 30 days’ written notice to the Recipient.

5. GRANT REPORT. Recipient shall provide a grant report that includes the following information and documentation:

A. Grant Progress Reporting – Program and Participation

- 1) Provide (a minimum of) quarterly updates on progress and development of grant efforts.
- 2) Recipient is responsible for (electronically) tracking, managing, and reporting on the data listed under Key Performance Metrics (Section 3.A.6-7) to be provided to Ava at a minimum of quarterly cadence, unless stated otherwise.
- 3) Utilize engagement surveys, interviews, and additional open feedback opportunities to actively improve satisfaction, reduce turnover, and enrich the renewable energy workforce.
- 4) Collect and track quantitative and qualitative data to understand grant impact and reach in the community, Ava service regions.

B. Financial Reporting

- 1) Recipient is to provide an annual budget, listing itemized use of grant Funds, including all direct and indirect costs associated, prior to the disbursement of grant funds. Due as described in Section 6, PAYMENT.
- 2) Recipient is to provide organizational audited financial statements, prior to the disbursement of grant funds. Due as described in Section 6, PAYMENT.

C. Annual Reports are to include:

- 1) Produce and deliver reports delineating grant progress with qualitative and quantitative findings.
- 2) Invoice for following grant payment.
- 3) Lessons learned and recommendations for Ava that would benefit the target audience.
- 4) Minimum of two high quality photos per event, with signed participant waivers allowing Ava to use the images in future marketing and/or outreach materials.

D. In addition to the information listed here, Recipient must provide any other information requested by Ava as it relates to Grant Funds. Reports are to be submitted via email to hramirez@avanergy.org by mutually agreed upon date.

6. PAYMENT. Payment will be made to [RECIPIENT] upon receipt of a fully executed Grant Agreement, an invoice, and a W9 form. Invoices should be sent to ap@avaenergy.org.

7. LEGAL RESPONSIBILITIES. Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement, including without limitation, prevailing wage laws, and such laws prohibiting discrimination against protected groups. Recipient shall at all times observe and comply with all such ordinances, laws and

regulations. The Ava, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this section.

8. ASSIGNMENT. Recipient shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Ava Manager.

9. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

AVA: Ava Community Energy Authority
1999 Harrison Street, Suite 2300
Oakland, CA 94612
Attention: Heidy Ramirez
Email: hramirez@avaenergy.org

RECIPIENT: Emerald Cities Collaborative (ECC)
[ADDRESS]
Attention:
Email:

10. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to Ava a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither Ava nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of Ava. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against Ava, or bind Ava in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, Ava shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for Ava. Ava shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

11. INDEMNIFICATION. Recipient shall indemnify, protect, defend and hold harmless Ava, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which Ava, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

12. SUPPLIER DIVERSITY. Ava is required to report to the California Public Utilities Commission on their diverse suppliers, as defined by CPUC General Order 156. Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, Recipient agrees to document and provide information to Ava regarding Recipients' status and any engagement of women, minority, disabled veteran, and LGBT owned business enterprises in its provision under this Grant Agreement. Specifically, Recipient agrees to complete Ava's Supplier Diversity questionnaire, which may be updated or revised during the term of the Grant Agreement, and otherwise reasonably cooperate with Ava to provide the information described above. Recipient shall provide such information in the timeframe requested by Ava and in no event later than January 31 of the year following the Effective Date of this Agreement.

13. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

AVA COMMUNITY ENERGY AUTHORITY

Howard Chang
Chief Executive Officer

APPROVED AS TO FORM:

Inder Khalsa, General Counsel

[ORGANIZATION]

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president.. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer.



Community Organizing and Capacity Building for Resilience Hubs

Community Investment Grant

December 18, 2024 ~ Board of Directors Meeting



Agenda

Community Investment Grant Overview:

- Resilience Hub Initiative

Grant Recommendation:

- Award Grant to Emerald Cities Collaborative
- Outcomes
- Partnerships
- Organizational Budget
- Evaluation Criteria

Timeline Overview:

- Proposed Timeline for Grant Initiative



Resilience Hub Initiative

Objective: Response to community feedback and expressed desire for community-ownership initiatives.

The grant will empower customers by facilitating communities to own and lead operations of Resilience Hub sites that are best suited to understand and address the community’s unique needs and deliver energy resilience services.

Community Organizing and Capacity Building for Resilience Hubs

Workshops & Case Studies

- Gather existing resilience hub site data and community feedback to aid in Resilience Hub definition and project development.

Resilience Readiness Tool

- Development of resilience readiness site evaluation scoring tool and outcomes summary

Identification of 50 Sites

- Support identifying site eligibility and requirements criteria
- Refer to TA or S+S



Technical Assistance

- **Provide technical support** to community-based sites, helping them transition from resilience concept plans to identification of key parameters needed for solar and storage project development
- **\$2M** has been approved for this phase. The goal of this phase is to provide technical assistance to up to 200 sites



Solar + Storage Incentives

- Provide incentives for community resilience hubs to **install solar and storage** and connect with Ava’s managed battery program
- 40% of the 23/24 excess revenues have been allocated to this Program with half allocated to upfront incentives for Resilience Hubs and CARE/FERA customers.



Grant Recommendation

Award a Community Organizing and Capacity Building for Resilience Hubs Grant of up to \$300,000, over 18-months*, to Emerald Cities Collaborative

Grant Objective:

Empower local communities to own and lead Resilience Hub operations; as local constituents are well positioned to better understand and therefore successfully respond to the community's unique needs.

Emerald Cities Collaborative (ECC):

A national nonprofit promoting sustainable, inclusive economies through green infrastructure and equity-focused development. ECC operates with a \$12M budget and regional chapters nationwide. With Northern California Chapter specializing in equitable climate policy, outreach, and stakeholder engagement.

ECC Partnership Opportunity:

- Skilled and Dedicated Team
- Focus on Economic Inclusion
- Collaborative and Holistic Approach
- Proven Expertise in Equity-Centered Development
- Specialized Regional Experience
- Deeply Rooted Community Relationships and Trust



Grant Outcomes

Outcomes aim to empower communities, refine resilience hub definitions, and ensure effective implementation aligned with Ava's goals.

Community Engagement and Capacity Building:

- Resilience Hub Case Studies and research.
- Defined Resilience Hubs collaboratively and identified site eligibility criteria.
- Engaged communities through 3-4 workshops to identify resilience needs and potential hub sites.
- **Deliverables:** Facilitate workshops, deliver summaries, case studies, proposed Resilience Hub definition and eligibility criteria

Resilience Readiness Tool Development:

- Created a standardized tool to assess site readiness for hosting Resilience Hubs.
- Evaluated community needs, site characteristics, and operational plans.
- **Deliverables:** Tool for assessments, readiness evaluations, and referral plan for Technical Assistance and Solar & Storage incentives.



Grant Outcomes (continued)

Eligible Resilience Hubs for TA/Incentive

- Provide 50 potential hub sites confirmed through the Readiness Tool.
- Shared readiness scores and site data with Ava for TA and S+S Incentive programs alignment.
- **Deliverables:** Evaluation summary and referrals to TA or S+S opportunities

Project Management and Reporting:

- Meeting coordination, progress updates, and reports.
- **Deliverables:** Detailed progress reports on achievements, challenges, and budget use.

* Original 3-year grant term revised to 18-months in order to better achieve the following:

- This adjustment enables Ava to frontload key activities—workshops, case studies, and research—to accelerate the impact and learning outcomes of the broader Resilience Hub Initiative, particularly for Technical Assistance and Solar + Storage Incentives.
- Revised term enhances collaboration with key community partners, including Little Manila Rising, Reclaim Our Power, APEN, and others, while prioritizing BIPOC, frontline, underserved, and Equity Priority Communities.
- Larger annual disbursements will expedite project work and fund CBO stipends, ensuring timely program benefits.



Organizational Budget Narrative

*Emerald Cities Collaborative (ECC) operates with an **annual organizational budget of \$12 million**, supporting its programs, staff, and operational activities across multiple U.S. regions.*

Overview of Organizational Capacity:

- ECC has a proven track record of managing large-scale grants exceeding \$1M across multi-year projects focused on community resilience, workforce development, and climate equity.
- Experienced in financial oversight, ECC adheres to strict fiscal accountability standards, ensuring grant compliance and timely reporting.
- Administrative Infrastructure: Robust systems for budgeting, procurement, and reporting, supported by an experienced grants administration team.

Demonstrated Success with Comparable Budgets:

- Managed grants up to \$500K across 12-24 months, delivering results on time and within budget.
- Successfully implemented multi-stakeholder initiatives such as the Anchors in Resilient Communities and the RENEW Multi-Family Decarbonization Program, showcasing ECC's ability to manage complex, outcome-driven programs.

Conclusion:

- ECC is equipped to effectively manage a grant of \$300,000, delivering high-impact results aligned with grant objectives within the 18-month period.



Community Based Organizational Partnerships

Local Clean Energy Alliance (LCEA) of the Bay Area:

Prominent membership organization working at the local, state, and national level to promote a clean energy future through the development and democratization of local renewable energy

Project Role: Serve as a support role in curriculum development and Resilience Readiness Tool testing.

Collective Resilience:

The only nonprofit organization in the country with the sole focus of supporting resilience hubs. While work is based in the Bay Area California region, online resources are used by organizations and agencies from around the country. **Project Role:** Resilience Hub case studies and site research

Proposed CBO Partners:

Asian Pacific Environmental Network
 Collective Resilience
 Communities for a Better Environment
 East Oakland Collective
 Little Manila Rising
 Reclaim Our Power

| Entity / Expense | Allocated Budget* | % Total* |
|---------------------------------------|-------------------|-------------|
| ECC | \$81,869 | 27% |
| LCEA | \$110,000 | 37% |
| CBOs | \$60,001 | 20% |
| Indirect Costs, Travel, Meeting Expns | \$39,130 | 16% |
| Total: | \$300,000 | 100% |

*final budget allocations TBC in grant agreement

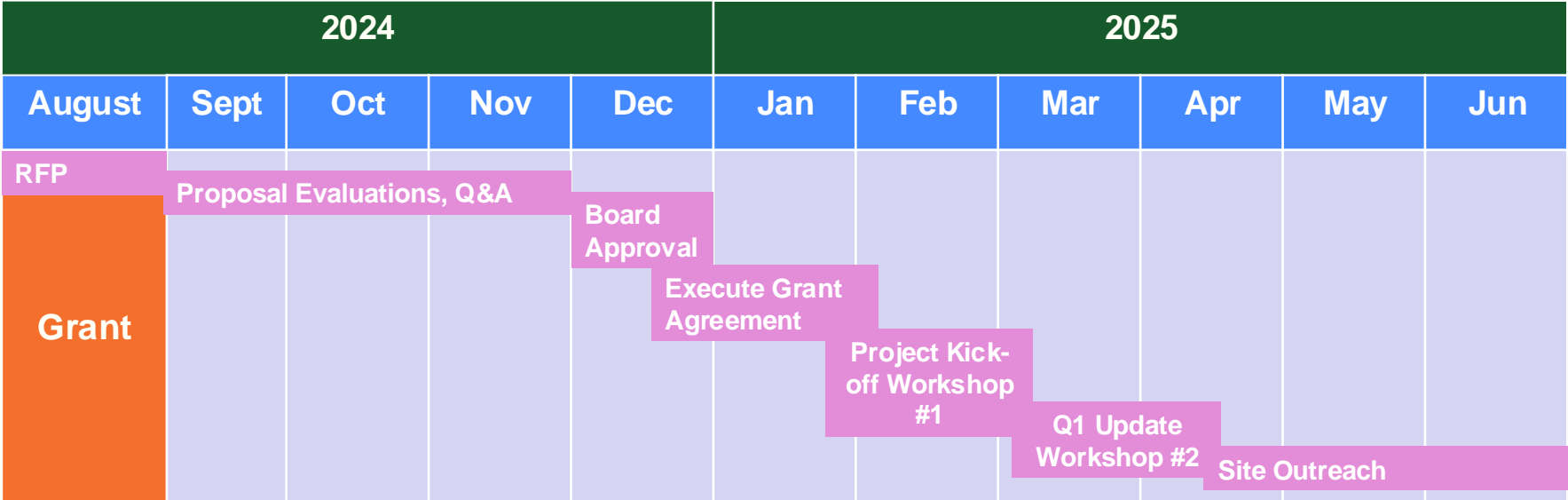


Grant Proposal Evaluation Criteria

| Technical Evaluation Criteria | Weight |
|--|--------|
| <p>Quality of Proposed Plan: Meeting Grant Program Goals</p> <ul style="list-style-type: none"> • Quality for proposal to achieve goals, requirements, and deliverables. • Detailed description of proposed energy resilience hub models and concepts. • Plan for community involvement, awareness-building, and site identification. • Plans for community-ownership revenue model | 35% |
| <p>Organizational Capacity: Budget & History of Meeting Grant Deliverables</p> <ul style="list-style-type: none"> • Proposed grant budget and workplan are reasonable and sufficient to achieve proposed outcomes. Budget considerations for equipment, events, or grant deliverables are justified, demonstrating cost-effectiveness. • List of all FTE existing and/or proposed additional staff. • Experience in developing and implementing similar programs. | 20% |
| <p>Demonstrated Capacity of Delivering: Local Community Benefits</p> <ul style="list-style-type: none"> • Includes demonstrated experience and impact conducting outreach in Ava's service territory. • Demonstrated ability to engage community and local business or other organizations effectively. | 20% |
| <p>Prioritizing Equity Priority Communities</p> <ul style="list-style-type: none"> • Preference for outreach plans focused on historically marginalized populations or geographic regions. • Preference for reaching low to medium income households. | 12.5% |
| <p>Ava Energy Special Procurement Preferences</p> <p>The following four categories will receive extra points in Ava's evaluation:</p> <ul style="list-style-type: none"> • Organization sited within Ava service territory or employing at least 25% of the workforce residing in <u>Ava's territory (5%)</u> • Organizations sited within CalEnviroScreen 4.0 <u>Disadvantaged Community (2.5%)</u> • Organizations employing <u>Union Labor (2.5%)</u> • Disabled-Veteran Owned Business (2.5%) | 12.5% |



Proposed Timeline





Staff Report Item 15

| | |
|-----------------|---|
| To: | Ava Community Energy Authority |
| From: | Annie Henderson, Chief Customer Officer |
| Subject: | Review of the Local Development Business Plan |
| Date: | December 18, 2024 |

Summary

This presentation provides a brief history of the Local Development Business Plan (LDBP), efforts made by Ava Community Energy staff relevant to the LDBP, and a summary of local development efforts upcoming in 2024 and 2025.

Attachments

Presentation

Local Development
Business Plan Review
December 2024



Board Summary



Roadmap of Information Sharing

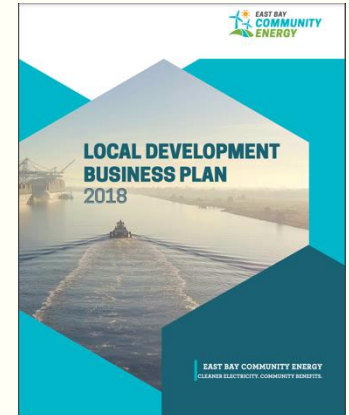
- This presentation
 - Overview of Local Development Business Plan efforts from 2018-2023
 - High level view of efforts in FY24/25
- At request of the board
 - Follow up to extend presentation at future board meeting (s), and/or
 - Special retreat meeting
- Future board meeting presentations
 - Local Development fund overview
 - Review of local development budget and spend reconciliation
 - Review of committed/earmarked funds

Background on the Local Development Business Plan



Local Development Business Plan (LDBP): Brief History

- **Origin story of Ava:** Facilitated by Alameda County and starting with a Steering Committee (local government elected officials and staff, environmental activists, labor representatives, members of the community) in June 2015; Joint Powers Authority formed in 2017 as East Bay Community Energy (EBCE); service started for commercial customers in June 2018 and November 2018 for residential customers; expansion to new communities in 2021; EBCE rebranded as Ava Community Energy is October 2023
- **Origin story and general background of LDBP:** Request from Steering Committee members to create a roadmap of efforts to be implemented in first 5 years of agency – very broad scope while very tactical. Developed by team of consultants prior to staff being hired. Plan approved by board in July 2018.
 - Consultants:
 - ALH|ECON
 - The Offset Project/blue strike environmental
 - Optony
 - Clean Coalition
 - eco-shift consulting
 - Advisors
 - Betony Jones – Labor and Community Benefit Advisor
 - Gary Calderon – Energy Storage and Demand Response Advisor



[Link to document](#)

Goals and Priorities for EBCE

- EBCE's relationship with its **customers** is the highest priority.
- Maintaining stable and competitive **rates** is essential.
- Prioritizing the development and utilization of **local clean energy resources** in ways that maximize local benefits is highly important to the EBCE community.
- Actively supporting the development and maintenance of a highly-skilled **local workforce** is key to EBCE's long-term stability and success as an organization.

Overarching Goals and Objectives of the LDBP

- Create a framework and roadmap for **accelerating local DER deployment and maximizing community benefits** using the CCA mechanism
- Offer **innovative program designs** that can overcome market failures and incentivize meaningful community and organizational benefits.
- Develop **local clean and dispatchable energy resources** to support EBCE's core values and goals
- Support a vibrant local economy and robust workforce through **innovative energy programs** and local clean energy investments.
- **Protect the most vulnerable customers** through targeted, beneficial local energy programming.
- Offer a **diversified portfolio of local programs coupled with retail rate savings**, which can deliver greater community benefits than rate savings along.



High Level Outline of LDBP and Content Architecture



I: Early Action Areas

- Demand Response
- Energy Efficiency
- Building Electrification
- Transportation Electrification
- Collaborative Procurement
- Community Investment Fund

II: Supporting Resources, Policies, & Strategies

- Integrated Data Platform
- Customer Partnerships
- Benefit Adders & Market Responsive Pricing
- Energy Storage Contracting Strategy
- Rate Design as an Incentive
- Customer Financing Options
- Workforce Development
- DER Aggregation: VPP Strategy
- Integrated Resource Plans
- Clear & Transparent Reporting

III. Ongoing Analysis, Implementation, & Refinement

- Quantifying LDBP Benefits
- LDBP Scenario Analysis

An indexing of the document resulted in over **70 recommendations across 18 categories** ranging from demand response programs and net energy metering to risk mitigation strategy and rate design.



Focus Areas

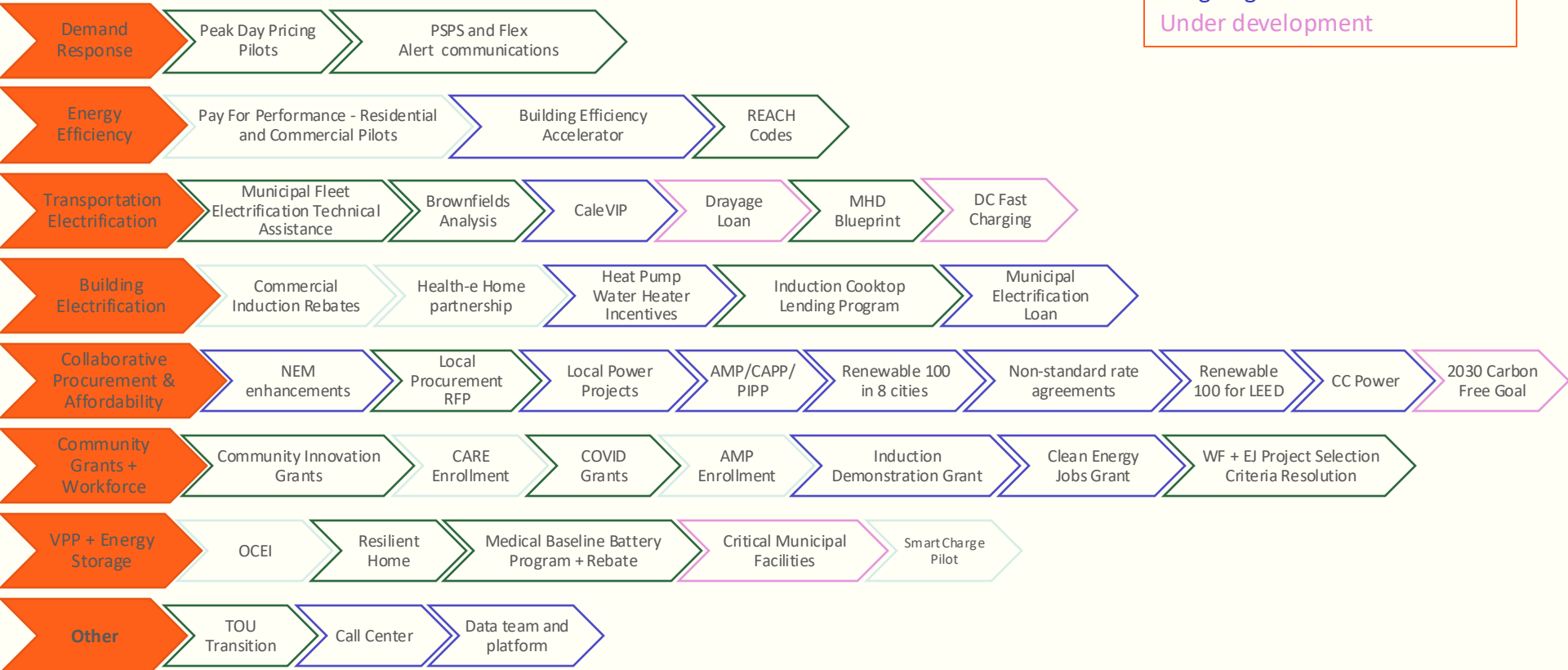
- 1 Demand Response**
- 2 Energy Efficiency**
- 3 Building Electrification**
- 4 Transportation Electrification**
- 5 Collaborative Procurement & Affordability**
- 6 Community Grants & Workforce Development**
- 7 Virtual Power Plants (VPP) & Energy Storage**
- 8 Other**
 - Data Analytics and Technology
 - Time of Use
 - Customer Call Center

Summary of Efforts 2018 to 2023 & Looking Forward

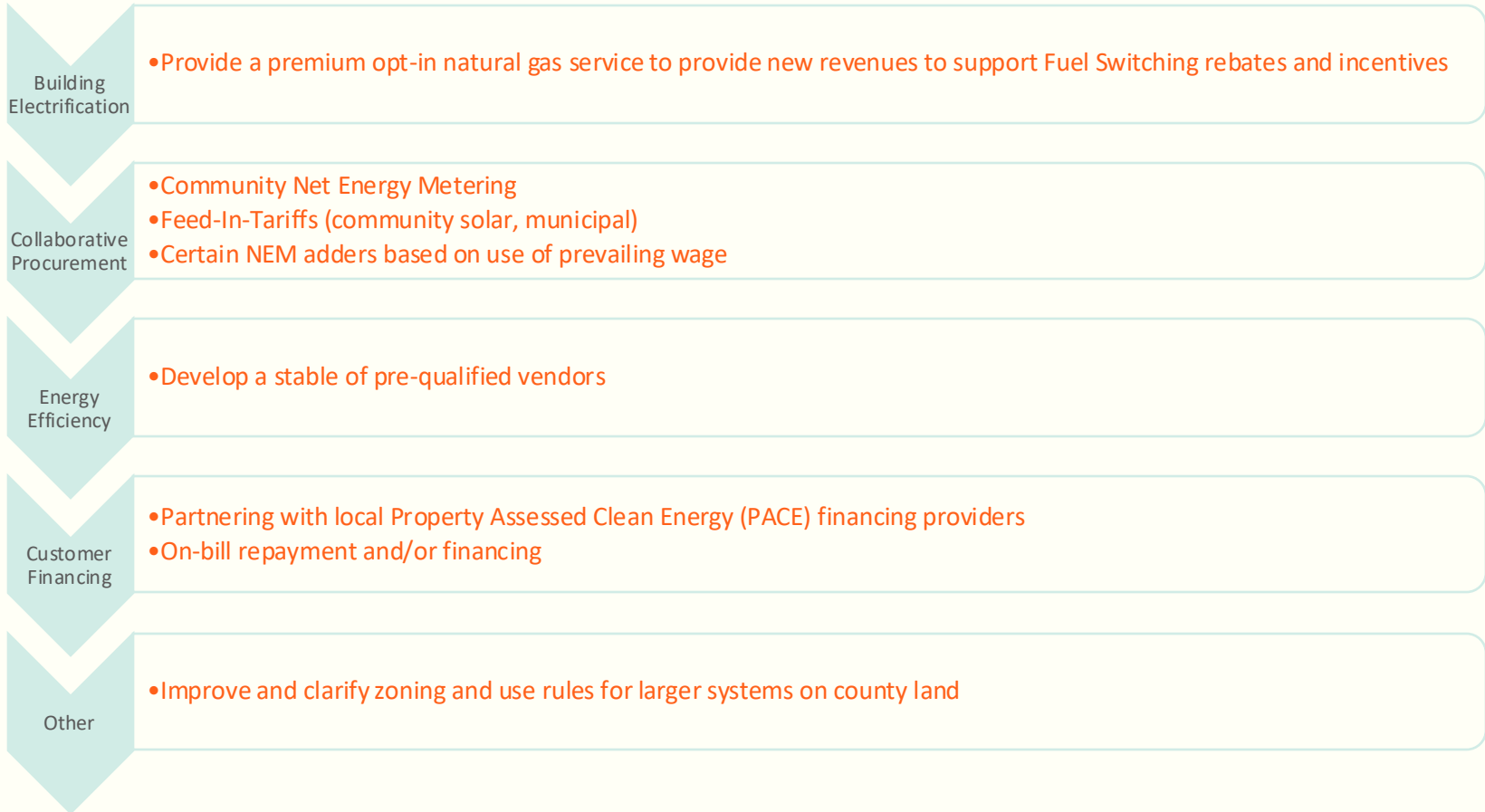


Ava Efforts: 2018 through 2023

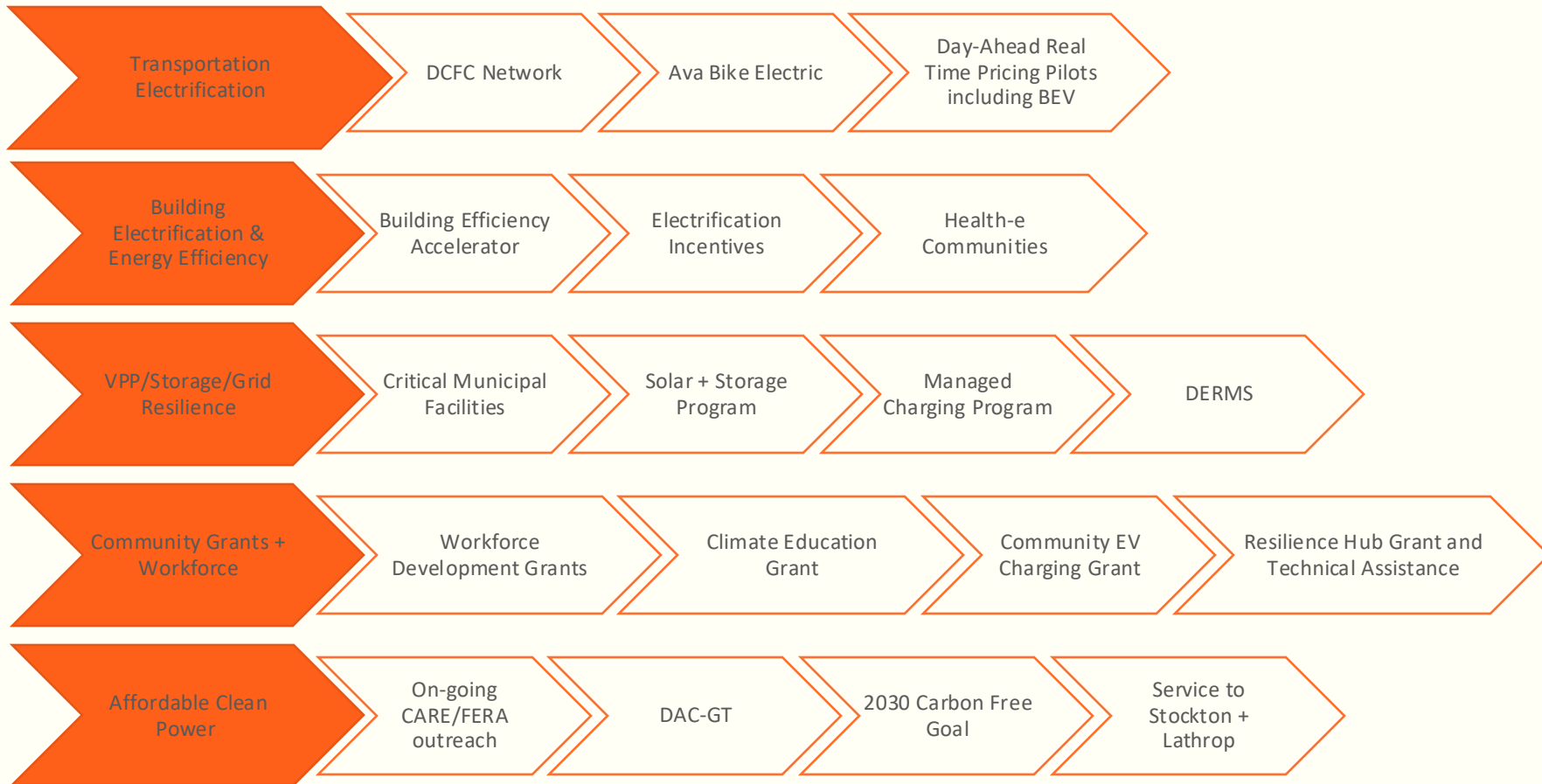
Complete
 Complete with lessons learned
 On-going
 Under development



Recommendations Not Pursued



Programmatic Focus Areas for FY24/25+



Equity Metrics Summary

| | 2018-2023 | 2024/2025 |
|--|-----------|-----------|
| Affordability and Resilience | \$26.5M | \$29.6M |
| Customer Engagement Touchpoints | 218,000 | 200,000 |



Equity Metrics For Completed Efforts

| Program | Detail | Impact |
|---|--|---|
| Ava Customer bill credits | Credits for CARE/FERA customers | \$12M to ~120k low-income Ava customers over 2 years \$22.4M in credits to customers from FY23/24; \$10.8M to CARE/FERA customers that receive \$100 credit each |
| California Arrearage Payment Program (CAPP) | COVID debt relief program | \$13.8M in Ava customer energy bill debt relief to 65,000 residential customers |
| Resilient Home | Incentives for solar + storage | 22% of portfolio capacity serves CARE/FERA, DAC, LMI, and/or Medical Baseline customers |
| Medical Baseline Battery Program | Offered free/discounted portable batteries to CARE/MB customers to power devices during PSPS | 50 free batteries to CARE/MB customers \$1,000 incentive to another 150 MB customers |
| Health-e Home | Program to electrify 40 homes through incentives and low-cost financing | Electrified 18 units with heat pumps, induction and other upgrades |

Equity Metrics For On-going Efforts

| Program | Detail | Impact |
|--|---|--|
| Ava Solar Discount (DAC-GT) | 20% discount on local 100% solar projects | 3,000 Ava customers , expanding for new service areas |
| Percentage of Payment Income Plan (PIPP) | Capped fee payment plan | 700 Ava customers |
| Arrearage Management Program | erases debt after 12 months of timely payments | 5,900 Ava customers |
| Medical Baseline | Higher baseline for homes with medical devices | 18,600 Ava customers |
| Ava CARE Outreach | Outreach campaigns to Ava customers who likely qualify for discount program results in greater efficacy and lower costs | Initial Ava direct campaigns resulted in ~450 new enrollments , 2 grants of \$10k each in 2020 |
| Ava CARE/FERA NEM Adder | Additional credit to CARE/FERA solar customers | 4,720 Ava customers, each received ~\$39/year, updated for Solar Billing Plan |

Equity Metrics For Upcoming Efforts

| Program | Detail | Impact |
|----------------------|--|---|
| Ava Bike Electric | Incentives to purchase e-bikes | 40% of incentive funding dedicated to CARE/FERA customers, \$4M in Increased incentive levels |
| Health-e Communities | Direct install of induction range | Initial pilot of 200 households |
| Resilience | Solar + Storage incentives, grant work, and technical assistance | 50% of solar + storage incentives for Resilience Hubs + CARE \$300k in grants \$2M in technical assistance Critical Municipal Facilities micro-grid for local resilience |
| DCFC Network | Network of direct current fast chargers for EVs | Intentionally sited near multi-family housing to drive EV adoption amongst Multi-Family residents and renters |

Highlighted Efforts from 2018-2023



Select Highlights from 2018-2023

1. Scott Haggerty Wind Energy Center & Local Projects: 2018-2023+
2. Early Resilience Efforts – Resilient Home, Critical Municipal Facilities, Portable Batteries: 2019-2023
3. OCEI: 2019
4. Municipal Fleet EV Charging: 2019-2023+
5. COVID Grants Response: 2020
6. Building Efficiency Accelerator: 2021-2023
7. Municipal Support Summary: 2018-2023



Scott Haggerty Wind Energy Center & Local Projects: 2018-2023+

LOCAL

A contract signed in 2018 and operational in July 2021, this project replaced 569 old turbines with 23 state of the art turbines to generate 57MW of local power.

LABOR

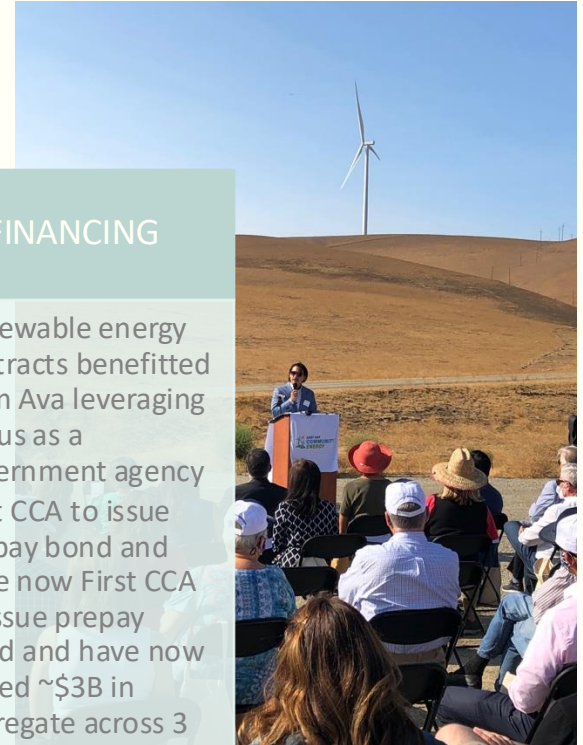
SHWEC represents a \$20 million investment into Alameda County through tax revenue and was build with 115,000 hours of union labor.

ADD'L PROJECTS

- Aramis solar + storage in Livermore (100MW)
- Kola storage outside of Tracy (125MW)
- Disadvantaged Community (DAC) solar projects in San Leandro, Oakland, Hayward, and Tracy (7MW)

FINANCING

- Renewable energy contracts benefitted from Ava leveraging status as a government agency
- First CCA to issue prepay bond and have now First CCA to issue prepay bond and have now issued ~\$3B in aggregate across 3 separate energy prepay transactions



RESILIENT HOME Goals

- Launched in 2019
- Enroll up to 2,500 residential solar and storage customers in Load Modification program
- At least 20% of these projects sited in disadvantaged and low-income communities, medical baseline customer homes and/or the homes of customers on financial assistance program

RESILIENT HOME Outcomes

- **1,154** total customers enrolled
- **7.5 MWh** per event day expected performance
- **1.8 MW** of load modification capacity
- Q2-2024: 2.07 MW daily average capacity; 268 MWh delivered
- **22%** of portfolio capacity w/ DAC, LMI, CARE/FERA, or Med Baseline customers

RESILIENT HOME Lessons Learned

- **Latency:** It's ideal to start program operations at the time of enrollment
- **Incentive payment structure:** Align payments with program duration
- **Customer and LSE goals:** Identify customer drivers + intersection with program goals



CRITICAL MUNICIPAL FACILITIES

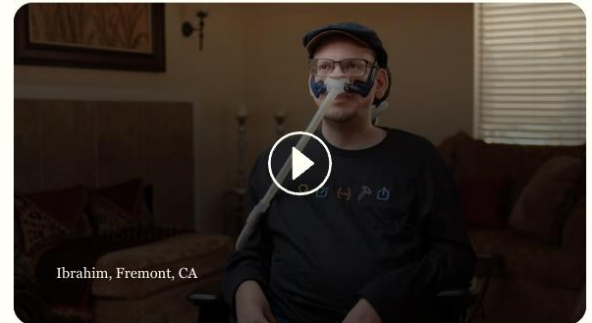
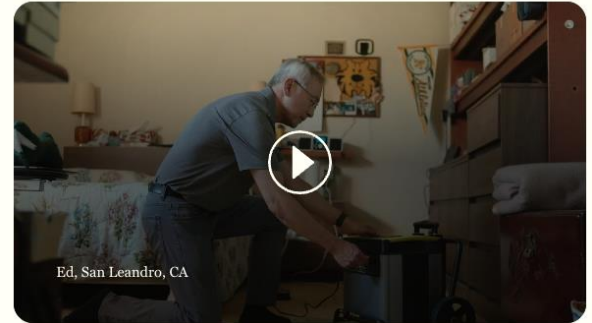
- Starting in 2019, began work with member cities to assemble a list of hundreds of sites, ranging from fire stations and emergency operation centers, to senior and community centers.
- Initial portfolio-level assessment examined natural hazard exposure, service to the community, and solar and battery potential
- Preliminary assessment identified an aggregated capacity of approximately **10 MW of solar and 25 MWh of storage**

PORTABLE BATTERIES

- Program ran from 2021-mid2024
- Gave away **50 free** portable Yeti Goal Zero batteries to Medical Baseline Customer in High Risk fire zones
- Provided ~150 \$1k rebates for portable batteries
- Total budget of **\$300k**

Back-up electrical power is vital for your emergency preparedness plan.

Ava customers Ed and Ibrahim share their personal stories of how Ava's Medical Baseline portable battery program helped them to increase their resilience in the event of a power outage.



Oakland Clean Energy Initiative: 2019

BACKGROUND

In 2019, this was a cornerstone effort to replace two jet-fueled peaker plants in Jack London Square with battery technology

SUCCESS

EBCE/Ava successfully negotiated a deal with owners of plant that would improve air quality within this disadvantaged community

SET BACK

PG&E did not reach a final agreement, halting the project. This resulted in a termination of Ava’s contract which was contingent.



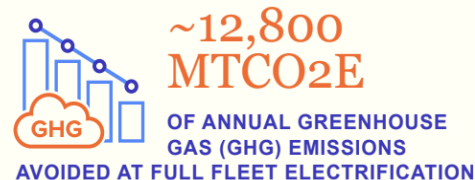
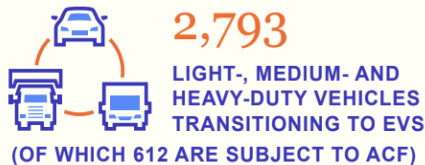
Oakland Clean Energy Initiative



Technical Assistance

- 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:



COVID Grants: 2020

Total Over \$2.2M

- \$1.1M directly to 13 jurisdictions
- ~\$650,000 to local CBOs
- \$245,000 to local medical and healthcare orgs
- \$175,000 to local food banks and food aid



Building Efficiency Accelerator: 2021 - 2023

- Advice letter to elect to administer 2021, awarded in Sept. 2022, launched in 2023
- **\$13.5M grant** from CPUC to support C&I customers from 2023-2026 to implement energy efficiency and electrification
- Goal of **30 GWh reduction**
- Currently enrolled: 30 high usage buildings across 7 cities, representing ~10 GWh of kWh reduction potential
- Two electrification projects identified, and several lessons learned re: commercial-scale electrification
- Early efforts identified customers with greatest potential program benefit, and laid the groundwork for long-term relationships with key accounts for future Ava initiatives

Building Efficiency Accelerator Highlight:

One commercial facility with 2.3M kWh of annual electricity use saved 15% on their yearly energy bill by implementing our recommended energy-saving projects. In addition, they earned **\$17,000** in incentives through measures including HVAC optimization and scheduling, pump setbacks, and VFDs on heating ventilation and **\$115,600** in electrification incentives through electrifying their pool boiler.



Municipal Support Highlights: 2018-2023

TECHNICAL ASSISTANCE

- 7 cities received grants and/or technical support for REACH codes
- 13 jurisdictions received support for AB1236 EV permitting compliance
- 4 jurisdictions received medium and heavy-duty fleet electrification support; 11 jurisdictions received light duty fleet electrification support
- 5 jurisdictions received Affordable Multifamily Housing EV Charging Technical Assistance for 35 sites

GRANTS

- \$1.1M directly to 13 jurisdictions during COVID as part of the total \$2.2M
- over 140 community grants of up to \$2,500 each provided to local CBOs across 13 jurisdictions, totaling nearly \$289k
- \$17.3M secured through CaleVIP for 80 level 2 charges and 24 DC fast charges across 12 jurisdictions
- 5 jurisdictions received support for CEC grant applications
- 2 jurisdictions received a total of \$2M in federal grant funding to support resilience efforts with Ava support

POWER

- Over \$72M in savings to Bright Choice customers across Ava service territory
- 8 cities transition all customers to Renewable 100 with minimal opt out



A lot is possible

With the build out of staff and increased operational maturity, Ava is set up to do great things.

Aspirations not always feasible and lessons learned

We consciously did not pursue aspects of the LDBP due to operational concern, market conditions, and/or financial feasibility. But we take a lot of lessons learned from where we did implement on the plan.

Need for prioritization

The LDBP was comprehensive and audacious. While we executed on a lot, it is now time to focus and prioritize on core programmatic initiatives.



Deeper Dive into Early Action Focus Areas



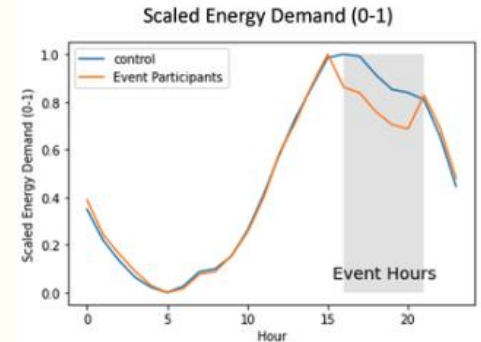
Peak Day Pricing

- Pilots in PDP seasons of 2018 & 2019
- Impact: Approximately 33 MWh reduction
- Discontinued as all customers moved to new commercial TOU rates

PSPS Communications and Flex Alerts

- Customer support and communications around Power Safety Power Shut Offs in October 2019 (1x) and October 2020 (4x)
- Customer and municipal member support and communications on Flex Alerts including information on cooling center locations
- September 2022 Heat Storm
 - outreach to 160,000 target customers (based on machine learning models that predict use of air conditioning) with request to reduce and incentives for participation
 - Outreach to 150 commercial customers to reduce load and incentivize enrollment in the Emergency Load Reduction Program
 - Outreach to all medical baseline customers
 - Outreach to large customers with generators

Heat Storm Outreach Results



Pay for Performance Residential and Commercial Pilots

- Low Income EE and Peak Management (OhmConnect and RisingSun)
 - 388 customers participated; received smart plugs and support in enrolling with demand response program
 - 2% savings across the portfolio
- Single Family Peak Management (BayREN)
 - 122 projects enrolled
 - No measurable impact on peak - likely due to short time frame of pilot
 - Attempted to stack incentives on top of the existing BayREN program, limited uptake on interested contractors despite the additional incentive.
- Commercial Pay-for-Performance (P4P)
 - Three enrolled projects, fully subscribed
 - 53 MWh projected savings, \$356,000 reserved incentives
 - Achieved 300,000 kWh savings and delivered \$185,000 in incentives through meter-based P4P program design

Building Efficiency Accelerator

- Work on grant application started in 2021
- \$13.5M grant from CPUC to support C&I customers from 2023-2026 to implement energy efficiency and electrification
- Goal of 30 GWh reduction
- Currently enrolled: 30 high usage buildings across 7 cities, representing ~10 GWh of kWh reduction potential
- Two electrification projects identified, and several lessons learned re: commercial-scale electrification
- Early efforts identified customers with greatest potential program benefit, and laid the groundwork for long-term relationships w/ key accounts for future Ava initiatives



Fleet Electrification/Charging as a Service

- evFleet Consulting developed to promote market transformation and transition from diesel trucks to electric trucks by providing analysis and advisory services to navigate technology and regulatory concerns and timelines. Report provided to each member city and 5 private fleet managers
- Charging as a Service offered to all jurisdictions, one project currently under development

Brownfields Analysis

- First-of-its-kind approach with the EPA to evaluate brownfield reuse as potential sites for zero-emission EV fast charging, identifying potential sites along Interstate 880 corridor in the East Bay.

CaleVIP

- Administrator of the Alameda County Incentive Project
- Support of municipal members application to grants, as well as direct grant contribution
- Total of \$17.3M in incentive funding for level 2 and DC fast charging equipment for electric vehicles; sites in disadvantaged communities or at multi-unit dwelling receive higher incentive
- 132 sites funded
- Ava direct funding contribution of \$3.5M

Drayage Loan

- Awarded \$4.5M loan to developer of medium/heavy duty charging depot in Livermore to serve freight vehicle routes from the Port of Oakland to inland distribution centers

MHD Blueprint

- \$200k grant from CEC (2021) to develop a report on vehicles, infrastructure, financing, workforce development, and community benefit.
- Detailed actions to be taken by Ava and others to make our service area a first-mover market for zero-emission Class 2b-6 trucks and vans by 2030, and Class 7-8 trucks by 2040
- Worked with Stakeholder Guidance Committee of 35 entities
- Completed in Oct 2023

Managed Charging Pilot

- The pilot objective was to learn more about customer marketing of managed charging.
- 108 customers participated; Average incentive payment of \$64.29 per customer
- Extensive message testing to different customers based on current electric rate.
- Lessons learned incorporated into full program development, which is anticipated to launch in early 2025

Initial Work on DCFC Network

- Brownfields analysis and direct work with city partners lead to development of multi-phase DCFC network, which focuses on siting charging stations in underserved areas near multi-family housing and on municipally owned property.
- 5 sites currently under development, with the first one anticipated to be operational by the end of 2024



Building Electrification

Reach Codes

- Cities applied to receive technical assistance to support the development of a new Reach Code ordinance or requested assistance to facilitate implementation of an existing Reach Code. Approx. \$330k in direct assistance.
- Estimated savings from updated REACH codes in 11 cities is approximately 17,787 MT CO₂e cumulatively from 2020-2025

Commercial Kitchen Induction Rebates

- Up to \$17,000 for commercial kitchens to convert to induction equipment from natural gas
- 3 projects funded totaling ~\$20,000

Health-e Home Partnership

- Program designed to address the cost barrier of home energy efficiency upgrades through partnership with BlocPower and Revalue.io
- 40 projects completed; low participation shows financing aimed at low-income customers for electrification remains a barrier



Induction Cooktop Lending Program

- Supported 15 public sites for lending of induction cooktop stoves
- 475 lending sessions complete

Piedmont Pool Electrification Loan

- After surveying all JPA members, identified immediate need for financial support for the beneficial electrification of the public pool in Piedmont
- \$750,000 no-interest loan

Heat Pump Water Heater Incentives

- Through StopWaste.org, provided \$545,000 in incentives
- \$1,000 incentives provided to install HPWH for 545 residential customers

Initial NEM enhancements

- Initially provided new NEM installations cash-out at retail rate, updated to match PG&E following surveys showing that the enhanced cash-out did not change customer behavior
- Provide higher cash-out and credit values to low-income and municipal customers
- Offer customers a choice of a monthly or annual true-up

CA Renewable Energy RFP

- Launched in June 2018, was Ava's first solicitation seeking long-term contracted resources
- Sought several hundred MWs of renewable energy contracts and a minimum of 20MW located in Alameda County
- Scott Haggerty Wind Energy Center (SHWEC) contracted as a result

Scott Haggerty Wind Energy Center

- Operational in July 2021, this project replaced 569 old turbines with 23 state of the art turbines to generate 57MW of local power.
- SHWEC represents a \$20 million investment into Alameda County through tax revenue and was built with 115,000 hours of union labor.

Financial Assistance

- Statewide programs help customers lower their monthly bill payments or arrearages.
- Implemented the Arrearage Management Program (AMP) and Percentage Income Payment Plan (PIPP) to help customers with bill affordability
- Facilitated the application of \$13.8M in state funds towards customer past-due payments via the California Arrearage Payment Program (CAPP)

DAC-GT/CSGT

- Ava contracted for 5 solar projects to be built in Ava's service territory. Projects are expected to come online in 2026 and will supply 5.8 MWh of energy, enough electricity to power ~3,700 CARE/FERA households.

Non-standard Rate Agreements

- Ava has several non-standard rate agreements with commercial customers who received a Direct Access ticket but choose to stay with us on a special customized rate.

Renewable 100 for LEED

- A Green-e certified version of Ava's R100 product is offered to commercial customers seeking LEED building certification points. Several businesses currently contract with Ava for this product which encourages environmentally friendly and healthy buildings in our service area.

2030 Carbon Free Goal

- In December 2020 Ava's Board adopted a goal that Ava pursue a net 0 MMT emission portfolio of resources by 2030, as calculated consistent with the CPUC's Integrated Resource Plan methodology

1 GW of Contracted new Renewable Energy Projects

- With 21 contracts signed in the last 5 years, Ava is supported by over 1 GW of new renewable power – an incremental growth in clean power that wouldn't exist without the agency.

Community-wide Opt Up to Renewable 100

- Support community-wide post-enrollment product change to Renewable 100 for 7 cities, resulting in 28% of Ava customers on 100% solar & wind

Example: California Community Choice Financing Authority, founded 2021

BACKGROUND

- 1 of 5 founding members of JPA of 10 CCAs
- Aim to reduce the cost of power purchases for members through pre-payment structures

SUCCESSSES

- 2021 – Issues CA's first municipal clean energy project revenue worth over \$2B
- \$5.48 billion of bonds in 2023, making it the third largest issuer of tax-exempt debt in the US that year
- nearly \$9 billion of prepayment bonds in total, saving participating CCA ratepayers over \$45 million yearly.



Tulare Solar Center

Transition to Renewable 100

| | |
|------------------------------|--|
| 2018 | 1 city launched with residential customers defaulted to Renewable 100; 3 cities launch with default to Brilliant 100 |
| By October 2022 | 8 cities had Renewable 100 as the default service options for their local customers |
| Currently | 10 cities have their municipal accounts served by Renewable 100 |
| Coming in August 2025 | Fremont residential customers will switch to Renewable 100 |
| Coming in August 2026 | Fremont commercial customers will switch to Renewable 100 |

Aramis Solar + Storage Resource Adequacy Project: 2020+

LOCAL

- Initially part of the 2018 RFO, contract signed in 2020 for portion of 100 MW solar plus 100 MW/4-hour duration storage project in Livermore.
- 10-year agreement for 20 MW of resource adequacy
- CleanPowerSF is main power off-taker

LABOR + INVESTMENT

- Construction expected to begin in 2025 and create 400 living-wage, all union jobs through a Party Labor Agreement with 5 local construction crafts
- Local sales tax revenue expected to be \$1.5M, local procurement of \$7.5M, indirect benefits of \$22.5M



Executed Renewable Energy and Storage Contracts

| Project Name | Technology | Location | Est Comp Date | Term | Developer | Capacity |
|-----------------------------------|-----------------|-----------------------------|---------------|---------------|-----------------------------|--|
| Scott Haggerty Wind Energy Center | Wind | Alameda County | Jul 2020 | 20-year term | Greenbacker Capital | Nameplate MW: 54.8 Storage MW/MWh: 0 |
| Golden Fields Solar | Solar | Kern County | Dec 2020 | 15-year term | Clearway Energy Group | Nameplate MW: 112 Storage MW/MWh: 0 |
| Tecolote Wind | Wind | Torrance and Guadalupe (NM) | Dec 2021 | 10-year term | Pattern Energy | Nameplate MW: 100 Storage MW/MWh: 0 |
| Henrietta D Energy Storage | Storage | Kings County | Dec 2021 | 15-year term | Convergent Energy and Power | Storage MW/MWh: 10/40 |
| Tulare Solar Center | Solar | Tulare County | Apr 2022 | 18-year term | Idemitsu Renewables | Nameplate MW: 56 Storage MW/MWh: 0 |
| Daggett 3 | Solar + Storage | San Bernadino County | Sep 2023 | 15-year term | Clearway Energy Group | Nameplate MW: 50 Storage MW/MWh: 12.5/50 |
| Oberon | Solar + Storage | Riverside County | Jan 2024 | 10+-year term | Intersect Power | Nameplate MW: 125 Storage MW/MWh: 125/500 |
| Scarlet I | Solar + Storage | Fresno County | May 2024 | 20-year term | EDP Renewables | Nameplate MW: 100 Storage MW/MWh: 30/120 |
| Tumbleweed Energy Storage | Storage | Kern County | Jul 2024 | 15-year term | REV Renewables | Storage MW/MWh: 50/200 |
| Kola Energy Storage II | Storage | San Joaquin County | Jun 2025 | 20-year term | NextEra | Storage MW/MWh: 125/500 |
| Oakland 1 | Solar | Alameda County | Dec 2025 | 20-year term | Prologis | Nameplate MW: 0.72 Storage MW/MWh: 0 |



| Project Name | Technology | Location | Est Comp Date | Term | Developer | Capacity |
|------------------|-----------------|-----------------------|---------------|--------------|-----------------|--|
| San Leandro 10 | Solar | Alameda County | Apr 2026 | 15-year term | Prologis | Nameplate MW: 1 Storage MW/MWh: 0 |
| Hayward Commerce | Solar | Alameda County | Apr 2026 | 15-year term | Prologis | Nameplate MW: 0.56 Storage MW/MWh: 0 |
| Tracy 12 | Solar | San Joaquin County | Jun 2026 | 20-year term | Prologis | Nameplate MW: 3 Storage MW/MWh: 0 |
| Tracy 2 West | Solar | San Joaquin County | Jun 2026 | 20-year term | Prologis | Nameplate MW: 2 Storage MW/MWh: 0 |
| Sun Pond | Solar + Storage | Maricopa County (AZ) | Jun 2026 | 20-year term | Longroad Energy | Nameplate MW: 42.5 Storage MW/MWh: 42.5/170 |
| Corsac Station | Geothermal | Churchill County (NV) | Dec 2026 | 15-year term | Fervo Energy | Nameplate MW: 40 Storage MW/MWh: 0 |
| SunZia | Wind | Lincoln County (NM) | Dec 2026 | 15-year term | Pattern Energy | Nameplate MW: 250 Storage MW/MWh: 0 |
| Imperial Sun | Solar + Storage | Imperial County | Mar 2027 | 15-year term | Atlantica | Nameplate MW: 100 Storage MW/MWh: 100/400 |
| IP Easley II | Solar | Riverside County | Jun 2027 | 10-year term | Intersect Power | Nameplate MW: 75 Storage MW/MWh: 0 |
| IP Easley | Solar | Riverside County | Jun 2027 | 10-year term | Intersect Power | Nameplate MW: 75 Storage MW/MWh: 0 |
| Zeta Solar | Solar + Storage | Merced County | Sep 2027 | 20-year term | Longroad Energy | Nameplate MW: 37.5 Storage MW/MWh: 37.5/150 |
| Gabriel Storage | Storage | Los Angeles County | Sep 2027 | 20-year term | Aypa Power | Storage MW/MWh: 100/400 |
| Rosemary Solar | Solar | Fresno County | Sep 2028 | 20-year term | Longroad Energy | Nameplate MW: 70 Storage MW/MWh: 70/280 |



Community Innovation Grants

- 6 grants of \$40,000 each = \$240,000
 - Ecology Action
 - RE-volv
 - People Power Solar
 - Community Impact Hub
 - Rising Sun Center for Opportunity
 - West Oakland Environmental Indicators Group

CARE Enrollment Grants

- 2 grants of \$10,000 each to local CBOs in late 2019
 - Spectrum Community Services & Interfaith Light and Power
- Goal to get 500 new CARE enrollments
- Grants in place just as pandemic hit, severely impacting CBOs ability to conduct outreach

COVID Grants

- A total of \$2.2M to city partners and community-based organizations providing a variety of services

AMP Enrollment Grants

- \$150k to 4 orgs for AMP enrollment

Induction Demonstration Grant

- \$300,000 over 2 years for education and awareness of induction cooktop technology
- Experiential opportunity to engage with customers
- Award to Channing Street Copper

Clean Energy Jobs and Training for Youth Awareness, Community Innovation Grant

- \$300,000 over 2 years aimed at empowering young individuals through education and exposure to employment opportunities and hands-on training in clean energy technologies
- Awarded to Rising Sun Center for Opportunity and AGAPE (Advancing Green Apprenticeship Pathways for Efficiency)

Workforce and Environmental Justice Project Selection Criteria

- At the end of 2023, staff worked with a large stakeholder group made up of over 40 organizations that represent the interests of labor, climate, and environmental justice to develop these criteria, which were approved in Jan-24
- The Criteria identifies important priorities related to: 1) Workforce and Local Workforce Development 2) Innovation 3) Location 4) Environmental Stewardship 5) Benefits Accruing to Equity Priority Communities

WF+EJ Criteria Objective: “Ava evaluates proposed Energy Offtake Agreements by conducting thorough analysis of economic value, viability of projects to meet their stated online dates, project fit into Ava’s Integrated Resource Plan and role of the project in supporting Ava’s 100% clean energy by 2030 goal. Ava is committed to enhancing its workforce and economic priorities by incorporating Energy Workforce and Environmental Justice Project Selection Criteria into the overall evaluation of Energy Offtake Agreements.”



Resilient Home

- ~1200 residential solar + storage customers are compensated for dispatching their battery energy to reduce Ava's peak demand, support grid resilience, and provide emergency backup for customers.
- Program provided 55 megawatt-hours back to the grid during the 2022 heat storm.

Critical Municipal Facilities

- Initially, a portfolio of up to 61 sites across 8 cities
- Solar and storage microgrids, will supplement or fully replace the use of existing diesel generators to back-up power
- Interconnection applications all submitted
- Total initial capacity:
 - Solar - 10.2 MWdc
 - Battery Storage - 20.13MWh

Oakland Clean Energy Initiative

- In 2019, this was a cornerstone effort to replace two jet-fueled peaker plants in Jack London Square with battery technology
- EBCE/Ava successfully negotiated a deal with owners of plant that would improve air quality within this disadvantaged community

Medical Baseline Battery Program + Rebates

- Total budget of \$300,000
- \$150,000 for 50 free portable batteries to Medical Baseline customers in high-risk fire zones
- 150 \$1,000 rebates to Medical Baseline customers
- Successful marketing campaign with use of business reply cards lead to full subscription

Traditional Procurement

- In 2023, Ava contracted for the Kola BESS project outside Tracy, on a site within Alameda County's East County Area Plan (ECAP).1
 - The battery is scheduled to come online in 2025.



Account Services and Time of Use Transition: 2021-2022

BACKGROUND

- Time of Use (TOU) structure intended to incentivize customers to avoid energy use during times when there is the most brown power on the grid.
- Transition from tiered to TOU structure mandated for IOUs, EBCE/Ava opted into effort in support of reducing overall GHG emissions.
- Timing:
 - Alameda County – May 2021
 - Tracy – April 2022
- Bill Protection for 1 year

METRICS

- Alameda County
 - 350,000 eligible customers
 - 72,000 declined (19%)
 - 17,000 received \$205k in bill protection payments (\$12 average)
- Tracy (part of larger population in transition wave)
 - 25% of customers declined
 - 1,400 received \$30k in bill protection payments (\$21 average)

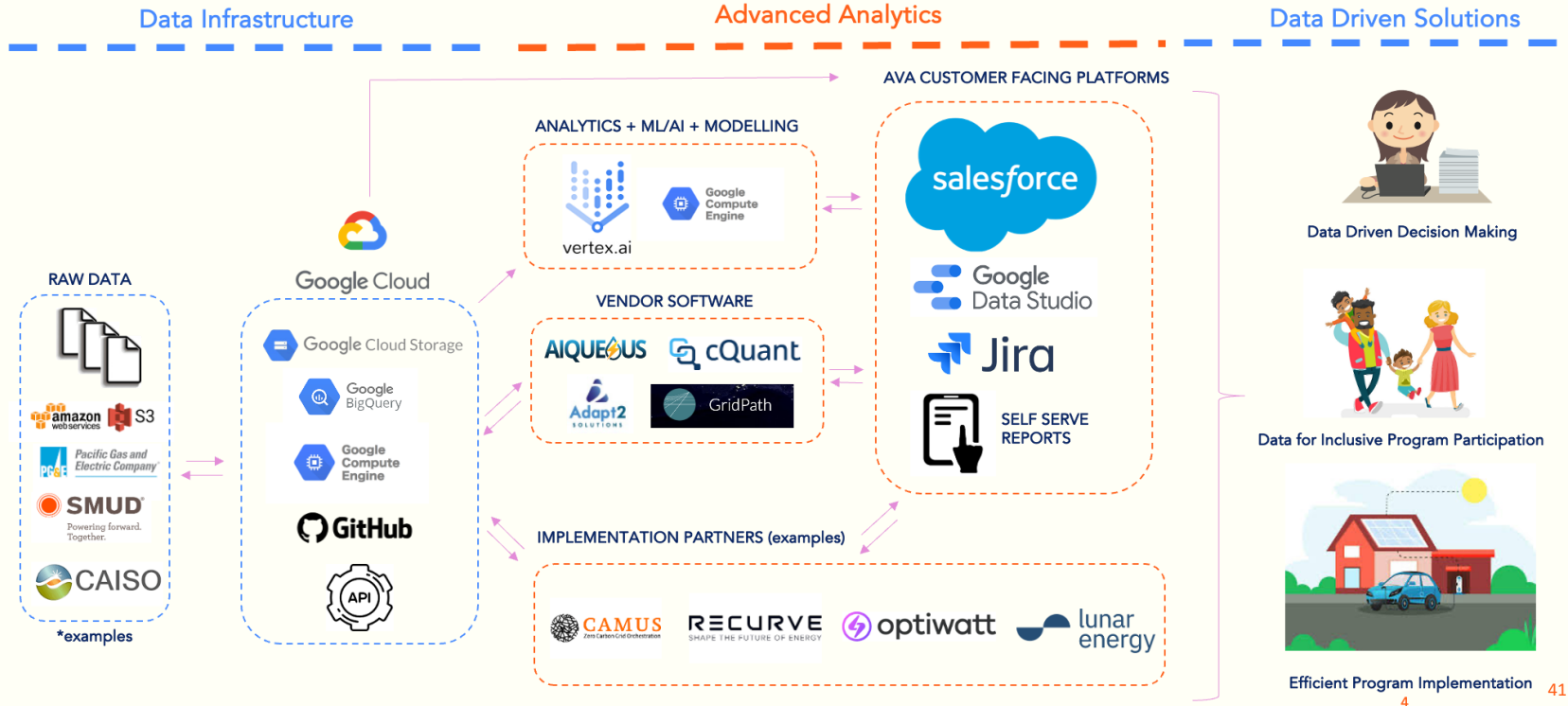


E-TOU-C

Peak hours from 4:00 PM to 9:00 PM every day, the default rate.

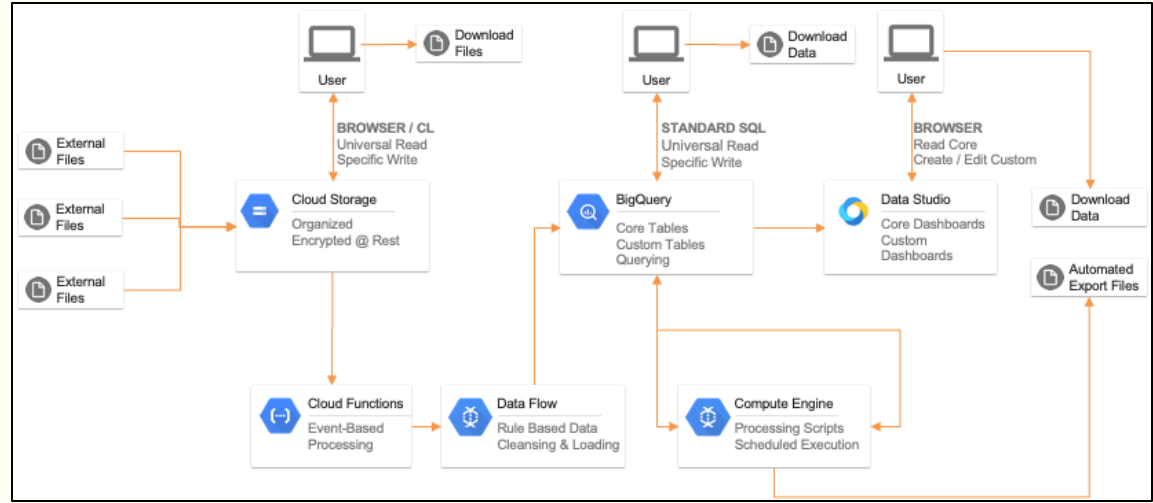
Technology & Analytics

Ava's data and technology stack includes unique data sources and advanced analytics that allow for smart segmentation, efficient data sharing with implementation partners, and intentional and pro-active customer engagement. Centered around the Google Cloud and Salesforce Platforms Ava's inhouse ETL, API, advanced analytics processes (machine learning, AI, modeling), and dashboards enable the organization at large in achieving their objectives.



Overview of Ava Technology and Analytics

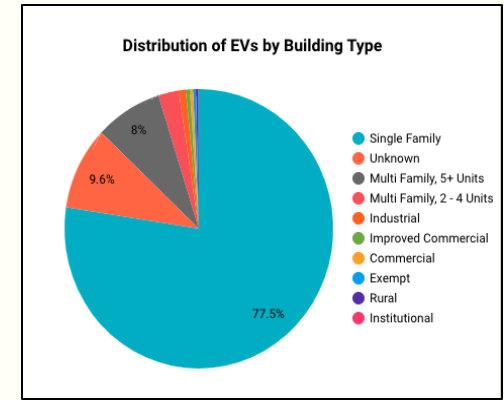
- The Ava Analytics Platform is built on the Google Cloud Platform. It consists of a variety of resources and applications that ingest, store, process, analyze, summarize and export relevant business data. Below is a diagram of the various components of the solution and how they work together.
- The platform allows us to create dashboards of useful information that inform how we implement programs.
- For example, knowing that distribution of EV ownership is weighted heavily towards single-family homes, we chose to site DCFC stations near multi-family housing to address a known barrier to adoption.



Provides an annual summary for EDC that can be filtered by jurisdiction, product, sector, and rate class. Information includes customer counts, usage levels, customer charges, Bright Choice saving and Renewable 100 surcharges. You can click on any of the table rows to further filter the data. Use the "Reset" button at the top of the dashboard to return the report to starting conditions. Use the optional metrics in the sidebar below to access additional metrics to view.

Select Year: 2023 (Y) | 643,477 | 6,514 | 6,937 | 1,233 | 1,332 | Aug 23, 2023, 6:00:00 PM

| Jurisdiction | Product | Sector | Summary Rate | | | | | | | | | | |
|--------------------|----------------------|----------------------|----------------------|---------------------|----------------|-------|-------|---------|---------------|---------------|---------------|---------------|--------------|
| Yr End Count | 642,511 | 6,482,399,744 | 6,511,936,421 | \$912,210,838 | Yr End Count | 1,233 | 1,332 | Revenue | \$912,754,007 | Bright Choice | \$-25,620,705 | Renewable 100 | \$10,537,371 |
| Jurisdiction | Billed kWh | Billed \$ | Bright Credit | Renew Surch. | Yr End Count | | | | | | | | |
| OAKLAND ICD | 1,514,098,683 | \$21,577,301 | \$-6,090,339 | \$98,776 | 191,883 | | | | | | | | |
| FREMONT ICD | 17,268,724 | \$729,204 | \$-4,182,889 | \$28,889 | 86,878 | | | | | | | | |
| FAYETTEVILLE ICD | 648,352,302 | \$8,426,679 | \$-798,702 | \$244,793 | 24,794 | | | | | | | | |
| TRAVIS ICD | 388,908,601 | \$20,826,278 | \$-2,239,876 | \$2,237 | 36,688 | | | | | | | | |
| UNION ALABAMA | 375,968,875 | \$51,351,372 | \$-1,193,213 | \$28,880 | 30,888 | | | | | | | | |
| Grand Total | 4,462,395,744 | \$912,210,838 | \$-25,620,705 | \$10,537,371 | 442,811 | | | | | | | | |
| | | | | | 1:16:76 | | | | | | | | |
| Product | Billed kWh | Billed \$ | Bright Credit | Renew Surch. | Yr End Count | | | | | | | | |
| Bright Choice | 4,424,764,429 | \$912,210,838 | \$-25,620,705 | \$2,237 | 462,888 | | | | | | | | |
| Renewable 100 | 2,048,495,831 | \$30,827,399 | \$0 | \$10,538,841 | 182,574 | | | | | | | | |
| Billed 100 | 6 | \$0 | \$0 | \$0 | 1 | | | | | | | | |
| Grand Total | 6,482,399,744 | \$912,210,838 | \$-25,620,705 | \$10,537,371 | 442,811 | | | | | | | | |
| Sector | Billed kWh | Billed \$ | Bright Credit | Renew Surch. | Yr End Count | | | | | | | | |
| Residential | 2,228,260,243 | \$31,976,790 | \$-1,110,008 | \$2,828,386 | 191,883 | | | | | | | | |
| Commercial | 2,748,234,745 | \$29,746,500 | \$-5,957,175 | \$5,292,779 | 49,878 | | | | | | | | |
| Industrial | 1,083,174,781 | \$14,688,882 | \$-4,143,824 | \$1,414,844 | 5,899 | | | | | | | | |
| Municipal | 148,727,283 | \$2,241,516 | \$414,479 | \$29,122 | 5,875 | | | | | | | | |
| Government | 148,727,283 | \$2,241,516 | \$414,479 | \$29,122 | 5,875 | | | | | | | | |



Overview of Customer Call Center: Service & Quality

- Excellent customer feedback on quality of service
- Consistently high performing call center
 - Speed to answer: 17 seconds
 - Average monthly call volume: 1,165 calls
 - Average length of call: 11:51 minutes
- Local Hire Outreach for Call Center
 - Proven success with key partner, SMUD
 - In 2023 Customer Service Representative recruitment, focused on Ava service territory to receive 41 applications from in-territory residents

Customer Testimonials

I just got off the phone with Gary who did a great job explaining why my PG&E bill had charges coming from PG&E as well as Ava Energy for electricity. Gary... was pleasant, concise and explained complicated billing details in plain language. I so rarely have a productive and pleasant interaction with companies, so I wanted to make sure that I highlighted this as a real positive experience with Gary. Thanks, J & C

He understood exactly what I was asking about and went above and beyond to make sure that I got answers to my questions...super patient and clear when it came to showing me...the website. He said that he would call me back the next day, and he did! The voicemail he left was extremely clear and provided me the answer I needed...Ava Energy is lucky to have a person like Eric on the team. I have high standards, and he definitely exceeded them. Thanks, C

Appendix



Early Actions Outline - Expanded

Demand Response

- Demand Response Pilot
- Enhance existing Demand Response Programs
- Evaluate Demand Response Incentive Structure

Energy Efficiency

- Leverage Data and Customer Relationships
- Support existing Energy Efficiency Programs

Building Electrification

- Develop initial Building Electrification pilot project
- Develop workforce training initiatives
- Evaluate Building Electrification strategies

Transportation Electrification

- Facilitate Regional forum for development of reach codes
- Implement Time of Use rate structure for commercial Electric Vehicle (EV) fleets and residential EV owners
- Medium-Heavy Duty Vehicle Fleet Electrification Project
- Offer incentives for managed charging
- Offer ongoing education and outreach for personal EV market

Collaborative Procurement

- Community Net Energy Metering (NEM)
- Community Shared Solar Pilot
- Enhanced NEM Program
- Municipal Feed-in Tariff
- Utility-Scale Renewables and Energy Storage

Community Investment Fund

- Community Innovation Grant
- Energy Innovation Grant
- Government Innovation Grant

Municipal Participation Detail

| Activity | Albany | Berkeley | Dublin | Emeryville | Fremont | Hayward | Livermore | Newark | Oakland | Piedmont | Pleasanton | San Leandro | Tracy | Union City | Alameda County |
|---|----------------|---------------------------|-------------------|---|---------------------------|---|--------------------|---|---------------------------------|---|----------------|------------------------|---|---|----------------------|
| Induction Cooking Lending Program (ICLP) Location | | x | 1 former location | | | x | | | x | x | | | | | |
| Commercial Kitchens | | \$60k grant | | | | | | | | | | | | | |
| Municipal Electrification loans | | | | | | | | | | \$750,000 | | | | | |
| Federal Earmark Support | | | | | \$1M for CMF | \$1M for CMF | | | | | | | | | |
| Reach Codes | Tech Assist | Tech Assist / \$10k grant | | Tech Assist | Tech Assist / \$10k grant | Tech Assist / \$10k grant | | | Code Adoption / \$10k grant | Code Adoption / \$20k grant | | | | | |
| Building Efficiency Accelerator, Commercial | | x | | | x | | | | 4 sites + AC Transit | | | | | | 7 sites + AC Transit |
| Emergency Load Reduction Program (ELRP) payments | | | | | | | | | | | | \$5k | \$5k | | |
| COVID Grants to jurisdiction directly | \$22k | \$79k | \$50k | | \$193k | \$126.5k | \$79k | \$5k | \$278.5k | \$22k | \$5k | \$79k | | \$50.5k | \$88.5k |
| Local/Community Sponsorships | 5 \$5k | 20 \$40k | 6 \$12k | | 20 \$41k | 4 \$5k | 17 \$36k | 2 \$5k | 50 \$102k | 2 \$3.5k | 7 \$15k | 6 \$11.5k | 4 \$10k | 1 \$2.5k | |
| Co-branded Ava awareness postcard (Summer 2024) | | x | x | | | x | x | | | x | x | x | | | |
| Local Power Projects | | | | | | Prologis Solar (DACGT) | SHWEC, Forum Depot | | OCEI :(, Prologis Solar (DACGT) | | | Prologis Solar (DACGT) | Prologis Solar (DACGT) (2) | | SHWEC, RA project? |
| Community wide opt up to R100 | x | x | x | x | | x | | | | x | x | x | | | |
| Critical Municipal Facilities (CMF) locations | | x | | x | x | x | x | | x | | x | x | | | |
| CALeVIP | 1 L2 | 2 DCFC; 7 L2 | 1 DCFC; 18 L2 | 4 L2 | 2 DCFC; 11 L2 | 2 DCFC; 3 L2 | 4 DCFC; 4 L2 | 1 DCFC; 1 L2 | 3 DCFC; 23 L2 | 0 | 4 DCFC; 3 L2 | 3 DCFC; 3 L2 | N/A | 2 DCFC; 2 L2 | 0 |
| AB1236 Compliance for EV Permitting | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | TA - Compliant | Compliant | TA - Compliant | TA - Compliant |
| Affordable Multifamily Housing EV Charging Technical Assistance | | 15 sites | | | 1 site | | 1 site | 1 site | 17 sites | | | | | | |
| evFleet Consulting support (M/H Duty Fleets) | | x | | | | x | x | | x | | | | | | |
| DCFC locations | | Phase 1c | | | Phase 1c | Phase 1b | Phase 1a + 1b (2) | | Phase 1 + 1a + 1b | Phase 1a | Phase 1b | Phase 1b + 1c | | | |
| Municipal Fleet Electrification Technical Assistance (Light Duty) | x | x | x | x | | x | x | | x | x | x | x | | | x |
| CEC Grant support | | x | | | | x | x | | x | | | | | | x |
| E-Bike Incentive Participating Shops | up to 1 | up to 11 | up to 3 | n/a - no known shops currently selling ebikes | up to 5 | n/a - no known shops currently selling ebikes | up to 3 | n/a - no known shops currently selling ebikes | up to 7 | n/a - no known shops currently selling ebikes | up to 3 | up to 2 | n/a - no known shops currently selling ebikes | n/a - no known shops currently selling ebikes | up to 4 |





Staff Report Item 16

| | |
|-----------------|---|
| To: | Ava Community Energy Authority |
| From: | Howard Chang – Chief Executive Officer |
| Subject: | Ava Board Outgoing Members and Sub-Committee Update |
| Date: | December 18, 2025 |

Summary/Recommendation

Approve 2025 updated committee assignments by motion, effective January 1, 2025.

Details

We would like to express our gratitude to our outgoing board members. We thank you for your service and contributions to Ava Community Energy.

Outgoing Board Members:

Albany – Aaron Tiedemann
Dublin – Sherry Hu
Fremont – Teresa Cox
Oakland – Dan Kalb
Stockton – Dan Wright
Union City – Jaime Patino

2025 Committee Assignments

Executive Committee

Director Andersen
Director Balch
Director Gonzalez
Director Marquez
Director Roche

Financial, Administrative, & Procurement Subcommittee

Director Bedolla
Director Kaur
Director Sakakihara

Marketing, Regulatory, & Legislative Subcommittee

Director Barrientos
Director Diallo
Director Jorgens
Director Tregub

Unassigned:

Albany
Dublin
Fremont
Oakland
Stockton

Financial Impact

N/A

Context and Recommendations

These assignments aim to ensure continuity and effective operation of the Board's subcommittees in the coming year.

Approved as of Nov 20

Exec:

Andersen
Hu
Balch
Marquez
Kalb
Tiedemann

FAP:

Cox
Kaur
Gonzalez
Bedolla

MRL: Next meeting Dec 20

Roche
Barrientos
Jorgens
Tregub
Patino
Wright

Unassigned:

Lathrop - Diallo

Approve Dec 18 to take effect Jan 1

Exec:

Andersen
Gonzalez
Roche
Balch
Marquez

FAP: next meeting Mar 12

Kaur - Flexible
Bedolla

MRL: next meeting Feb 21

Barrientos
Tregub
Jorgens

Unassigned:

Lathrop - Diallo
Union City - Transition to Sakakihara in Jan (FAP)
Stockton - Transition to Fugazi in Jan
Dublin - Re-assignment anticipated in Jan
Albany
Fremont
Oakland

*Note SJ County membership in certification process