



**Board of Directors Meeting**  
**Wednesday, February 19, 2025**  
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:

- Albany Community Center - 1249 Marin Ave, Albany, CA 94706
- 9175 Lark St Elk Grove, CA 95624
- Clipper Club - 5 Captain Dr. Emeryville, CA 94608
- Hayward City Hall - 777 B Street
- 1100 Webster St Oakland Ca 94607
- San Joaquin County Administration Building, 44 N. San Joaquin Street Room 145, 1st floor, Stockton, California 95202
- 1755 Harvest Landing Ln., Tracy, CA 95376

Via Zoom:

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

Or join by phone:

Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 205 6099 or +1 301 715 8592 or 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](mailto: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. Oath of Office**

**2. Welcome & Roll Call**

**3. Pledge of Allegiance**

**4. 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.*

**CONSENT AGENDA**

**5. Approval of Minutes from January 15, 2025**

**6. Contracts Entered Into (Informational Item)**

**7. PC Professional Contract Amendment**

Add a fifth amendment to add \$100,000 to the PC Professional Contract

**8. Amend Agreement with Dakota Press**

Increase the NTE amount in the contract from \$200k to \$400k

**9. Increased budget for Coastal Cloud Consulting**

Amend the CSA with Coastal Cloud, LLC to add \$50,000 to the NTE for a total NTE of \$149,900.

**10. 2nd Amendment to Aramis Confirm**

Approval to negotiate & execute a 2nd Amendment to the Aramis RA Confirm

**11. First Amendment to Cascade Energy Contract**

Approval to negotiate and execute a first amendment to Cascade Energy Contract

**12. Appoint a Treasurer**

Appoint CFO as Treasurer

**13. Omni Government Relations Contract Amendment**

Extend CSA for an additional term of 1 year and add to the NTE

**REGULAR AGENDA**

**14. CEO Report**

**15. CAC Report**

**16. Rate Setting Methodology and Historical Rates Discussion (Informational Item)**

Overview of Ava's rate setting methodology and a historic look-back at electricity ate components

**17. Mid-Year Budget Update (Informational Item)**

Update the Board on mid-year changes to revenues and costs

**18. Critical Municipal Facilities Update (Informational Item)**

Update to Board on risks associated with CMF projects

**19. Sub-committee Assignment (Action Item)**

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

**21. Adjourn**

The next Ava Board of Directors meeting will be held on Wednesday, March 19, 2025 at 6pm.

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, January 15, 2025**  
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:

- Albany Community Center - 1249 Marin Ave, Albany, CA 94706
- ALM First Headquarters, 3800 Maple Avenue, Ste. 600, Dallas, TX 75219
- Clipper Club - 5 Captain Dr. Emeryville, CA 94608
- 35653 Scarborough Dr., Newark CA 94560
- City Hall - 425 N El Dorado St., Stockton CA 95202

Via Zoom:

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

Or join by phone:

Dial(for higher quality, dial a number based on your current location): US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 929 205 6099 or +1 301 715 8592 or 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](mailto: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.

**A. Oath of Office**

**The following Members were sworn in:**

Councilmember John Morada (Dublin)

Councilmember Julie Del Catancio (Newark)

Mayor Christina Fugazi (Stockton)

Councilmember Dotty Nygard (Tracy)

**1. Welcome & Roll Call**

**Present: Members:** Marquez (Alameda County), Lopez (Albany), Tregub (Berkeley), Morada (Dublin), Kaur (Emeryville), Roche (Hayward), Del Catancio (Newark), Andersen (Piedmont), Gonzalez (San Leandro), Fugazi (Stockton), Nygard (Tracy), Sakakihara (Union City), CAC Chair Hernandez (Community Advisory Committee), Chair Balch (Pleasanton)

**Not Present:**, TBD (Fremont), Member Diallo (Lathrop), Barrientos (Livermore), TBD (Oakland), TBD (San Joaquin County),

*Member Nygard joined the meeting at 6:18pm.*

**2. Pledge of Allegiance**

**Member Andersen** led the body in the 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.*

**6:51 – Public Comment – Jessica Tovar** spoke in support of investing in distributed energy resources, such as microgrids and battery storage, to build community resilience against climate-driven grid failures and wildfires, particularly to protect vulnerable populations.

**CONSENT AGENDA**

**4. Approval of Minutes from December 18, 2024**

**5. Contracts Entered Into (Informational Item)**

**6. 2025 Sponsorship of Oakland Roots Sports Club**

Renewal of annual sponsorship

**7. Ava Bike Electric Safety Voucher Adjustment**

Increase in Safety voucher amount for low-income participants

**8. Lunar MSA Contract Amendment**

Amendment to the Lunar Energy MSA

**9. Energy Efficiency Program Funding**

Shifting unused local development funds to Ava's Building Efficiency Accelerator program

## 10. Treasurer's Report

Receive report on Ava's cash position.

**(9:18) Member Gonzalez motioned to approve the Consent Agenda. Member Andersen seconded the motion, which was approved 12/0/0/0/6.**

**(yes/no/abstain/recuse/not present).**

**Yes: Members: Marquez, Lopez, Tregub, Morada, Kaur, Roche, Del Catancio, Andersen, Gonzalez, Fugazi, Sakakihara and Chair Balch**

**No: none**

**Abstain: none**

**Recuse: none**

**Not Present: TBD (Fremont), Member Diallo, TBD (Oakland), TBD (San Joachin County), Member Barrientos and Member Nygard**

## **REGULAR AGENDA**

### 11. (18:00) CEO Report

- **Howard Chang** summarized recent subcommittee meetings covering air district regulations, building efficiency funding, and preparations for service expansion to Stockton and Lathrop.
- He noted that nine out of eighteen members are new, and detailed efforts to onboard them, including orientation sessions, subcommittee assignments, and individual meetings to discuss priorities and logistics.
- Finally, CEO Chang also announced his recent appointment to the board of Veloz, an organization focused on advancing transportation electrification.

**(30:02) Public Comment – Tom Kelly** urged new board members to carefully review the Joint Powers Agreement and called for immediate action to reduce emissions to zero. Mr. Kelly also suggested that CARE/FERA customers in cities with 100% renewable energy should be automatically opted into cleaner energy options.

### 12. (34:26) CAC Report

**CAC Chair Hernandez** reported that the committee revisited the Local Development Business Plan, with a presentation summarizing its accomplishments over the past five years and discussions on potential future opportunities. The CAC's two active ad hoc committees provided updates: the Energy Affordability Committee is reviewing PG&E bills to improve public understanding, while the Local Development Business Plan Committee is exploring new stakeholder engagement and evaluating what additional initiatives may now be feasible. Lastly, while there is interest in forming a Resilience Hub ad hoc committee, its launch is delayed until the Emerald Cities Collaborative completes community meetings to gather insights on the concept.

### 13. (38:05) Chair and Vice-Chair Elections (Action Item)

**Member Gonzalez nominated Chair Balch for Chair, and for Member Andersen for Vice-Chair. Member Marquez seconded the motion. Chair Balch and Member Andersen accepted the nomination, which was approved 13/0/0/0/4.**

**(yes/no/abstain/recuse/not present):**

**Yes: Members: Marquez, Lopez, Tregub, Morada, Kaur, Roche, Del Catancio, Andersen, Gonzalez, Fugazi, Nygard, Sakakihara and Chair Balch**

**No: none**

**Abstain: none**

**Recuse: none**

**Not Present: Members: TBD (Fremont), Diallo, TBD (Oakland), TBD (San Joachin County) and Barrientos**

### 14. (42:47) Board Member and Staff Announcements including requests to place items on future Board of Directors Meeting Agendas

- **Chair Balch** announced that subcommittee appointments will be addressed at the February 19th meeting and reminded members to express their interest in advance.
- **Member Tregub** requested that the legislative update include discussion on potential implications of the Governor's recent executive order on energy affordability, particularly its impact on renewable energy and efficiency programs and any effects on Community Choice Aggregators..
- **Member Marquez** asked for an update on resiliency hubs and microgrids.
- **Howard Chang** made the following announcements:
  - He will reach out to new board members regarding subcommittee interest.
  - Ava's meeting location will change in April as the lease at the current space expires in March, with 1999 Harrison Street as the likely new venue.
  - Board members are invited to attend the 2025 CalCCA Annual Conference from April 28-30 in Irvine, CA..
- **Member Roche** suggested that board members and staff define acronyms more frequently to assist new members in learning Ava's terminology.

### 15. Adjourn at 6:55pm.

The next Ava Board of Directors meeting will be held on Wednesday, February 19, 2025 at 6pm.

The Lake Merritt Room  
Cal State East Bay - the Oakland Center  
In the Transpacific Centre

1000 Broadway, Suite 109  
Oakland, CA 94607





### Consent Item 6

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Howard Chang, Chief Executive Officer
<b>Subject:</b>	<b>Contracts Entered Into</b>
<b>Date:</b>	February 19, 2025

---

#### **RECOMMENDATION**

Accept the CEO's report on contracts that Ava Community Energy has entered into, as required by the Administrative Procurement Policy, from January 9, 2025, through February 12, 2025;

C-2025-004 Sacramento Municipal Utility District (SMUD) Amendment 38 to Exhibit A, Task Order 2, updates the Annual NEM webform for a total fee of \$17,675.

C-2025-005 Sacramento Municipal Utility District (SMUD) Amendment 37 to Exhibit A, Task Order 2, updates nonstandard rate and SA IDs for "OU" nonstandard rate for a total fee of \$10,000.

C-2025-006 Sacramento Municipal Utility District (SMUD) Amendment 36 to Exhibit A, Task Order 2, updates Scope of Work for Task Order 2 relating to taxes for SBP bills for a total fee of \$9,100.

C-2025-007 Igoe & Company Incorporated HSA Services Agreement, provides administrative services, including services related to one or more Health Savings Accounts (HSA) effective January 17, 2025, with a minimum monthly fee of \$75 and a participant account per month fee of \$1.50.

C-2025-008 San Francisco Elevator Wireless Phone Service Addendum, provides one wireless phone connection to the elevator of 251 8th Street, Oakland, CA 94612, with a service fee of \$40 per month.

C-2025-009 California Interfaith Power & Light Community Investment Development and Operation of Electric Vehicle (EV) Charging Stations Grant Agreement, (Oakland, CA) supports the installation and operation of electrical vehicle infrastructure at local community sites with a grant of up to \$300,000 over three years, 2025-2027.

C-2025-010 NV5 Inc First Amendment to CSA, adds additional compensation increasing the NTE to by \$2,000,000 (total compensation \$2,2250,000) for the additional services related to Ava's Resilience Hub Initiative, extending the termination date to December 31, 2027, and adding an acknowledgement requirement for the PG&E CCA NDA.

C-2025-011 NV5 Inc Second Amendment to CSA, updates the rates of compensation for years 2026 and 2027.

C-2025-012 Pacific Gas & Electric Agreement for Community Choice Aggregators Participating in the Hourly Flex Pricing Pilots for the purposes of outlining the HFP Pilot program, providing participating commercial or industrial customers with real time pricing generation rate component, shadow billing and potentially a HFP credit (if earned).

C-2025-013 LHi Group, Inc (Piper Maddox) Statement of Work (Payrolling Assignment), confirms Service Consultant assignment, with a pay rate of \$250 per hour/day worked, a bill rate of \$307.50 per hour/day worked, a start date of February 10, 2025, an end date of April 11, 2025, and where the assignment will not exceed \$30,000.

C-2025-014 Central Coast Community Energy (3CE), Marin Community Energy (MCE), Orange County Power Authority, Pioneer Community Energy, San Diego Clean Power, Silicon Valley Clean Energy, and Sonoma Clean Power, Cost Sharing Agreement for S&P market intelligence services, with Ava as the "Responsible Party". Ava will contract with S&P and will pay the associated costs, with reimbursement provided by each CCA, the cost for each CCA is not to exceed \$36,000.

C-2025-015 Maher Accountancy Fourth Amendment to CSA extends the term through December 31, 2025 and adds \$325,500 to the compensation for 2025.

C-2025-016 Abbott, Stringham and Lynch Consulting Services Agreement (Campbell) for data audit services through June 30, 2025, with compensation not to exceed \$18,500.

C-2025-017 Green the Church Community Investment Development and Operation of Electric Vehicle (EV) Charging Stations Grant Agreement, supports the installation and

operation of electrical vehicle infrastructure at local community sites with a grant of up to \$300,000 over three years, 2025-2027.

C-2025-018 JobTarget Service Order Job posting services to CA State job bank and diversity job sites, includes a package of 35 posting credits to be used within 12 months, at a cost of \$7,200.

C-2025-019 CrossCurrents, LLC Consulting Services Agreement (Stockton) provides local public relations services to Ava specific to Stockton & Lathrop, with compensation not to exceed \$18,000 through June 30, 2025.

C-2025-020 EV Realty Change Order No. 1 adds to the original scope interim security services expected from 11/15/24 - 11/18/24, Ava will be charged the actual cost plus 20%.



### Consent Item 7

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Sean Alexander, IT Project Manager
<b>Subject:</b>	<b>Approving a Resolution of the Board of Directors of the Ava Community Energy Authority Authorizing the CEO to Execute a Fifth Amendment to the Consulting Services Agreement With PC Professional, Inc.</b>
<b>Date:</b>	February 19, 2025

---

#### **Summary/Recommendation**

Adopt a Resolution authorizing the CEO to negotiate and execute an Amendment to the Consulting Services Agreement (“CSA”) with PC Professionals to increase the compensation by \$100,000 for the current Fiscal Year of 2024/2025.

#### **Financial Impact**

Increasing the not to exceed (“NTE”) for Fiscal Year 2024/2025 by \$100,000 for a total NTE of \$520,000 for the CSA.

#### **Analysis and Context (with deadlines as applicable)**

Ava currently has an active CSA with PC Professional, an IT services provider responsible for managing IT functions and user support both remotely and in the Ava office. An Amendment for Fiscal Year 2024/2025 added \$100,000 in compensation; however, due to increased IT needs, we have already surpassed this amount by \$24,000.

To ensure uninterrupted IT support for the organization, we are requesting an Amendment to the existing CSA to add an additional \$100,000 for Fiscal Year 2024/2025, bringing the total NTE amount for Fiscal Year 2024/2025 to \$200,000 and a total NTE of \$520,000 for the CSA.

This request aligns with Ava's operational priorities, given the critical role IT services play in supporting our employees and maintaining organizational productivity.

### **Background and Selection Process**

PC Professional was selected after the solicitation of three verbal quotes, and they have been a trusted partner, consistently meeting our IT needs and ensuring high-quality service.

### **Scope and Timeline:**

The Amendment would cover the remainder of the Fiscal Year (FY 24/25), allowing PC Professional to continue providing:

- Helpdesk support for Ava employees.
- Maintenance and troubleshooting of office IT infrastructure.
- Proactive management of hardware, software, and cybersecurity requirements

### **Deadline**

Approval is required by February 19, 2025 to avoid any service interruptions.

### **Attachments**

- A. Resolution
- B. Draft CSA Amendment

**RESOLUTION NO. R-2025-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS**

**OF THE AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE  
CEO TO EXECUTE A FIFTH AMENDMENT TO THE CONSULTING  
SERVICES AGREEMENT WITH PC PROFESSIONAL, INC.**

**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** Ava would like to increase the not to exceed (“NTE”) compensation to PC Professional, Inc. (“PC Pro”) for their continued information technology (“IT”) services, including managing IT functions and user support both remotely and in the Ava office;

**WHEREAS** Ava executed a Consulting Services Agreement (“CSA”) with PC Pro on July 1, 2020, to provide IT support services and hardware and software procurement to Ava with compensation not to exceed \$30,000. On June 30, 2021, Ava entered a First Amendment to the CSA for the purposes of adding \$90,000 to the NTE, updating the scope of work, and extending the term to June 30, 2022. On June 30, 2022, Ava entered a Second Amendment to the CSA for the purposes of adding \$100,000 to the NTE and extending the term to June 30, 2023. On June 30, 2023, Ava entered a Third Amendment to the CSA for the purposes of adding \$100,000 to the NTE and extending the term to June 30, 2024. On June 30, 2024, Ava entered into a Fourth Amendment to the CSA for the purposes of adding \$100,000 to the NTE and extending the term to June 30, 2025;

**WHEREAS** As of January 2025, Ava has surpassed the \$100,000 added NTE for Fiscal Year (“FY”) 2024/2025 by \$24,000;

**WHEREAS** Adding compensation to the NTE is necessary to ensure continued support from PC Pro; and

**WHEREAS** Ava desires to amend the CSA to add \$100,000 to the NTE for FY 2024/2025.

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

Section 1. The Board hereby authorizes the Chief Executive Officer to negotiate and execute a Fifth Amendment to the CSA, subject to the approval of General Counsel, with PC Pro for additional compensation up to the amount of \$100,000 for a total compensation amount not to exceed \$520,000.

ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

---

Jack Balch, Chair

ATTEST:

---

Adrian Bankhead, Clerk of the Board

**Fifth Amendment to Consulting Services Agreement by and Between Ava Community Energy Authority and PC Professional, Inc.**

This Fifth Amendment to the Agreement with PC Professional, Inc. for Consulting Services (“Fifth Amendment”) is made this [day] day of February 2025, by and between the Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“Ava”) and PC Professional, Inc. (“PC Pro”), for the purposes of adding additional compensation, adding additional services to the scope, extending the termination date, and updating the hourly rates of compensation.

**Recitals**

- A. Ava and PC Pro entered into that certain Consulting Services Agreement dated July 1, 2020 (“Agreement”), wherein PC Pro agreed to provide information technology (IT) support services and hardware and software procurement to Ava, with compensation not to exceed \$30,000.
- B. Ava and PC Pro entered into that certain First Amendment to the Agreement dated June 30 2021 (“First Amendment”) for the purposes of adding \$90,000 in additional compensation, updating the scope of work, and extending the term to June 30, 2022.
- C. Ava and PC Pro entered into that certain Second Amendment to the Agreement dated June 30, 2022 (“Second Amendment”) for the purposes of adding \$100,000 in additional compensation and extending the term to June 30, 2023.
- D. Ava and PC Pro entered into that certain Third Amendment to the Agreement dated June 30, 2023 (“Third Amendment”) for the purposes of adding \$100,000 in additional compensation and extending the term to June 30, 2024.
- E. Ava and PC Pro entered into that certain Fourth Amendment to the Agreement dated July 1, 2024 (“Fourth Amendment”) for the purpose of adding \$100,000 in additional compensation, extending the term to June 30, 2025, and update reference to Ava.
- F. Ava and PC Pro now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$100,000 for the term of July 1, 2024 to June 30, 2025.

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

1. Section 6.1 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$100,000 for a total amount not to exceed Two Hundred Thousand Dollars (\$20,000).
2. Section 14.7 of the Agreement (“Notices”) is amended in part to include [Legal@avaenergy.org](mailto:Legal@avaenergy.org) as a required additional recipient for Ava.



3. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
4. All other terms and conditions in the Agreement not otherwise modified by this Fifth 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

PC Professional Inc.  
A California Corporation

\_\_\_\_\_  
Howard Chang  
Chief Executive Officer

\_\_\_\_\_  
Joe Santorsiero  
Vice-President

Date: \_\_\_\_\_

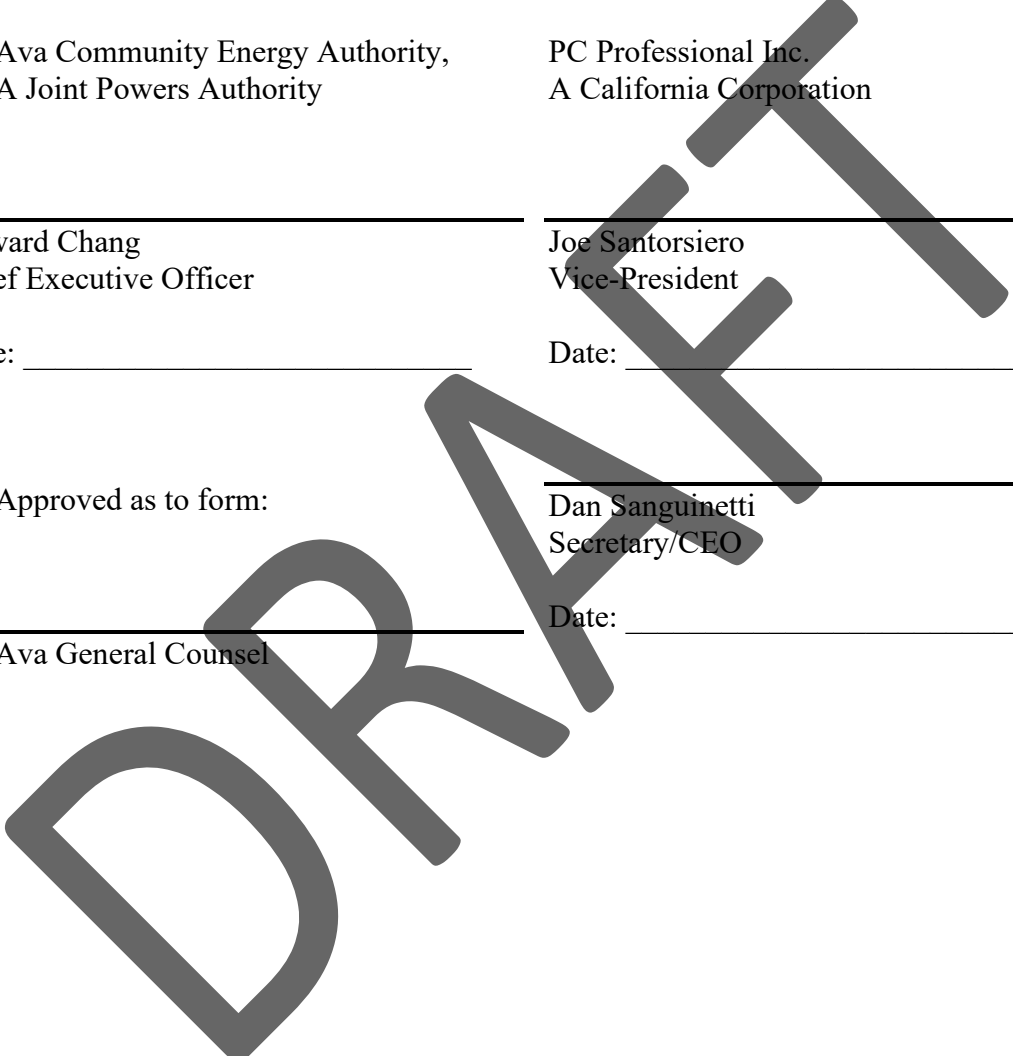
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Dan Sanguinetti  
Secretary/CEO

\_\_\_\_\_  
Ava General Counsel

Date: \_\_\_\_\_



**Exhibit E**

**Compensation/Budget**

Ava shall compensate Consultant for services provided under this Agreement as follows:

Services performed under this Agreement will be billed at a rate of \$135 per hour.

Total compensation to be paid to the Consultant under this Agreement shall not exceed \$520,000;

- \$200,000 for the fiscal year from July 1, 2024 to June 30, 2025,
- \$100,000 for the fiscal year from July 1, 2023 to June 30, 2024,
- \$100,000 for the fiscal year from July 1, 2022 to June 30, 2023,
- \$90,000 for the fiscal year from July 1, 2021 to June 30, 2022,
- \$30,000 for the fiscal year July 1, 2020 to June 30, 2021.

This not to exceed amount does not apply to the cost of hardware or software procured by the Consultant, which shall be purchased and invoiced separately from the fees for hourly services provided under this Agreement.

DRAFT



### Consent Item 8

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Dan Lieberman, Director of Marketing
<b>Subject:</b>	<i>Approving a resolution to execute a contract to increase the Not To Exceed amount to \$400,000 with Dakota Press</i>
<b>Date:</b>	February 19, 2025

---

#### **Summary/Recommendation**

This memo proposes increasing the not-to-exceed amount in the Agreement with Dakota Press to \$400,000 this fiscal year, Fiscal Year 2024/2025 ("FY 24/25"), since it is a critical supplier of printing services, and our forecast printing needs are beyond what can be covered in the existing Agreement.

#### **Financial Impact**

There is sufficient room in the FY 24/25 printing budget for this increase in the Agreement, so there is no fiscal impact.

#### **Analysis and Context (with deadlines as applicable)**

Through a competitive solicitation in 2023, Ava staff selected San Leandro-based commercial printer Dakota Press, as our primary provider of printing services. Dakota Press is a union shop that offers quality work at reasonable rates.

Last Spring, staff estimated that we would need \$200,000 in printing services from Dakota Press this Fiscal Year, FY 24/25. However, as of February 3, 2025, we have spent \$134,184

with Dakota Press for FY 24/25, and we have several large printing projects still left in the schedule for this Fiscal Year that we would like them to produce.

**Attachments**

- A. Resolution

**RESOLUTION NO. R-2025-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS**

**OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO INCREASE THE NOT-TO-EXCEED AMOUNT IN A CONTRACT WITH DAKOTA PRESS FROM \$200,000 TO \$400,000 THIS FISCAL YEAR**

**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** Ava Community Energy has extensive commercial printing needs, including dissemination of two required annual mailers to all customers (Power Content Label and Joint Rate Mailer), as well as enrollment notices (two for new accounts and at least four notices per customer for mass-enrollments, such as Stockton and Lathrop), miscellaneous courtesy notices, such as information about Ava customer bill credits, and promotional mailers about Ava programs; and

**WHEREAS** Through a competitive solicitation in 2023, Ava staff selected San Leandro-based commercial printer Dakota Press, as our primary provider of printing services. Dakota Press is a union shop, offering quality work at reasonable rates. They have produced excellent quality printed materials and provided outstanding service, during our initial contract term and renewal period; and

**WHEREAS** Last Spring, staff estimated that we would need \$200,000 in printing services from Dakota Press this current Fiscal Year 2024/2025 (“FY 24/25”). However, as of February 3, 2025, we have spent \$134,184 with Dakota Press for FY 24/25, and we have several large printing projects still left in the schedule for FY 24/25 that we would like them to produce.

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

Section 1. Authorize the CEO to increase the not-to-exceed amount in the Agreement with Dakota Press from \$200,000 to \$400,000 this current Fiscal Year, FY 24/25.

ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

---

Jack Balch, Chair

ATTEST:

---

Adrian Bankhead, Clerk of the Board



### Consent Item 9

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Jenelle Feole, Salesforce Lead
<b>Subject:</b>	<i>Approving a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Execute an Amendment to the Consulting Services Agreement with Coastal Cloud, LLC</i>
<b>Date:</b>	February 19, 2025

---

#### **Summary/Recommendation**

This Staff Report proposes increasing the not-to-exceed amount in the Consulting Services Agreement with Coastal Cloud LLC by \$50,000 for a total Not To Exceed (“NTE”) amount of \$149,900, to provide additional Salesforce Developer consulting services to support local development and regulatory compliance management projects.

#### **Financial Impact**

The additional \$50,000 being added to the Consulting Services Agreement will increase the total NTE to \$149,900.

#### **Analysis and Context (with deadlines as applicable)**

As a result of staff capacity limitations, Ava Community Energy has delayed the enhancement of the Regularly Compliance Management (“RMC”) software application, motivating Ava to outsource software consulting work to Coastal Cloud LLC.

Coastal Cloud, LLC provides the Salesforce developers necessary to maintain the RCM software application and to assist feedback requests. The additional \$50,000 will allow Coastal Cloud, LLC to continue with this scope of work for the duration of the Consulting Services Agreement.

**Attachments**

- A. Resolution
- B. Consulting Services Agreement Amendment template



**RESOLUTION NO. R-2025-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO  
EXECUTE AN AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH COASTAL CLOUD, LLC**

**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** Ava desires to increase the not to exceed (“NTE”) compensation to Coastal Cloud, LLC, to provide additional Salesforce Developer services to support local development and regulatory compliance management projects;

**WHEREAS** Ava executed a Consulting Services Agreement (“CSA”) with Coastal Cloud, LLC on December 1, 2024, to provide services related to the design, development, and deployment of various Salesforce applications to Ava, with compensation not to exceed \$99,900;

**WHEREAS** The CSA is projected to be insufficiently funded to meet the new requirements for the Salesforce team; and

**WHEREAS** Ava desires to amend the CSA to add \$50,000 to the NTE for a total NTE of \$149,900.

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

Section 1. The Board hereby authorizes the Chief Executive Officer to negotiate and execute an Amendment to the CSA, subject to the approval of General Counsel, with Coastal Cloud LLC for additional compensation up to the amount of \$50,000 for a

total compensation amount not to exceed \$149,900.

ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

---

Jack Balch, Chair

ATTEST:

---

Adrian Bankhead, Clerk of the Board

**First Amendment to Consulting Services Agreement by and Between Ava Community Energy Authority and [Vendor]**

This [Number] Amendment to the Agreement with [Vendor] for Consulting Services (“[Number] Amendment”) is made this [day] day of [month], [202X], by and between the Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“Ava”) and [Legal Name of Vendor] (“[Vendor]”), for the purposes of adding additional compensation, adding additional services to the scope, extending the termination date, and updating the hourly rates of compensation.

**Recitals**

- A. Ava and [Vendor] entered into that certain Consulting Services Agreement dated [date] (“Agreement”), wherein [Vendor] agreed to provide [service] to Ava, with compensation not to exceed \$[amount].
- B. Ava and [Vendor] entered into that certain [Number] Amendment to the Consulting Services Agreement on [date] to add additional compensation, increasing the not-to-exceed amount by \$[amount] for a total amount not to exceed \$[amount], to update the scope of services, to extend the term, and to update the hourly rates of compensation.
- C. Ava and [Vendor] entered into that certain [Number] Amendment to the Consulting Services Agreement on [date] to add additional compensation, increasing the not-to-exceed amount by \$[amount] for a total amount not to exceed \$[amount], to update the scope of services, to extend the term, and to update the hourly rates of compensation.
- D. Ava and [Vendor] now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$[amount], to add additional services to the scope of services [to include additional services], to extend the term, and to update the hourly rates of compensation.

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

- 1. Section [#] of the Agreement (“Term”) is amended to extend the term of the Agreement through [new date].
- 2. Section [#] of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$[amount] for a total amount not to exceed [new amount spelled out] (\$[new amount]).
- 3. Section [#] of the Agreement (“Notices”) is amended in part to include [Legal@avaenergy.org](mailto:Legal@avaenergy.org) as a required additional recipient for Ava.

4. Exhibit A (“Scope of Work”) of the Agreement is replaced in its entirety by Exhibit A, attached hereto.
5. Exhibit B (“Schedule”) of the Agreement is replaced in its entirety by Exhibit B, attached hereto.
6. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
7. All other terms and conditions in the Agreement not otherwise modified by this [Number] 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

[Vendor],  
A [Legal form of entity]

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
[Name]  
[Title]

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form:

[Name]  
[Title]

Date:

\_\_\_\_\_  
Ava General Counsel

\_\_\_\_\_

**Exhibit A**  
**Scope of Work**

[Insert text here]

DRAFT

**Exhibit B**

**Schedule**

[Insert text here]

DRAFT

**Exhibit E**

**Compensation/Budget**

[Insert text here]

**DRAFT**



### Consent Item 10

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Joanie Brooke – Manager, Power Resources
<b>Subject:</b>	Adopt a Resolution of the Board of Directors of Ava Community Energy Authorizing the Chief Executive Officer to Negotiate and Execute a Second Amendment to the Resource Adequacy Confirmation Letter with IP Aramis II, LLC
<b>Date:</b>	February 19, 2025

---

#### **Recommendation**

Adopt a Resolution of the Board of Directors (“Board”) of Ava Community Energy (“Ava”) Authorizing the Chief Executive Officer (“CEO”) to Negotiate and Execute a Second Amendment to the Resource Adequacy Confirmation Letter with IP Aramis II, LLC (“Seller”).

#### **Background**

Ava executed a Resource Adequacy Confirmation Letter with the Seller on November 20, 2020, in accordance with the Master Power Purchase and Sale Agreement between Seller and Ava and dated November 20, 2020. The First Amendment to the Confirmation Letter with Seller was executed on September 3, 2021 (collectively the “Confirm”).

The Confirm is for up to 25 Mega-watts (“MW”) of Firm Resource Adequacy (“RA”) from a 100 MW Solar and Storage Development (“Project”), located in North Livermore, California. The Project was submitted to Ava’s 2018 California Renewable Energy RFP and approved by the Board for execution on November 18, 2020.

The developer for the Project is Intersect Power, the delivery term is 10 years, and the expected Delivery Period was to start on April 1, 2024. The First Amendment provided the Seller with the



option to extend the Delivery Start Date up to December 31, 2025. and included a contract price reduction for a later Delivery Start Date.

The Project encountered permitting delays due to local opposition to the development of a solar plant in designated open space. The dispute played out in the courts where the opposition's claims were ultimately rejected, allowing the Seller to proceed with development and permitting activities. The final permit required to start construction was obtained in August 2024.

In October 2024, the Seller approached Ava to initiate a Second Amendment to the Confirm to memorialize a Delivery Start Date that aligns with the revised Project schedule and allows the Project to be built for Ava customers.

The Project is located in Ava's service territory and is valuable for Ava customers, providing local Resource Adequacy with competitive terms and pricing. Ava plans to use the Project to meet a portion of the 2027 Mid-Term Reliability procurement obligations. The Project is expected to begin construction in 2025 and will create approximately 400 local construction jobs. The Seller signed a Project Labor Agreement ("PLA") with 5 local construction crafts and has a goal of hiring 100% of its labor from Alameda County. When built, the Project will be one of the largest renewable energy projects in Alameda County.

### **Attachments**

- A. Resolution of the Board of Directors of Ava Community Energy Authorizing the Chief Executive Officer to Negotiate and Execute a Second Amendment to the Resource Adequacy Confirmation Letter with IP Aramis II, LLC

**RESOLUTION NO. R-2025-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS**

**OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE A SECOND AMENDMENT TO THE RESOURCE ADEQUACY CONFIRMATION LETTER WITH IP ARAMIS II, LLC**

**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** Ava executed a Resource Adequacy Confirmation Letter with IP Aramis II, LLC (“Seller”) on November 20, 2020, in accordance with the Master Power Purchase and Sale Agreement between Ava and the Seller and dated November 20, 2020. The First Amendment to the Confirmation Letter with Seller was executed on September 3, 2021 (collectively the “Confirm”); and

**WHEREAS** The Confirm is for up to 25 Mega-watts (“MW”) of Firm Resource Adequacy from a 100 MW Solar and Storage Project (“Project”) in North Livermore, California, with an expected delivery start date of December 1, 2025; and

**WHEREAS** Ava has negotiated with the Seller to adjust the expected Delivery Start Date to April 1, 2027.

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

Section 1. The Chief Executive Officer, in consultation with staff and legal counsel, is hereby authorized to negotiate and execute a Second Amendment to the Resource Adequacy Confirmation Letter with IP Aramis II, LLC to effectuate the revisions described above.

ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Jack Balch, Chair

ATTEST:

\_\_\_\_\_  
Adrian Bankhead, Clerk of the Board



**Consent Item 11**

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Allison Lopez, Energy Efficiency Associate
<b>Subject:</b>	<i>Approving a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the Chief Executive Officer to Negotiate and Execute of a First Amendment to Cascade Energy Consulting Services Agreement</i>
<b>Date:</b>	February 19, 2025

**Summary/Recommendation**

This Staff Report proposes adjusting Cascade Energy’s Consulting Services Agreement budget via an Amendment to align with the CPUC’s revised funding allocation. The Amendment will also update the scope of work to ensure continued program delivery and customer support within the new budget constraints.

**Financial Impact**

We are reducing Cascade Energy’s budget from \$11,569,528 to \$5,992,682.80. This revised budget reflects the adjusted CPUC allocation and includes the additional \$1 million reallocated from unused Local Development funds, as approved by the Board in January 2025.

**Analysis and Context**

In September 2022, the California Public Utilities Commission (CPUC) approved Resolution E-5215 allowing Ava to administer a Commercial Energy Efficiency Program for \$13,463,049 for three years, beginning May of 2023 through May of 2026.<sup>1</sup> With these funds, Ava launched a program called the Building Efficiency Accelerator program (hereafter referred to as the “Accelerator” program) in May 2023, with the support of our program implementer, Cascade Energy. The program is set to end in May 2026.

The Accelerator program is designed to save Ava's largest commercial and industrial customers energy through low-to-no cost energy efficiency measures and provides generous incentives based on energy savings. Customers that enroll in the program benefit from services such as: 1) site assessment to identify energy savings opportunities, 2) 12-24 months of one-on-one support from an energy coach, and 3) costs savings from lower energy bills and incentives for saving energy. To date, 30 customers have enrolled in the program. The types of customers include hospital, biotech, food production, municipal sites, etc.

In December 2024, the CPUC issued Draft Resolution E-5366, identifying an error in the budget calculations for Ava and several other CCAs. Per the Resolution, Ava's corrected budget should be \$5,568,488 instead of the \$13,463,049 that was previously approved. In response, Ava presented this Draft Resolution to the Board in January 2025 and requested allocating \$1 million in unused Local Development funds to help maintain program resources for active participants, which the Board approved.

In January 2025, the CPUC approved Resolution E-5366, finalizing Ava's corrected program budget at \$5,568,488. This budget also supports other program expenses, including Ava's contract with Frontier for regulatory reporting, totaling \$575,805. After accounting for the non-Cascade expenses, the remaining CPUC-allocated funds for Cascade total \$4,992,682.80. With the additional \$1 million in approved Ava funds, the revised not-to-exceed (NTE) is \$5,992,682.80. Therefore, staff recommend amending Cascade's contract to align with the adjusted budget and updating the scope of work to ensure the most effective use of available funds.

### **Committee Recommendation**

- The CPUC Draft Resolution and the \$1 million shift of unused local development funds were presented to the Executive and Community Advisory Committee in January and received their support.

### **Attachments**

- A. Resolution Authorizing CEO to Negotiate and Execute a First Amendment to the Consulting Services Agreement with Cascade Energy
- B. Ava Contract Amendment Template

**RESOLUTION NO. R-2025-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS**

**OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER to NEGOTIATE AND EXECUTE A FIRST AMENDMENT TO CASCADE ENERGY CONSULTING SERVICES AGREEMENT**

**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** in September 2022, Ava was approved through Resolution E-5215 for a \$13.4 million ratepayer funded Commercial Energy Efficiency Program administered under the auspices of the California Public Utilities Commission (CPUC);

**WHEREAS** in March of 2023, Ava’s Board of Director’s authorized the CEO to negotiate and execute a Consulting Services Agreement with Cascade Energy for the implementation of the Commercial Energy Efficiency Program, with compensation not to exceed \$11,569,528;

**WHEREAS** a Consulting Services Agreement with Cascade Energy was executed for those services and that amount;

**WHEREAS** In May of 2023, Ava launched its Commercial Energy Efficiency Program called the Building Efficiency Accelerator in partnership with Cascade Energy;

**WHEREAS** Ava has enrolled 30 large commercial and industrial customers in the program, totaling 15 GWh of potential energy savings;

**WHEREAS** In August 2024, Ava learned of an error in the funding determination calculation for elect-to-administer (ETA) CCAs, with Ava being over allocated approximately \$8 million;

**WHEREAS** the CPUC issued Draft Resolution E-5366 proposing a corrected budget for Ava of \$5,568,488 and the Resolution was approved in January 2025;

**WHEREAS** in January 2025, the Ava’s Board approved reallocating \$1 million in unused Local Development funds to the Building Efficiency Accelerator program, bringing the total budget to \$6,568,488;

**WHEREAS** Ava prioritizes the efficient and effective use of the remaining CPUC funds and seeks to amend Cascade Energy’s contract to align with the revised budget.

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

Section 1. The Board authorizes the CEO, in consultation with staff and legal counsel, to negotiate and execute a First Amendment to Cascade Energy’s Consulting Services Agreement to reduce the not to exceed budget to \$5,992,682.80 and to adjust the scope of work to accommodate the new budget.

ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

---

Jack Balch, Chair

ATTEST:

---

Adrian Bankhead, Clerk of the Board

**First Amendment to Consulting Services Agreement by and Between Ava Community Energy Authority and [Vendor]**

This [Number] Amendment to the Agreement with [Vendor] for Consulting Services (“[Number] Amendment”) is made this [day] day of [month], [202X], by and between the Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“Ava”) and [Legal Name of Vendor] (“[Vendor]”), for the purposes of adding additional compensation, adding additional services to the scope, extending the termination date, and updating the hourly rates of compensation.

**Recitals**

- A. Ava and [Vendor] entered into that certain Consulting Services Agreement dated [date] (“Agreement”), wherein [Vendor] agreed to provide [service] to Ava, with compensation not to exceed \$[amount].
- B. Ava and [Vendor] entered into that certain [Number] Amendment to the Consulting Services Agreement on [date] to add additional compensation, increasing the not-to-exceed amount by \$[amount] for a total amount not to exceed \$[amount], to update the scope of services, to extend the term, and to update the hourly rates of compensation.
- C. Ava and [Vendor] entered into that certain [Number] Amendment to the Consulting Services Agreement on [date] to add additional compensation, increasing the not-to-exceed amount by \$[amount] for a total amount not to exceed \$[amount], to update the scope of services, to extend the term, and to update the hourly rates of compensation.
- D. Ava and [Vendor] now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$[amount], to add additional services to the scope of services [to include additional services], to extend the term, and to update the hourly rates of compensation.
- E. 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 [#] of the Agreement (“Term”) is amended to extend the term of the Agreement through [new date].



3. Section [#] of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$[amount] for a total amount not to exceed [new amount spelled out] (\$[new amount]).
4. Section [#] of the Agreement (“Notices”) is amended in part to include [Legal@avaenergy.org](mailto:Legal@avaenergy.org) as a required additional recipient for Ava.
5. Exhibit A (“Scope of Work”) of the Agreement is replaced in its entirety by Exhibit A, attached hereto.
6. Exhibit B (“Schedule”) of the Agreement is replaced in its entirety by Exhibit B, attached hereto.
7. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.
8. All other terms and conditions in the Agreement not otherwise modified by this [Number] 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

[Vendor],  
A [Legal form of entity]

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
[Name]  
[Title]

Date:  
\_\_\_\_\_  
—

Date:  
\_\_\_\_\_  
—

Approved as to form:

[Name]  
[Title]

\_\_\_\_\_  
Ava General Counsel

Date:  
\_\_\_\_\_  
—



**Exhibit A**  
**Scope of Work**

[Insert text here]

**Exhibit B**

**Schedule**

[Insert text here]

**Exhibit E**

**Compensation/Budget**

[Insert text here]



## Consent Item 12

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Howard Chang, Chief Executive Office
<b>Subject:</b>	Appointing Ava's Chief Financial Officer as Ava's Treasurer
<b>Date:</b>	February 19, 2025

---

### **Summary/Recommendation**

This memo proposes appointing Ava Community Energy Authority's Chief Financial Officer as the Treasurer of the agency to succeed our previous Treasurer who has transitioned to the role of Chief Executive Officer.

### **Financial Impact**

N/A

### **Analysis and Context (with deadlines as applicable)**

Responsibilities and Duties of Treasurer

Government Code section 6505.5 identifies the duties of an agency treasurer:

- Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.
- Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.
- Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.
- Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.

Government Code section 6505.6 provides that Ava may, in lieu of designating the County's treasurer, to carry out the duties required by section 6505.5, appoint one of its own officers to serve as its treasurer.

**Attachments**

- A. Resolution Appointing Chief Financial Officer as Treasurer

**RESOLUTION NO. R-2025-xx**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF AVA COMMUNITY ENERGY AUTHORITY APPOINTING AVA'S CHIEF**  
**FINANCIAL OFFICER AS AVA'S TREASURER**

**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**, it is in the interest of Ava Community Energy Authority ("Ava") to designate an Ava employee to assume the responsibilities and duties of treasurer in accordance with Government Code Section 6505.5; and

**WHEREAS**, pursuant to Government Code Section 6505.6, Ava may appoint one of its officers or employees to either or both of the positions of Treasurer or of Auditor-Controller, and such person or persons shall comply with the duties and responsibilities of the office or officers as set forth in subdivisions (a) to (d), inclusive, of Government Code Section 6505.5; and

**WHEREAS**, Russel Mills, who currently serves as the Chief Financial Officer of Ava, is qualified to serve as treasurer and can perform the required functions and duties of treasurer.

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

Section 1. As authorized by Government Code 6505.6, the Board of Directors hereby appoints the Chief Financial Officer, Russel Mills, as Treasurer of the Ava.

Section 2. This resolution shall become effective immediately upon its passage and adoption.



ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

---

Jack Balch, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board



### Consent Item 13

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Todd Edmister Sr. Director of Public Policy and Deputy General Counsel
<b>Subject:</b>	Approving a Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Execute an Amendment to the Consulting Services Agreement with Omni Government Relations, LLC
<b>Date:</b>	February 19, 2025

---

#### **Summary/Recommendation**

Adopt a Resolution authorizing Ava Community Energy's (Ava's) Chief Executive Officer to negotiate and execute an amendment to the Consulting Services Agreement (CSA) with Omni Government Relations, LLC (Omni) to provide state legislative advocacy and advisory services to Ava through December 31, 2024, with a not-to-exceed amount of \$120,000.

This Staff Report proposes extending the CSA with Omni for another calendar year because Omni is critical to our representation before state government in Sacramento, and our current CSA expired at the end of the last calendar year.

#### **Financial Impact**

The amendment continues Omni's services through calendar year 2025 on the same financial terms as the expired contract. The amendment would result in a not-to-exceed amount of \$120,000 in calendar year 2025, with a total not to exceed amount of \$235,000 for the Agreement.

## **Analysis and Context**

Ava staff met separately with three highly recommended government relations firms in October 2023 to solicit quotes and discuss the firms' background, qualifications, experience, abilities, and proposed approach: 1) Weideman Group, 2) Strategies 360, and 3) Omni. Staff evaluated the strengths and weaknesses of each proposal along with the proposed quote. Staff selected Omni as the best option and sought approval from Ava's Board for a one-year contract for state legislative services, which was approved at the February 2024 meeting. Omni rose to the top of the selection pool based on the quality of its personnel, demonstrated competence and successes, existing partnerships and relationships, strategic and tactical insights and capabilities, proposed price, and ability to tailor its strategy and approach to the needs, mission, and goals of Ava. These services replaced those previously provided to Ava by Weideman Group between 2018 to 2023.

Omni is a full-service government affairs firm with years of proven experience shaping some of the state's most pressing public policy issues. Omni was founded by one of Sacramento's leading lobbyists, Mandy Lee, who brings her experience from the Capitol, private sector, and nonprofit background to bear for the benefit of her clients. Mandy Lee is a distinguished government and government affairs professional, and she brings over 15 years of government relations, campaign, political strategy, and public service experience to her clients. She serves as a trusted advisor to national and state trade associations, prominent Fortune 10 companies, and large public agencies. Dan Chia of Omni would also represent Ava. Most recently, Dan was the Founder/Principal of Chia Strategies, a clean energy and transportation boutique consulting and lobbying firm. Dan created his own practice after a ten-year government affairs career at Tesla and SolarCity. Dan advocated for Ava's legislative causes in 2022 through our previous government relations firm, and his work was well regarded. Omni also has a strong familiarity with Community Choice Aggregators and Ava. In addition, Omni represents the Clean Power Alliance, where they came highly recommended. Omni has strong relationships with elected officials, especially the Bay Area delegation.

Omni's understanding of Ava's mission and values, its successful experience advocating in the clean energy space, and its strategic insights gave Ava staff strong support in Ava's state legislative advocacy and advisory services in 2024. Consequently, staff recommend amending the contract to extend it for another calendar year on the same terms.

## **Attachments**

- A. Resolution
- B. Draft Amendment

**RESOLUTION NO. R-2025-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO EXECUTE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH OMNI GOVERNMENT RELATIONS, LLC**

**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** Ava would be benefited by continued assistance from Omni Government Relations, LCC (Omni) for legislative advocacy and advisory services, both to represent Ava’s views on bills in the new legislative cycle as well as to provide legislative advocacy and advice around any bills that Ava may choose to sponsor. Omni would facilitate meetings in Sacramento, in district and remotely, and support Ava in developing relationships with legislators and their staff, as well as with administration officials and other key strategic partners.

**WHEREAS** in 2023, Ava staff solicited quotes from three advocacy firms, and Omni was selected due to the quality of its personnel, demonstrated competence and successes, existing partnerships and relationships, strategic and tactical insights and capabilities, proposed price, and its ability to tailor its strategy and approach to the needs, mission, and goals of Ava.

**WHEREAS** In 2024, Ava contracted with Omni for these services with a not-to-exceed for the contract of \$115,000.

**WHEREAS** The contract with Omni expired on December 31, 2024, and Ava requires continued legislative advocacy and advisory services during 2025, and as Omni has provided excellent services, Ava wishes to continue working with them through 2025.

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

Section 1. Ava’s Board of Directors hereby authorizes Ava’s Chief Executive Officer in consultation with staff and legal counsel, to negotiate and execute an Amendment to the Consulting Services Agreement with Omni to provide state legislative advocacy and advisory services to Ava through December 31, 2025, and to increase the compensation \$120,000 for 2025, with a total not to exceed amount of \$235,000.

ADOPTED AND APPROVED this 19<sup>th</sup> day of February, 2025.

---

Jack Balch, Chair

ATTEST:

---

Adrian Bankhead, Clerk of the Board

**First Amendment to Consulting Services Agreement by and Between Ava Community Energy Authority and Omni Government Relations, LLC**

This First Amendment to the Agreement with Omni Government Relations, LLC for Consulting Services (“First Amendment”) is made this 1st day of January 2025, by and between the Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“Ava”) and Omni Government Relations, LLC, a California Limited Liability Company (“Omni”), for the purposes extending the termination date, adding additional compensation and updating Ava’s contact information.

**Recitals**

- A. Ava and Omni entered into that certain Consulting Services Agreement dated January 15, 2024 (“Agreement”), wherein Omni agreed to provide state legislative advocacy services to Ava, with compensation not to exceed \$115,000.
- B. Ava and Omni now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by \$120,000, to extend the term, and to update the contact information for Ava.

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

- 1. Section 2 of the Agreement (“Term”) is amended to extend the term of the Agreement from January 1, 2025, through December 31, 2025.
- 2. Section 6 of the Agreement (“Compensation and Payment”) is amended in part to increase the total compensation of the Agreement by \$120,000 for a total amount not to exceed two hundred thirty-five thousand dollars (\$235,000).
- 3. Section 14.7 of the Agreement (“Notices”) is amended in part to read as follows for Ava:

Attn: Todd Edmister  
Ava Community Energy  
1999 Harrison Street, Suite 2300  
Oakland, CA 94612  
Email: [tedmister@avaenergy.org](mailto:tedmister@avaenergy.org)  
Phone: 510.650.7579  
With a copy to [Legal@avaenergy.org](mailto:Legal@avaenergy.org)

- 4. Exhibit E (“Compensation/Budget”) of the Agreement is replaced in its entirety by Exhibit E, attached hereto.

- 5. 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

Omni Government Relations, LLC  
A California Limited Liability Company

\_\_\_\_\_  
Howard Chang  
Chief Executive Officer

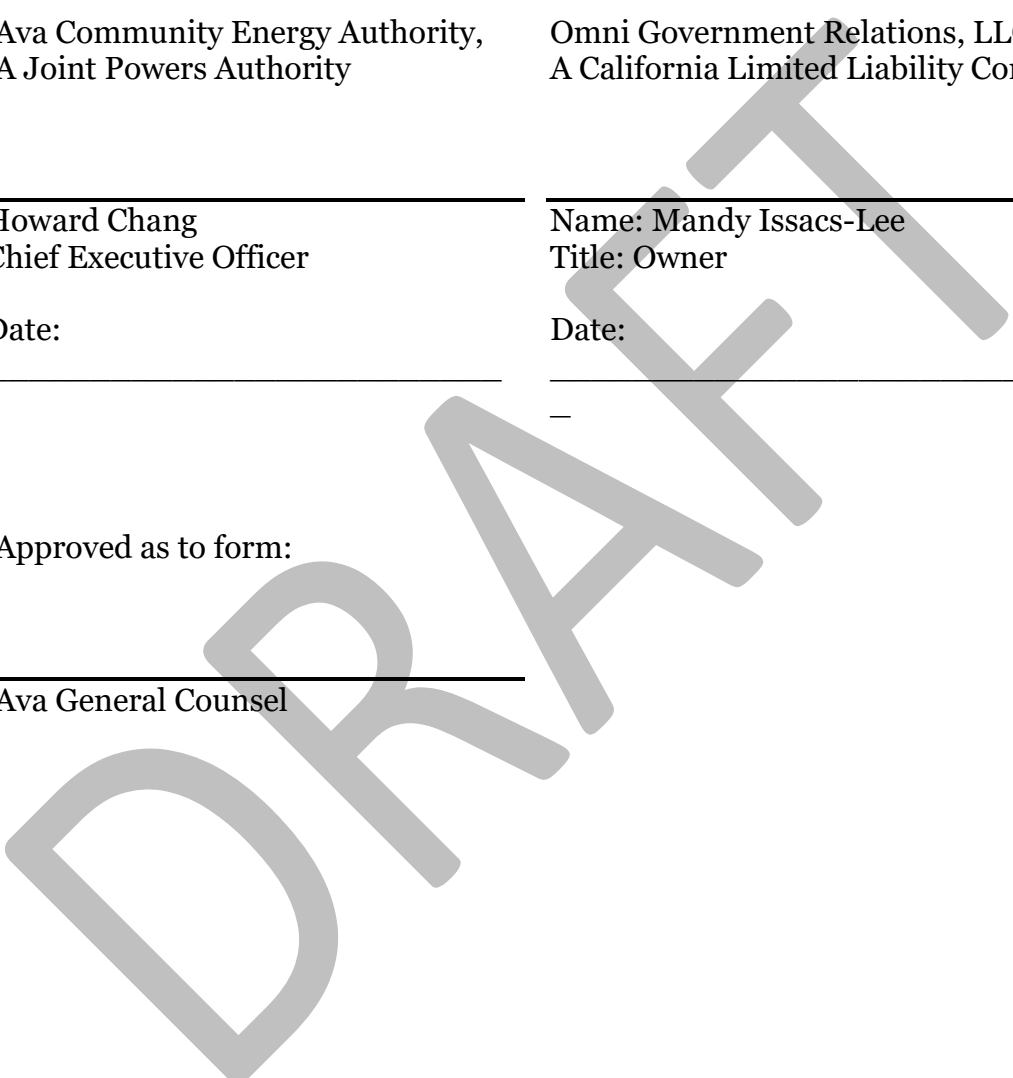
\_\_\_\_\_  
Name: Mandy Issacs-Lee  
Title: Owner

Date:

Date:

Approved as to form:

\_\_\_\_\_  
Ava General Counsel



DRAFT



**Exhibit E**

**Compensation/Budget**

Compensation under this Agreement will be a fixed rate of \$10,000 per month.

The maximum compensation under this Agreement is \$235,000, of which \$120,000 will be for the calendar year of 2025, and \$115,000 will be for calendar year 2024.

DRAFT



## CEO Report Item 14

**TO:** Ava Community Energy Board of Directors  
**FROM:** Howard Chang, Chief Executive Officer  
**SUBJECT:** CEO Report (Informational Item)  
**DATE:** February 19, 2025

---

### **Recommendation**

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

### **Executive Committee Meeting**

An Executive Committee Meeting was held on Wednesday, February 5, 2025. Members received a Mid-Year Budget Update and an overview of the fire at Moss Landing. The next meeting will be held on Wednesday, March 5, 2025 at 3pm.

### **Moss Landing Battery Fire Summary**

The Moss Landing Battery Facility in Monterey county caught fire in mid January. The lithium battery project at 750MW is one of the largest in the US. Phase 1 of the facility at 300MW experienced the fire. There were no deaths reported that were associated with the fire, but the circumstances and health impacts are still being investigated.

It's important to note that the battery utilized Lithium Nickel Manganese Cobalt Oxide (NMB), which is considered more prone to thermal runaway and the Phase 1 buildout was constructed prior to the NFPA 855 fire safety standards that were released in 2020 and updated in 2023. These standards along with the International Fire Code, which are well adopted by counties in CA speak to containerized designs, spacing, safety testing, and emergency response protocols. The Moss landing facility's combination of non-standard design, less stable (NMB) battery chemistry, and emergency response protocols allowed fire to propagate. The design was a large legacy building that housed rows and rows of battery racks.

Today in CA there are over 13,000MW of battery storage and over 94% of utility battery storage facilities in California came online after NFPA standards were established. Additionally, there have been advancements in battery chemistries and today Lithium Iron Phosphate (LFB) is the most common and considered to be stable. Ava has contracted over 1GW of battery storage across 19 projects (7 operational, 12 under development). All projects are designed with outdoor stationary containers, permitted after NFPA 855 was released and 16 sites use LFB. The 3 sites that are NMB are being reviewed for safety. More detailed information can be found in [this presentation](#)

## **New Employees**

### **Cheri Tse – Clean Energy Services Analyst II**

Cheri joined Ava's Local Development team on January 23, 2025 as the Clean Energy Services Analyst II. She will support the launch and operation of Ava's DCFC network, using data analysis to inform Ava's project siting, design, and pricing strategies. Cheri will also support the implementation of grant funds awarded to Ava for these projects, as well as booking and claiming Low Carbon Fuel Standard (LCFS) credits.

Cheri has over three years of experience in the electric vehicle charging space, working in marketing and client success to help scale EV charging projects. Prior to that, she held business development roles at Powerhouse and Trellis (formerly GreenBiz). She holds a B.A. in Environmental Studies from Pitzer College and an M.S. in Environmental Management from the University of San Francisco. In addition, Cheri holds a Geographic Information Systems (GIS) Certificate.

### **Russell Mills – Senior Vice President and Chief Financial Officer**

Russell (Rusty) has more than 25 years of energy and public finance industry experience. He comes to us from SMUD where he served as Treasurer and Director of Risk Management for the past seven years, overseeing the Cash, Investment and Debt Management processes, and the Commodity Risk Management and Insurance Programs.

Prior to that he was the CFO for SCPPA, a JPA formed in southern California to enable member cities to procure and finance affordable power resources for their customers. He also served as the CFO for the Power Supply Program within California's Dept. of Water Resources for 9 years. This large program was set up by the State in response to the Energy Crisis that ensued in 2001, to purchase power and finance projects on behalf of the three IOUs, due to their diminished creditworthiness.

His career focus has been on building and maintaining financial strength for public serving organizations. To help provide affordable and reliable power to end-use customers, while protecting the ability to provide those services by developing the necessary risk oversight for success.

### **Soft Opening of the First Ava Charge Location**

On January 24, 2025 Ava opened the first location of its DCFC network, Ava Charge, at the City Center West Garage located at 1250 Martin Luther King, Jr. Way in downtown Oakland. The site hosts 31 fast charging plugs that are publicly available 24/7 on the first three floors of the garage. With customer marketing and a ribbon cutting event to be scheduled in late spring or early summer, this "soft opening" intentionally builds in a window to gather customer feedback and implement key adjustments prior to actively marketing the site. More information is available on the Ava website, as well as on PlugShare.

## Stockton & Lathrop Outreach Begins in Advance of April Enrollment



Ava will begin providing electricity generation service to 112,000 customers in Stockton and 8,000 Lathrop in 2025. The majority of these customers will start service in April and see Ava on their PG&E bill starting in May 2025.

Ava's marketing, education, and outreach campaign in Stockton and Lathrop started on Monday, February 3. Ava is following notification requirements from the CPUC, sending letters, emails, and brochures to customers 60 days and 30 days in advance of their April enrollment with Ava. Customers will also receive email and postcard notifications 30 and 60 days following their enrollment. Ava is emailing and mailing the first communication throughout the month of February, sending nearly 100,000 mailers to future customers in Stockton and Lathrop. Sample notifications and public outreach pieces are attached to this memo.

Solar customers, that is Net Energy Metering and Solar Billing Plan customers, will begin service with Ava closely aligned with their NEM true-up month and will receive their notices accordingly. Customers with true-ups in January through April will enroll in April; those that true-up in May and June will enroll in June, with solar enrollments occurring every other month through December 2025.

Both communities have selected Ava's Bright Choice service, with 5% savings compared to PG&E's generation rates, as the default service plan for their constituents. Customers are able to choose Renewable 100, or to opt-out of Ava's service and remain with, or return to, PG&E's service.

Staff will report on customer interactions, such as phone calls and emails to our customer service team, and actions, such as opt-up to Renewable 100 and opt-out to PG&E, starting in March.



*Photo left to right: Lathrop Mayor Paul Akinjo, Stockton Vice Mayor Jason Lee, Stockton Mayor Christina Fugazi, Tracy City Councilmember Dotty Nygard, Ava CEO Howard Chang, Lathrop City Councilmember Minnie Diallo, Stockton City Councilmember Mario Enríquez, Tracy Mayor Dan Arriola, Stockton Interim City Manager Steve Colangelo, CEO of Greater Stockton Chamber of Commerce Timm Quinn, Senior Program Manager at Rising Sun Center for Opportunity Sofia Canela Torres*

On Tuesday, February 11, Ava's Howard Chang, alongside a group of important stakeholders and officials, held a press conference on the steps of Stockton City Hall to raise awareness of the upcoming start of service in Stockton and Lathrop. Speakers at the event highlighted the many benefits that residents and businesses can look forward to with Ava service, including lower rates, cleaner power, and access to incentives and programs that can help them save money and reduce carbon emissions.

# Clean energy, lower rates.

Coming to Stockton and Lathrop  
in April 2025. Learn more at  
[AvaEnergy.org/welcome](https://AvaEnergy.org/welcome)



Clean energy,  
lower rates.

Coming soon to Stockton and Lathrop.  
Learn more at [AvaEnergy.org/welcome](http://AvaEnergy.org/welcome)



  
**Ava**  
Community Energy

40634D

OUTFRONT

**TO NAILS**  
932-0935





Customer Name  
Customer Address  
Date

Dear Lathrop Business,

You have a new choice in electricity providers. Ava Community Energy (Ava) is a local public agency formed in 2018 that serves communities in Alameda and San Joaquin Counties. Starting in April 2025, our service will expand to Lathrop.

#### As an Ava customer, your benefits include:

- **Bill savings:** Ava offers a discount on the electric generation portion of your bill, compared to Pacific Gas & Electric Co. (PG&E). Ava has already saved our customers over \$120 million.
- **More renewable energy:** Ava has signed contracts for 1,032 megawatts (MW) of new wind, solar, and geothermal power, and 441 MW of battery storage at long-term low rates.
- **Innovative energy programs:** Ava customers benefit from programs and incentives focused on electric vehicles, home energy upgrades, and community resilience.
- **Community involvement:** Ava policies are determined by Board members from the cities it serves, including Lathrop City Councilmember Minnie Diallo.

#### How It Works

**You will be automatically switched to Ava's Bright Choice service in April 2025.** You'll get a single monthly PG&E bill that includes both Ava's charge for electricity generation and PG&E's charge for their delivery services. Ava's generation charge replaces PG&E's generation charge. You will see a generation credit on your bill, as well as an additional Bright Choice discount.

Bright Choice is priced 5% below PG&E rates and contains over 50% renewable energy content. For more information on your options, visit [AvaEnergy.org/lathrop](https://AvaEnergy.org/lathrop).

In accordance with California law, Ava is an "opt-out" program. **That means if you don't want to become an Ava customer, and want to remain with PG&E, you must take action to opt out of becoming an Ava Community Energy customer.** You can opt out at any time by visiting [AvaEnergy.org](https://AvaEnergy.org) or calling 833-699-3223.

#### NOTE:

**Ava is required to send four enrollment notices to you. This is the first notice. Subsequent notices will be sent by email to customers who have an email address on file with PG&E.**



Estimado/a comerciante de Lathrop:

Nos complace informarle que ahora cuenta con una nueva opción para su suministro eléctrico. Ava Community Energy (Ava) es una agencia pública local creada en 2018, que brinda servicios a las comunidades de los condados de Alameda y San Joaquín. A partir de abril de 2025, Ava comenzará a brindar servicio en Lathrop.

### Como cliente de Ava, podrá disfrutar de los siguientes beneficios:

- **Ahorro en su factura:** Ava ofrece descuentos en la parte de generación eléctrica de su factura, en comparación con Pacific Gas & Electric Co. (PG&E). Nuestros clientes ya han ahorrado más de 120 millones de dólares.
- **Energía renovable:** Contamos con acuerdos para generar 1,032 megavatios (MW) de energía eólica, solar y geotérmica, además de 441 MW de capacidad de almacenamiento en baterías, garantizando precios accesibles a largo plazo.
- **Programas innovadores de energía:** Nuestros clientes tienen acceso a incentivos y soluciones enfocadas en vehículos eléctricos, mejoras de eficiencia energética en edificios y proyectos para fortalecer a las comunidades.
- **Participación local:** Las decisiones de Ava son tomadas por una junta directiva con representantes de las ciudades que operamos, incluyendo a la concejal de la ciudad de Lathrop, Minnie Diallo.

### ¿Cómo funciona?

**En abril de 2025, su servicio eléctrico cambiará automáticamente al plan Bright Choice de Ava.** Seguirá recibiendo una factura única de PG&E, que incluirá tanto los costos de generación eléctrica de Ava como los cargos de distribución de PG&E. El cargo por la generación eléctrica de Ava sustituirá el que actualmente aplica PG&E. Además, verá reflejado un crédito por la generación eléctrica y un descuento adicional gracias al plan Bright Choice.

#### IMPORTANTE:

Ava enviará cuatro avisos sobre su inscripción. Este es el primero. Los siguientes se enviarán por correo electrónico a quienes tengan registrada una dirección con PG&E.

Bright Choice ofrece tarifas un 5% más económicas que las de PG&E y utiliza más del 50% de energía proveniente de fuentes renovables. Para más información sobre sus opciones, visite [AvaEnergy.org/es/lathrop](https://AvaEnergy.org/es/lathrop).

De acuerdo con las leyes de California, Ava funciona bajo un sistema de "inclusión automática". **Esto quiere decir que, si prefiere continuar con PG&E y no cambiar al servicio de Ava, deberá solicitar su exclusión.** Puede hacerlo en cualquier momento ingresando a [AvaEnergy.org/es](https://AvaEnergy.org/es) o llamando al 833-699-3223.

## Abbreviated Terms and Conditions of Service

**Enrollment and service options:** Ava Community Energy (Ava) is the default electric provider serving Alameda County (except the City of Alameda) and the cities of Tracy, Stockton, and Lathrop.

**Rates and fees:** Our electric generation rates are managed to provide greener electricity to our community at competitive rates. Any future rate changes will be adopted at duly noticed public meetings of the Ava Board. As an Ava customer, PG&E charges you a monthly Power Charge Indifference Adjustment

(PCIA) and Franchise Fee Surcharge. Ava has accounted for these additional fees and charges in its rate-setting process.

**Billing:** As an Ava customer, you continue to receive a single monthly bill from PG&E that includes all electricity-related charges, including Ava's electric generation charges. PG&E continues to charge for gas services, transmission, distribution, public goods programs, and other non-generation charges at the same rates it charges customers who do not receive Ava service.

**Opt out:** You may opt out of Ava electric generation service at any time by calling 833.699.3223 or by completing the opt-out form at [AvaEnergy.org/optout](https://AvaEnergy.org/optout).

**Customer confidentiality:** Ava is committed to protecting customer privacy. Our policy on customer confidentiality can be found at [AvaEnergy.org/confidentiality](https://AvaEnergy.org/confidentiality) or by calling 833.699.3223.

**Visit [AvaEnergy.org/terms](https://AvaEnergy.org/terms) for full details of the Ava Terms and Conditions.** Para conocer los términos y condiciones completos, visite [AvaEnergy.org/es/terms](https://AvaEnergy.org/es/terms).



Customer Name  
Customer Address  
Date

Dear Lathrop Resident,

You have a new choice in electricity providers. Ava Community Energy (Ava) is a local public agency formed in 2018 that serves communities in Alameda and San Joaquin Counties. Starting in April 2025, our service will expand to Lathrop.

#### As an Ava customer, your benefits include:

- **Bill savings:** Ava offers a discount on the electric generation portion of your bill, compared to Pacific Gas & Electric Co. (PG&E). Ava has already saved our customers over \$120 million.
- **More renewable energy:** Ava has signed 23 contracts for new utility-scale wind, solar, geothermal, and battery storage facilities at low, long-term rates.
- **Innovative energy programs:** Ava customers benefit from programs and incentives focused on electric vehicles, home energy upgrades, and community resilience.
- **Community involvement:** Ava policies are determined by Board members from the cities it serves, including Lathrop City Councilmember Minnie Diallo.

#### How It Works

**You will be automatically switched to Ava's Bright Choice service in April 2025.** You'll get a single monthly PG&E bill that includes both Ava's charge for electricity generation and PG&E's charge for their delivery services. Ava's generation charge replaces PG&E's generation charge. You will see a generation credit on your bill, as well as an additional Bright Choice discount that saves the average household about \$5/month.

Bright Choice is priced 5% below PG&E rates and contains over 50% renewable energy content. For more information on your options, visit [AvaEnergy.org/lathrop](https://AvaEnergy.org/lathrop).

In accordance with California law, Ava is an "opt-out" program. **That means if you don't want to become an Ava customer, and want to remain with PG&E, you must take action to opt out of becoming an Ava Community Energy customer.** You can opt out at any time by visiting [AvaEnergy.org](https://AvaEnergy.org) or calling 833-699-3223.

#### IMPORTANT NOTES:

- **Customers participating in CARE, FERA, and/or Medical Baseline Allowance programs continue to receive these same discounts while on Ava service.**
- **Ava is required to send four enrollment notices to you. This is the first notice. Subsequent notices will be sent by email to customers who have an email address on file with PG&E.**

Estimado/a residente de Lathrop:

Nos complace informarle que ahora cuenta con una nueva opción para su suministro eléctrico. Ava Community Energy (Ava) es una agencia pública local creada en 2018, que brinda servicios a las comunidades de los condados de Alameda y San Joaquín. A partir de abril de 2025, estaremos ampliando nuestro servicio a Lathrop.

### Como cliente de Ava, podrá disfrutar de los siguientes beneficios:

- **Ahorro en su factura:** Ava ofrece descuentos en la parte de generación eléctrica de su factura, en comparación con Pacific Gas & Electric Co. (PG&E). Nuestros clientes ya han ahorrado más de 120 millones de dólares.
- **Más energía renovable:** Hemos firmado acuerdos para desarrollar 23 proyectos de energía eólica, solar, geotérmica y sistemas de almacenamiento, asegurando precios competitivos a largo plazo.
- **Programas innovadores:** Nuestros clientes pueden acceder a incentivos y programas enfocados en vehículos eléctricos, mejoras energéticas para el hogar y proyectos que benefician a la comunidad.
- **Compromiso comunitario:** Las decisiones de Ava las toma una junta directiva integrada por representantes de las ciudades a las que operamos, incluyendo a la concejal de la ciudad de Lathrop, Minnie Diallo.

### ¿Cómo funciona?

**En abril de 2025, su servicio eléctrico cambiará automáticamente al plan Bright Choice de Ava.**

Seguirá recibiendo una sola factura de PG&E que incluirá el costo de la generación eléctrica de Ava y los servicios de distribución de PG&E. El cargo por generación de Ava reemplazará al de PG&E. En su factura verá un crédito por la generación y un descuento adicional de Bright Choice, lo que permitirá a un hogar promedio ahorrar alrededor de \$5 al mes.

#### INFORMACIÓN IMPORTANTE:

- Si forma parte de los programas CARE, FERA o Medical Baseline Allowance, seguirá recibiendo los mismos descuentos al cambiarse al servicio de Ava.
- Por ley, Ava debe enviarle cuatro avisos sobre su inscripción. Este es el primero. Los próximos serán enviados por correo electrónico si tiene una dirección registrada con PG&E.

Bright Choice tiene un costo 5% menor que las tarifas de PG&E y más del 50% de su energía proviene de fuentes renovables. Para conocer más detalles sobre sus opciones, visite [AvaEnergy.org/es/lathrop](https://AvaEnergy.org/es/lathrop).

De acuerdo con las leyes de California, Ava utiliza un sistema de "inclusión automática". **Esto significa que, si prefiere quedarse con PG&E y no ser cliente de Ava, deberá solicitar la exclusión.** Puede hacerlo en cualquier momento ingresando a [AvaEnergy.org/es](https://AvaEnergy.org/es) o llamando al 833-699-3223.

## Abbreviated Terms and Conditions of Service

**Enrollment and service options:** Ava Community Energy (Ava) is the default electric provider serving Alameda County (except the City of Alameda) and the cities of Tracy, Stockton, and Lathrop.

**Rates and fees:** Our electric generation rates are managed to provide greener electricity to our community at competitive rates. Any future rate changes will be adopted at duly noticed public meetings of the Ava Board. As an Ava customer, PG&E charges you a monthly Power Charge Indifference Adjustment

(PCIA) and Franchise Fee Surcharge. Ava has accounted for these additional fees and charges in its rate-setting process.

**Billing:** As an Ava customer, you continue to receive a single monthly bill from PG&E that includes all electricity-related charges, including Ava's electric generation charges. PG&E continues to charge for gas services, transmission, distribution, public goods programs, and other non-generation charges at the same rates it charges customers who do not receive Ava service.

**Opt out:** You may opt out of Ava electric generation service at any time by calling 833.699.3223 or by completing the opt-out form at [AvaEnergy.org/optout](https://AvaEnergy.org/optout).

**Customer confidentiality:** Ava is committed to protecting customer privacy. Our policy on customer confidentiality can be found at [AvaEnergy.org/confidentiality](https://AvaEnergy.org/confidentiality) or by calling 833.699.3223.

**Visit [AvaEnergy.org/terms](https://AvaEnergy.org/terms) for full details of the Ava Terms and Conditions.** Para conocer los términos y condiciones completos, visite [AvaEnergy.org/es/terms](https://AvaEnergy.org/es/terms).



Customer Name  
Customer Address  
Date

Dear Stockton Business,

You have a new choice in electricity providers. Ava Community Energy (Ava) is a local public agency formed in 2018 that serves communities in Alameda and San Joaquin Counties. Starting in April 2025, our service will expand to Stockton.

#### As an Ava customer, your benefits include:

- **Bill savings:** Ava offers a discount on the electric generation portion of your bill, compared to Pacific Gas & Electric Co. (PG&E). Ava has already saved our customers over \$120 million.
- **More renewable energy:** Ava has signed contracts for 1,032 megawatts (MW) of new wind, solar, and geothermal power, and 441 MW of battery storage at long-term low rates.
- **Innovative energy programs:** Ava customers benefit from programs and incentives focused on electric vehicles, home energy upgrades, and community resilience.
- **Community involvement:** Ava policies are determined by Board members from the cities it serves, including Stockton Mayor Christina Fugazi.

#### How It Works

**You will be automatically switched to Ava's Bright Choice service in April 2025.** You'll get a single monthly PG&E bill that includes both Ava's charge for electricity generation and PG&E's charge for their delivery services. Ava's generation charge replaces PG&E's generation charge. You will see a generation credit on your bill, as well as an additional Bright Choice discount.

Bright Choice is priced 5% below PG&E rates and contains over 50% renewable energy content. For more information on your options, visit [AvaEnergy.org/stockton](https://AvaEnergy.org/stockton).

In accordance with California law, Ava is an "opt-out" program. **That means if you don't want to become an Ava customer, and want to remain with PG&E, you must take action to opt out of becoming an Ava Community Energy customer.** You can opt out at any time by visiting [AvaEnergy.org](https://AvaEnergy.org) or calling 833-699-3223.

#### NOTE:

**Ava is required to send four enrollment notices to you. This is the first notice. Subsequent notices will be sent by email to customers who have an email address on file with PG&E.**

Estimado/a comerciante de Stockton:

Nos complace informarle que ahora cuenta con una nueva opción para su suministro eléctrico. Ava Community Energy (Ava) es una agencia pública local creada en 2018, que brinda servicios a las comunidades de los condados de Alameda y San Joaquín. A partir de abril de 2025, Ava comenzará a brindar servicio en Stockton.

### Como cliente de Ava, podrá disfrutar de los siguientes beneficios:

- **Ahorro en su factura:** Ava ofrece descuentos en la parte de generación eléctrica de su factura, en comparación con Pacific Gas & Electric Co. (PG&E). Nuestros clientes ya han ahorrado más de 120 millones de dólares.
- **Energía renovable:** Contamos con acuerdos para generar 1,032 megavatios (MW) de energía eólica, solar y geotérmica, además de 441 MW de capacidad de almacenamiento en baterías, garantizando precios accesibles a largo plazo.
- **Programas innovadores de energía:** Nuestros clientes tienen acceso a incentivos y soluciones enfocadas en vehículos eléctricos, mejoras de eficiencia energética en edificios y proyectos para fortalecer a las comunidades.
- **Participación local:** Las decisiones de Ava son tomadas por una junta directiva con representantes de las ciudades que operamos, incluyendo a la alcaldesa de Stockton, Christina Fugazi.

### ¿Cómo funciona?

En abril de 2025, su servicio eléctrico cambiará automáticamente al plan **Bright Choice de Ava**. Seguirá recibiendo una factura única de PG&E, que incluirá tanto los costos de generación eléctrica de Ava como los cargos de distribución de PG&E. El cargo por la generación eléctrica de Ava sustituirá el que actualmente aplica PG&E. Además, verá reflejado un crédito por la generación eléctrica y un descuento adicional gracias al plan Bright Choice.

#### IMPORTANTE:

Ava enviará cuatro avisos sobre su inscripción. Este es el primero. Los siguientes se enviarán por correo electrónico a quienes tengan registrada una dirección con PG&E.

Bright Choice ofrece tarifas un 5% más económicas que las de PG&E y utiliza más del 50% de energía proveniente de fuentes renovables. Para más información sobre sus opciones, visite [AvaEnergy.org/es/stockton](https://AvaEnergy.org/es/stockton).

De acuerdo con las leyes de California, Ava funciona bajo un sistema de "inclusión automática". **Esto quiere decir que, si prefiere continuar con PG&E y no cambiar al servicio de Ava, deberá solicitar su exclusión.** Puede hacerlo en cualquier momento ingresando a [AvaEnergy.org/es](https://AvaEnergy.org/es) o llamando al 833-699-3223.

## Abbreviated Terms and Conditions of Service

**Enrollment and service options:** Ava Community Energy (Ava) is the default electric provider serving Alameda County (except the City of Alameda) and the cities of Tracy, Stockton, and Lathrop.

**Rates and fees:** Our electric generation rates are managed to provide greener electricity to our community at competitive rates. Any future rate changes will be adopted at duly noticed public meetings of the Ava Board. As an Ava customer, PG&E charges you a monthly Power Charge Indifference Adjustment

(PCIA) and Franchise Fee Surcharge. Ava has accounted for these additional fees and charges in its rate-setting process.

**Billing:** As an Ava customer, you continue to receive a single monthly bill from PG&E that includes all electricity-related charges, including Ava's electric generation charges. PG&E continues to charge for gas services, transmission, distribution, public goods programs, and other non-generation charges at the same rates it charges customers who do not receive Ava service.

**Opt out:** You may opt out of Ava electric generation service at any time by calling 833.699.3223 or by completing the opt-out form at [AvaEnergy.org/optout](https://AvaEnergy.org/optout).

**Customer confidentiality:** Ava is committed to protecting customer privacy. Our policy on customer confidentiality can be found at [AvaEnergy.org/confidentiality](https://AvaEnergy.org/confidentiality) or by calling 833.699.3223.

**Visit [AvaEnergy.org/terms](https://AvaEnergy.org/terms) for full details of the Ava Terms and Conditions.** Para conocer los términos y condiciones completos, visite [AvaEnergy.org/es/terms](https://AvaEnergy.org/es/terms).



Customer Name  
Customer Address  
Date

Dear Stockton Resident,

You have a new choice in electricity providers. Ava Community Energy (Ava) is a local public agency formed in 2018 that serves communities in Alameda and San Joaquin Counties. Starting in April 2025, our service will expand to Stockton.

#### As an Ava customer, your benefits include:

- **Bill savings:** Ava offers a discount on the electric generation portion of your bill, compared to Pacific Gas & Electric Co. (PG&E). Ava has already saved our customers over \$120 million.
- **More renewable energy:** Ava has signed 23 contracts for new utility-scale wind, solar, geothermal, and battery storage facilities at low, long-term rates.
- **Innovative energy programs:** Ava customers benefit from programs and incentives focused on electric vehicles, home energy upgrades, and community resilience.
- **Community involvement:** Ava policies are determined by Board members from the cities it serves, including Stockton Mayor Christina Fugazi.

#### How It Works

**You will be automatically switched to Ava's Bright Choice service in April 2025.** You'll get a single monthly PG&E bill that includes both Ava's charge for electricity generation and PG&E's charge for their delivery services. Ava's generation charge replaces PG&E's generation charge. You will see a generation credit on your bill, as well as an additional Bright Choice discount that saves the average household about \$5/month.

Bright Choice is priced 5% below PG&E rates and contains over 50% renewable energy content. For more information on your options, visit [AvaEnergy.org/stockton](http://AvaEnergy.org/stockton).

In accordance with California law, Ava is an "opt-out" program. **That means if you don't want to become an Ava customer, and want to remain with PG&E, you must take action to opt out of becoming an Ava Community Energy customer.** You can opt out at any time by visiting [AvaEnergy.org](http://AvaEnergy.org) or calling 833-699-3223.

#### IMPORTANT NOTES:

- **Customers participating in CARE, FERA, and/or Medical Baseline Allowance programs continue to receive these same discounts while on Ava service.**
- **Ava is required to send four enrollment notices to you. This is the first notice. Subsequent notices will be sent by email to customers who have an email address on file with PG&E.**

Estimado/a residente de Stockton:

Nos complace informarle que ahora cuenta con una nueva opción para su suministro eléctrico. Ava Community Energy (Ava) es una agencia pública local creada en 2018, que brinda servicios a las comunidades de los condados de Alameda y San Joaquín. A partir de abril de 2025, estaremos ampliando nuestro servicio a Stockton.

### Como cliente de Ava, podrá disfrutar de los siguientes beneficios:

- **Ahorro en su factura:** Ava ofrece descuentos en la parte de generación eléctrica de su factura, en comparación con Pacific Gas & Electric Co. (PG&E). Nuestros clientes ya han ahorrado más de 120 millones de dólares.
- **Más energía renovable:** Hemos firmado acuerdos para desarrollar 23 proyectos de energía eólica, solar, geotérmica y sistemas de almacenamiento, asegurando precios competitivos a largo plazo.
- **Programas innovadores:** Nuestros clientes pueden acceder a incentivos y programas enfocados en vehículos eléctricos, mejoras energéticas para el hogar y proyectos que benefician a la comunidad.
- **Compromiso comunitario:** Las decisiones de Ava las toma una junta directiva integrada por representantes de las ciudades a las que operamos, incluyendo a la alcaldesa de Stockton, Christina Fugazi.

### ¿Cómo funciona?

**En abril de 2025, su servicio eléctrico cambiará automáticamente al plan Bright Choice de Ava.**

Seguirá recibiendo una sola factura de PG&E que incluirá el costo de la generación eléctrica de Ava y los servicios de distribución de PG&E. El cargo por generación de Ava reemplazará al de PG&E. En su factura verá un crédito por la generación y un descuento adicional de Bright Choice, lo que permitirá a un hogar promedio ahorrar alrededor de \$5 al mes.

#### INFORMACIÓN IMPORTANTE:

- Si forma parte de los programas CARE, FERA o Medical Baseline Allowance, seguirá recibiendo los mismos descuentos al cambiarse al servicio de Ava.
- Por ley, Ava debe enviarle cuatro avisos sobre su inscripción. Este es el primero. Los próximos serán enviados por correo electrónico si tiene una dirección registrada con PG&E.

Bright Choice tiene un costo 5% menor que las tarifas de PG&E y más del 50% de su energía proviene de fuentes renovables. Para conocer más detalles sobre sus opciones, visite [AvaEnergy.org/es/stockton](https://AvaEnergy.org/es/stockton).

De acuerdo con las leyes de California, Ava utiliza un sistema de "inclusión automática". **Esto significa que, si prefiere quedarse con PG&E y no ser cliente de Ava, deberá solicitar la exclusión.** Puede hacerlo en cualquier momento ingresando a [AvaEnergy.org/es](https://AvaEnergy.org/es) o llamando al 833-699-3223.

## Abbreviated Terms and Conditions of Service

**Enrollment and service options:** Ava Community Energy (Ava) is the default electric provider serving Alameda County (except the City of Alameda) and the cities of Tracy, Stockton, and Lathrop.

**Rates and fees:** Our electric generation rates are managed to provide greener electricity to our community at competitive rates. Any future rate changes will be adopted at duly noticed public meetings of the Ava Board. As an Ava customer, PG&E charges you a monthly Power Charge Indifference Adjustment

(PCIA) and Franchise Fee Surcharge. Ava has accounted for these additional fees and charges in its rate-setting process.

**Billing:** As an Ava customer, you continue to receive a single monthly bill from PG&E that includes all electricity-related charges, including Ava's electric generation charges. PG&E continues to charge for gas services, transmission, distribution, public goods programs, and other non-generation charges at the same rates it charges customers who do not receive Ava service.

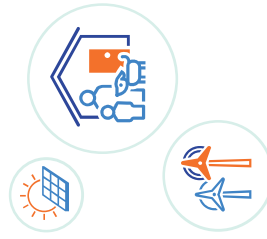
**Opt out:** You may opt out of Ava electric generation service at any time by calling 833.699.3223 or by completing the opt-out form at [AvaEnergy.org/optout](https://AvaEnergy.org/optout).

**Customer confidentiality:** Ava is committed to protecting customer privacy. Our policy on customer confidentiality can be found at [AvaEnergy.org/confidentiality](https://AvaEnergy.org/confidentiality) or by calling 833.699.3223.

**Visit [AvaEnergy.org/terms](https://AvaEnergy.org/terms) for full details of the Ava Terms and Conditions.** Para conocer los términos y condiciones completos, visite [AvaEnergy.org/es/terms](https://AvaEnergy.org/es/terms).

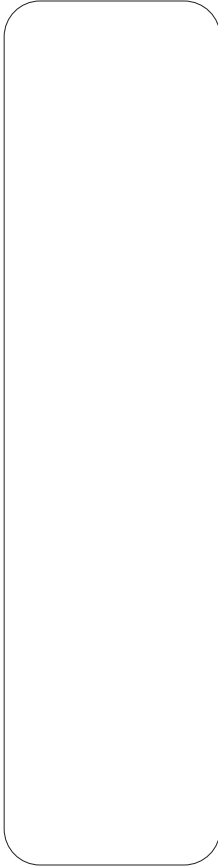


1999 Harrison Street  
Suite 2300  
Oakland, CA 94612



Your electricity service will soon have *lower rates*. Here's how.

Pronto su servicio eléctrico tendrá tarifas *más bajas*. Aquí le contamos cómo.





# Energía limpia, tarifas más bajas. *Clean energy, lower rates.*

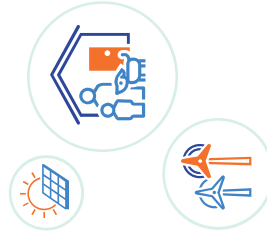
Próximamente en Stockton y Lathrop: Ava Community Energy es un proveedor de electricidad sin fines de lucro. Obtenga más información en [AvaEnergy.org/es/welcome](https://AvaEnergy.org/es/welcome)

Ava Community Energy is a not-for-profit electricity provider coming soon to Stockton and Lathrop. Learn more at [AvaEnergy.org/welcome](https://AvaEnergy.org/welcome)





1999 Harrison Street  
Suite 2300  
Oakland, CA 94612



Your electricity service will soon have *lower rates*. Here's how.

Pronto su servicio eléctrico tendrá tarifas *más bajas*. Aquí le contamos cómo.





## Staff Report Item 16

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Howard Chang, CEO
<b>Subject:</b>	Informing the Board of Historic Electricity Rates, Rate Components, and Ava Rate Setting
<b>Date:</b>	February 19, 2025

---

### **Summary**

This memo serves to accompany an informational presentation to the Board regarding historic rates, rate components, and Ava rate setting.

### **Context**

Staff requests the Board receive an informational presentation regarding electric rates.

The attached presentation provides an overview of historic rates, rate components, and the Ava Rate setting process.

### **Attachments**

- A. Powerpoint

# Rate Setting Methodology and Historic Rates

Board of Directors | February 19,  
2025

Howard Chang, CEO



- Definitions
- Rate setting methodology
- Historic rates and value proposition
- Risk Management

# Definitions

Term	Definition
Bundled Rate	PG&E's price for both generation and delivery charges. Bundled customers receive both generation and delivery from PG&E.
(Ava) Generation Rate	Price of <i>just</i> the energy, not the transportation. Ava provides generation services; this is the rate we charge customers.
(PG&E) Delivery Rate	Price of just the transportation, or "transmission and distribution." PG&E provides delivery services to both bundled and Ava customers. This also includes other costs associated with Public Purpose Funds and wildfire mitigation related costs.
Power Charge Indifference Adjustment (PCIA)	A volumetric fee paid by both bundled and Ava customers. This rate includes above (or below) market costs related to power supply commitments made many years ago. The PCIA is "vintaged;" bundled customers pay the current vintage and Ava customers pay the vintage assigned based on their jurisdiction's departure from PG&E. PCIA is included in the PG&E generation rate, but it is shown as a unique line item on an Ava bill. Customers pay this charge directly to PG&E, not Ava.
Franchise Fee Surcharge (FFS)	A volumetric fee, also paid by both bundled and Ava customers. Like the PCIA, this is a unique line-item for Ava customers. The FFS is levied by the CPUC on behalf of municipalities. FFS is also vintaged.
Value Proposition	Ava's value proposition is the rate difference between Ava and PG&E rates. Today, customers on Bright Choice save 5%; Renewable 100 is \$0.0025 per kWh above PG&E's rates.

# What are rates?

- A rate is the price assessed per unit of electricity, listed in a "rate schedule"
  - Components of a rate schedule
    - Different rates based on
      - Time of day (peak and off-peak)
      - Season (winter or summer)
    - Non-residential rates may include different prices for demand charges (kW) and usage (kWh)

# What are Ava's rates?

- Ava serves customers on 81 different rates with 427 unique rate components
  - Rate sheets are available at [avaenergy.org/rates](https://avaenergy.org/rates)
- Example rates for E-TOUC (default residential rate)
  - Summer – Peak summer, Off-peak summer
  - Winter – Peak winter, Off-peak winter
- Example rates for B19S (large non-residential rate)
  - Summer – Peak summer, Off-peak summer, Part-peak summer
  - Winter – Peak winter, Off-peak winter, Super-off-peak winter
  - Demand charges – Max part-peak summer, Max peak demand summer, Max peak demand winter



This rate sheet is for 2018 vintage year rates. See "How to Find Your Vintage Year" at [avaenergy.org/rates](https://avaenergy.org/rates) to verify your vintage year.

Rate	Billing Determinant Name	Bright Choice Rate	Renewable 100 Rate	2018 Vintage System Fees	Total Bright Choice Rate	Total Renewable 100 Rate	July 2024 PG&E Generation Rate	Unit
EELEC	Off-Peak Winter	0.08220	0.08959	0.01064	0.09284	0.10023	0.09773	kWh
EELEC	Part-Peak Summer	0.17372	0.18592	0.01064	0.18436	0.19656	0.19406	kWh
EELEC	Part-Peak Winter	0.09489	0.10294	0.01064	0.10553	0.11358	0.11108	kWh
EELEC	Peak Summer	0.26787	0.28503	0.01064	0.27851	0.29567	0.29317	kWh
EELEC	Peak Winter	0.11386	0.12291	0.01064	0.12450	0.13355	0.13105	kWh
EMTOU	Off-Peak Summer	0.12286	0.13239	0.01064	0.13350	0.14303	0.14053	kWh
EMTOU	Off-Peak Winter	0.11931	0.12865	0.01064	0.12995	0.13929	0.13679	kWh
EMTOU	Peak Summer	0.20171	0.21539	0.01064	0.21235	0.22603	0.22353	kWh
EMTOU	Peak Winter	0.14466	0.15533	0.01064	0.15530	0.16597	0.16347	kWh
ETOUB	Off-Peak Summer	0.13061	0.14054	0.01064	0.14125	0.15118	0.14868	kWh
ETOUB	Off-Peak Winter	0.10995	0.11880	0.01064	0.12059	0.12944	0.12694	kWh
ETOUB	Peak Summer	0.24751	0.26360	0.01064	0.25815	0.27424	0.27174	kWh
ETOUB	Peak Winter	0.14681	0.15760	0.01064	0.15745	0.16824	0.16574	kWh
ETOUC	Off-Peak Summer	0.12286	0.13239	0.01064	0.13350	0.14303	0.14053	kWh
ETOUC	Off-Peak Winter	0.11931	0.12865	0.01064	0.12995	0.13929	0.13679	kWh
ETOUC	Peak Summer	0.20171	0.21539	0.01064	0.21235	0.22603	0.22353	kWh
ETOUC	Peak Winter	0.14466	0.15533	0.01064	0.15530	0.16597	0.16347	kWh
ETOUD	Off-Peak Summer	0.11265	0.12164	0.01064	0.12329	0.13228	0.12978	kWh
ETOUD	Off-Peak Winter	0.14021	0.15065	0.01064	0.15085	0.16129	0.15879	kWh
ETOUD	Peak Summer	0.21236	0.22660	0.01064	0.22300	0.23724	0.23474	kWh
ETOUD	Peak Winter	0.17354	0.18573	0.01064	0.18418	0.19637	0.19387	kWh
EV2	Off-Peak Summer	0.11542	0.12455	0.01064	0.12606	0.13519	0.13269	kWh

19 of 20

Page 19 of 20 pages that detail each of Ava's rate components



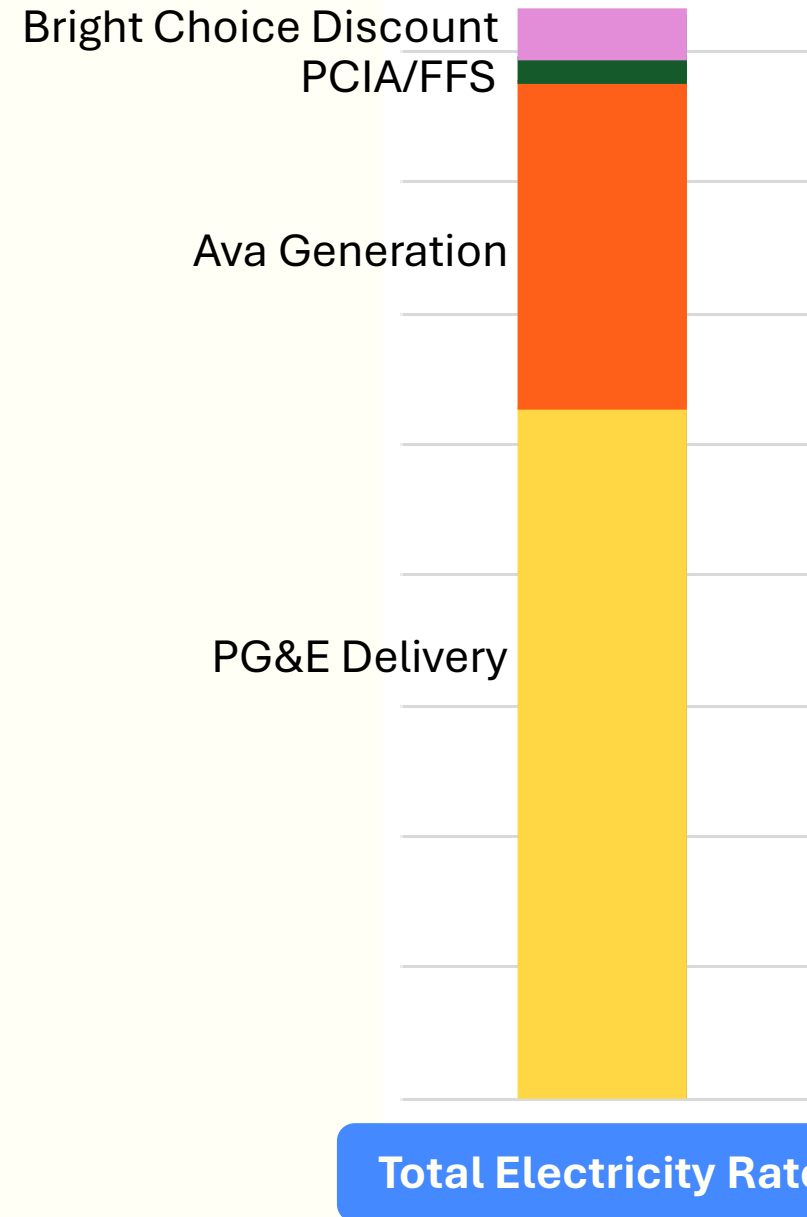
# Example Rates for Common Customer Groups – October 2024

	Cents (¢) per kilowatt-hour				Average Monthly Electric Bill
	Ava Bright Choice Generation	PG&E Delivery	PCIA + FFS	Total ¢ per kWh	
Small Commercial	13.3	28.2	0.9	42.4	\$215
Medium Commercial	14.0	21.2	0.9	36.1	\$6,180
Large Commercial	12.8	16.4	0.9	30.1	\$67,150
Residential	13.3	27.7	0.9	41.9	\$150
Residential - CARE	13.3	12.5	0.9	26.6	\$90

# Ava's Rate Setting Methodology

Rate setting happens in three parts:

- PG&E has an General Rate Case (GRC) and annual Energy Resource Recovery Account (ERRA) filings where they seek approval from CPUC to set rates based on a cost-of-service methodology
- Ava indexes to PG&E rates and its board approves an annual value proposition
  - The value proposition is the discount or premium relative to PG&E's total generation rate (not including delivery)
    - Inclusive of the Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge (FFS)
  - Bright Choice is currently set with a discount to PG&E's generation rate at 5%
  - Renewable 100 is currently set at with a cost premium relative to PG&E at a ¼ cent/kWh premium



# Rate Setting Process and Timeline

## May: Finance, Administrative, & Procurement Subcommittee, Executive Committee Meeting, and/or Board of Directors Meeting

- Staff provides preliminary recommendations for setting the value proposition as part of the draft budget discussion

## May – June: Community Workshops

- If Staff proposes a change to the value proposition, Ava hosts community meetings to review changes and accept comments

## June: Board of Directors Meeting

- Staff will present an analysis, findings, and recommendation from all previous parties' feedback (including the public, CAC and Board)
- Board votes to adopt a new, or the same, value proposition, as part of the budget approval
- Value proposition is effective July 1 – June 30



## Joint Powers Agreement

- The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.
- The Parties seek to:
  - (a) Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;
  - (j) Provide and manage lower-cost energy supplies in a manner that provides cost savings to low-income households and promotes public health in areas impacted by energy production.

## Amended & Restated Rate Setting Policy

- Staff must receive Board approval to revise the service level value propositions (e.g., offering a greater or lesser discount on Bright Choice)

# Ava Rate Setting: Rate Changes

- When the Board adopts a new value proposition, Ava updates our rates accordingly at the start of the new fiscal year, on July 1
- Additionally, Ava will update rates when PG&E updates their generation or PCIA rates throughout the year
  - Ava's rates change accordingly to maintain the value proposition at all times
  - Ava does not update rates if PG&E changes only delivery rates
- PG&E almost always updates rates on January 1 and it is common for rates to be updated 3-5 times throughout the year
  - PG&E modifies rates to meet updated revenue requirements or tariff changes

# How do other CCAs set their rates?

- Common methodologies seen across California CCAs
  - Set value proposition regularly, index to Investor Owned Utility (IOU, or PG&E, SCE, SDG&E) rate, update rates with each IOU generation rate change
  - Set rates annually, potentially indexed to the IOU rate, but do not update with each IOU generation rate change within the year
  - Set rates independently of the IOU

## Benefits of Ava's methodology

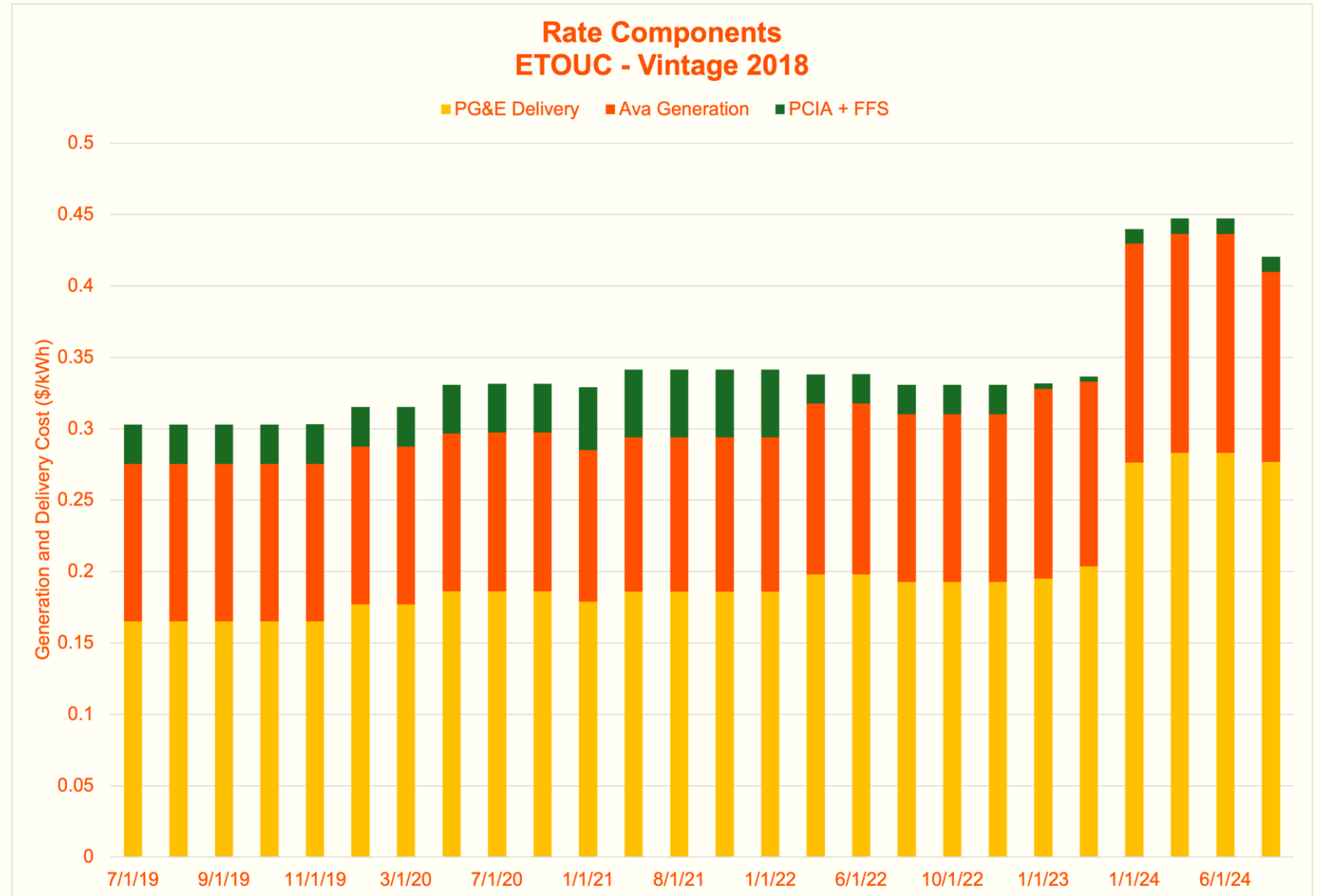
1. Presents a clear and consistent value proposition to our customers with a commitment to serving a rate that is competitive to PG&E
2. Provides customers increased stability on overall generation rates, as PCIA rate is inversely related to energy costs
3. Allows Ava to manage energy procurement costs more effectively

# Value Proposition 2018 to Current

	June 2018	July 2020	July 2022	July 2023 (Current)
Bright Choice	1.5% below PG&E	1% below PG&E	3% below PG&E	5% below PG&E
Renewable 100	1¢ per kWh above PG&E		3/4¢ per kWh above PG&E	1/4¢ per kWh above PG&E

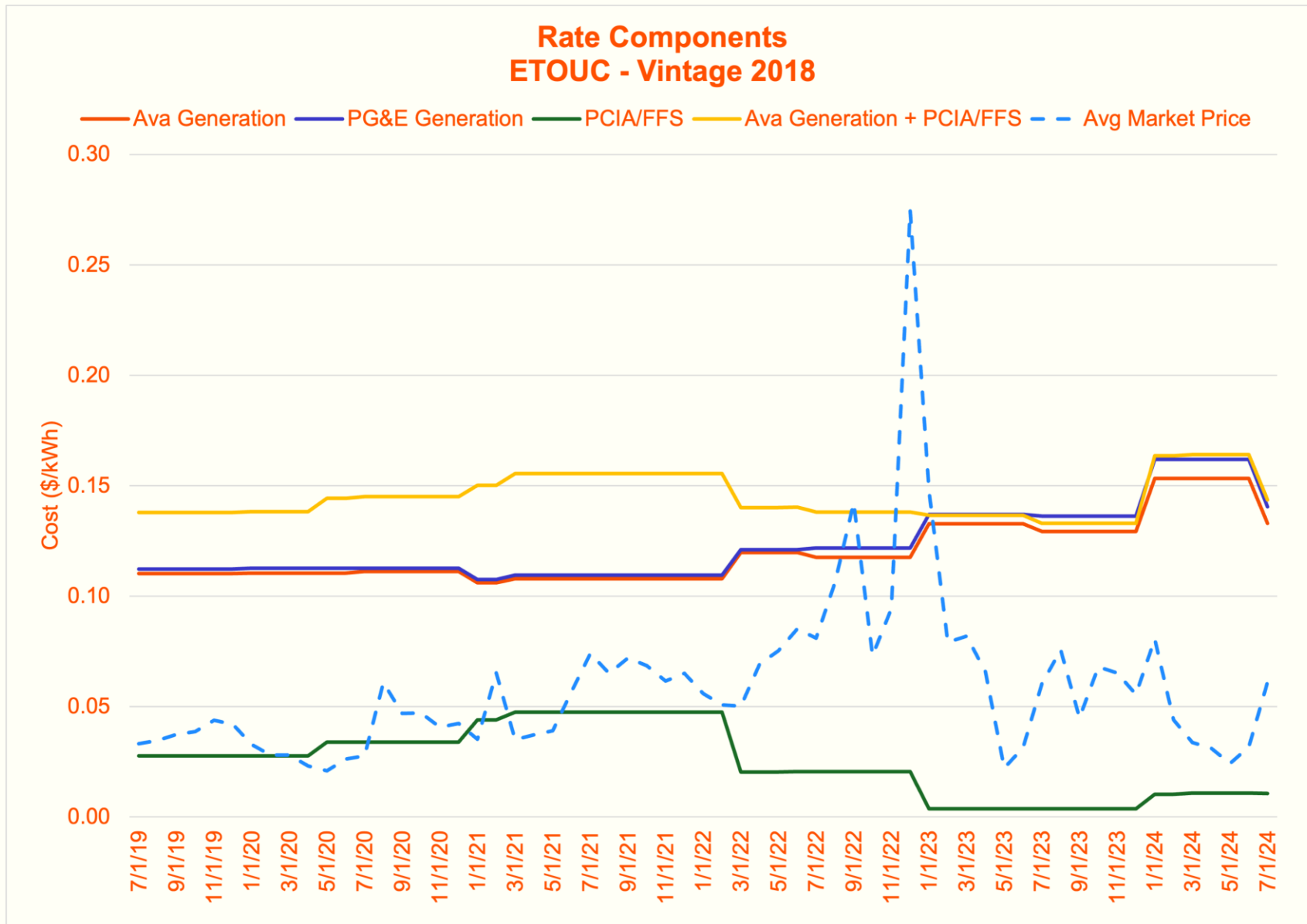
# Historic Rates – Most Common Residential Rate

- Currently Ava generation rates are ~50% of delivery
- Overall energy bills have increased about 40% in 2024 driven primarily by increased wildfire mitigation related costs
- Energy generation rates have been relatively stable



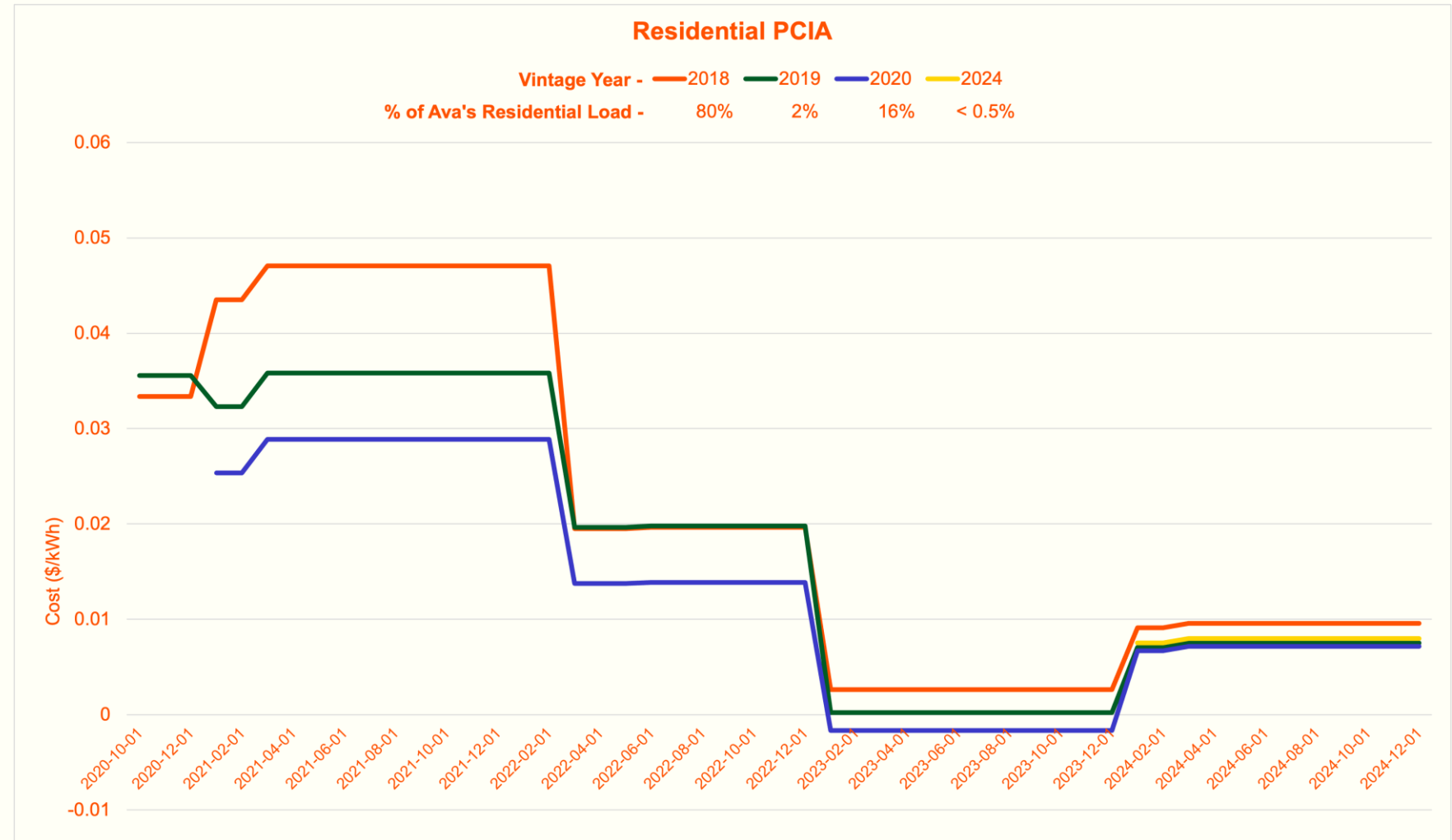


# Historic Rate Components, Including Market Prices



# Power Charge Indifference Adjustment

- Depending on the year that a customer departs from PG&E service, they are assigned a vintage for PCIA
- PCIA rates by vintages generally follow similar trends, though they typically vary
- Ava offers the same value proposition, or same *effective* rate, regardless of the vintage



# Risk Management

- Ava energy costs are generally broken down into 3 main components and these drive how PCIA is set.
  - Brown Power energy
  - Renewable Energy Certificates
  - Resource Adequacy
- Ava utilizes the PCIA portfolio of resources as a portion of its portfolio of energy hedges
  - As market energy prices increase, PCIA goes down, which increases Ava's financial operating headroom to serve our customers. This is necessary as Ava's energy prices are rising with the market.
  - As market energy prices decrease, PCIA goes up, which decreases Ava's financial operating headroom to serve our customers. This is necessary as Ava's energy prices are rising with the market.
- Ava's strong balance sheet and \$200MM credit facility allow it to manage working capital needs through volatile energy prices year to year
- If Ava were to hedge 100% of its energy needs directly to stabilize Ava generation rates, customers would face greater volatility with the addition of PCIA

# Overview of Future Topics

- February
  - Rate Setting Methodology
  - Mid-year Budget Review
- March
  - Reserve Policy
- April
  - Accelerating Renewables
- May
  - Draft Budget Review





## Staff Report Item 17

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Howard Chang, CEO
<b>Subject:</b>	<i>Mid-Year Budget Update</i>
<b>Date:</b>	2/19/2025

---

### **Summary/Recommendation**

This memo updates the Board on budget performance for the current fiscal year.

### **Financial Impact**

This is an informational item

### **Analysis and Context**

Ava's current fiscal year (FY) runs from July 1, 2024, through June 30, 2025. This update comes at near the mid-year point and covers actual activity through November, 2024, comprehensive estimates for December, 2024, and projected estimates for January through June, 2025.

### **Attachments**

- A. PowerPoint presentation



# Fiscal Year 2024-2025 Mid-Year Budget Update

Board of Directors  
February 19, 2025



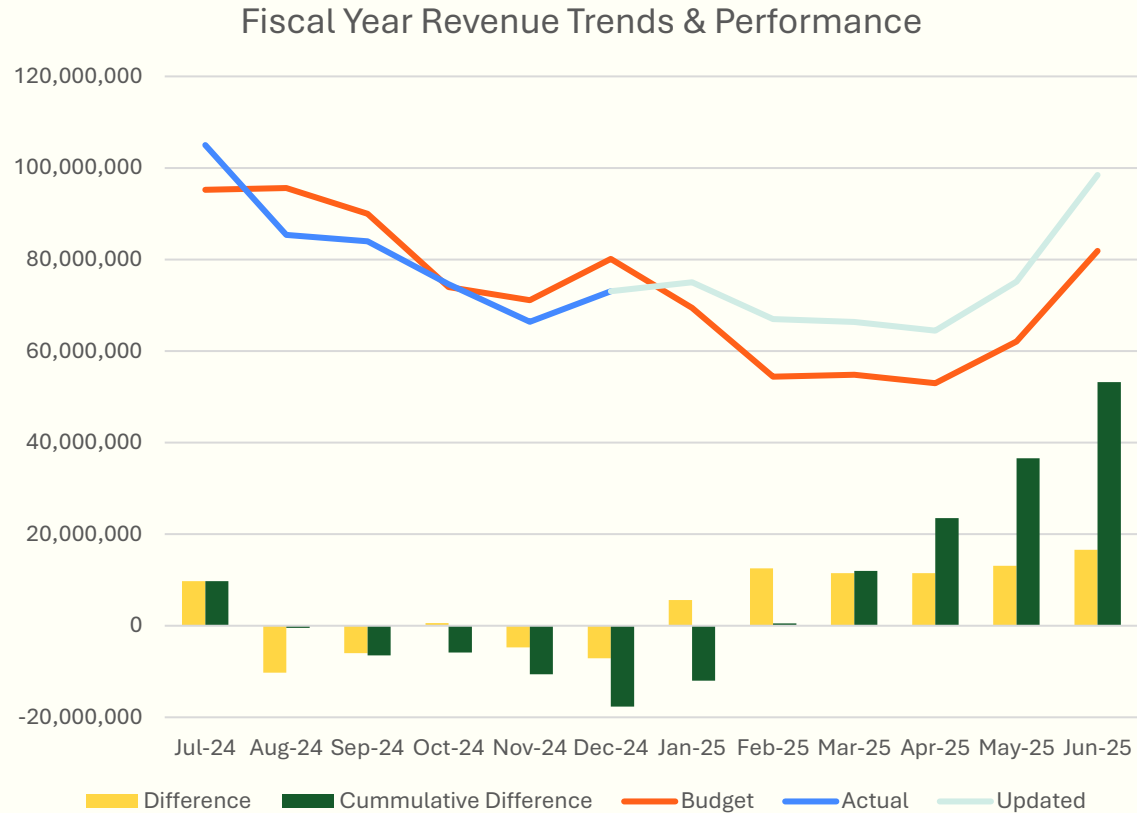
# Fiscal Year 2024-2025 Mid-Year Budget Summary

- Ava's Fiscal Year (FY) runs from July 1, 2024 to June 30, 2025
- Mid-year budget update based on actuals through Nov 2024, estimates for the month of Dec 2024, and updated forecast for Jan-Jun 2025
- Forecasted FY Total Net Revenues increased from \$42MM to \$95MM, primarily driven off an increase in Electricity Sales, partially offset by an increase in cost of energy
  - Note: Stockton & Lathrop starting service in April
- Increases to Cost of Energy is predominately from increases in renewable energy costs
- Decreases to Overhead Operating Expenses is mostly due to lower personnel costs due to hiring timing and reduced legal costs
- Increase in Non-Operating Revenue is from higher interest rates earned on interest bearing accounts

	June BUDGET	Mid-Year UPDATE	Delta
<b>OPERATING ACTIVITY</b>			
<b>REVENUE &amp; OTHER SOURCES</b>			
Electricity Sales	881,671,000	934,857,000	53,186,000
Uncollectables	(8,817,000)	(9,349,000)	(532,000)
Other Operating Revenue	0	4,846,000	4,846,000
<b>TOTAL OPERATING REVENUE</b>	<b>872,854,000</b>	<b>930,354,000</b>	<b>57,500,000</b>
<b>EXPENSES &amp; OTHER USES</b>			
Cost of Energy	760,248,000	775,538,000	15,290,000
Cost of Energy Services	11,608,000	11,601,000	(7,000)
<b>Total Energy Operating Expenses</b>	<b>771,856,000</b>	<b>787,139,000</b>	<b>15,283,000</b>
<b>Total Overhead Operating Expenses</b>	<b>45,267,000</b>	<b>39,334,000</b>	<b>(5,933,000)</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>817,123,000</b>	<b>826,473,000</b>	<b>9,350,000</b>
<b>NET OPERATING POSITION</b>	<b>55,731,000</b>	<b>103,881,000</b>	<b>48,150,000</b>
<b>NON-OPERATING ACTIVITY</b>			
<b>TOTAL NON-OPERATING REVENUE</b>	<b>11,799,000</b>	<b>15,459,000</b>	<b>3,660,000</b>
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>25,300,000</b>	<b>24,414,000</b>	<b>(886,000)</b>
<b>NET NON-OPERATING POSITION</b>	<b>(13,501,000)</b>	<b>(8,955,000)</b>	<b>4,546,000</b>
<b>TOTAL NET REVENUES</b>	<b>42,230,000</b>	<b>94,926,000</b>	<b>52,696,000</b>



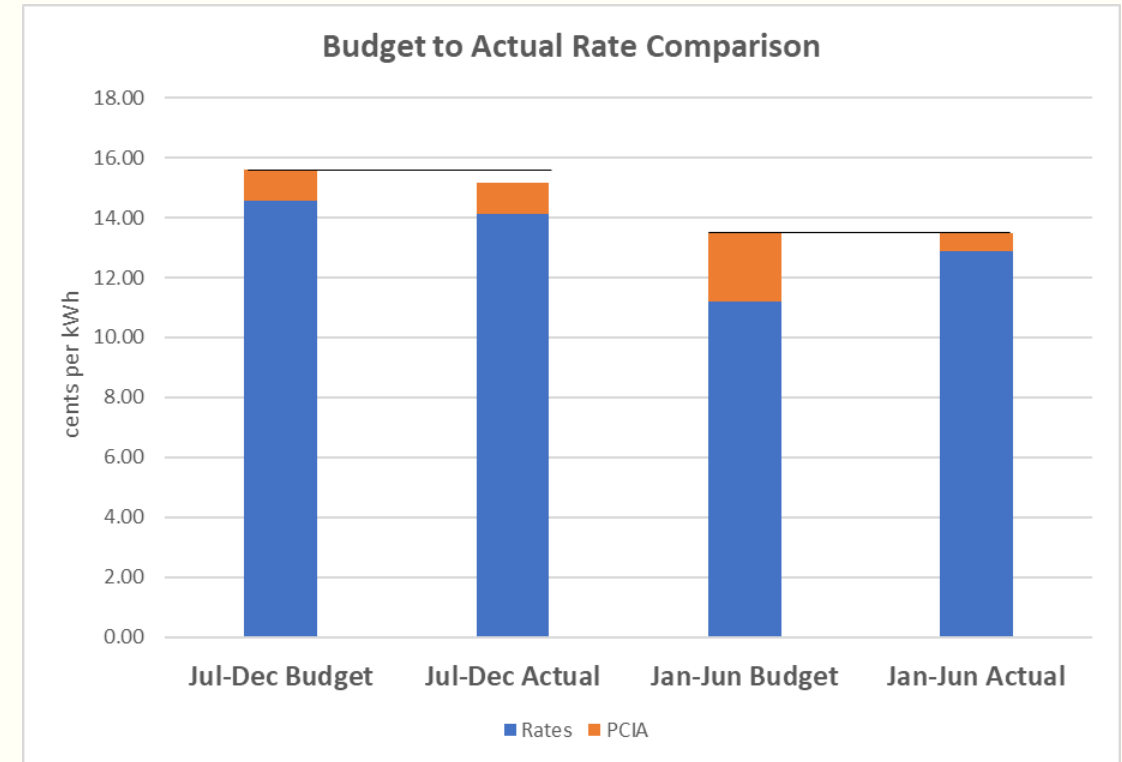
# Overview of Revenue Changes



- At time of budget approval, our rate estimates for July-Dec 2024 were slightly higher than what actualized
- Jan-Jun 2025 rates materialized higher than forecasted at time of budget approval
- On average, revenues were about 3.6% lower than expected in the first half of the Fiscal Year
- On average, revenues are expected to be about 19.2% higher than initially estimated in the second half of the Fiscal Year
- For the full fiscal year, revenues are expected to be about 6.0% higher than expected

# Overview of Rate Changes

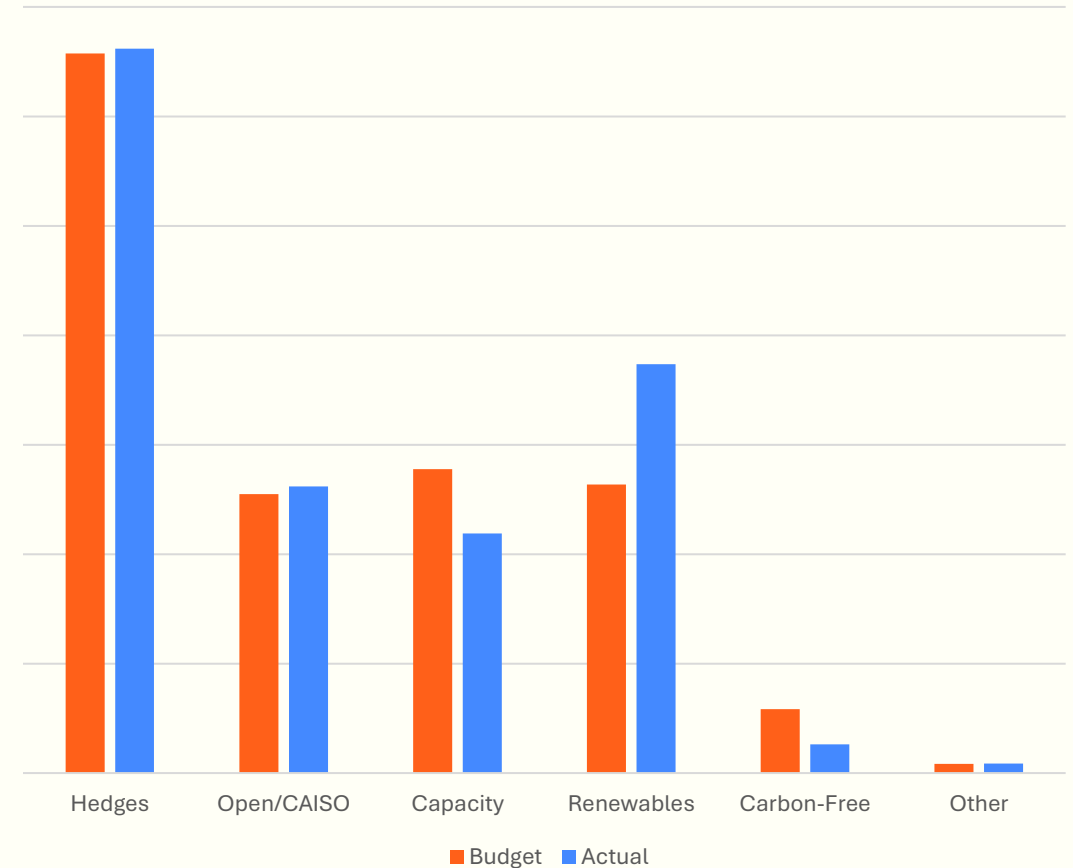
- As of June 2024 budget approval, the Jul-Dec 2024 rate estimates were slightly higher than what actualized. While the PCIA was relatively unchanged, overall generation charges actualized approximately half a cent per kWh lower
  - Note that load estimates were in line with actuals
- As of June 2024 budget approval, the Jan-Jun 2025 rate estimates were lower than what actualized; this was largely offset by a lower PCIA, leading to relatively flat overall generation charges
- The increase in rates leads to an increase in operating headroom and an increase in the current forecasted budget surplus
- Jan-Jun rates are structurally lower than Jul-Dec rates due to summer/winter rate differentials
- The increase in rates and decrease in PCIA is driven by lower brown power costs and higher RA and RPS



# Overview of Energy Cost Changes

- Energy costs typically have variability between budget and actuals due to energy market volatility
- Decrease in Capacity is due to sale of previous procurement in anticipation of Stockton joining in 2024 and the CEC changing the load forecast methodology for 2025
- Renewable energy costs increased by nearly \$55MM, or about 41%
- Decreases in carbon free energy is due to increases in the large hydro allocation that is provided due to PCIA
- CAISO ancillary costs and basis price spreads have been consistently to our benefit

Budget to Actual Attribute Energy Costs



# Power Charge Indifference Adjustment Rate (PCIA) Uncertainty

- The California Public Utilities Commission (CPUC) [December 2024 decision](#) setting 2025 rates held these rates subject to after-the-fact revision for a change in PCIA methodology: **"the Commission may in another proceeding consider revisions to the [Market Price Benchmark] MPB methodology that may impact the adopted 2025 Final MPBs."**
- MPBs reflect prevailing market costs for different energy products – renewable energy certificates, brown power, and Resource Adequacy (RA). There is a formally set methodology approved by the CPUC to collect market data and calculate the MPBs. MPBs are used to calculate the PCIA and the PCIA is in turn part of the aggregate electricity rates.
- On February 10 the CPUC issued a [draft of a new rulemaking](#) to revise the RA MPB. The preliminary scope is narrow but may change. The Commission will vote to open the rulemaking on Feb. 20.
- The CPUC is reviewing a key element of the PCIA.
- Retroactive revisions to Ava's 2025 revenue could be effectuated via 2026 rates.

# PCIA Rate Uncertainty – PCIA Mechanics

- **PCIA and PG&E's bundled customer rates are a key determinant of Ava revenue**
- PCIA is a nonbypassable charge to recover the stranded costs of PG&E's legacy procurement portfolio.
- PCIA is *not* an exit fee. **All customers pay PCIA.**
  - MPBs determine the value of PG&E's legacy procurement portfolio, and so drive PCIA rates
  - High MPBs => low PCIA => greater operating headroom for Ava revenue
  - 2025 *Forecast* MPBs were relatively high (see sidebar).
  - A change to the 2025 methodology would impact
    - the true-up of 2025 rates (with revisions to take effect in 2026) and
    - the forecast of 2026 rates (which will also take effect in 2026, subject to true-up in 2027)

System RA MPBs (\$/kw/year)		
2023 (final)	2024 (final)	2025 (forecast)
14.37	28.26	40.31

**What change, if any, the CPUC will make to MPBs, is unknown. Accordingly, the precise impacts of any changes are also unknown.**

# Surplus Revenue Waterfall Allocation

	Allocation		Balance
Mid-Year Estimated Net Revenues			94,926,000
Contributions			
Working Capital		-	94,926,000
Reserve Funds		50,000,000	44,926,000
Divisional Surplus			
CARE/FERA	\$25	4,257,500	40,668,500
On Bill Credits	60%	15,000,000	25,668,500
Net Billing Tariff Program	40%	10,000,000	15,668,500
Total Divisional		<b>29,257,500</b>	
Reserve Fund Additional			15,668,500
<b>Total to Reserves</b>			<b>65,668,500</b>

## Resolution R-2024-42: Waterfall Allocations of Surplus Revenue

- First \$50MM to Reserve Funds
- CARE/FERA/MED customers each receive \$25 bill credit (currently about 170,300 accounts including estimates for Stockton and Lathrop)
- Next \$25MM split 60/40 to additional on-bill credits and Net Billing Tariff resilience program
- Remaining surplus allocated to reserve funds

# Reserve Funds

Contribution Year	Contribution	Withdraws	Balance	Operating Expenses*	PctCoverage
2018-2019	40,513,687	-	40,513,687	410,686,000	9.9%
2019-2020	49,704,640	-	90,218,327	383,045,000	23.6%
2020-2021	-	-	90,218,327	471,897,000	19.1%
2021-2022	65,655,073	-	155,873,400	562,667,000	27.7%
2022-2023	75,000,000	-	230,873,400	732,885,000	31.5%
2023-2024	100,000,000	-	330,873,400	826,473,000	40.0%
2024-2025**	65,668,500	-	396,541,900	1,076,267,000	36.8%

\*Operating Expenses are fiscal year ahead for coverage purposes

\*\*Proposed contribution with projected operating expenses to cover for FY 25-26 as of 1/28/2025

## Reserve fund policy P-10.1 as set by resolution R-2021-2

- Target percentage is 50% of operating expenses
- Range allows as low as 25% and as high as 75% variation

- Because reserves are to cover forward operating expenses, the Operating Expenses column are the forward fiscal year's values
- The Forward FY expenses for 2023-2024 contributions are current updated operating expenses, which includes serving Stockton & Lathrop from April to June
  - Current reserves provide approximately 40% coverage
- Contributions from current FY revenues increase balance to cover next FY's operating expense, which is currently estimated to increase to \$1.1BN
- Expansion into San Joaquin County increases load and annual operating expenses, reducing our reserve % coverage



## Staff Report Item 18

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	JP Ross, Vice President of Local Development
<b>Subject:</b>	<i>Updating the board on the status of the Critical Municipal Facilities Program</i>
<b>Date:</b>	2/14/2025

---

### **Summary/Recommendation**

This memo updates the Board on recent uncertainty in the Critical Municipal Facilities Program and options to consider for continuing the program.

### **Financial Impact**

N/A, this is an informational item

### **Analysis and Context**

Ava's Critical Municipal Facilities resilience hub program has been impacted by recent Federal action which has significantly increased uncertainty. This information item will update the Board on the risks to the Program and Ava's options for continuing this work.

### **Attachments**

- A. PowerPoint presentation





# Critical Municipal Facilities Update Feb 19, 2025



# Overview

1. Program & Portfolio Summary
2. Risks Identified
3. Mitigation Potential
4. Ava's Options



# Executive Summary

- Ava has been working with a renewable energy developer, Green Bridge Energy, to design, construct, and operate solar and storage systems across 30 municipal sites by entering power purchase agreements (“PPAs”) with 6 participating cities.
- City project portfolios are designed to deliver energy savings over the contract terms, as well as resiliency benefits to protect against grid outages and extreme weather events.
- Ava has been working towards execution of a master PPA with Green Bridge to enable early-phase projects to kickoff development to support NEM2.0 qualification deadlines, which require online dates by April 2026
- Smaller (20-200kW) solar & storage energy systems have always presented a technical challenge due to the unique nature of the facilities and small sizes with very few installers and solar PPA counterparties focused on this segment
- Combining the portfolio, creating greater scale, and applying the Ava CMF incentive program is intended to enable this portfolio to be built

City	Total sites / NEM2	kW (Solar)	kWh (Battery)	Savings as % of total bill*
Berkeley	2 / 2	186	387	15.7%
Fremont	6 / 2	318	697	14.5%
Hayward	4 / 3	219	387	8.9%
Livermore	5 / 4	2,822	1,754	5.6%
Oakland	8 / 4	909	1,703	6.0%
San Leandro	7 / 5	882	1,780	11.4%

\*Based on last available PPA pricing

- Types of facilities include libraries, senior centers, community centers, city halls, police & fire stations, corporation yards & service centers.

# Risks Identified (1)

## **NEM 2.0 Savings**

- Savings are primarily driven by systems that are grandfathered into NEM2.0 with savings created by lowering/hedging electricity rates, reducing demand charges, federal investment tax credit, the Ava storage incentives, and 2 federal grants that were awarded. NEM2.0 sites must be completed by April 15, 2026 to receive NEM2.0 status.
- The risk and uncertainty have increased significantly over the last several months impacting the viability of this portfolio achieving NEM2.0.

## **Political & Economic**

- Tariffs with China, Canada, and Mexico have been identified specifically impacting battery systems, steel, and aluminum. Some tariffs are already implemented while additional tariffs and counter-tariffs are anticipated. These are expected to increase project costs and could cause import delays.
- The Federal Investment Tax Credit (ITC) is a longstanding solar related tax incentive that lowers project costs by >30% traditionally. ITC is key to project economics and tax equity investors are fundamental to project-based financing. Changes to ITC likely require legislation to overturn and there is bipartisan support for this tax credit. However, White House Executive Orders are causing uncertainty and high potential for anti-renewable energy legislation. This is creating uncertainty on key project funding sources. Ava could monetize the ITC through the direct pay structure that allows tax exempt entities to retain the tax credit, but recent anti-renewable sentiment in Washington puts that at risk.
- Ava was awarded approximately \$2MM in federal grants/earmarks. It is uncertain if those grants are secure, but we anticipate risk.
- The tax credits and grants can only be sought when the projects are completed in 12-18 months, which adds to their uncertainty. The risk of tariffs being applied, losing ITC, and losing the grants is born between Ava and our counterparty.

# Risks Identified (2)

## **Schedule & Counterparty**

- NEM 2.0 related deadlines are increasingly at risk in light of new Federal policies and counterparty uncertainty. The current negotiated agreements (not yet executed) allocate the majority of the risk to Ava's counterparty and their subcontractors, allowing for damages and termination rights if the NEM 2.0 deadline is not reached.
- The qualified labor market is an additional risk factor in meeting the volume of projects in light of the NEM2.0 deadline. Given the tight project schedules and overall uncertainty, the Engineering, Procurement, and Construction (EPC) partner – Gridscape - and underlying subcontractors may not be willing to bear the risk of missing the NEM 2.0 deadline.
- Green Bridge, the PPA counterparty, has raised significant concerns on the ability to deliver on the NEM 2.0 deadline at current PPA rates. In light of the overall uncertainty, they have currently paused work on this portfolio, and we anticipate that they may walk away from this partnership.

# Risk Mitigation Discussion

- A. Timeline extension** – Request PG&E to extend the NEM2.0 deadline in light of Federal uncertainty
- B. Direct ownership** – Ava ownership of assets, increases flexibility by removing Green Bridge, but shifts development, performance and tax credit risks to Ava
- C. Labor training program** – Work with Labor to secure contractors and provide training to reduce construction risk
- D. Downsize the portfolio** – Reduce the size of the portfolio to at least 1 project per City that can be completed by April 2026 in order to increase schedule confidence and lower capital at risk
- E. Use all domestic equipment** – Increase cost certainty and lower delivery timing risk, however this increases cost and requires revised designs, which adds to overall project timeline
- F. Increase incentive levels** – Provide additional incentives to cover (potential) cost increases (this may be required to implement some of the mitigants listed above)
- G. Seek new counterparty** – Availability of financing counterparties in this space was already limited and further limited due to uncertain environment. Securing and negotiating with a new counterparty would add significant time.
- H. Decouple solar and storage** – Expedite standalone solar installations to preserve NEM 2.0 eligibility and augment with battery storage later

# Options

- 1) Move forward with Green Bridge/Gridscape on the current portfolio with revised PPA terms that allocate significantly more risk to Ava
- 2) Downsize the portfolio and work with Green Bridge/Gridscape to deliver a subset of the faster/easier NEM2.0 projects
- 3) Downsize portfolio to a subset of faster/easier NEM2.0 projects with Ava owning the assets and Gridscape as developer
- 4) Downsize portfolio to a subset of faster/easier NEM2.0 projects with Ava owning the assets and issue a Public Works RFP to secure a new Developer
- 5) Downsize portfolio and Ava owns it under Solar Billing Plan (NEM 3.0) with a new developer to allow for a more feasible project timeline
- 6) Cancel entire portfolio and move CMF funding into Resilience Hub incentives (consider allocating funding specifically to municipal sites)

# Conclusion and Next Steps

- 1) We are at a critical juncture with this CMF portfolio in light of the NEM 2.0 deadline in April 2026, which requires projects to be online prior to this date to preserve maximum cost savings.
- 2) Any opportunity to meet this deadline on the full portfolio requires us to move forward immediately to complete project designs and order long-lead equipment.
- 3) Losing NEM 2.0 status would significantly reduce cost savings, making City portfolios no longer cost neutral
- 4) Our financing counterparty, Green Bridge, is pausing work on this process and re-assessing their risk and ability to continue moving forward.
- 5) Ava staff to continue to assess this risk and further diligence options presented to provide a recommendation to the board, likely in March.
  - A potential recommendation is to focus on NEM 2.0 sites and downsize the portfolio in order to derisk our build timeframe and select the highest margin and most straight forward construction projects. (*Options 2 or 3 from prior slide*)
  - Focus diligence on owning and building projects on Ava's balance sheet, Public Works requirements, and the capital costs of such an investment. Further model various downside economic scenarios such as: missing the NEM 2.0 deadline, tariffs, losing ITC/direct pay/federal incentives





### Staff Report Item 19

<b>To:</b>	Ava Community Energy Authority
<b>From:</b>	Jack Balch, Ava Board Chair
<b>Subject:</b>	Updating 2025 Board Committee Assignments
<b>Date:</b>	February 19, 2025

---

#### **Summary/Recommendation**

This memo proposes the approval of the following 2025 committee assignments in order to ensure continuity and effective operation of the Board's subcommittees in the coming year.

#### **2025 Committee Assignments**

##### **Executive Committee**

Director Andersen  
Director Balch  
Director Gonzalez  
Director Marquez  
Director Roche  
Director Fugazi

##### **Financial, Administrative, & Procurement Subcommittee**

Director Kaur  
Director Sakakihara  
Director Brown  
Director Del Catancio  
Director Keng  
Director Morada

##### **Marketing, Regulatory, & Legislative Subcommittee**

Director Barrientos  
Director Diallo

Director Tregub  
Director Lopez  
Director Nygard

**Financial Impact**

N/A