Ava Community Energy

Board of Directors Meeting
Wednesday, July 15, 2026

6:00 pm

In Person:
Board Room
Ava Community Energy
1999 Harrison St, Ste 2300
Oakland, CA 94612

Or from the following locations:

Lounge Room, 3 Commodore Drive, Emeryville, CA 94608
4917 Knowlson Terrace, Fremont, CA 94555
35653 Scarborough Dr., Newark, CA 94560
1100 Webster St, 2nd Floor Conference Room, Oakland, CA 94607
501 W Weber Ave Building 1, Stockton CA 95203

Via Zoom:
https://avaenergy-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.

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.

Public comment letters received for Ava Community Energy meetings are posted at https://app.box.com/v/avapubliccomment.

1. **Welcome & Roll Call**

2. **Pledge of Allegiance**

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

4. **Closed Session Public Comment**

5. **Closed Session**

    a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957. Title: Chief Executive Officer

    b. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6. Agency Representatives: Inder Khalsa, Jonathan Tedesco, Betsy Andersen, and Juan González. Unrepresented employee: Chief Executive Officer.

6. **Report Out of Closed Session**

<u>**CONSENT AGENDA**</u>

7. **Approval of Minutes from June 17, 2026**

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

9. **Legal Services Agreement Approval (Action Item)**
Approving contracts for FY26/27 legal services in accordance with the approved budget

10. **Joint Powers Agreement Exhibits B and C Update (Informational Item)**
Reviewing revised Exhibits B and C to the Ava Community Energy Joint Powers Agreement to update Annual Energy Use and Voting Shares based on 2024 load data

11. **EcoBlock Grant (Action Item)**
Approving a Resolution Authorizing Funding for the EcoBlock Neighborhood Electrification Project

<u>**REGULAR AGENDA**</u>

Pursuant to Board direction, any agenda item not started by 9:00 p.m. will be continued to a future meeting unless the Board, by majority vote, elects to hear the item that evening. The Board may also determine an alternate disposition of the item at its discretion.

12. Chair and Vice-Chair Appointment (Action Item)

13. CEO Report

14. CAC Report

15. 2026 IRP Compliance Analysis & Filing (Action Item)
Overview of compliance analysis and filing materials

16. Ava Bike Electric Extension (Action Item)
Approving a Resolution to add funding and extend the e-bike rebate program for one additional year

17. San Leandro Default Service Plan Transition from Renewable 100 to Bright Choice (Action Item)
Approving a Resolution to accommodate the City's request to change its default from R100 to BC according to a schedule TBD by the CEO and the City

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

19. Adjourn

The next Ava Board of Directors meeting will be held on Wednesday, September 16, 2026 at 6:00 pm.

Draft Minutes

Board of Directors Meeting
Wednesday, June 17, 2026

6:00 pm

In Person:
Board Room
Ava Community Energy
1999 Harrison St, Ste 2300
Oakland, CA 94612

Or from the following locations:

- Clipper Club – 5 Captain Dr. Emeryville, CA 94608
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- 1100 Webster St, 2nd Floor Conference Room, Oakland, CA 94607
- 501 W Weber Ave Building 1 Stockton CA 95203

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1. **(0:02) Welcome & Roll Call**

Present: Members: Marquez (Alameda County), Jordan (Albany), Tregub (Berkeley), Kaur (Emeryville), Keng (Fremont), Roche (Hayward), Barrientos (Livermore), Brown (Oakland), Balch (Pleasanton), Fugazi (Stockton), Nygard (Tracy), Sakakihara (Union City), CAC Vice-Chair Balkissoon (Community Advisory Committee), Vice-Chair Gonzalez (San Leandro) and Chair Andersen (Piedmont)

Alternate Member Jordan served as representative for the City of Albany (Lopez).

Vice-Chair Balkissoon served as the representative for the Community Advisory Committee (Souza).

Not Present: Members: Morada (Dublin), Diallo (Lathrop), Del Catancio (Newark), Rickman (San Joaquin County)

2. **(2:14) Pledge of Allegiance**

3. **(2:30) 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.

There were no speakers for public comment.

4. **(3:24) Closed Session Public Comment**

There were no speakers for the closed session public comment.

5. **(3:50) Closed Session**

   a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957. Title: Chief Executive Officer

   b. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6. Agency Representatives: Inder Khalsa, Jonathan Tedesco, Betsy Andersen, and González. Unrepresented employee: Chief Executive Officer.

6. **(1:17:03) Report Out of Closed Session**

There were no items to report out of closed session.

<u>CONSENT AGENDA</u>

7. **(1:17:19) Approval of Minutes from May 20, 2026**

8. Contracts Entered Into (Informational Item)

9. FY 2025-2026 Q3 Financial Statements (Informational Item) R-2026-11
Ava's third quarter financial statements for fiscal year 2025-2026

10. PFM Financial Advisors Contract (Action Item) R-2026-12
Authorize staff to retain PFM Financial Advisors LLC for consulting services related to prepayment bond transactions.

11. Fourth Amendment Renewing SmartBidder Master Agreement with Ascend Analytics LLC (Action Item)
Authorize CEO to negotiate and sign a fourth amendment renewing the Agreement for a new one-year term.

Vice-Chair González motioned to approve the Consent Agenda. Member Marquez seconded the motion, which was approved 14/0/0/0/4 (yes/no/abstain/recuse/not present):
Yes: Members: Marquez, Jordan, Tregub, Kaur, Keng, Roche, Barrientos, Brown, Balch, Fugazi, Nygard, Sakakihara, Vice-Chair Gonzalez and Chair Andersen
No: none
Abstain: none
Recuse: none
Not Present: Members: Morada, Diallo, Del Catancio and Rickman

REGULAR AGENDA

Pursuant to Board direction, any agenda item not started by 9:00 p.m. will be continued to a future meeting unless the Board, by majority vote, elects to hear the item that evening. The Board may also determine an alternate disposition of the item at its discretion.

12. (1:19:58) CEO Report

Howard Chang, CEO, presented the CEO Report and answered questions from the Board. A written version of the report is available in the June 17, 2026 agenda packet.

(1:39:05) Public Comment – Jessica Tovar spoke in favor of increasing the level of collaboration with community-based organizations to facilitate outreach, education, and install completion for electrification programs, and called for the publication of the lessons-learned.

13. (1:46:58) CAC Report

CAC Vice Chair Indira Balkissoon presented the CAC Chair Report on behalf of CAC Chair Mickey Souza, and answered questions from the Board.

The CAC made two recommendations related to the budget item:
Recommendation 1.Since the revenue deficits are not as dire as were projected back in December 2025, the CAC recommends that the BOD approve of the FY2026-2027 annual budget contingent on the restoration of the $10 million to the local development fund.
Recommendation 2.It is recommended that the BOD develop a policy for a minimum dollar amount for local development funding each year based on some percentage of Ava’s net revenues.

A written version of the report is available in the June 17, 2026 agenda packet.

(1:52:07) Public Comment - Alice Sung spoke in support of the CAC’s recommendations regarding the Local Development Fund. Alice Sung stated that much of the remaining funding was already committed and encouraged restoring an additional $10 million for local development projects in the next year's budget.

(1:53:06) Public Comment - CAC Chair Souza reiterated the Community Advisory Committee's recommendation to restore the previously allocated $10 million for the Local Development Fund, stating that the allocation had been removed during the budget deficit and should be reinstated now that the agency's financial position had improved.

(1:53:58) Public Comment - Daniel Franco urged the Board to preserve funding for the Local Development Fund and spoke in support for the budget recommendations advanced by the Local Clean Energy Alliance regarding the Local Development Fund.

14. (1:55:34) FY 2026-2027 Annual Budget (Action Item) R-2026-13
Approve the FY 2026-2027 budget

CEO Howard Chang presented the final proposed FY 2026-2027 budget and answered questions from the board.

Public Comment:

(2:28:50) Avi Wong
(2:29:43) Jessica Tovar
(2:30:44) Brett Andrews
(2:32:06) Margie Lewis
(2:32:57) Daniel Franco
(2:33:45) Alice Sung

Six public comment speakers spoke in support of the Community Advisory Committee's recommendations to restore the previously reduced $10 million allocation to the Local Development Fund and to establish a long-term funding framework for future local development investments. Several speakers also encouraged continued investment in community-based programs, restoration of the grants manager position, and ongoing collaboration with community organizations.

Vice-Chair González motioned to approve the staff recommendation of the FY 2026-2027 Annual Budget, with the understanding that the fall mid-year review will include consideration of restoring Local Development Fund contributions. Member Balch seconded the motion, which was approved 12/0/0/0/6 (yes/no/abstain/recuse/not present):
Yes: Members: Marquez, Jordan, Tregub, Kaur, Roche, Barrientos, Brown, Balch, Nygard, Sakakihara, Vice-Chair González and Chair Andersen
No: none
Abstain: none
Recuse: none
Not Present: Members: Morada, Keng, Diallo, Del Catancio, Rickman and Fugazi

15. **(2:49:44) Prepay Financings (Action Item)** **R-2026-14**
Authorize staff to enter into all agreements necessary to transact and close two to three Prepay Bond transactions

CFO Russell Mills presented the prepay financings item and answered questions from the Board.

There were no speakers for public comment.

Member Barrientos motioned to approve the staff recommendation. Member Tregub seconded the motion, which was approved 13/0/0/0/5 (yes/no/abstain/recuse/not present):
Yes: Members: Marquez, Jordan, Tregub, Kaur, Keng, Roche, Barrientos, Brown, Balch, Nygard, Sakakihara, Vice-Chair González and Chair Andersen
No: none
Abstain: none
Recuse: none
Not Present: Members: Morada, Diallo, Del Catancio, Rickman and Fugazi

16. **(3:03:45) Board Member and Staff Announcements including requests to place items on future Board of Directors Meeting Agendas**

CEO Howard Chang announced two upcoming items: First, an ebike test and ride event will be held in Oakland on June 27th from 11:00 AM to 3:00 PM, where customers will be invited to experience ebikes and explore the agency's rebate program. Second, CEO Chang noted that June 1 marked Ava's eighth anniversary of serving customers.

17. **(3:04:50) Adjourn**
The meeting was adjourned at 9:06pm.

The next Ava Board of Directors meeting will be held on Wednesday, July 15, 2026 at 6pm.

Consent Item 8

To:	Ava Community Energy Authority
From:	Howard Chang, Chief Executive Officer
Subject:	**Contracts Entered Into**
Date:	July 15, 2026

RECOMMENDATION

Accept the CEO’s report on contracts that Ava Community Energy has entered into, as required by the Administrative Procurement Policy, from June 12, 2026 through July 8, 2026.

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Adam Goldstein	June 2026 Purchase Rider	Purchase Rider	Videography services	$35,000	$35,000	2027-06-30	Oakland	California	IC-3027
Afaf Translations LLC	June 2026 Purchase Rider	Purchase Rider	Extend our ability to use Afaf for our language translation needs	$7,500	$7,500	2027-06-30	San Leandro	California	IC-2999
Aiqueous, LLC dba Brillion	April 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Licensing for PowerPath SaaS and professional services as requested; Amendment Purpose: Extend license until 06/30/2027	$14,697	$112,697	2027-06-30	Austin	Texas	IC-2678
Andy Smith, LLC	June 2026 Purchase Rider	Purchase Rider	Provide photography and/or videography services	$35,000	$35,000	2027-06-30	Oakland	California	IC-3019

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Ayala-Bass Law PC	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: litigation-related services; Amendment Purpose: Extend the term by an additional year.	$12,000	$112,000	2027-06-30	San Francisco	California	IC-2948
Bentham Paulos	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: writing strategic news articles and blog posts about Ava's activities, policy positions, and others, as well as maintaining the customer incentive finder; Amendment Purpose: Engage a vendor for writing and communications services.	$50,000	$100,000	2027-06-30	Berkeley	California	IC-2995

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Best Best & Krieger LLP	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Legal matters including commercial contracting, commercial litigation, public works, trademarks, and copyrights; Amendment Purpose: Extend the term by an additional year.	$150,000	$250,000	2027-06-30	Riverside	California	IC-2949
California First Aid and Safety, Inc.	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Provide and stock first aid supplies, lease AED, and host First Aid classes; Amendment Purpose: extend agreement for 1 year	$40,000	$100,000	2027-06-30	San Francisco	California	IC-3029

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Charge Across Town	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Consulting services to support Ava in the go-to-market strategy and launch of the Ava Direct Current Fast Charger network program; Amendment Purpose: Extend our ability to contract with Charge Across Town for an EV test and ride event	$0	$60,000	2027-06-30	San Francisco	California	IC-3007

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Chen Design Associates	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Creative services including Graphic Design, Photography, Videography, and Portable Exhibit Booth Design & Staffing; Amendment Purpose: Continue our ability to use Chen Design Associates for ad hoc design support	$120,000	$640,000	2027-06-30	Oakland	California	IC-3020
Clean Energy Counsel, LLP	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Power procurement legal services; Amendment Purpose: Extend the term by an additional year.	$200,000	$350,000	2027-06-30	San Francisco	California	IC-2950
CONSILIO LLC	June 2026 Purchase Rider	Purchase Rider	legal technology and related consultancy services for Ironclad	$35,000	$35,000	2027-06-12	Washington	District of Columbia	IC-2967

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
CrossCurrents, LLC	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Community-specific consulting services related to Stockton and Lathrop; Amendment Purpose: Extend our consulting relationship with Lee Neves	$18,000	$72,000	2027-06-30	Stockton	California	IC-3011
DataEndure	Quote Number DATQ25623-01	Vendor Purchase Template	Purchase additional licensing for VPN solution (SalesForce) - 12 month licenses	$7,200	$7,200	2027-06-30	Santa Clara	California	IC-2977
DataEndure	Quote Number DATQ25622	Vendor Purchase Template	Renew existing Security Operations Center Subscription and upgrade to XDR Premium.	$24,721.20	$100,000	2027-06-30	Santa Clara	California	IC-2984

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Davis Wright Tremaine	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Consultant will provide legal advice regarding regulatory agencies, represent Ava in proceedings and related advice letter filings, and provided energy tax-related, employment-related, and trademark-related legal services, as well as general litigation support services; Amendment Purpose: Extend the term by an additional year.	$100,000	$220,000	2027-06-30	San Francisco	California	IC-2951

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
DNV Energy, USA, Inc.	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: To support Ava during the Engineering Procurement and Construction agreement negotiation phase; Amendment Purpose: update the expiration date.	$0		2025-08-29	Katy	Texas	IC-2946
Energy and Environmental Economics, Inc.	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Technical energy and regulatory analytical consulting services; Amendment Purpose: Extend the contract by two years and add 100k to NTE for FY 27.	$100,000	$300,000	2028-06-30	San Francisco	California	IC-2940

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Keyes and Fox	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: represent Ava as a part of 3 specific Joint Representation Agreements; provide general regulatory support to Ava and represent Ava in proceeding and related Advice Letter filing with the CPUC; provide support for Ava Power Resources Team and commercial legal support for Ava's long-term offtake agreements and short-term energy and related commodity transactions; Amendment Purpose: Extend the term by an additional year.	$100,000	$250,000	2027-06-30	San Francisco	California	IC-2953

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Mouser Law Firm, APC	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Provide workplace investigation services; Amendment Purpose: Extend the term by an additional year.	$48,000	$96,000	2027-06-30	San Ramon	California	IC-2957

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Nixon Peabody	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Provide legal services related to Ava financial issues, including but not limited to review of credit facilities, issuance of bonds and other financings mechanisms, and financing of office building; Insurance generally; and Third-party bankruptcy related matters; Amendment Purpose: Extend the term by an additional year.	$150,000	$375,000	2027-06-30	Los Angeles	California	IC-2958

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Paul Ferradas	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Photography services; Amendment Purpose: Contract for on-demand photography services for HR and Marketing purposes	$10,000	$20,000	2027-06-30	San Jose	California	IC-3034
Paul Tuller	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Provides graphic design services to the Ava Marketing team; Amendment Purpose: Provides graphic design services to the Ava Marketing team	$60,000	$159,999	2027-06-30	Oakland	California	IC-3017

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Pete Donatello	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Temporary Asana Consultant; Amendment Purpose: Support for project management, collaboration, and process improvements	$81,000	$129,000	2026-12-31	San Francisco	California	IC-3025
PFM Financial Advisors LLC	Financial Services Agreement	Vendor Purchase Template	Financial Advisory services for a prepay bond financing process .	$750,000	$750,000	2027-06-30	Los Angeles	California	IC-2917
Project6 Design, Inc.	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Website design and development services; Amendment Purpose: Continue our website design and maintenance services with Project6	$90,000	$578,000	2027-06-30	Berkeley	California	IC-3015

Counterparty Name	Document Title	Record Type	Contract Purpose	Contract Value	Not To Exceed	Expiration Date	City	State	Ironclad Id
Richards, Watson and Gershon	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: General Counsel services and general legal services; Amendment Purpose: Extend the term by an additional year.	$210,000	$420,000	2027-06-30	San Francisco	California	IC-2954
Wilson, Sonsini, Goodrich and Rosati, P.C.	June 2026 Amendment to the Consulting Services Agreement	Consulting Services Agreement	Contract Purpose: Legal representation Power procurement related, Bankruptcy-related, and employment law matters, as well as privacy-related compliance; Amendment Purpose: Extend the term by an additional year.	$345,000	$1,390,000	2027-06-30	Seattle	Washington	IC-2956

Consent Item 9

To:	Ava Community Energy Authority
From:	John Perkins, Legal Director
Subject:	Legal Services Agreements Approval for Fiscal Year 2026-2027
Date:	July 15, 2026

Summary/Recommendation

Adopt a Resolution authorizing the CEO or designee to negotiate and execute contracts with legal vendors within the legal department budget and Local Development budget, up to $3,690,000 in accordance with the approved budget for Fiscal Year 2026-2027.

Financial Impact

Staff anticipates contract amounts with legal vendors in varying amounts that may exceed $250,000. Staff is seeking approval of a Resolution that would authorize staff to negotiate and execute Agreements with legal vendors for a total amount not to exceed $3,690,000, as budgeted. For reference, the prior year's approval was for $4,113,000 for Fiscal Year 2025-2026.

It is likely that the spend for all legal vendors will be less than $3,690,000, but it would be in Ava's best interest to have those funds available to increase the spend of critical contracts for legal services if necessary.

Analysis and Context

Legal services are an essential function that supports all areas of Ava's operational and strategic priorities. The ability to engage legal counsel as needed, whether through existing relationships or new vendor selection, ensures the legal team can address issues efficiently and with appropriate expertise.

Approval of this Resolution will provide the organization with the flexibility needed to manage legal matters responsibly and within the Board-approved budget, while also streamlining the process to avoid unnecessary delays in securing legal support.

The budget presented to the Board of Directors includes a total of $3,690,000, for legal vendors across the legal and Local Development budgets. Staff is seeking approval to contract with law firms including the following:

- Davis Wright Tremaine, working with Ava since 2017 – Power Procurement; Local Development; Marketing; Legal
- Hall Energy Law, working with Ava since 2019 – Power Procurement
- Keyes and Fox , working with Ava since 2017 – Policy (Compliance); Power Procurement; Local Development
- Meyers Nave, working with Ava since June 2022 – Power Resources; Legal
- Mouser Law Firm, working with Ava since 2025 – Human Resources
- Nixon Peabody, working with Ava since 2017 - Finance; Legal
- Richards, Watson and Gershon, working with Ava since 2017 – General Counsel Services; Legal (Commercial Transactions)
- The Law Offices of Joseph F. Wiedman, working with Ava since 2021 – Policy; Legal
- Wilson Sonsini Goodrich Rosati, working with Ava since 2018 – Power Procurement; Local Development

In addition to the firms listed above staff is seeking approval to contract with any new legal vendors identified and selected through Ava's solicitation process or with an existing relationship with Ava.

Attachments

A. Resolution Authorizing the Chief Executive Officer to Negotiate and Execute Agreements with Selected Law Firms for Fiscal Year 2026-2027

RESOLUTION NO. R-2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH LEGAL VENDORS FOR FISCAL YEAR 2026-2027

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 June 2018, Ava issued a broad legal services RFP to select law firms to provide legal expertise across various staff functions, including legislative and regulatory policy, power procurement, general counsel services, local development, finance, and other areas; and

WHEREAS Ava has previously contracted with the following firms to secure such legal expertise: Braun Blaising Smith Wynne, Davis Wright Tremaine, Hall Energy Law, Jewell Stewart Pratt Beckerson & Carr, Keyes and Fox, Meyers Nave, Mouser Law Firm, Nixon Peabody, Richards, Watson and Gershon, The Law Office of Joseph F. Weidman, and Wilson Sonsini Goodrich Rosati, and

WHEREAS In April 2025, Ava issued a broad legal services RFP soliciting for legal expertise across various staff functions, including banking facilities matters; lines of credit; interest rate swaps; and bond issuance, bankruptcy (third party), commercial contracting, commercial litigation, employment law, insurance, power procurement, privacy, Public Works, taxation (payroll and retail), trademarks, copyright, and marketing-related matters; and

WHEREAS legal support to Ava for Fiscal Year 2026-2027 will include both ongoing engagements and engagement with new vendors and requires timely vendor selection and authorization; and

WHEREAS the approved budget for Fiscal Year 2026-2027 included $3,690,000 for legal services across the legal department budget and the Local Development Budget.

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

Section 1. The CEO or a designee is hereby authorized to negotiate and execute Consulting Services Agreements and any necessary Amendments with firms providing legal services, effective as of June 17, 2026.

Section 2. The Consulting Services Agreements and necessary Amendments may be for varying amounts that exceed $250,000 but the total spend on legal services shall not exceed $3,690,000 through June 30, 2027.

ADOPTED AND APPROVED this 15th of July, 2026.

____

Betsy Andersen, Chair

ATTEST:

____

Adrian Bankhead, Clerk of the Board

Consent Item 10

To:	Ava Community Energy Authority
From:	John Perkins, Legal Director
Subject:	Presenting Updated Exhibits B and C to the Joint Powers Agreement
Date:	July 15, 2026

Summary/Recommendation

This Staff Report presents the Ava Community Energy Joint Powers Agreement (JPA) with updated Exhibits B and C reflecting the 2024 energy load data and resulting weighted voting percentages. Staff recommends that the Board receive and acknowledge the updated JPA as part of the Consent Calendar.

Financial Impact

N/A

Analysis and Context

The Ava Community Energy Joint Powers Agreement (JPA) includes Exhibits B and C, which identify each member agency's annual energy load data and the corresponding weighted voting percentages used for weighted votes under the JPA.

On December 17, 2025, the Board approved amendments to the JPA. While the JPA language was updated at that time, Exhibits B and C were not revised to reflect the 2024 energy load data. Staff has now prepared updated Exhibits B and C using the finalized 2024 load data, resulting in updated weighted voting percentages calculated in accordance with the methodology established by the JPA.

For ease of reference, the attached JPA incorporates the updated Exhibits B and C. No changes have been made to the body of the JPA; the only revisions are to the two exhibits.

Receiving and acknowledging the updated JPA ensures that the JPA's supporting exhibits accurately reflect the current load data and weighted voting percentages before they are referenced in future Board actions that require a weighted vote. This item does not amend the Joint Powers Agreement or modify any Board policy.

Attachments

A. Ava Community Energy Joint Powers Agreement (updated Exhibits B and C)

Ava Community Energy Authority

- Joint Powers Agreement –

Effective December 1, 2016

As amended by Resolution No. 2018-23 dated June 20, 2018
As further amended by Resolution No. 2022-28 dated September 21, 2022
As further amended by Resolution No. 2023-48 dated September 20, 2023
As further amended by Resolution No. 2023-54 dated October 18, 2023
As further amended by Resolution No. 2024-57 dated July 17, 2024
As further amended by Resolution No. 2025-50 dated December 17, 2025

Among The Following Parties:

County of Alameda
County of San Joaquin
City of Albany
City of Berkeley
City of Dublin
City of Emeryville
City of Fremont
City of Hayward
City of Lathrop
City of Livermore
City of Newark
City of Oakland
City of Piedmont
City of Pleasanton
City of San Leandro
City of Stockton
City of Tracy
City of Union City

AVA COMMUNITY ENERGY AUTHORITY

JOINT POWERS AGREEMENT

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

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.

2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse gas emissions.

3. The purposes for the Initial Participants (as such term is defined in Section 1.1.16 below) entering into this Agreement include securing electrical energy supply for customers in participating jurisdictions, addressing climate change by reducing energy related greenhouse gas emissions, promoting electrical rate price stability, and fostering local economic benefits such as jobs creation, community energy programs and local power development. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to State, regional and local solar and wind energy production.

4. The Parties desired to establish a separate public agency, known as the East Bay Community Energy Authority ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq*.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.

5. The Initial Participants each adopted an ordinance electing to implement through the Authority a Community Choice Aggregation program pursuant to California Public Utilities Code Section 366.2 ("CCA Program"). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program.

6. By establishing the Authority, the Parties seek to:

   (a) Provide electricity rates that are lower or competitive with those offered by PG&E for similar products;

(b) Offer differentiated energy options (e.g. 33% or 50% qualified renewable) for default service, and a 100% renewable content option in which customers may "opt-up" and voluntarily participate;

(c) Develop an electric supply portfolio with a lower greenhouse gas (GHG) intensity than PG&E, and one that supports the achievement of the parties' greenhouse gas reduction goals and the comparable goals of all participating jurisdictions;

(d) Establish an energy portfolio that prioritizes the use and development of local renewable resources and minimizes the use of unbundled renewable energy credits;

(e) Promote an energy portfolio that incorporates energy efficiency and demand response programs and has aggressive reduced consumption goals;

(f) Demonstrate quantifiable economic benefits to the region (e.g. union and prevailing wage jobs, local workforce development, new energy programs, and increased local energy investments);

(g) Recognize the value of workers in existing jobs that support the energy infrastructure of Alameda County and Northern California. The Authority, as a leader in the shift to a clean energy, commits to ensuring it will take steps to minimize any adverse impacts to these workers to ensure a "just transition" to the new clean energy economy;

(h) Deliver clean energy programs and projects using a stable, skilled workforce through such mechanisms as project labor agreements, or other workforce programs that are cost effective, designed to avoid work stoppages, and ensure quality;

(i) Promote personal and community ownership of renewable resources, spurring equitable economic development and increased resilience, especially in low income communities;

(j) Provide and manage lower cost energy supplies in a manner that provides cost savings to low-income households and promotes public health in areas impacted by energy production; and

(k) Create an administering agency that is financially sustainable, responsive to regional priorities, well managed, and a leader in fair and equitable treatment of employees through adopting appropriate best practices employment policies, including, but not limited to, promoting efficient consideration of petitions to unionize, and providing appropriate wages and benefits.

(l) The Parties desire to change the name of the agency from East Bay Community Energy Authority to Ava Community Energy Authority.

AGREEMENT

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

ARTICLE 1
CONTRACT DOCUMENTS

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

1.1.1 "AB 117" means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

1.1.2 "Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq*.)

1.1.3 "Agreement" means this Joint Powers Agreement.

1.1.4 "Annual Energy Use" has the meaning given in Section 1.1.23.

1.1.5 "Authority" means the Ava Community Energy Authority established pursuant to this Joint Powers Agreement.

1.1.6 "Authority Document(s)" means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

1.1.7 "Board" means the Board of Directors of the Authority.

1.1.8 "Community Choice Aggregation" or "CCA" means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

1.1.9 "CCA Program" means the Authority's program relating to CCA that is principally described in Sections 2.4 and 5.1.

1.1.10 "Days" shall mean calendar days unless otherwise specified by this Agreement.

1.1.11 "Director" means a member of the Board of Directors representing a Party, including an alternate Director.

1.1.12 "Effective Date" means the date on which this Agreement shall become effective and the Ava Community Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

1.1.13 "Ex Officio Board Member" means a non-voting member of the Board of Directors as described in Section 4.2.2. As a non-voting member, the Ex Officio Board Member will not count towards establishing quorum and may not serve on the Executive Committee of the Board, make or second a motion, or participate in closed session meetings of the Board.

1.1.14 "Implementation Plan" means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

1.1.15 "Initial Costs" means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority's initial formation activities or in support of the negotiation, preparation and approval of power purchase agreements. The Board shall determine the termination date for Initial Costs.

1.1.16 "Initial Participants" means, for the purpose of this Agreement the County of Alameda, the Cities of Albany, Berkeley, Emeryville, Oakland, Piedmont, San Leandro, Hayward, Union City, Fremont, Dublin, and Livermore.

1.1.17 "Operating Rules and Regulations" means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

1.1.18 "Parties" means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.

1.1.19 "Party" means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.1 such that it is considered a member of the Authority.

1.1.20 "Percentage Vote" means a vote taken by the Board pursuant to Section 4.12.1 that is based on each Party having one equal vote.

1.1.21 "Total Annual Energy" has the meaning given in Section 1.1.23.

1.1.22 "Voting Shares Vote" means a vote taken by the Board pursuant to Section 4.12.2 that is based on the voting shares of each Party described in Section 1.1.23 and set forth in Exhibit C to this Agreement. A Voting Shares vote cannot take place on a matter unless the matter first receives an affirmative or tie Percentage Vote in the manner required by Section 4.12.1 and three or more Directors immediately thereafter request such vote.

1.1.23 "Voting Shares Formula" means the weight applied to a Voting Shares Vote and is determined by the following formula:

(Annual Energy Use/Total Annual Energy) multiplied by 100, where (a) "Annual Energy Use" means the annual electricity usage, expressed in kilowatt hours ("kWh"), within the Party's respective jurisdiction and (b) "Total Annual Energy" means the sum of all Parties' Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit B and the initial voting shares are designated in Exhibit C. Both Exhibits B and C shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year subject to the approval of the Board.

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

Exhibit A: List of the Parties

Exhibit B: Annual Energy Use

Exhibit C: Voting Shares

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

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

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

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

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

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

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

2.5.1 to make and enter into contracts, including those relating to the purchase or sale of electrical energy or attributes thereof;

2.5.2 to employ agents and employees, including but not limited to a Chief Executive Officer and General Counsel;

2.5.3 to acquire, contract, manage, maintain, and operate any buildings, works or improvements, including electric generating facilities;

2.5.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;

2.5.5 to lease any property;

2.5.6 to sue and be sued in its own name;

2.5.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 *et seq*. and authority under the Act;

2.5.8 to form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs at the lowest possible cost consistent with the Authority's CCA Program implementation plan, risk management policies, or to take advantage of legislative or regulatory changes;

2.5.9 to issue revenue bonds and other forms of indebtedness;

2.5.10 to apply for, accept, and receive all licenses, permits, grants, loans or other assistance from any federal, state or local public agency;

2.5.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.5.12 to adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority ("Operating Rules and Regulations");

2.5.13 to make and enter into service, energy and any other agreements necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services; and

2.5.14 to negotiate project labor agreements, community benefits agreements and collective bargaining agreements with the local building trades council and other interested parties.

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

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

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

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

ARTICLE 3
AUTHORITY PARTICIPATION

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

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

ARTICLE 4
GOVERNANCE AND INTERNAL ORGANIZATION

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

4.2 Appointment of Directors. The Directors shall be appointed as follows:

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

4.2.2 The Board shall also include one non-voting ex officio member as defined in Section 1.1.13 ("Ex Officio Board Member"). The Chair of the Community Advisory Committee, as described in Section 4.9 below, shall serve as the Ex Officio Board Member. The Vice Chair of the Community Advisory Committee shall serve as an alternate Ex Officio Board Member when the regular Ex Officio Board Member is absent from a Board meeting.

4.2.3 The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.12 may include rules regarding Directors, such as meeting attendance requirements. No Party shall be deprived of its right to seat a Director on the Board.

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

4.4 **Quorum**. A majority of the Directors of the entire Board shall constitute a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law. For the purpose of calculating quorum, the number of Directors of the entire Board shall be equal to the number of Parties to the Agreement, regardless of whether all Parties have appointed a Director.

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

4.5.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

4.5.2 The hiring of a Chief Executive Officer and General Counsel.

4.5.3 The appointment or removal of an officer.

4.5.4 The adoption of the Annual Budget.

4.5.5 The adoption of an ordinance.

4.5.6 The initiation of resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel, on behalf of the Authority, may intervene in, become party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board. The Board shall adopt Operating Rules and Regulations governing the Chief Executive Officer and General Counsel's exercise of authority under this Section 4.5.6.

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

4.5.8 Termination of the CCA Program.

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

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

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

4.9 **Community Advisory Committee**. The Board shall establish a Community Advisory Committee consisting of members and alternates appointed by the Board of Directors, none of whom may be voting members of the Board. An alternate may take the place of a Community Advisory Member when a Community Advisory Committee member cannot attend a meeting. The size, structure, and procedures of the Committee will be set by the Board in the Community Advisory Committee Guide. The function of the Community Advisory Committee shall be to advise the Board of Directors on all subjects related to the operation of the CCA Program as set forth in a work plan adopted by the Board of Directors from time to time, with the exception of personnel and litigation decisions. The Community Advisory Committee is advisory only, and shall not have decision making authority, or receive any delegation of authority from the Board of Directors. The Board shall publicize the opportunity to serve on the Community Advisory Committee and shall appoint members of the Community Advisory Committee and Alternates from those individuals expressing interest in serving, and who represent a diverse cross-section of interests, skill sets and geographic regions. A member or

Alternate of the Community Advisory Committee may be removed by the Board of Directors by majority vote. The Board of Directors shall determine whether the Community Advisory Committee members will receive a stipend or be entitled to reimbursement of expenses.

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

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

4.12 <u>Board Voting</u>.

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

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

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

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

4.14 **Officers**.

4.14.1 **Chair and Vice Chair**. Prior to the end of the fiscal year, the Directors shall elect, from among their regular members, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The newly elected Chair and Vice Chair shall commence serving in those capacities on July 1 or such date as the Board may choose and shall serve until they are replaced. Subject to the remainder of this provision, the following apply to the role of the Chair and to the role of the Vice Chair: (A) the term of service shall be one year; (B) where a director has served two consecutive terms in a given role, that director may not serve a third consecutive term in the same role, however, (C) the total number of terms a Director may serve as Chair or Vice Chair is not limited. If the Board changes the date on which the Chair or Vice Chair commences serving, the sitting Chair or Vice Chair shall continue to serve until such date, and such time shall not be deemed an additional term or portion thereof. The office of either the Chair or Vice Chair shall be declared vacant and the Board shall make a new selection if: (a) the person serving dies, resigns, or ceases to be a member of the governing body of a Party that person represents, except if the person is continuing to serve on the Board after that person no longer serves on the governing body in conformance with section 4.2.1; (b) the Party that the person represents removes the person as its representative on the Board, or (c) the Party that the person represents withdraws from the Authority pursuant to the provisions of this Agreement.

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

4.14.3 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. The same person may not simultaneously hold both the office of Treasurer and the office of the Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made annually by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depositary of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested, the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

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

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

ARTICLE 5
IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Implementation of the CCA Program.

5.1.1 Enabling Ordinance. Prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code

Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

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

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

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

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

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

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

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

ARTICLE 6
FINANCIAL PROVISIONS

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

6.2 **Depository**.

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

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

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

6.3 **Budget and Recovery Costs**.

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

6.3.2 **Funding of Initial Costs**. The County shall fund the Initial Costs of establishing and implementing the CCA Program. In the event that the CCA Program becomes operational, these Initial Costs paid by the County and any specified interest shall be included in the customer charges for electric services to the extent permitted by law, and the County shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County shall not be entitled to any reimbursement of the Initial Costs.

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

ARTICLE 7
WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 **General Right to Withdraw**. A Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

7.1.2 **Withdrawal Following Amendment**. Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement provided that the requirements of this Section 7.1.2 are strictly followed. A Party shall be deemed to have withdrawn its membership in the Authority effective 180 days after the Board approves an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board.

7.1.3 **The Right to Withdraw Prior to Program Launch**. After receiving bids from power suppliers for the CCA Program, the Authority must provide to the Parties a report from the electrical utility consultant retained by the Authority comparing the Authority's total estimated electrical rates, the estimated greenhouse gas emissions rate and the amount of estimated renewable energy to be used with that of the incumbent utility. Within 30 days after receiving this report, through its City Manager or a person expressly authorized by the Party, any Party may immediately withdraw its membership in the Authority by providing written notice of withdrawal to the Authority if the report determines that any one of the following conditions exists: (1) the Authority is unable to provide total electrical rates, as part of its baseline offering to customers, that are equal to or lower than the incumbent utility, (2) the Authority is unable to provide electricity in a manner that has a lower greenhouse gas emissions rate than the incumbent utility, or (3) the Authority will use less qualified renewable energy than the incumbent utility. Any Party who withdraws from the Authority pursuant to this Section 7.1.3 shall not be entitled to any refund of the Initial Costs it has paid to the Authority prior to the date of withdrawal unless the Authority is later terminated pursuant to Section 7.3. In such event, any Initial Costs not expended by the Authority shall be returned to all Parties, including any Party that has withdrawn pursuant to this section, in proportion to the contribution that each made. Notwithstanding anything to the contrary in this Agreement, any Party who withdraws pursuant to this section shall not be responsible for any liabilities or obligations of the Authority after the date of withdrawal, including without limitation any liability arising from power purchase agreements entered into by the Authority.

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

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

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

ARTICLE 8
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

The County of Alameda

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

With a copy to:

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

if to [PARTY No. ____]

Office of the City Clerk

____

____

Office of the City Manager/Administrator

____

____

Office of the City Attorney

____

____

if to [PARTY No._____]

Office of the City Clerk

____

____

Office of the City Manager/Administrator

____

____

Office of the City Attorney

____

____

ARTICLE 9
SIGNATURE

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

By: ________________________________

Name: ______________________________

Title: _______________________________

Date: _______________________________

Party: ______________________________

ARTICLE 9
SIGNATURE

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

By: Scott Haggerty

Name: Scott Haggerty

Title: Board President

Date: January 4, 2017

Party: County of Alameda

APPROVED AS TO FORM:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: Andrea Weddle

Andrea L. Weddle
Chief Assistant County Counsel

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

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

if to [PARTY No. ____]

Office of the City Clerk
Eileen Harrington, Deputy
Eileen Harrington 12/2/16

Office of the City Manager/Administrator
Penelope Crumpley

Office of the City Attorney
Craig Labadie
Craig Labadie

if to [PARTY No._____]

Office of the City Clerk

____

____

Office of the City Manager/Administrator

____

____

Office of the City Attorney

____

____

ARTICLE 9
SIGNATURE

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

By: D. Williams-Ridley

Name: Dee Williams-Ridley

Title: City Manager

Date: December 1, 2016

Party: City of Berkeley

APPROVED AS TO FORM

By Michael Woo
CITY ATTORNEY FOR THE
CITY OF BERKELEY

Registered by:

Ann-Marie Hogan
City Auditor

ATTEST for the City of Berkeley

City Clerk

With a copy to:

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

if to [PARTY No. ____]

City of Dublin
City Manager
100 Civic Plaza
Dublin, CA 94568

Meyers Nave
City Attorney
555 12th Street, Suite 1500
Oakland, CA 94607

if to [PARTY No._____]

Office of the City Clerk

____
____

Office of the City Manager/Administrator

____
____

Office of the City Attorney

____
____

ARTICLE 9
SIGNATURE

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

By: ______________________________
Christopher L. Foss, City Manager
City of Dublin

Date: 12/1/16

Party: ______________________________

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

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

if to: City of Emeryville

Office of the City Clerk
1333 Park Avenue
Emeryville, CA 94608

Office of the City Manager
1333 Park Avenue
Emeryville, CA 94608

Office of the City Attorney
1333 Park Avenue
Emeryville, CA 94608

if to [PARTY No._____]

Office of the City Clerk

____
____

Office of the City Manager/Administrator

____
____

Office of the City Attorney

____
____

ARTICLE 9
SIGNATURE

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

By: Carolyn Lehr
Name: Carolyn Lehr
Title: City Manager
Date: 12-1-16
Party: City of Emeryville

APPROVED AS TO FORM:

Michael Guina
Michael A. Guina, City Attorney

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

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

if to [PARTY No. ____]

City of Fremont

Office of the City Clerk
3300 Capitol Ave., Building A
Fremont, CA 94538

Office of the City Manager/Administrator
3300 Capitol Ave., Building A
Fremont, CA 94538

Office of the City Attorney
3300 Capitol Ave., Building A
Fremont, CA 94538

if to [PARTY No._____]

Office of the City Clerk

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____

Office of the City Manager/Administrator

____
____

Office of the City Attorney

____
____

ARTICLE 9
SIGNATURE

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

By: ______________________

Name: Jessica von Borck

Title: Assistant City Manager

Date: 12-1-16

Party: ______________________

APPROVED AS TO FORM:

Debra S. Margolis
Assistant City Attorney

The County of Alameda

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

With a copy to:

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

City of Hayward

Office of the City Manager
City of Hayward
777 B Street
Hayward, CA 94541

With a copy to:

Office of the City Attorney
City of Hayward
777 B Street
Hayward, CA 94541

ARTICLE 9
SIGNATURE

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

CITY OF HAYWARD, A Municipal Corporation

Date of Approval: 12/16/2016

Kelly McAdoo, City Manager

ATTEST:
Miriam Lens, City Clerk

APPROVED AS TO FORM

for
Michael Lawson, City Attorney

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

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

if to City of Livermore

City Clerk's Office
1052 South Livermore Avenue
Livermore, CA 94550

With a copy to:

Public Works Department
Attn: Public Works Manager
3500 Robertson Park Road
Livermore, CA 94550

ARTICLE 9
SIGNATURE

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

By: ______________________

Name: Marc Roberts

Title: City Manager

Date: 1/4/2017

Party: City of Livermore

APPROVED AS TO FORM:

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

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

if to [PARTY No. ____]

Office of the City Clerk
1 FRANK H. OGAWA PLAZA
OAKLAND, CA 94612

Office of the City ~~Manager~~/Administrator
1 FRANK H. OGAWA PLAZA
OAKLAND, CA 94612

Office of the City Attorney

____
____

if to [PARTY No._____]

Office of the City Clerk

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____

Office of the City Manager/Administrator

____
____

Office of the City Attorney

____
____

ARTICLE 9
SIGNATURE

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

By: Claudia Cappio for SBL

Name: CLAUDIA CAPPIO

Title: ASST CITY ADMINISTRATOR

Date: 12/27/16

Party: CITY OF OAKLAND

ARTICLE 9
SIGNATURE

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

By: [illegible signature]

Name: Jeffrey Wieler

Title: Mayor

Date: 12/19/16

Party: City of Piedmont

force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

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

The County of Alameda

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

With a copy to:

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

if to the City of San Leandro

Office of the City Clerk
835 East 14th Street
San Leandro, CA 94577

Office of the City Manager/Administrator
835 East 14th Street
San Leandro, CA 94577
Office of the City Attorney
835 East 14th Street
San Leandro, CA 94577

ARTICLE 9
SIGNATURE

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

CITY OF SAN LEANDRO

Chris Zapata, City Manager

Attest:

Tamika Greenwood, City Clerk

Approved as to Form:

for

Richard D. Pio Roda, City Attorney

224 West Winton Ave.
Hayward, CA 94612

With a copy to:

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

if to The City of Union City [PARTY No. 12]

Office of the City Clerk

Anna M. Brown, City Clerk
34009 Alvarado-Niles Road
Union City, CA 94587

ARTICLE 9
SIGNATURE

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

By: ______________________

Name: Mark Evanoff

Title: Deputy City Manager

Date: December 5, 2016

Party: The City of Union City

East Bay Community Energy (EBCE)
1999 Harrison Street, Suite 800
Oakland CA 94612

if to Newark

Office of the City Clerk
37101 Newark Boulevard
Newark, CA 94560

Office of the City Manager/Administrator
37101 Newark Boulevard
Newark, CA 94560

Office of the City Attorney
37101 Newark Boulevard
Newark, CA 94560

ARTICLE 9
SIGNATURE

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

By: ______________________

Name: David J. Benoun

Title: City Manager

Date: November 18, 2019

Party: CITY OF NEWARK

ARTICLE 9
SIGNATURE

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

CITY OF PLEASANTON, a municipal corporation

Date: November 21, 2019

Nelson Fialho, City Manager

ATTEST: Karen Diaz, City Clerk

APPROVED AS TO FORM:

for Daniel G. Sodergren, City Attorney

ARTICLE 9
<u>SIGNATURE</u>

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

By: ______________________
Name: Robert Rickman
Title: Mayor
Date: 11-7-19
Party: City of Tracy

APPROVED AS TO FORM

____
Leticia Ramirez, City Attorney

ATTEST

____
Adrianne Richardson, City Clerk

ARTICLE 9
SIGNATURE

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

By: Harry Black

Name: Harry Black

Title: City Manager

Date: 9/16/22

Party: City of Stockton

ATTEST:
for CLERK OF THE CITY OF STOCKTON
By [signature]

STOCKTON FOUNDED JUNE 1849 ★ INCORPORATED JULY 1850 ★

APPROVED AS TO FORM AND CONTENT
By [signature]
City Attorney

if to: City of Lathrop

Office of the City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Office of the City Manager
390 Towne Centre Drive
Lathrop, CA 95330

Office of the City Attorney
390 Towne Centre Drive
Lathrop, CA 95330

With a copy to:

Department of Public Works
39o Towne Centre Drive
Lathrop, CA 95330

ARTICLE 9
SIGNATURE

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

CITY OF LATHROP,
A California municipal corporation of the
State of California

By: ______________________ 7.21.23
Stephen J. Salvatore Date
City Manager

ATTEST:
City Clerk of and for the City
of Lathrop, State of California

By: ______________________ 7/21/23
Teresa Vargas Date
City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By: ______________________ 7-18-2023
Salvador Navarrete Date
City Attorney

ARTICLE 9
SIGNATURE

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

By: ______________________

Name: Miguel A. Villapudua

Title: Chairman

Date: 6/26/2024

Party: County of San Joaquin

Approved as to Form
EDWARD KIERNAN
County Counsel

By______________________
Deputy County Counsel

EXHIBIT A
LIST OF THE PARTIES

This Exhibit A is effective as of December 17, 2025.

County of Alameda
County of San Joaquin
City of Albany
City of Berkeley
City of Dublin
City of Emeryville
City of Fremont
City of Hayward
City of Lathrop
City of Livermore
City of Newark
City of Oakland
City of Piedmont
City of Pleasanton
City of San Leandro
City of Stockton
City of Tracy
City of Union City

EXHIBIT B
ANNUAL ENERGY USE

This Exhibit B is effective as of December 17, 2025

Party	**kWh (2024*)**
Albany	47,328,736
Berkeley	405,763,449
Dublin	254,749,079
Emeryville	175,570,719
Fremont	1,209,043,313
Hayward	702,211,403
Lathrop	209,113,708
Livermore	431,255,124
Newark	242,105,545
Oakland	1,840,129,553
Piedmont	27,419,798
Pleasanton	395,993,799
San Leandro	393,210,161
Stockton	1,236,485,517
Tracy	444,764,347
Union City	259,028,074
Unincorporated Alameda County	425,503,966
Unincorporated San Joaquin County	1,060,037,208
Total	9,759,713,499

*All data provided by PG&E

EXHIBIT C
VOTING SHARES

This Exhibit C is effective as of December 17, 2025

.

Party	kWh (2024*)	Voting Shares Section 4.12.2
Albany	47,328,736	0.5%
Berkeley	405,763,449	4.2%
Dublin	254,749,079	2.6%
Emeryville	175,570,719	1.8%
Fremont	1,209,043,313	12.4%
Hayward	702,211,403	7.2%
Lathrop	209,113,708	2.1%
Livermore	431,255,124	4.4%
Newark	242,105,545	2.5%
Oakland	1,840,129,553	18.9%
Piedmont	27,419,798	0.3%
Pleasanton	395,993,799	4.1%
San Leandro	393,210,161	4.0%
Stockton	1,236,485,517	12.7%
Tracy	444,764,347	4.6%
Union City	259,028,074	2.7%
Unincorporated Alameda County	425,503,966	4.4%
Unincorporated San Joaquin County	1,060,037,208	10.9%
Total	9,759,713,499	100.0%

*All data provided by PG&E

Consent Item 11

To:	Ava Community Energy Authority
From:	JP Ross, VP Local Development
Subject:	Approving a resolution authorizing the CEO to negotiate and execute an Agreement with UC Berkeley to support the Oakland EcoBlock Project
Date:	July 15, 2026

Summary/Recommendation

Approve a resolution authorizing the Chief Executive Officer to enter into an Agreement with the University of California, Berkeley for the EcoBlock neighborhood electrification project (the “project”) for an amount not to exceed $150,000 to close a critical funding gap, complete building electrification for participating Ava customers, and advance Ava's decarbonization and local development goals.

Financial Impact

Approval would authorize a grant of up to $150,000 from the Community Grant Funds. This grant aligns with Ava's Community Empowerment and Research & Innovation grant category.

Analysis and Context

EcoBlock is a first-of-its-kind neighborhood-scale electrification and resilience demonstration project led by the California Institute for Energy and Environment (CIEE) at the University of California, Berkeley, in partnership with the City of Oakland and community members in Oakland's Fruitvale District. This pilot research project will retrofit 25 units (24 residential and one commercial) across 15 properties with building electrification, rooftop solar, and resilience improvements designed to create a scalable model for neighborhood decarbonization.

The pilot neighborhood is racially and economically diverse and is located within an AB 1550 Low-Income Community and within one-half mile of an SB 535 Disadvantaged Community. Nearly all participating homes were built before 1910 and largely uninsulated, with many relying on natural gas wall furnaces.

To date, EcoBlock has secured more than $8.3 million in public and philanthropic funding, which have funded most of the major project improvements, including air sealing, insulation, electrification of space and water heating, upgraded electrical panels for all 25 units, rooftop solar installations on 15 participating properties, and stormwater and urban greening improvements.

However, during final project implementation, the project experienced an unexpected funding gap of approximately $113,000. This shortfall occurred after a state grant program exhausted its available rebate funding, which EcoBlock was relying on to complete the remaining electrification work. Staff recommends awarding a grant of up to $150,000 to UC Berkeley to cover the project's funding shortfall.

The Ava grant will directly support induction-related improvements, including induction ranges, induction cooktops, electrical circuit upgrades, induction-compatible cookware, and other electric appliance installations. The grant is expected to directly benefit 15 participating households, six of which are on the low-income CARE rate. Twelve households will receive additional electrification work, while three households will receive induction-compatible cookware. Once completed Ecoblock participants will have the option to discontinue natural gas service.

Additionally, Ava has participated on the EcoBlock Technical Advisory Committee during project development. The project will provide Ava with valuable insight to inform future collaborations with local governments, community-based organizations, and research institutions.

Attachments

A. Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the Chief Executive Officer to Negotiate and Execute a Grant Agreement with the University of California, Berkeley for the EcoBlock Project

RESOLUTION NO. R-2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE A GRANT AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, BERKELEY FOR THE ECOBLOCK PROJECT

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; and

WHEREAS, the EcoBlock Project is a neighborhood-scale electrification and resilience demonstration project led by the California Institute for Energy and Environment at the University of California, Berkeley, in partnership with the City of Oakland and community members in Oakland's Fruitvale District; and

WHEREAS, EcoBlock has secured more than $8.3 million in public and philanthropic funding and has completed substantial building electrification and energy improvements but requires additional funding to complete the remaining electrification work after anticipated rebate funding became unavailable; and

WHEREAS, Ava desires to enter into an Agreement with the University of California, Berkeley for an amount not to exceed $150,000 to provide funding for the EcoBlock Project; and

WHEREAS, providing grant funding for the EcoBlock Project advances Ava's strategic goals by supporting building electrification, reducing greenhouse gas emissions, and demonstrating innovative neighborhood-scale decarbonization strategies within Ava's service territory.

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

Section 1. The Board of Directors authorizes the Chief Executive Officer, in consultation with staff and legal counsel, to negotiate and execute an Agreement with the University of California, Berkeley, for the EcoBlock Project.

Section 2. The total amount of the Agreement shall not exceed One Hundred Fifty Thousand Dollars ($150,000).

ADOPTED AND APPROVED this 15th day of July, 2026.

Betsy Andersen, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

CEO Report Item 13

TO: Ava Community Energy Board of Directors

FROM: Howard Chang, Chief Executive Officer

SUBJECT: **CEO Report (Informational Item)**

DATE: July 15, 2026

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

Executive Committee Meeting
An Executive Committee meeting was held on Wednesday, July 1, 2026. Members received a preview of the FY 2025-2026 audit process and an overview of the Integrated Resource Planning (IRP) process. The next Executive Committee meeting will be held on Wednesday, September 2, 2026 at 3 pm.

Rate Comparison Mailer Update

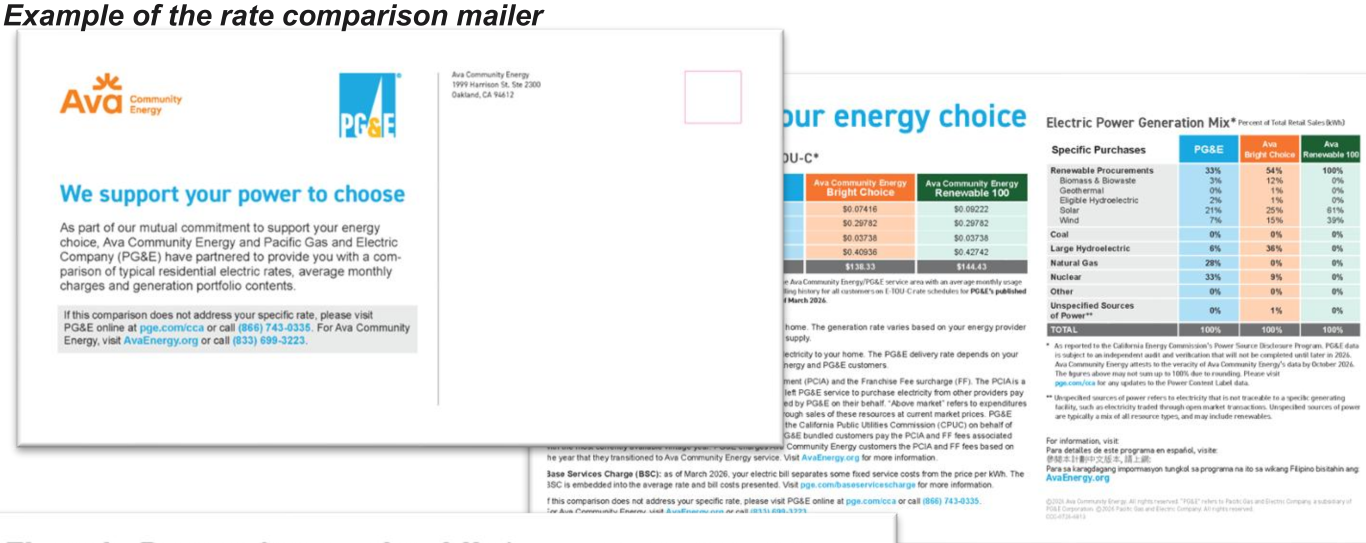
A rate comparison mailer, technically called the Joint Rate Mailer (JRM), is a required customer communication, which is sent once a year as a joint effort of Ava and PG&E. It is required by the CPUC in a prescribed template. The rate comparison mailer includes a rate cost comparison of standard PG&E, Bright Choice, and Renewable 100 services for five different rate tariffs: ETOUC (Residential), B1 (Small Commercial), B19S (Large Commercial) and either ETOUC or E1 CARE (Residential Income Qualified Discount). The mailer also includes a comparison of the power content between PG&E and Ava Community Energy for calendar year 2025. The annual rate comparison was mailed and emailed to all current customers at the end of June.

Ava created two groups based on PCIA vintage years 2018 and 2025. Customers in unincorporated San Joaquin County received the vintage 2025 versions and E1 CARE while all other customers received the vintage 2018 version and ETOUC CARE. There is a significant difference between these vintage PCIA fees – vintage 2025 PCIA being about negative 1 cent and vintage 2018 being about positive 3.5 cents. Therefore, it was in the interest of providing the most accurate information to customers that Ava issued two groups by vintage for this year's rate comparison mailer.

Copies of all rate comparison mailers can be found on our Key Documents page: https://avaenergy.org/about-ava/key-documents/

Additional information explaining the rate comparison mailer can be found on our Insights page: https://avaenergy.org/insight/ava-and-pges-annual-rate-comparison-mailer/

Example of the rate comparison mailer



Electric Power Generation Mix* Percent of Total Retail Sales (kWh)

Specific Purchases	PG&E	Ava Bright Choice	Ava Renewable 100
Renewable Procurements	**33%**	**54%**	**100%**
Biomass & Biowaste	3%	12%	0%
Geothermal	0%	1%	0%
Eligible Hydroelectric	2%	1%	0%
Solar	21%	25%	61%
Wind	7%	15%	39%
Coal	**0%**	**0%**	**0%**
Large Hydroelectric	**6%**	**36%**	**0%**
Natural Gas	**28%**	**0%**	**0%**
Nuclear	**33%**	**9%**	**0%**
Other	**0%**	**0%**	**0%**
Unspecified Sources of Power**	**0%**	**1%**	**0%**
TOTAL	**100%**	**100%**	**100%**

	PG&E	Ava Community Energy Bright Choice	Ava Community Energy Renewable 100
Generation Rate ($/kWh)	$0.12128	$0.07416	$0.09222
PG&E Delivery Rate ($/kWh)	$0.29782	$0.29782	$0.29782
PG&E PCIA/FF ($/kWh)	-$0.00918	$0.03738	$0.03738
Total Electricity Cost ($/kWh)	$0.40992	$0.40936	$0.42742
Average Monthly Bill ($)	**$138.52**	**$138.33**	**$144.43**

New Web Content

Ava regularly publishes educational content on our website to help customers understand their energy choices, navigate their bills, and participate in our programs. Below is a curated list of recent content. For additional resources, visit AvaEnergy.org/insights.

Title	Link	Description
Ava and PG&E's Annual Rate Comparison Mailer	*https://avaenergy.org/insight/ava-and-pges-annual-rate-comparison-mailer/*	Explanation of annual communication sent to all eligible customers about their service plan options
PSPS Events: What They Are and How To Prepare	*https://avaenergy.org/insight/psps-events-what-they-are-and-how-to-prepare/*	Explanation of Public Safety Power Shutoff (PSPS) events, including Ava vs. PG&E's role in them
Battery Options for Your Home Solar System	*https://avaenergy.org/insight/battery-options-for-your-home-solar-system/*	Overview of different battery system types and set-ups

Energy Prepay Transactions Update

Last month the Board approved Ava entering into two prepay transactions. Just after receiving CCCFA approval, the market was in an optimal condition for us to immediately enter the market the next day. On June 26, our underwriters at Morgan Stanley successfully priced the first prepay bonds and the sale closed on July 9, providing exceptional results.

Market conditions were very favorable; thus, we increased the amount of bonds offered to the $1.25 billion maximum approved. Morgan Stanley obtained $2.2 billion of orders overall. This allowed us to improve yields by 2 basis points and increase our savings better than expectations. The transaction resulted in Ava locking in a 13.9% discount on 5,100,624 MWh's over the next 10 years providing an estimated $88.1 million in cash flow savings.

Power deliveries on this prepay will begin in November 2026 and will provide savings of $2.6 million in the 2026-27 fiscal year. Volumes will continue to ramp up and provide $7.7 million in the 2027-28 fiscal year and then approximately $9.6 million per year for the remaining 8 years, until the Series 2026F bonds need to be repriced and savings levels redetermined.

We will keep the Board informed of progress on the second transaction, which is nearing a point that we will be in a position to sell those bonds.

Ava in the Community - July

To raise awareness of Ava's service, support our community, and connect customers to our offerings, Ava sponsors and staffs events throughout our service territory all year long. Additionally, we also deliver presentations to community groups. Below is a list of upcoming events we'll be attending between 7/15 and 8/31. Learn more at https://avaenergy.org/about-ava/meetings-events/events/

Date	Event	Type	Location
7/18/2026	Family Fun Festival	Tabling and Sponsoring	Stockton
7/24/2026	Dublin Leprechauns vs Bakersfield	Tabling and Sponsoring	Dublin
7/31/2026	Stockton Ports vs. Lake Elsinore	Tabling and Sponsoring	Stockton
8/1/2026	San Leandro Induction Cooking Demo	Tabling	San Leandro
8/1-8/2/2026	Fremont Festival of the Arts	Tabling and Sponsoring	Fremont
8/2/2026	Oakland Ballers vs RedPocket Mobiles	Tabling and Sponsoring	Oakland
8/8/2026	Hack the Town	Sponsoring	Oakland
8/23/2026	Tri-City Ecology Center Volunteer Picnic	Tabling	Fremont
8/29/2026	Black August Arc of Liberation	Sponsoring	Oakland
8/29/2026	Hidden Jewels Unleashed	Sponsoring	Hayward
8/29/2026	Oakland Roots Back to School Night	Tabling and Sponsoring	Oakland

<u>Fremont Non-Residential Customer Transition to Renewable 100</u>

Staff is preparing for Fremont's non-residential (commercial) transition from Bright Choice to Renewable 100 in August. Customer outreach is progressing well, with just over 20% of eligible load (approximately 250 customers) electing to remain on Bright Choice. Eligible load refers to customers who are currently enrolled with Ava and receiving service under our Bright Choice option. These customer elections indicate that customers are receiving the information they need to make informed choices about their service options.

Customers have until July 23 to request to remain on Bright Choice and avoid being automatically transitioned to Renewable 100 in August. Requests may be submitted through Ava's online webform, by phone, or by email.

In addition to direct outreach to the City's largest commercial customers, outreach has included a marketing toolkit for City staff, information in the City's *Climate Ready Fremont* newsletter, participation in the June 18 *Future of Fremont* event, a July 8 customer webinar, and a presentation at the July 9 Economic Development Advisory Commission meeting.

The first customer notice is currently being distributed by mail and email. A second notice will be sent in August–September after customers have transitioned to Renewable 100, reminding them that they may return to Bright Choice at any time.

Local Development Update

Ava had previously been awarded a grant from the California Energy Commission (CEC) to develop a Medium- and Heavy-Duty Zero-Emission Vehicle Infrastructure Blueprint, and earlier this year the CEC released a follow-up solicitation for implementing those previously developed Blueprints. Ava and Prologis worked together on a proposal to that solicitation, which has been awarded $8M in CEC grant funding. Prologis is also committing over $22M in match funding and will lead the implementation to install and own a total of at least 12 MW of charging capacity to serve medium- and heavy-duty EVs that utilize a Prologis logistics facility in Tracy

Program Name	Status	Description	Key Metrics	Key Upcoming Activities
Planning				
Customer Programs Roadmap	In Development	Define Ava's customer programs roadmap for 2027-2032	N/A	Staff plans to bring a revised proposal and timeline to the September Board meeting
Transportation Electrification				
Ava Charge	Operational	Developing EV fast charging sites on City lots and garages across Ava's service territory with a focus on locating near multi-family dwellings	Oakland City Center West garage with 31 chargers is now in operation	Ava's contracted counterparty, Calibrant Energy, has notified Ava of a likely change and a delay in project installation.
Ava SmartHome Charging	Operational	Program to shift home EV charging away from peak hours while helping customers lower their cost of home EV charging.	>2,700 EVs enrolled, Virtual Power Plant performance metrics are being met	Identifying additional channels to enroll more customers in the Program
Ava Bike Electric	Operational	Program to provide incentives for customers to purchase electric bikes, CARE customers receive higher incentives and 40% of allocated funds	Over 26,000 applications received, 5,783 e-bikes purchased from 29 participating bike shops. 55% of rebate funding has been for CARE customers	Staff recommending an additional year and $2M in funding for the Program at the July Board meeting
Building Electrification				
Health-e Communities Pilot	Closed	Direct installation program to replace gas stoves with induction for CARE customers and complete indoor air quality monitoring to evaluate air quality impacts.	Installed 162 induction cooktops	Ava has closed the program and is evaluating energy and bill impacts to customers and drafting a white paper to share learnings among key stakeholders.

Building Efficiency Accelerator	Closed	CPUC funded program to complete energy efficiency and building electrification projects on commercial and industrial customers, like LED lighting and heat pump water heaters	On target to reduce consumption by 12.8 GWh, 14 customers engaged in 100 unique projects	Program enrollment ended April 2026, Ava now evaluating energy savings for CPUC reporting
SolarApp Heat Pump Water Heater (HPWH) permitting	Canceled	Contract with SolarApp to add heat pump water heaters to their online permitting application	SolarApp will deliver lessons learned from permitting departments, HPWH installers, and manufacturers on the value of expedited permitting	Contract cancelled due to Federal withdrawal of IRA funding and SolarApp needing to focus on core solar permitting business
Heat Pump Water Heater Market Support	In Development	Programs to support Heat Pump Water Heater installations and market development	TBD based on implementation timing of Air District Regulations	Staff developing program proposals for heat pump water heater permit streamlining, workforce development, and customer incentives
Resilience				
Critical Municipal Facilities	In Development	Program to provide resilience on critical municipal sites. Eight projects across four cities will provide bill savings	Installing eight projects across four Cities totaling 258kW of PV and 1.34MWh of batteries generating 778,000 kWh of clean energy in year one.	All 7 NEM2.0 projects have received electrical sign-off. Projects will become operational in August/September. Ava coordinating trainings with Staff for operational readiness and preparing to bill participants. Planning ribbon cuttings with staff.
SmartHome Battery	Operational	Program to provide $11.25M in upfront and ongoing incentives for residential solar and storage projects	Manage 21MW of solar paired batteries for residential and low income customers.	39 projects totaling 450kWh of BESS capacity have been enrolled. Ava has completed the first dispatch of assets.
Community Resilience Hubs	Operational	Provide $5.75M in funding for Technical Assistance and incentives for the development of Community serving Resilience Hubs	Provide technical assistance for up to 50 Resilience Hubs sites and provide incentives for Resilience Hubs	Currently providing Technical Assistance to cohort of 14 sites that will be eligible to apply for an incentive this summer. Additional sites can enroll in Technical Assistance.

Community Grants				
Community Grant Program	Operational	$8M budgeted for Community Grants to work with Community Based Organizations across four strategic focus areas	Award ~24 grants through 2033	Staff hosted Community Grants public workshop to solicit ideas for next round of community grants. Staff compiling results and will develop next round of grant RFPs for issuance in 2026 with community input
EV Charging	Operational	Provided grants to local non-profits to install up to twelve level 2 EV chargers at multiple places of worship	Two grants of $300k over 3 years to Green the Church and Interfaith Power and light to install community owned EV chargers	Green the Church has installed their first project at Glad Tidings Church in Hayward. Both grantees continue to work on identifying sites
Youth Training	Operational	Empowering young individuals through education and exposure to employment opportunities and hands-on training in clean energy technologies through	Two grants of $300k over 3 years to Rising Sun and AGAPE to train over 150 youth in electrification and clean energy trades	Students are beginning to matriculate into the job market. Rising Sun is developing an online jobs platform to help graduates find work in the trades.
Community Resilience Hubs	Operational	Emerald Cities Collaborative	Grant of $350k over 2 years, ECC has completed three community workshops with over 170 participants and 26 unique community based organizations	ECC planning additional Community engagement workshops in 2026 to educate groups about Resilience Hubs and get potential sites into Ava's Technical Assistance Program

Staff Report Item 15

To:	Ava Community Energy Authority
From:	Marie Fontenot, SVP of Power Resources
Subject:	Approval of RESOLUTION OF THE BOARD OF DIRECTORS OF AVA COMMUNITY ENERGY AUTHORITY ACCEPTING THE RESULTS OF THE IRP ANALYSIS AND AUTHORIZING STAFF TO SUBMIT THE 2026 IRP COMPLIANCE FILING TO THE CPUC (Action Item)
Date:	July 15, 2026

Summary/Recommendation

This Staff Report proposes the Board:

(1) accept the results of the IRP analysis performed by staff;
(2) authorizes the CEO and staff to further revise the required document templates to ensure accuracy between the required templates and the compliance portfolio as presented to the Board; and
(3) authorizes staff to submit the 2026 IRP compliance filing to the CPUC by August 10, 2026.

Financial Impact

N/A

Analysis and Context

The IRP proceeding currently includes two primary components: (1) the study workstream and (2) the mandated procurement workstream. This report refers only to the study workstream.

The IRP is a long-term planning proceeding that evaluates the CPUC's electric procurement policies and programs and estimates the reliability and cost-effectiveness of the CPUC-jurisdictional entities'[1] electric supply plans, with the goal of reducing the cost of achieving GHG reductions and other CPUC policy goals. The IRP proceeding forecasts and reports on the least-cost resource mix required to meet these goals while maintaining system reliability over a period of at least 10 years. This year, the IRP planning horizon spans from 2026 to 2045.

The IRP also evaluates the contribution of individual load serving entities' (LSE) resource portfolios to the State's greenhouse gas (GHG) emissions. This IRP cycle, the CPUC requires each entity to submit portfolios that achieve emissions levels equal to or less than that entity's proportional share of a statewide electric sector GHG target. Ava will report analysis results and proposed resource portfolios that address the question "what are the desired portfolios of resources based on a statewide electric sector goal of achieving a maximum of 8 MMT of GHG emissions by 2045." The inputs and assumptions used in the analysis must be consistent with certain CPUC directives; the required assumptions are discussed below. Given Ava Community Energy's Board of Directors' approved target of achieving an emission-free portfolio by 2030, Ava staff sought to develop a Preferred Conforming Portfolio that will be emission-free consistent with Ava's goals and the emissions methodology required for use in the annual Power Source Disclosure Report (PSDR).

All CPUC-jurisdictional LSEs are required to file and serve their individual IRPs with the CPUC no later than August 10, 2026. The filings must use three documents provided by the CPUC: a Narrative Template, a Resource Data Template (RDT), and results from the CPUC's Clean System Power (CSP) Calculator.[2]

Discussion

Compliance with the CPUC's IRP filing requires completion and submittal of three documents by August 10, 2026: the IRP Narrative Template, the Resource Data Template, and the Clean System Power (CSP) Calculator. Each document is described below, followed by a discussion of the CPUC's modeling inputs and assumptions, an overview of Ava's approach to IRP analysis and a discussion of the results of Ava's analysis. Finally, Staff describes the next steps, including portfolio planning work beyond what is required for IRP compliance purposes.

Narrative Template

In this document, each LSE provides a narrative description of its approach in developing a long-term resource portfolio plan, results of supporting analytical work, and its planned actions based on the results of its analysis. LSEs are required to follow the structure and organization of the template.

Resource Data Template (RDT)

In the RDT, Ava is required to report its existing and planned energy and capacity contracts and identify the amount of energy and capacity that are indicated from the analysis as necessary to contribute to the State's collective 8 MMT portfolio of resources. The portfolio of resources must be described in terms of total annual contracted volumes by resource type. The CPUC uses this document to analyze and aggregate individual entities' IRP portfolios.

[1] In the context of IRP requirements, "CPUC-jurisdictional entities" includes Investor-Owned Utilities (IOUs), Energy Service Providers (ESPs), and Community Choice Aggregators (CCAs).
[2] CPUC rulings establish these filing requirements.

Clean System Power (CSP) Calculator
The CSP Calculator is a CPUC-provided tool used to estimate GHG and other local air pollutant emissions associated with the 8 MMT resource portfolio included in the Resource Data Template. This workbook is used to calculate the implied emissions values associated with each type of generating resource using CPUC-determined assumptions. However, the calculator is not intended by the CPUC to be an after-the-fact compliance tool, but rather to provide all LSEs a simple and uniform way of estimating the emissions associated with their IRP portfolios. The CPUC uses this document to check that each LSE has a plan to meet the required GHG targets.

Required Assumptions
In this IRP cycle, the CPUC is requiring its jurisdictional entities use certain standardized inputs and assumptions. The required assumptions include:

- Load forecast: each load serving entity is required to use the CPUC-approved IRP retail load forecast. It is informed by the California Energy Commission (CEC)-developed 2024 Integrated Energy Policy Report (IEPR) demand forecast update. The 2024 IEPR forecast identified annual energy consumption and retail sales for entities out to 2040, then added and subtracted load to reflect the CEC's forecasted load modifiers, including Additional Achievable Energy Efficiency (AAEE), Additional Achievable Fuel Substitution (AAFS), Additional Achievable Transportation Electrification (AATE), behind-the-meter solar PV generation, other self-generation, and data centers.

- Baseline resources: represent generating resources that are currently online or are contracted to come online during the IRP's planning timeframe. This list includes generating resources inside and outside California, but within the Western Electricity Coordinating Council (WECC).

- Candidate resources: represent resources that have not yet been built or contracted. The CPUC provides the types of future generating resources that may be included in entities' portfolios. The eligible resource types are renewables (biomass, geothermal, solar PV, onshore wind, out-of-state wind, offshore wind), energy storage, natural gas generation (Aero Gas Turbines and "Advanced" Combined Cycle Gas Turbines), and demand response. The CPUC identified certain geographic assumptions related to the placement of these potential resources; the resources could be in California or out of state with eligible regions tied to existence or planned expansion of transmission lines. Ava took cost data provided by the CPUC, which used the technology cost curves sourced from NREL's 2024 Annual Technology Baseline (ATB) for distributed solar, offshore wind, geothermal, "location-constrained" (12-hr) storage, and biomass; Ava utilized cost curves provided by a CPUC custom cost analysis for utility-scale solar, fuel costs, variable costs, etc.), onshore wind, lithium-ion batteries, . For electricity and capacity prices, Ava used its internal, proprietary forward curves.

- Proforma Financial Model: used by the CPUC to create levelized fixed costs for each candidate resource type. These costs are then used as inputs to modeling to establish the least-cost portfolio. Ava elected to use cost data supplied by the CPUC (taken from E3's RECOST model) which utilized technology cost curves sourced from NREL's 2024 ATB and the CPUC's custom cost analyses in developing its single Preferred Conforming Portfolio.

- Operating Assumptions: The operating cost (fixed and variable operations and maintenance costs) of candidate resources were based on the aforementioned custom analysis by the CPUC. Components of the operational costs are aggregated costs for classes of generation resources, unit commitment costs, costs associated with dispatching resources for energy or ancillary services, and transmission costs based on zones (i.e., costs to move electricity over the transmission system in WECC).

- Resource Adequacy Requirements: the CPUC assumptions require a planning reserve margin. In this IRP, Ava elected to include planning reserve margins that vary by forecast year ranging from 18% in 2026 to 23% in 2035 and after. The CPUC also incorporates the most recent effective load carrying capability (ELCC) assumptions for resources and differentiates between ELCCs used for resources based on year the resource obtains commercial operation, consistent with the CPUC's most recent ELCC study.[3]

- GHG Emissions and Renewable Portfolio Standard: a least-cost resource portfolio was developed to comply with the State's 8 MMT scenario. The emissions accounting used for the IRP analysis is consistent with the California Air Resource Board's regulation of the electric sector under California's cap and trade program. It is worth noting that Ava uses the emission accounting methodology from the Power Source Disclosure Report (PSDR) to calculate and report its annual emissions to customers and the PSDR method differs from the forward-looking accounting methodology of the IRP. The IRP also assigns a certain volume of emissions to each load serving entity as their allocated share of the state's combined heat and power (CHP) resources.

Preferred System Plan

The CPUC develops a Preferred System Plan (PSP), aggregating individual LSE's plans. This plan represents the total mix of resources at the system-level that the CPUC modeling shows is the most cost-effective way to the achieve 8 MMT scenario while maintaining system reliability. Following adoption of the PSP, the CPUC sends the PSP as the 'best case' resource portfolio to the California Independent System Operator (CAISO) for inclusion in the annual Transmission Planning Process.

The PSP includes four important elements. First, it identifies the 2045 statewide electric sector GHG planning target (in this case, 8 MMT). Second, it recommends a portfolio of resources that the CPUC believes represents the least-cost, least risk way to achieve the GHG target and maintain system reliability (these resources are identified based on the CPUC's required inputs and assumptions, described above). Third, a GHG planning price is reported that represents the marginal cost of GHG abatement associated with the PSP; this is intended to provide a consistent way to demonstrate the value of demand and supply resources. Fourth, near-term CPUC policy actions may be incorporated with the stated intention of ensuring results from the IRP modeling to inform other CPUC proceedings.

Ava's Approach to IRP Compliance Analysis
Ava staff developed a Preferred Conforming Resource Portfolio to meet the CPUC's 8 MMT scenario. Ava's recommended portfolio was developed based on the CPUC's system-level

[3] Reliability Filing Requirements for Load Serving Entities' 2024-26 Integrated Resource Plans – Result of Marginal ELCC Studies

candidate resource portfolios and costs, along with constraints imposed by regulatory requirements, board guidance, and risk management policy.

Staff incorporated details of Ava's existing contracts as the baseline for the portfolios. In addition, Staff incorporated long-term assumptions about the market price of energy, RA contracts, and renewable energy credits and allowed the GenX capacity expansion model to select the mix of incremental resources obtained through PPAs, bilateral contracts, and market purchases that allow Ava to achieve all applicable goals (i.e. 100% clean energy by 2030, share of the California emission targets) at the lowest total cost over the lifetime of the analysis.

The baseline list of existing contract resources incorporated into the modeling and the forecasted list of resources to build out the Preferred Resource Portfolio is listed in the Narrative Template, Table 1.

Results of Analyses & Recommended Compliance Portfolios

Using the approach described herein, Ava was able to achieve compliance with its share of the CPUC GHG emissions limits. The forward calculated annual CO2 emissions from the portfolio are 0.82 million metric tons (MMT) in 2030 and 0.09 MMT in 2045, which are less than Ava's assigned GHG benchmarks of 1.106 MMT in 2030, 0.917 MMT in 2035, 0.767 MMT in 2040, and .391 MMT in 2045. Ava incorporated IRP retail load forecast with a 2030 load of 13,716 GWh and 20,658 GWh in 2045. A summary of results follows; additional details and visual aids are included as Attachment 1, "Integrated Resource Plan Compliance Results" PowerPoint.

- Forecast Costs of Portfolio: over the IRP planning horizon, the annual expense of the organization's optimal portfolio is expected to average $79.02/MWh (2024 USD). Ava's reliance on the market for capacity and energy diminish over time as bundled contracts assume a larger proportions of Ava 's portfolio. The portfolio results in an average procurement cost of $1,281,203,790.05 per year (2024 USD) over the 2026 – 2045 planning horizon under the cost assumptions provided by the CPUC.

- Resource Mix of Portfolios: the total long-term contracted nameplate capacity associated with the Preferred Conforming Portfolio is 7,281 MW by 2040, plus an additional 1,764 MW of annual RA purchases. Of the 7,281 MW in long-term contracted resources, 5,191 MW represent new-build resources and 2,090 MW represent resources already under contract to Ava.

- Portfolio Emissions: Ava's Preferred Conforming Portfolio as calculated by the Clean System Power (CSP) calculator[4] meets the obligations of the 8 MMT CPUC scenario. Ava's assigned GHG benchmark for 2030 and 2045 are 1.106 million metric tons (MTT) and 0.391 MMT, respectively. With reported emissions of 0.83 MMT in 2030 and 0.06 MMT in 2045, Ava's Preferred Conforming Portfolio meets both requirements. The primary sources of air pollutants represented in this portfolio are the result of four things: (1) of its reliance on system power to meet some unhedged hours, (2) energy storage charging hours, (3) some additional pollutants arising as a result of the agency's VAMO allocation, and (4) the behind-the-meter combined heat and power (CHP) emissions allocated to all load serving entities.

[4] The Clean System Power (CSP) tool is an excel-based workbook provided the CPUC that estimates emissions from CAISO system's dispatchable thermal generation and unspecified imports and allocates them to LSEs based on their planned IRP portfolios.

- Risk Management associated with Portfolios
  - Overall: The Preferred Conforming Portfolio seeks to fill an energy need of approximately 17,748 GWh in 2035 and 19,658 GWh in 2040.
  - This IRP analysis does not incorporate short-term transactions which comprise a portion of Ava's hedging strategy. Ava does not enter into long-term contracts to cover 100% of its forecast demand; rather Ava incorporates short-term transactions and a limited amount of exposure to the CAISO spot market, representative of Ava's customer's share of PCIA resources, into its risk management strategy. Because this version of the IRP analysis does not include short-term transactions, the portfolio covers some portion of what Staff would likely hedge through short-term deals into the long-term resource portfolio and the remainder into what the model regards as purchases made in the CAISO market.
  - Similar and related to the lack of short-term transactions in the IRP model, neither are the short-term renewable and carbon free energy transactions Ava engages in to ensure it meets compliance obligations and customer commitments in a cost-effective manner incorporated, though in reality these transactions play a valuable role in Ava's portfolio management strategy.
  - Summary of Portfolios: Over the 2026-2045 study timeframe, the long-term resources that comprise the Preferred Conforming Portfolio are forecasted to provide approximately 19,931 GWh of delivered emissions-free energy in 2045 that can be used to meet demand. This provides coverage of 96.5% of Ava's forecast retail demand and leaves a forecasted open position in 2045 of 727 GWh per year that are assumed to be covered in the CAISO spot market but in actuality can be covered through short-term carbon-free energy transactions.

- Reliability of Portfolios
  - Staff evaluated portfolio reliability in relation to Ava's ability to meet its CPUC-designated Resource Adequacy obligations on an annual basis and in the month of September for every year during the study period. The results indicate that RA obligations can be achieved through a combination of existing RA contracts, long-term generation contracts (i.e. the resources described in the portfolios of Scenarios 1 and 2) and with additional RA purchases, similar to those Ava engages in today. The analyses also evaluated the number of "forced" & "simulated" hours of portfolio market exposure. In this case, "forced exposure" represents the number of hours where generating resources and energy storage are insufficient to meet demand. "Simulated exposure" represents the number of hours with net market purchases including energy storage charging.
  - Resource Adequacy: The long-term contracts anticipated in this portfolio represent sufficient capacity to meet annual RA obligations. It is important to note that the actual RA paradigm underwent a comprehensive redesign; having changed from a one target per month program to 24 different RA targets for each month. The RA program redesign went into effect for compliance purposes in 2025 but has not been incorporated into the IRP compliance study process as of this time.
  - Market Exposure: The computer-optimized portfolio initially resulted in a portfolio that would require significant curtailment under the constraints of the CSP, as the CSP required that "non-displaceable resources" be present. As a result of this finding, Ava modified its portfolio, eliminating some solar and in-state wind and replacing those resources with additional out of state wind and geothermal. These changes resulted in less energy curtailment in the middle of the day.

Additional contracted resources would result in an increase in the number of hours in which Ava was selling excess generation back into the market, often at times when solar production across the state is high and CAISO energy market prices are correspondingly low.

Next Steps

Ava must submit its 2026 IRP Compliance filing and all required materials to the CPUC by August 10, 2026. Following timely submission, Staff will undertake supplemental analysis utilizing the GenX model. The supplemental analysis will incorporate revised assumptions that better reflect the cost of resources offered to Ava in the current marketplace. Staff will also evaluate costs associated with expediting Ava's emission reduction objectives and related analyses.

Conclusion

Staff intends to file all IRP compliance materials with the CPUC by the August 10, 2026 deadline. Following submission, staff will agendize and seek Board consent of the final compliance materials in the September 2026 Board meeting. Later in 2026, staff will present a supplemental analysis to the Board describing costs and trade-offs associated with expediting portfolio emission reduction.

Committee Recommendation

Staff presented overviews of the IRP and the purpose of the compliance study process in January, 2026 and May, 2026 Board meetings; and preliminary IRP results in the July Executive Committee meeting. No recommendation was provided as this is a required compliance workstream.

Attachments

A. Board Resolution
B. Powerpoint Board presentation
C. IRP Narrative Template draft – format is required by CPUC
D. Resource Data Template – format is required by CPUC (Excel workbook available for download at https://avaenergy.org/wp-content/uploads/2026/07/15D._Resource_Data_Template_Redacted-4.xlsx)
E. Clean System Power Calculator template - format is required by CPUC (Excel workbook available for download at https://avaenergy.org/wp-content/uploads/2026/07/15E._Clean_System_Power_Calculator_template_Redacted-4.xlsx)

RESOLUTION NO. R-2026-xx

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY ACCEPTING THE RESULTS OF THE IRP ANALYSIS AND AUTHORIZING STAFF TO SUBMIT THE 2026 IRP COMPLIANCE FILING TO THE CPUC

WHEREAS Ava Community Energy Authority ("Ava") was formed as a community choice aggregation agency ("CCA") on December 1, 2016, under the Joint Exercise of Powers Act, California Government Code sections 6500 *et seq.,* among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy-related climate change programs in all of the member jurisdictions. The cities of Newark and Pleasanton, located in Alameda County, along with the City of Tracy, located in San Joaquin County, were added as members of Ava and parties to the Joint Powers Agreement ("JPA") in March of 2020. The city of Stockton was added as a member to Ava in September of 2022. The city of Lathrop was added as a member to Ava in October of 2023. San Joaquin County was added as a member to Ava in July 2024. On October 24, 2023, Ava legally adopted the name Ava Community Energy Authority, where it had previously used the name East Bay Community Energy Authority since its inception.

WHEREAS the California Public Utilities Commission (CPUC) issued several rulings in CPUC Rulemaking 25-06-019, namely an *Assigned Commissioner's Scoping Memo and Ruling* on October 28, 2025; an *Administrative Law Judge's Ruling Setting Requirements for Individual Integrated Resource Plans Due June 1, 2026* on January 16, 2026; an *Email Ruling Granting Joint Request for Extension of Load Serving Entity ('LSE') Integrated Resource Plan ('IRP') Filings* on March 9, 2026; and an *Administrative Law Judge's Ruling Correcting Table in January 16, 2026 Filing Requirements Ruling and Confirming August 10, 2026 Integrated Resource Plan Due Date* on March 20, 2026, collectively defining IRP filing requirements and requiring jurisdictional load serving entities to file 2026 Integrated Resource Plans (IRP) with the CPUC on or before August 10, 2026; and

WHEREAS the CPUC further requires entities utilize three document templates to complete their filings: the Narrative Template, the Resource Data Template, and the Clean System Power (CSP) Calculator; and

WHEREAS Ava staff has presented the IRP analysis performed by staff to the Board.

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

Section 1. The Board hereby accepts the results of the IRP analysis performed by staff.

Section 2. The Board authorizes the CEO and staff to further revise the required document templates to ensure accuracy between the required templates and the compliance portfolio as presented to the Board.

Section 3. The Board hereby authorizes staff to submit the 2026 IRP compliance filing to the CPUC by August 10, 2026.

ADOPTED AND APPROVED this 15th day of July, 2026.

Betsy Andersen, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

Ava Community Energy

Integrated Resource Planning - 2026

Marie Fontenot & John Newton | July 15, 2026

Agenda

- Introduction & Overview
- Required Materials
- Timeline & Process
- Description of Modeling
- Compliance Requirements
- Overview of Modeling Inputs
- Overview of Modeling Results – the "Preferred Conforming Portfolio"
- Next Steps & Conclusion

Overview of Integrated Resource Planning (IRP)

- This presentation discusses the Integrated Resource Planning (IRP) analysis performed by Staff, as is required by the CPUC prior to the compliance filing to the CPUC on August 10, 2026.
  - Staff have reviewed the details of the current IRP process and analysis in 2026 at the January and May Board and CAC meetings; and the July Executive Committee.
- The California Public Utility Commission's (CPUC) IRP program is a long-term planning process to ensure enough generation capacity is built to:
  1. Reliably meet customer demand;
  2. Meet greenhouse gas reduction targets.
- CPUC staff use capacity expansion modeling to determine the optimal mix of resources needed to meet requirements 1 and 2.
- To inform their modeling, the CPUC requires Load Serving Entities (LSEs) to submit our own IRP portfolios identifying least-cost, GHG-compliant resource mix to meet our customer demand.
- Ava's IRP Portfolio submission is both a compliance requirement *and* an opportunity to express our procurement preferences .

Submission of Ava's IRP

- On a schedule defined by the CPUC, Ava is required to submit an IRP LSE Plan that meets CPUC-determined reliability and decarbonization metrics
  - Previous Ava (or EBCE) IRP Plans: 2018, 2020, 2022.
  - 2024 IRP delayed; functionally evolved into 2026 IRP. Due August 10.
- Specifically, Ava must submit:
  - Resource Data Template (RDT): Summary of current and planned procurement;
  - Clean System Power (CSP) Calculator: Evaluation of portfolio emissions;
  - Narrative Template (NT): Description of portfolio and modeling process.
- GenX modeling *informs*, but does not directly translate into, these deliverables.
- Per CA statute, Ava must submit its IRP Plan to its governing board for approval.
- Ava will complete additional IRP modeling utilizing different market assumptions, constraints, and modeling parameters purely for internal analysis following this exercise.

The Filing – Required Materials & Examples

Narrative Template (NT)

- Executive Summary
- Study Design
- Study Results
- Action Plan
- Lessons Learned
- Note: each section has required, defined subsections
- Ava's 2026 IRP Narrative Template is attached.

Resource Data Template (RDT)

- Excel workbook; many, many tabs
- Contract list w/ details
- Confirm contracts / resources are assumed to have "right' capacity factors based on when they come online & other details
- Summarize capacity value of resource
- Summarize types of resources in portfolio
- Ava's 2026 IRP RDT for 8 MMT portfolio is attached.

Clean System Power Calculator (CSP)

- Tool to estimate GHG & criteria pollutant emissions in portfolios
- Requirement to use this tool & method for emission accounting in IRP filing
- Only relevant to forecasting emissions, not calculating actual emissions
- Excel workbook; many, many tabs
- Ava's 2026 IRP CSP for 8 MMT portfolio is attached.

Above links as well as Ava's 2018, 2020, 2022 IRPs can be found online at: https://avaenergy.org/about-ava/key-documents/integrated-resource-plan/; the 2026 IRP will be added to Ava's website following submission to the CPUC.

Timeline & Process

Date	Event
February 10, 2026	Final IRP modeling & filing requirements provided by CPUC
March 10, 2026	IRP filing deadline of Aug 10 was set by CPUC
April – May, 2026	Preliminary GenX modeling
May – July, 2026	Final GenX modeling & document preparation
July 15, 2026	Ava Board July meeting seeking board approval
July 16 – Aug 5, 2026	Final updates & edits to formal submissions
Aug 5-10, 2026	Regulatory team works with outside counsel on redactions and final submission
August 10, 2026	IRP filing deadline to CPUC
September 16, 2026	Officially filed IRP materials will be added to the Consent agenda in Board meeting and later posted on Ava website

IRP Modeling

- **GenX model**
  - Open-source tool to support investment planning
  - Developed by the MIT Energy Initiative and Princeton University's Zero-carbon Energy systems Research and Optimization (ZERO) Lab[1]
  - A least-cost optimization model, acts as central planner to determine cost-optimal generation portfolio, energy storage, and transmission investment needed to meet defined system demand while adhering to various grid constraints and market design constraints
  - Contains thousands of lines of data, each "successful" model runs takes ~3-4 hours
- **Need for compliance between GenX and filing materials…**
  - Calculations are slightly different btw GenX and the CSP calculator. "Translation" is tricky.
  - GenX could appear compliant with CPUC requirements, then calculation in CSP could demonstrate different emissions or RDT calculation could demonstrate an RA-lack of compliance. Results in need for re-runs and corrections.
  - Materials that Ava Board approves in July may require slight revision to align different modeling calculations, to accurately represent the GenX modeled portfolio in required CPUC templates, and to remove "errors" in cells.

[1] https://energy.mit.edu/genx/

IRP Approval & Compliance

Ava must submit its IRP Plan to its governing board for approval and provide its IRP Plan to the CPUC for certification per Public Utilities Code Section 454.52(b)(3)

Ava's IRP Plan must meet Reliability and Renewable Procurement Requirements with a diverse resource mix, avoid energy shortfalls, minimize ratepayer costs, minimize GHG and local air pollutants

Required Areas	Where / how it appears
Economic, reliability, security & other benefits	• NT, RDT, CSP describe RPS content, forecast annual emissions; estimate portfolio costs under different market conditions
Diverse resource portfolio	• Compliance portfolio will include short- & long-term procurement; variety of generation resources (not all solar!) • NT describes Ava's customer programs (e.g. Resilient Home and VPP products)
Resource adequacy requirements	• NT, RDT will describe how portfolio satisfies near-term and forecasted long-term RA requirements

IRP Approval & Compliance

Pursuant to California State Law, Ava must submit its IRP Plan to its governing board and provide its IRP Plan to the CPUC for certification.

Per Public Utilities Code Section 454.52(b)(3), Ava's IRP Plan must achieve the following statutory requirements:

(A) Economic, reliability, security, and other benefits and performance characteristics that are consistent with these goals:

- Meets GHG reduction targets established by CARB and CEC
- Procured with at least 60% RPS resources by 2030
- Minimizes impacts on ratepayer bills
- Ensures grid reliability on the short, mid, and long term, including
  - Meet near-term and forecasted long-term RA requirements
  - Requires sufficient, predictable resource procurement and development to avoid unplanned energy shortfalls after accounting for climate change, forecasted building and transportation electrification, and other factors causing unplanned energy shortfalls
- At least 65% of an LSE's RPS procurement in any compliance period must be from contracts of at least a 10-year term
- Strengthens the diversity, sustainability, and resilience of the bulk transmission and distribution systems, and local communities
- Enhances distribution systems and demand-side energy management
- Minimizes GHG and local air pollutants, with early priority for disadvantaged communities
- Maintains a diverse portfolio of resources

Translation: Ava's IRP Plan must meet Reliability and Renewable Procurement Requirements with a diverse resource mix, avoid energy shortfalls, minimize ratepayer costs, minimize GHG and local air pollutants.

IRP Approval & Compliance

Requirement	Where / how it appears
Meets GHG reduction targets established by CARB and CEC	CSP & NT-Section III. C.
Procured with at least 60% RPS resources	RDT & NT-Section III. A., B., C.
Minimizes impacts on ratepayer bills	NT-Section III. E.
Ensures grid reliability on the short-, mid-, and long-term, including: • Meet near-term and forecasted long-term RA requirements • Requires sufficient, predictable resource procurement … to avoid unplanned energy shortfalls after accounting for climate change … and other factors causing unplanned energy shortfalls	NT-Section III. F. & Section IV. A
At least 65% of an LSE's RPS procurement in any compliance period must be from contracts of at least a 10-year term	RDT & NT-Section III. B. & C.
Strengthens the diversity, sustainability, and resilience of the bulk transmission and distribution systems, and local communities	NT-Section IV. A. & B.
Enhances distribution systems and demand-side energy management	NT-Section IV. A.
Minimizes GHG and local air pollutants, temporally prioritizing disadvantaged communities	CSP & NT-Section IV. B.
Maintains a diverse portfolio of resources	RDT & NT-Section III. B.

Underlying Model Assumptions

CPUC Requirements

Required Inputs

- Load forecast & GHG benchmark for each LSE
- CAISO zonal topology
- Resource regions align with CAISO study areas
- Rules on candidate resources; i.e. ***x*** much natural gas for whole system, ***x*** much geothermal, ***x*** much in-state wind, ***x*** much out-of-state wind, etc)
  - Includes rules for different resource capacity factors
  - Resource cost assumptions
  - Restrictions on how much of a resource type can be developed in different areas
  - Resource generation profiles
- Planning reserve margin and resource capacity factors using effective load carrying capability (ELCC) methodology
- 2024 dollar year – nominal $ referenced throughout

CPUC Candidate Resources (2030)

Resource	Levelized Cost of Energy ($/MWh)	Levelized Fixed Cost (2024 $/MW-yr) | *nominal*
Geothermal_-_CA	**$97.13**	$680.70
NF_EGS_-_NV_to_SCE_-_Control	**$142.34**	$997.48
NF_EGS_-_NV_to_SCE_-_Eldorado	**$138.40**	$969.88
NF_EGS_-_OR_to_PGE_-_Malin	**$134.77**	$944.48
Onshore_Wind_-_NE_CA_to_PGE_-_Malin	**$102.76**	$234.42
Onshore_Wind_-_NM_to_SCE_-_Lugo_-_Tranche_5	**$77.52**	$255.56
Onshore_Wind_-_NM_to_SCE_-_Palo_Verde_-_Tranche_1	**$69.64**	$229.59
Onshore_Wind_-_NM_to_SCE_-_Palo_Verde_-_Tranche_2	**$79.65**	$262.58
Onshore_Wind_-_NM_to_SCE_-_Palo_Verde_-_Tranche_3	**$84.37**	$278.15
Onshore_Wind_-_NM_to_SCE_-_Palo_Verde_-_Tranche_4	**$87.77**	$289.36

Resource	Levelized Cost of Energy ($/MWh)	Levelized Fixed Cost (2024 $/MW-yr) | *nominal*
Onshore_Wind_-_WY_to_PGE_-_Tesla_-_Tranche_1	**$102.93**	$360.70
Onshore_Wind_-_WY_to_PGE_-_Tesla_-_Tranche_2	**$102.93**	$360.70
PGE_Fresno_Solar	**$51.89**	$139.03
PGE_GBA_Solar	**$52.01**	$139.03
PGE_GBA_Wind	**$68.99**	$174.16
PGE_Kern_Solar	**$49.49**	$139.03
PGE_Kern_Wind	**$68.99**	$174.16
PGE_NGBA_Solar	**$52.56**	$139.03
PGE_NGBA_Wind	**$76.35**	$174.16
SCE_Arizona_Solar	**$42.71**	$119.84

CPUC Candidate Resources (2030)

Resource	Levelized Cost of Energy ($/MWh)	Levelized Fixed Cost (2024 $/MW-yr) | *nominal*
SCE_Eastern_Solar	**$47.60**	$139.03
SCE_Eastern_Wind	**$61.87**	$174.16
SCE_EOP_Wind	**$59.78**	$159.44
SCE_Metro_Solar	**$49.58**	$139.03
SCE_NOL_Solar	**$45.56**	$139.03
SCE_NOL_Wind	**$79.28**	$174.16
SCE_Northern_Solar	**$45.91**	$139.03
SCE_Northern_Wind	**$79.28**	$174.16
SDGE_Arizona_Solar	**$42.71**	$119.84
SDGE_Baja_California_Wind	**$61.87**	$174.16
LDES_-_Generic_100-hr	**$3,166.62**	$569.99

Resource	Levelized Cost of Energy ($/MWh)	Levelized Fixed Cost (2024 $/MW-yr) | *nominal*
SDGE_Imperial_Solar	**$49.79**	$139.03
SDGE_Imperial_Wind	**$61.87**	$174.16
Li-ion_Battery_4-hr_-_CA	**$121.36**	$135.54
Li-ion_Battery_8-hr_-_CA	**$101.47**	$226.66
Gas_CCGT	**$55.95**	$184.22
Gas_CT_-_Frame	**$234.90**	$173.72
Reciprocating_Engine	**$421.40**	$341.34
Morro_Bay_Offshore_Wind	**$338.64**	$1,377.01
Humboldt_Bay_Offshore_Wind	**$319.32**	$1,377.01
LDES_-_Generic_12-hr	**$192.28**	$403.79
LDES_-_Generic_24-hr	**$350.36**	$504.52

Strategy Assumptions

Category	Constraint
Maximum Available Capacity	0MW in 2026, No limit beyond 2028
Maximum Market Purchase	1000MW per hour
Maximum Market Sale	1000MW per hour
Maximum Out of State Wind Available Capacity	N/A (New Mexico Wind starts in 2028, Wyoming Wind starts in 2030)
PCIA Hedging Strategy	Incorporated
Minimum Annual Available Capacity	70MW mandated Geothermal/Long-Duration Storage by 2032
Market Buy-Sell Spread	$1 per MWh
Maximum In-State Wind Available Capacity	250MW per year until 2030, 1000MW per year between 2031-2035
Production Tax Credit & Investment Tax Credit	PTC is available in 2026-2030; ITC is incorporated in the levelized fixed cost (From TPP)

Clean Energy Requirements

Year	State-level RPS Requirements (%)	Ava-internal clean energy requirement	GHG Emissions Benchmark (MMT)
2026	49.2%	76.6%	1.106
2028	54.6%	90.0%	1.106
2030	60.0%	100.0%	1.106
2035	60.0%	100.0%	0.917
2040	60.0%	100.0%	0.767
2045	60.0%	100.0%	0.391

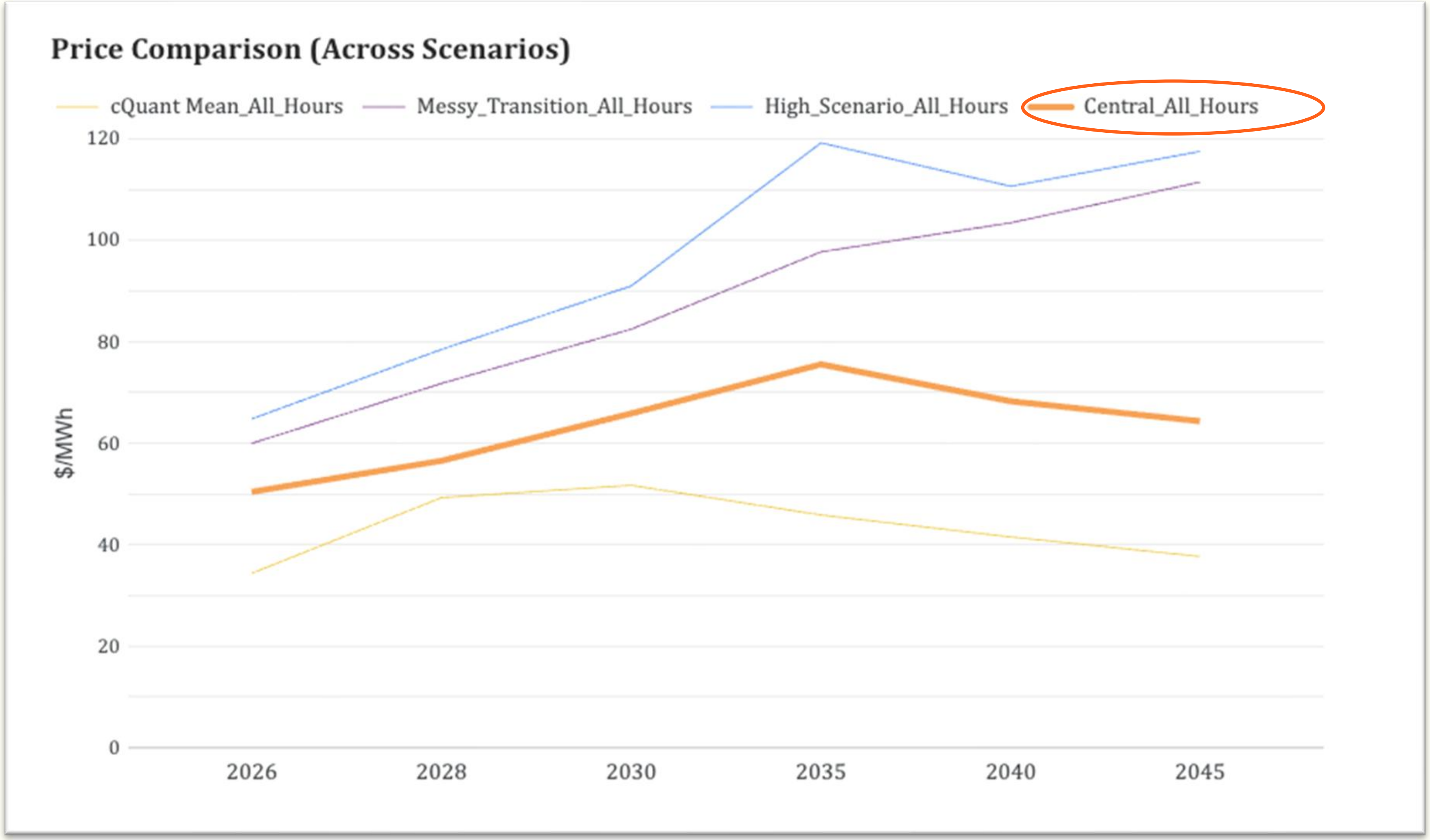
What is “clean energy”?

- Ava’s Board-approved target is 100% carbon-free energy, as measured on a net-annual basis, by 2030. Rules consistent with Power Source Disclosure Report
- “GHG Emissions Benchmark” is consistent with CARB-established rules; every LSE is allocated an emission limit they must design portfolio to comply with

Key takeaway: Ava’s compliance portfolio and any “real” procurement far exceeds the State’s RPS requirements

Updated Market Prices

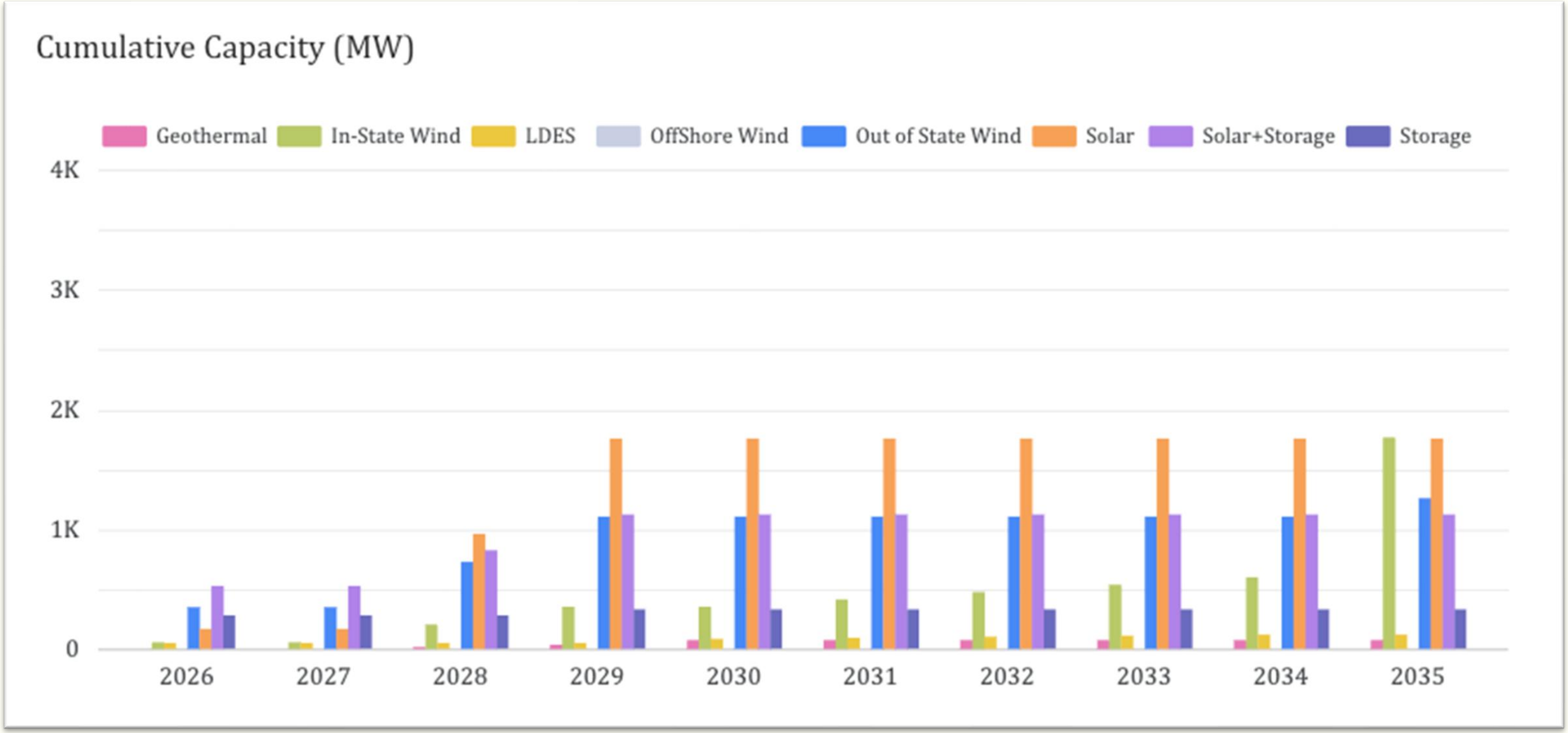
Average DLAP prices from Ava Internal modeling vs. Aurora Price Forecast Curves



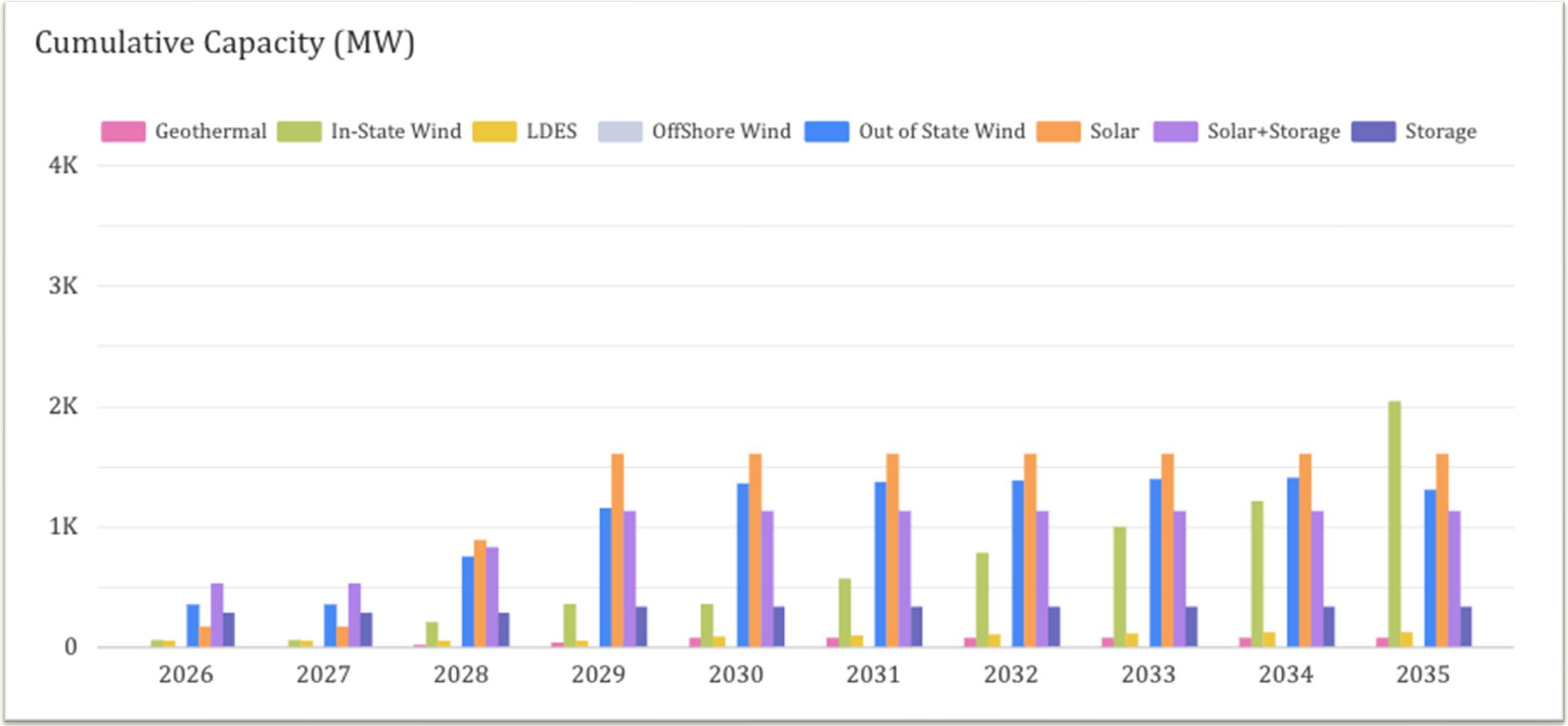
- Ava evaluated portfolios that effectively meet multiple different price scenarios.
- Ava selected the portfolio that fits the “Central” price scenario **as the basis of** the Compliance Portfolio, i.e. the “Preferred Conforming Portfolio”
- Note: forward curves and resource prices are the most impactful sensitivities

GenX Model Results & Overview of the "Preferred Conforming Portfolio"

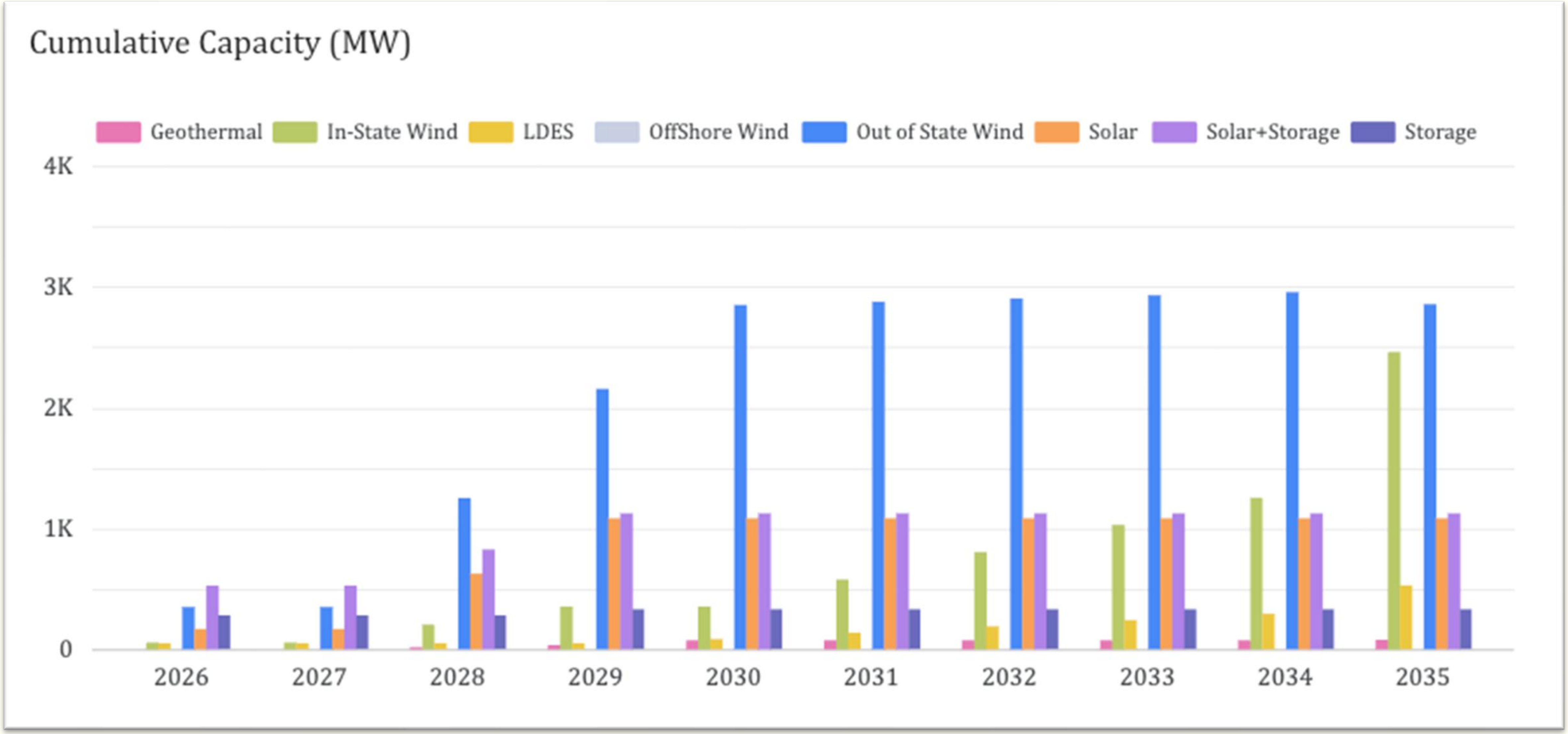
Cumulative Capacity Results - “cQuant Mean”



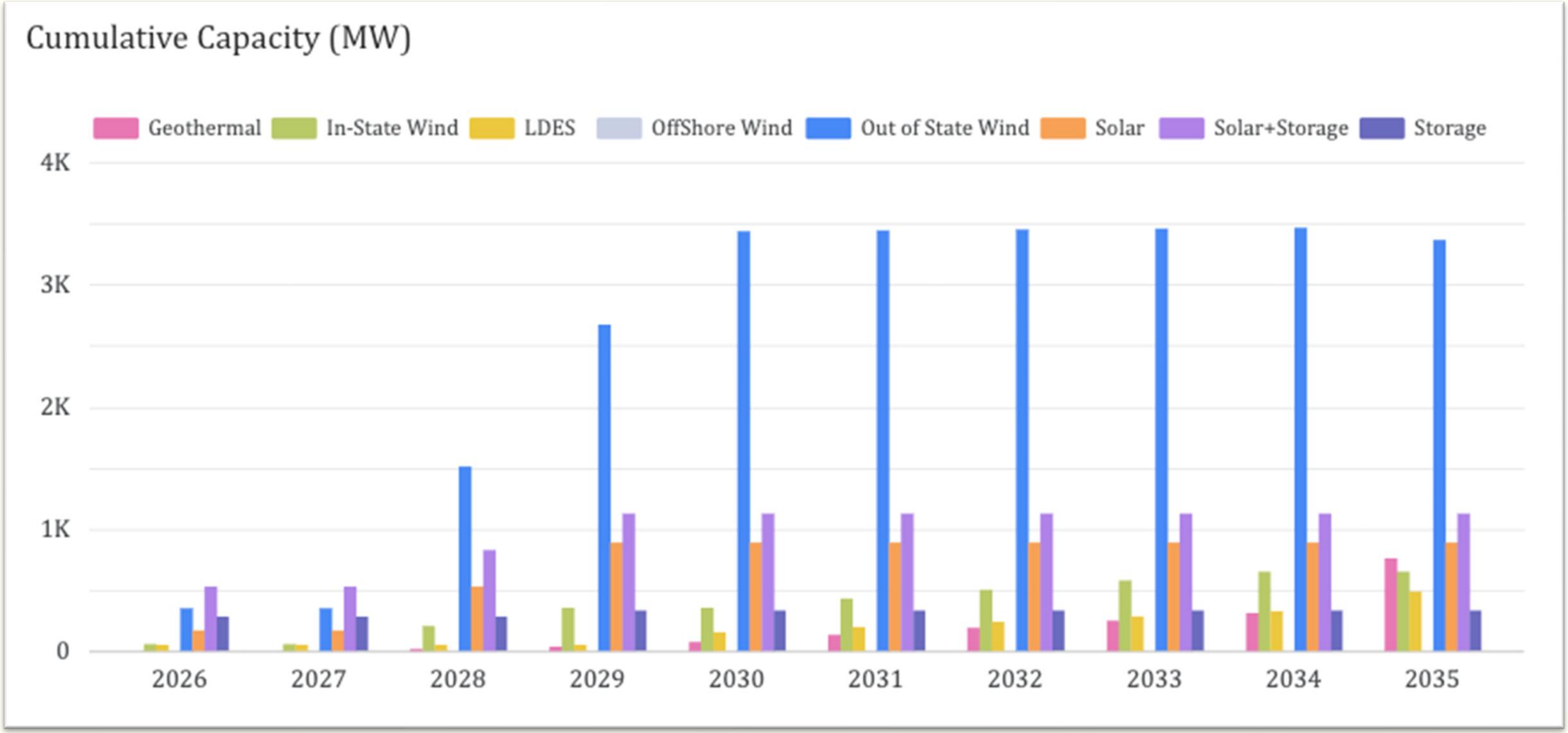
Cumulative Capacity Results - "Central"



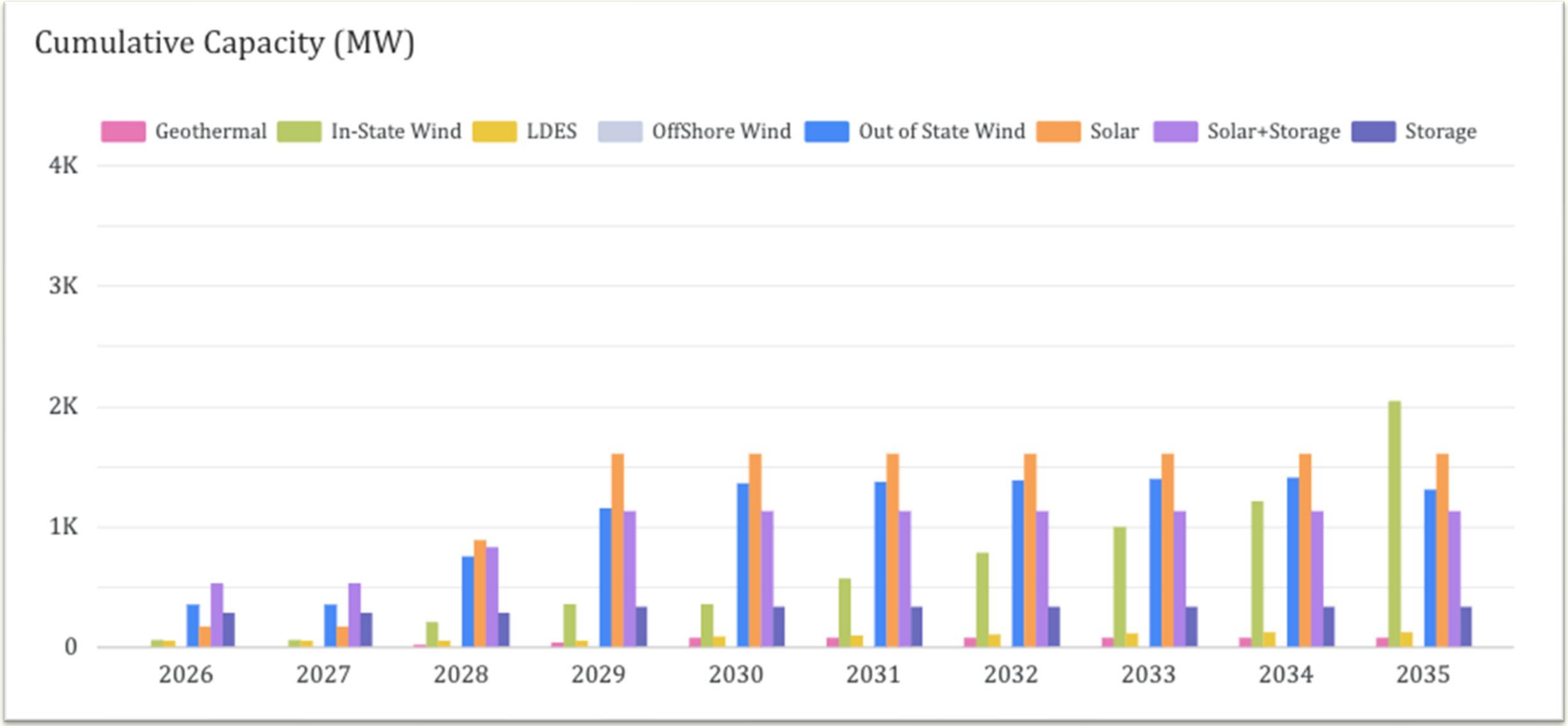
Cumulative Capacity Results - "Messy Transition"



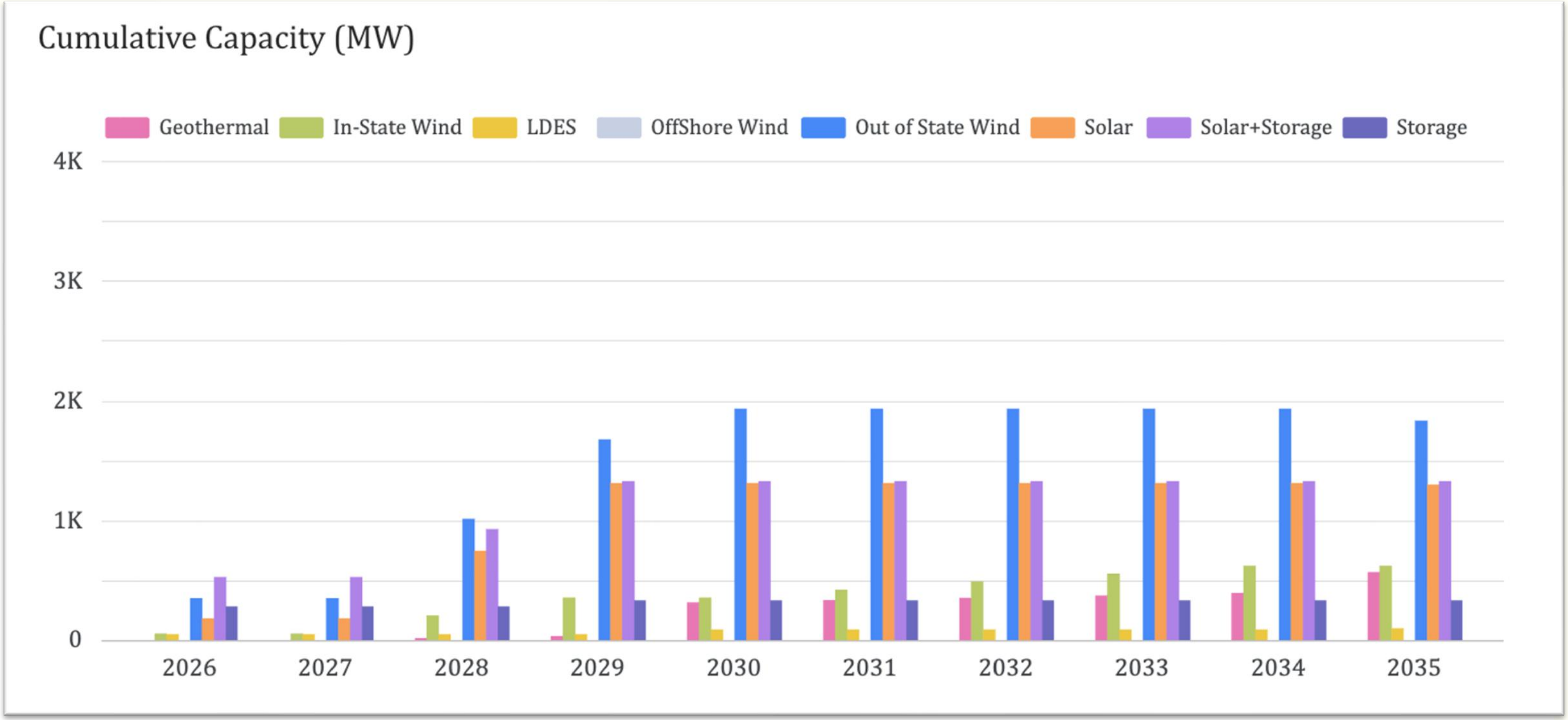
Cumulative Capacity Results - "High Scenario"



Conforming Portfolio for CPUC - "Central"



Revised Conforming Portfolio - "Central" Curve



Estimated Portfolio Emissions & Contribution to Statewide Emissions

Ava's GHG MMT Benchmark, provided by CPUC, under statewide 8MMT in 2045 target

Year	2030	2035	2040	2045
GHG MMT/yr	1.106	0.917	0.767	0.391

Calculated emissions associated with Preferred Conforming Portfolio

Emission Type	Unit	2028	2030	2035	2040	2045
CO_2	MMT/yr	0.83	0.82	0	0	0.09
PM 2.5	tonnes/yr	51	50	0	0	7
SO_2	tonnes/yr	5	5	0	0	1
NOx	tonnes/yr	79	77	16	0	7

Calculated emissions include Ava's "share" of the state's Combined Heat & Power (CHP) portfolio
Note: IRP emissions accounting method is NOT consistent with Power Content Label (PCL) accounting

For Reference – IRP Emissions vs Power Content Label

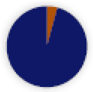
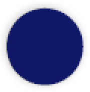
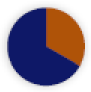
IRP Portfolio Requirement:

Year	2030	2035	2040	2045
MMT/yr	1.106	0.917	0.767	0.391

Ava Preferred Conforming Portfolio:

Emission Type	Unit	2028	2030	2035	2040	2045
CO_2	MMT/ yr	0.83	0.82	0	0	0.09

IRP uses hourly Clean Net Short
PCL uses annual netting

2024 POWER CONTENT LABEL			
Ava Community Energy			
	Bright Choice	Renewable 100	CA Utility Average
Greenhouse Gas Emissions Intensity (lbs of CO_2e emitted per megawatt hour)	221	0	359
Electricity Sources ■ Renewables and Zero-Carbon Resources ■ Fossil Fuels and Unspecified Power			
RPS Eligible Renewables	62%	100%	45%
Biomass & Biogas	10%	0%	2%
Geothermal	1%	0%	5%
Eligible Hydroelectric	2%	0%	2%
Solar	18%	77%	23%
Wind	31%	23%	14%
Large Hydroelectric	34%	0%	10%
Nuclear	0%	0%	11%
Emerging Technologies	0%	0%	0%
Other	0%	0%	0%
Natural Gas	0%	0%	10%
Coal & Petroleum	0%	0%	2%
Unspecified Power (primarily fossil fuels)	4%	0%	22%
Total	100%	100%	100%
Retail sales covered by retired unbundled RECs	0%	0%	

■ This label does not reflect compliance with the Renewables Portfolio Standard (RPS), which measures the use of tracking instruments called Renewable Energy Credits (RECs) over the course of multi-year compliance periods. RECs that are purchased separately from the renewable energy ("Unbundled RECs") can be used for RPS compliance, but they do not factor into the power mixes or GHG emissions intensities above.

■ GHG intensity figures exclude biogenic CO_2 and emissions from geothermal sources and grandfathered imports of firmed-and-shaped energy. For detailed information about all GHG emissions from California's retail electricity suppliers, visit the CEC webpage at the link below.

■ Unspecified power is electricity purchased from a genericized pool on the open market.

https://avaenergy.org/about-ava/key-documents/

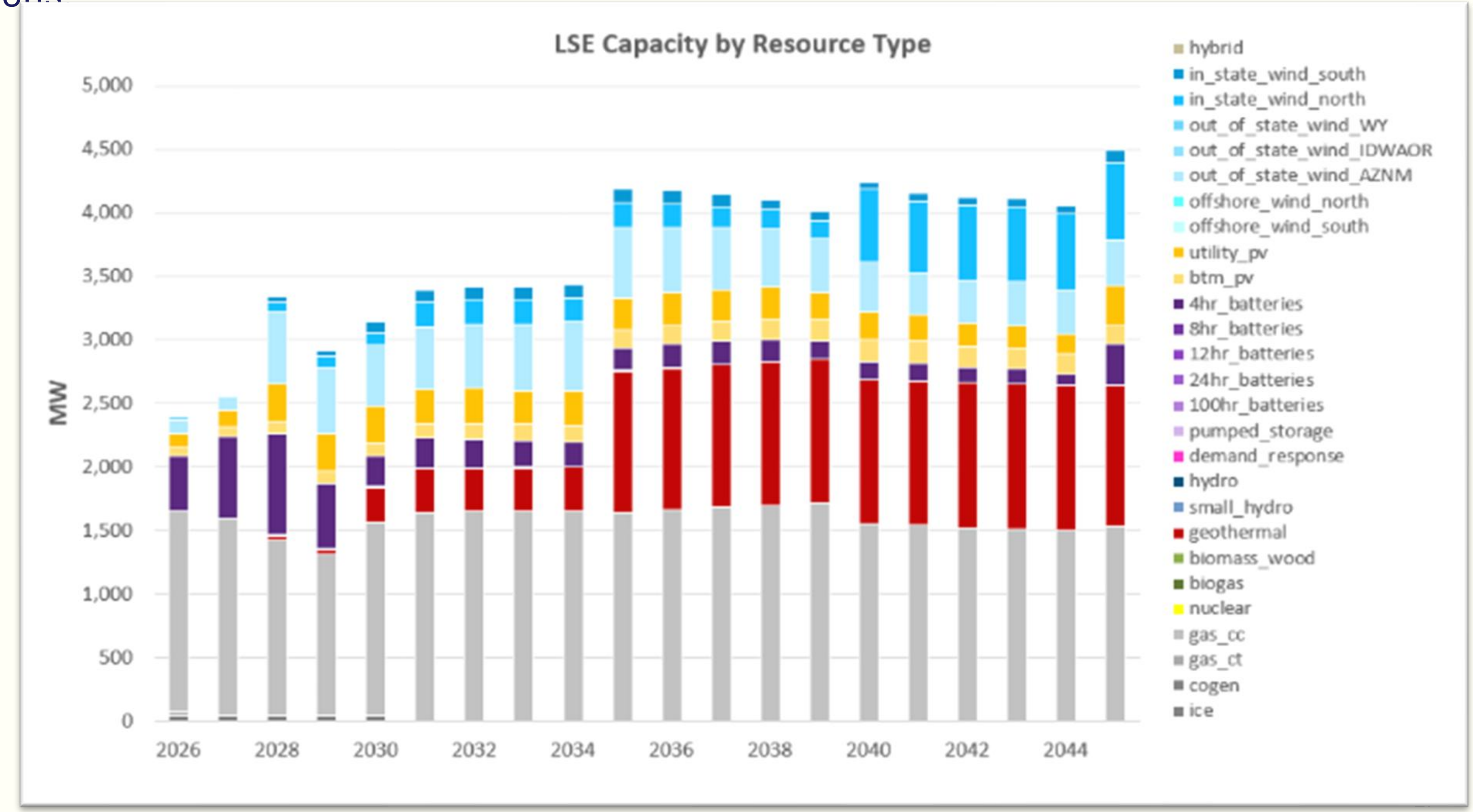
Want to learn more? Visit https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program

Portfolio Contribution to Reliability (Resource Adequacy)

RA accounting method in the IRP (ELCC[1]) differs from the accounting method in the RA compliance proceeding (Slice of Day & Exceedance methodology[2]).

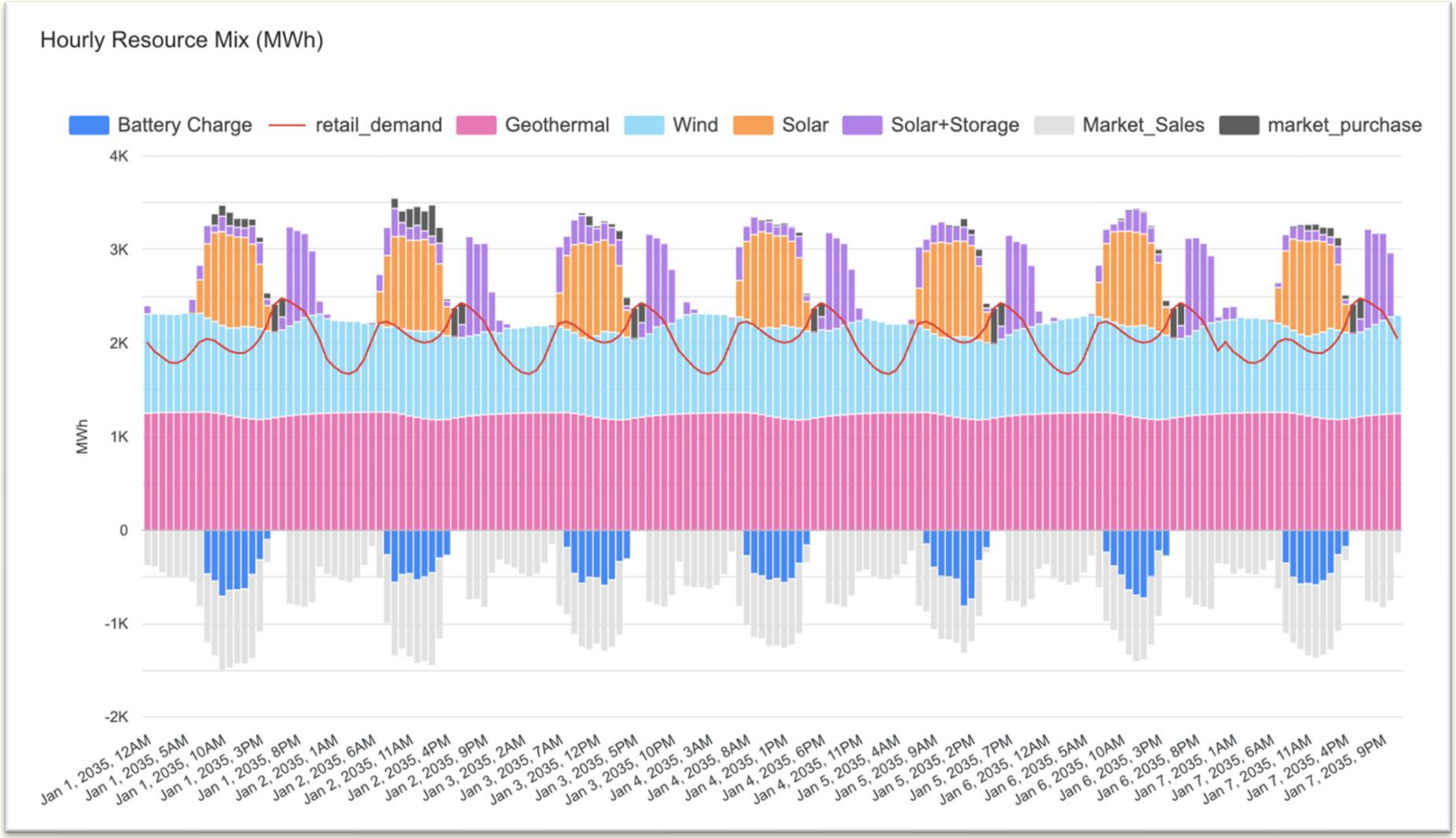
Result here demonstrate *example* of RA compliance for the purpose of the IRP analysis; not an instruction to or commitment to enter transactions

1. ELCC Method captures resource saturation better than Exceedance method; is more appropriate for long-term planning analysis. https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/integrated-resource-plan-and-long-term-procurement-plan-irp-ltpp/20230210_irp_e3_astrape_updated_incremental_elcc_study.pdf
2. Exceedance captures hourly granularity, fits within the Slice of Day compliance construct. https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/energy-division/documents/resource-adequacy-homepage/ra_t3b2_workshop-1_presentation-np.pdf



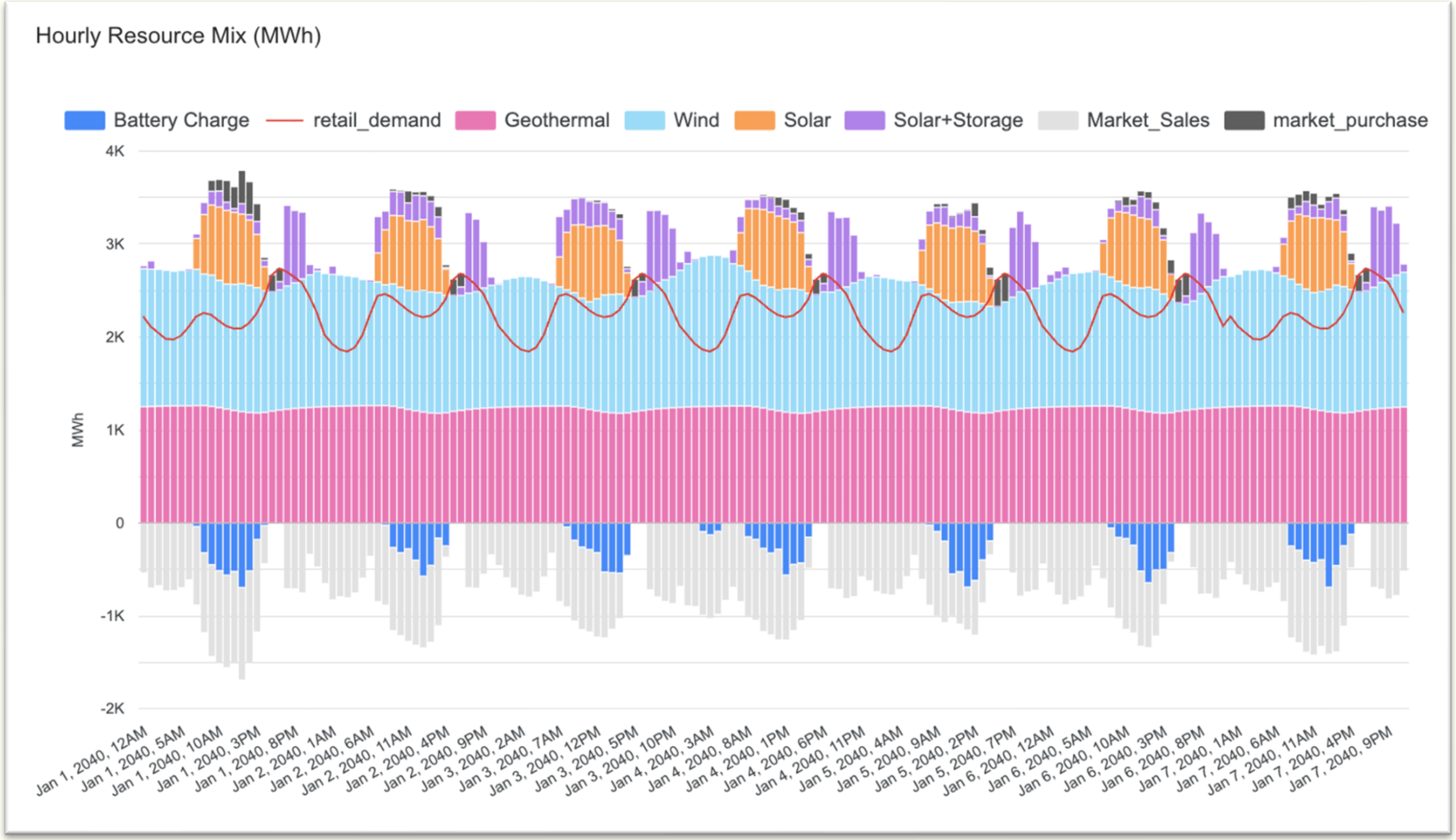
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **January 2035**



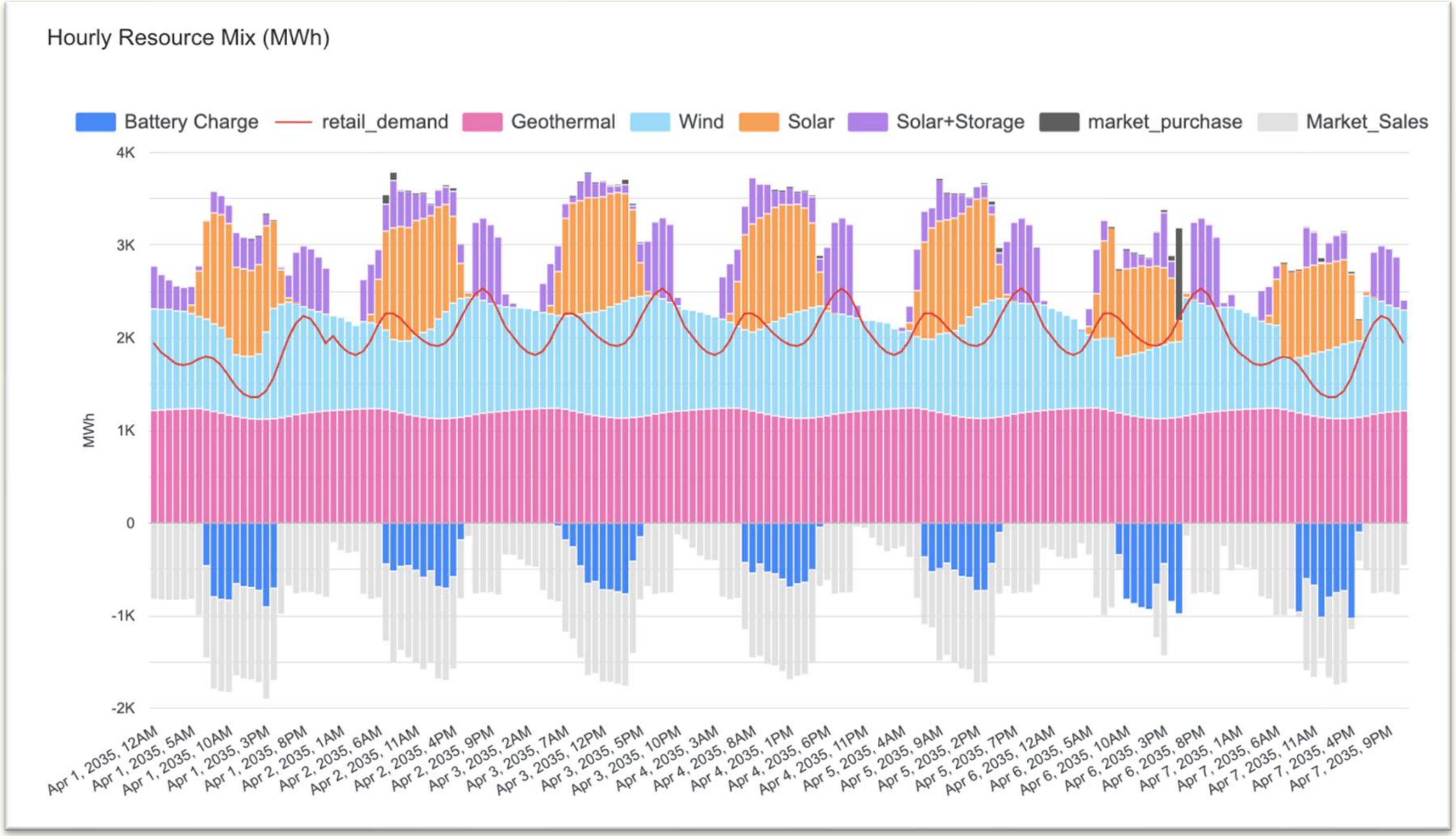
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **January 2040**



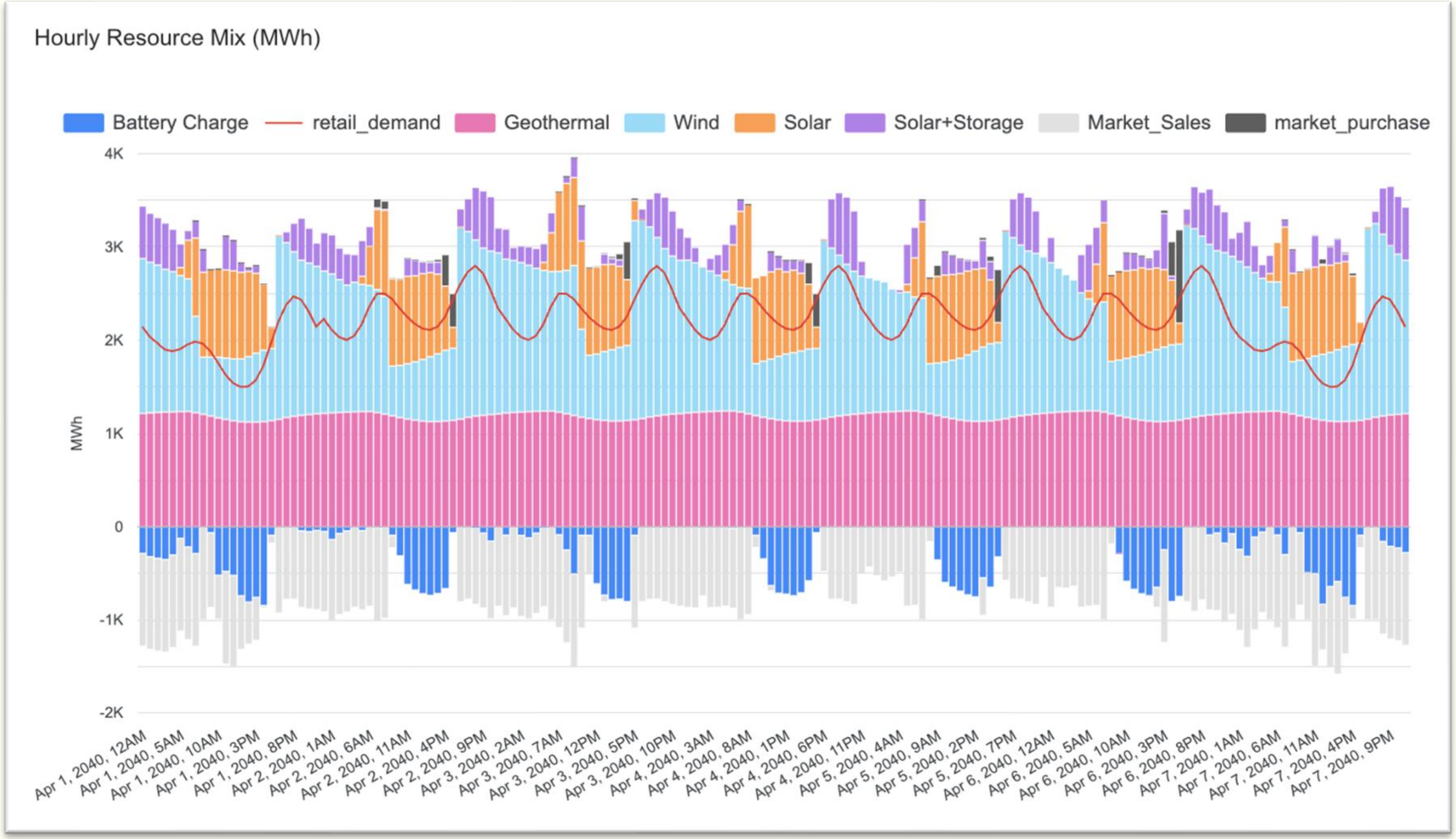
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **April 2035**



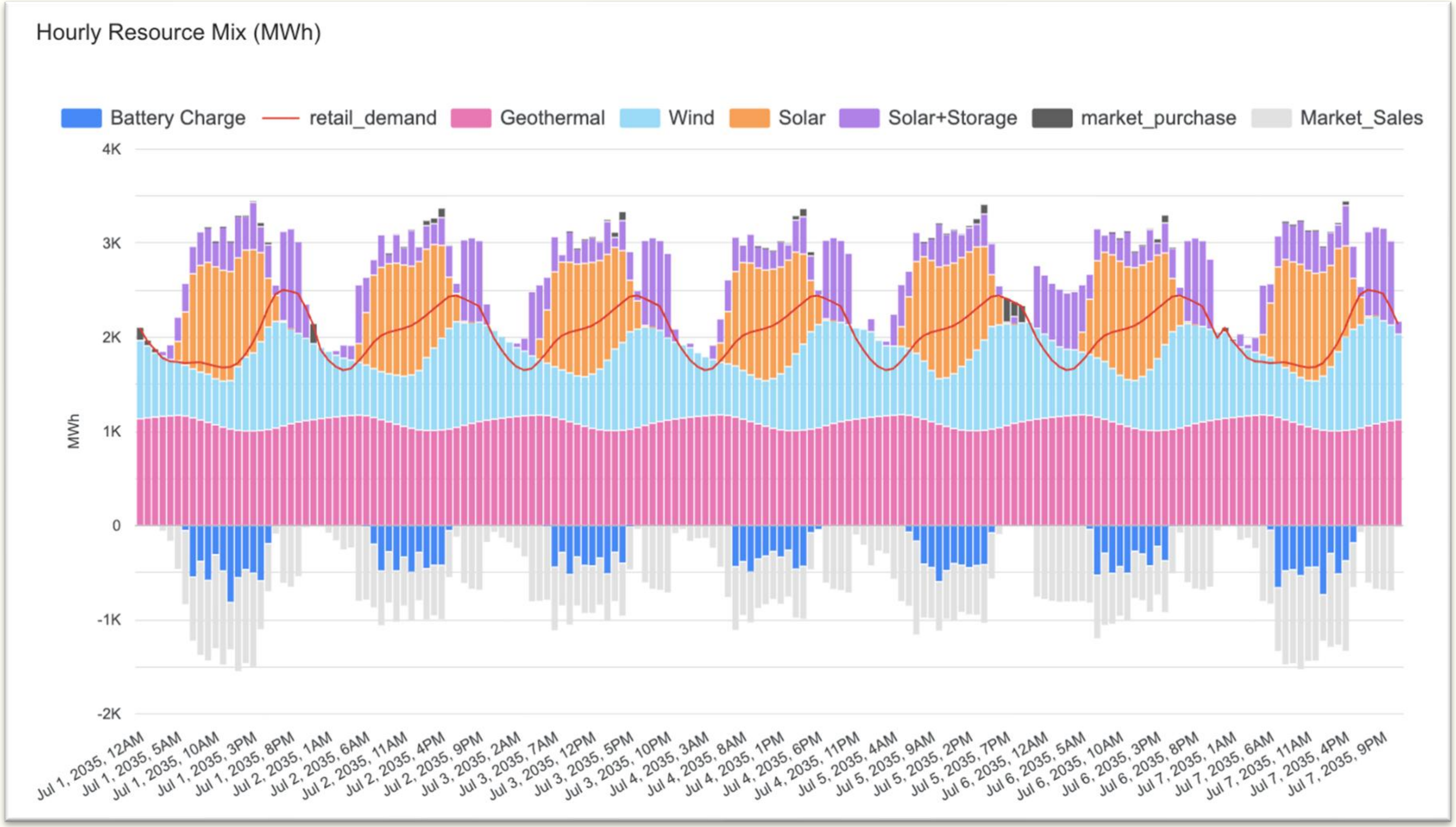
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **April 2040**



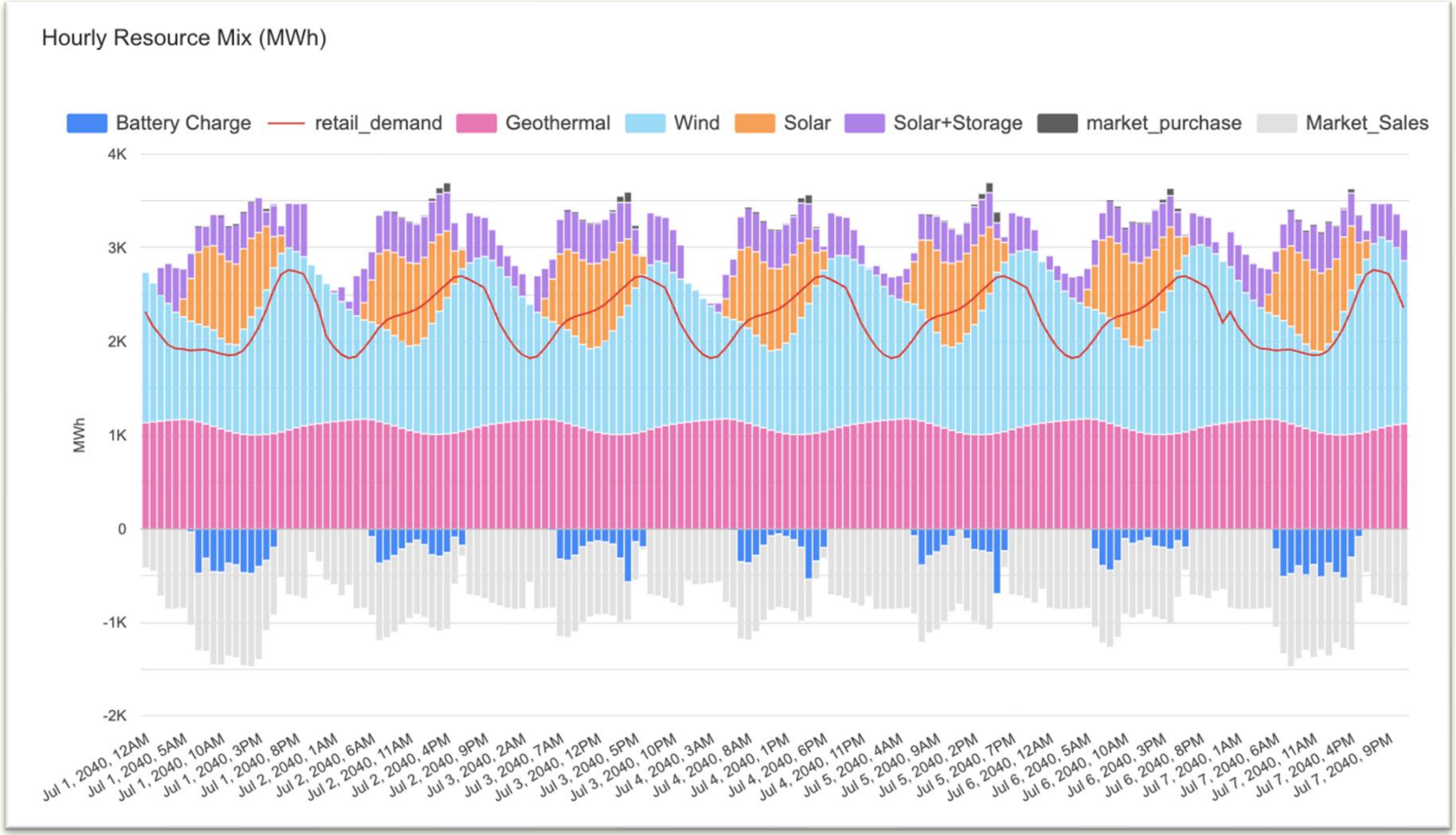
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **July 2035**



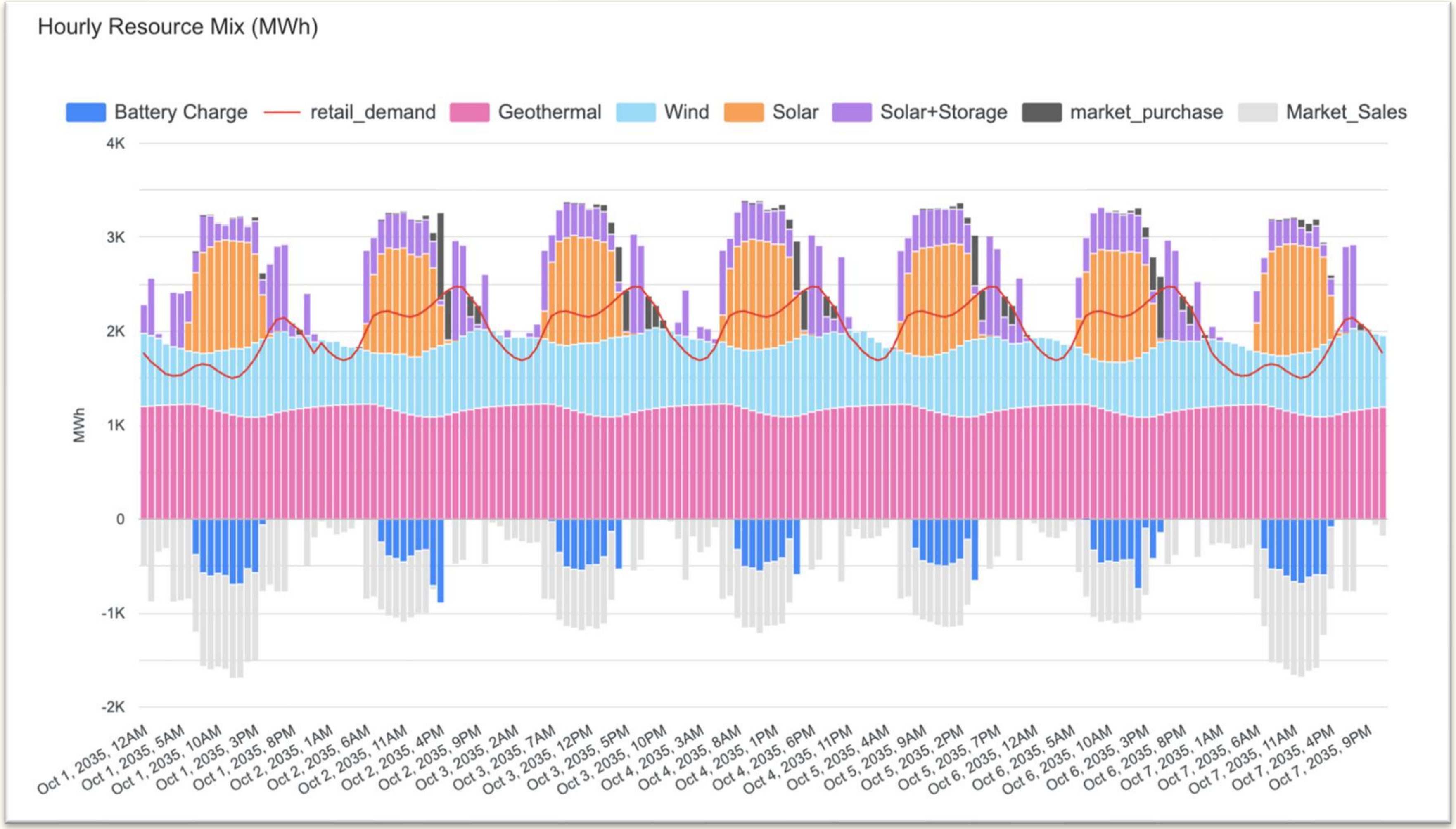
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **July 2040**



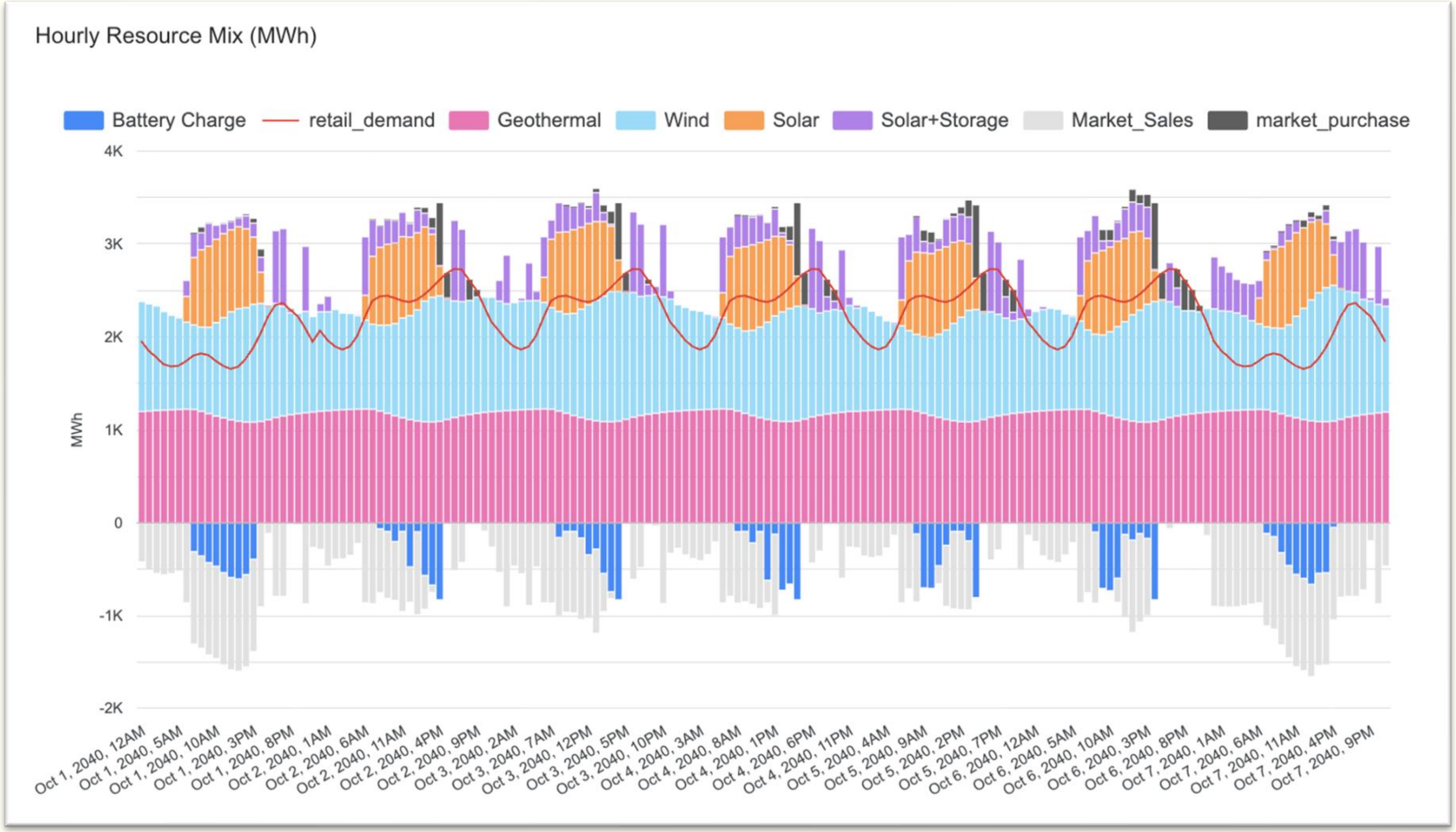
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **October 2035**



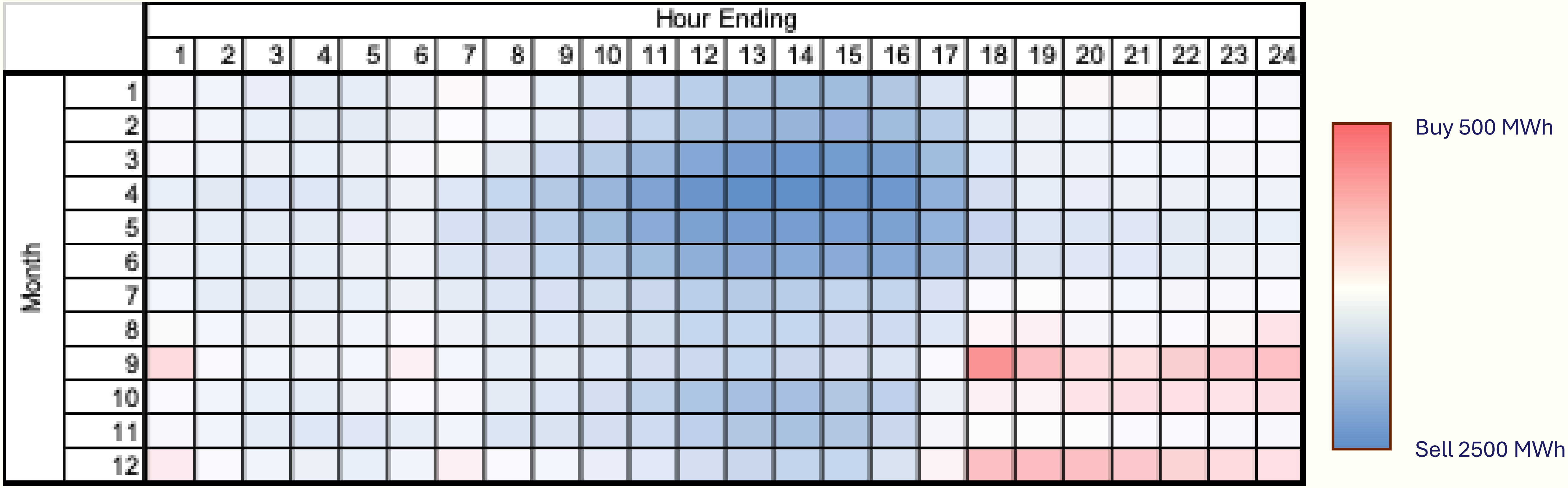
Annual Portfolio Generation & Contribution to Hedging

Estimation of annual generation from Ava's compliance portfolio and value/ability of portfolio to contribute to hedging in **October 2040**



CAISO Market Exposure Associated with Portfolio - 2035

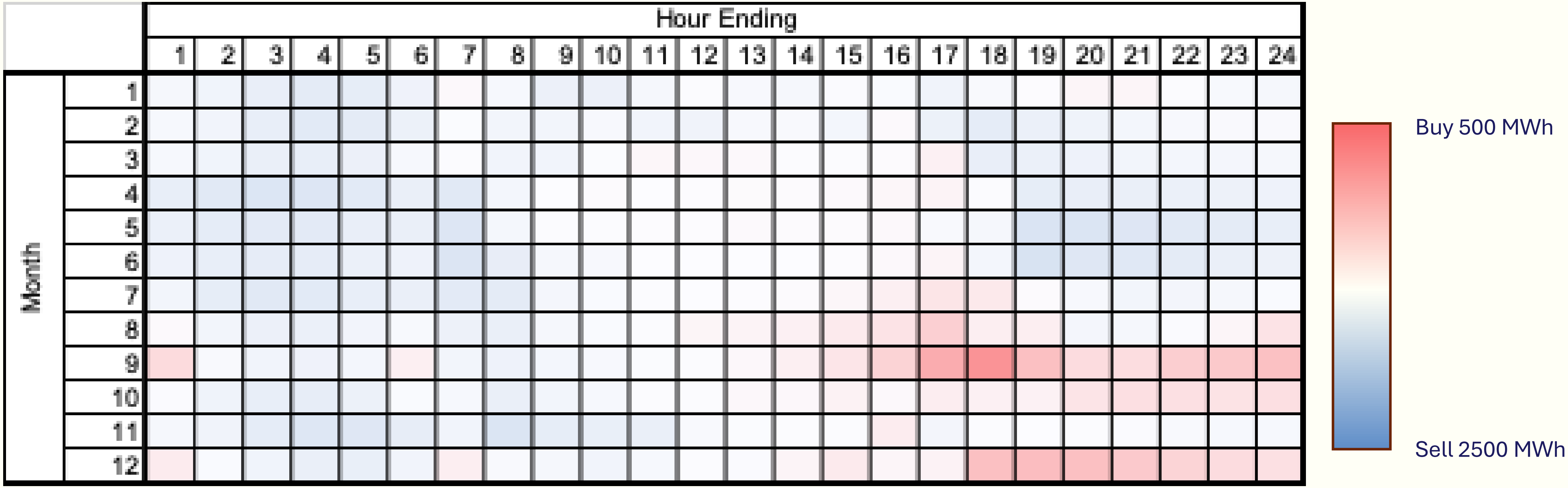
Results show the average Net Purchases *before curtailment and exports* according to the Clean System Power Calculator by Month and Hour



Note: LSEs functionally have to “take” Non-displaceable system power. Ava portfolio is curtailed in mid-day hours

CAISO Market Exposure Associated with Portfolio - 2035

Results show the average Net System Power Purchased (Red) or Sold (Blue) according to the Clean System Power Calculator by Month and Hour



Note: LSEs functionally have to “take” Non-displaceable system power. Ava portfolio is curtailed in mid-day hours

Market Purchases

Year	Total Market Purchases (MWh)	Total Retail Demand (MWh)	Market Purchase Share (%)
2030	1,108,025	13,715,986	**8.08%**
2035	238,446	17,748,849	**1.34%**
2040	305,939	19,658,398	**1.56%**
2045	727,244	20,658,463	**3.52%**

Key takeaway: Ava compliance portfolio does not “lean” on the system for reliability

Estimated Costs of the Portfolio

Year	Total Portfolio Costs ($)
2035	$1,473,534,331
2040	$1,585,981,310

Note: Costs are represented in 2024 nominal $; must be taken with many grains of salt – are largely informed by CPUC estimated resource costs.

Any near-term costs will be redacted in IRP filing.

IRP does not estimate portfolio revenues; seeks to create least-cost portfolio.

Conclusion

- **Process:**
  - Board accepts staff analysis today
  - Finalized compliance materials submitted to CPUC by August 10, 2026
  - Sept 16, 2026: Final submission materials submitted to Board on Consent agenda
  - Later in 2026: staff presents on Ava-supplemental analysis
- **Staff available for Ad Hoc meeting with designated Board member, if requested**
- **Staff seeks approval of resolution as attached**

Standard LSE Plan

Ava Community Energy

2026 Integrated Resource Plan

August 10, 2026

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I. Executive Summary

Ava Community Energy (Ava), a Community Choice Aggregator (CCA) and public load-serving entity (LSE) governed by elected officials from its member communities,[1] is pleased to participate in the Integrated Resource Planning (IRP) process. Ava is proud to serve one of the most dynamic and diverse communities in the State of California, with a clear mandate to spur the transition to a clean, greenhouse gas (GHG)-free energy economy while providing affordable energy to our customers.

This IRP narrative presents Ava's Preferred Conforming Portfolio that meets all applicable reliability constraints and assigned GHG benchmarks for the 2024–2027 IRP cycle. Together with the accompanying Resource Data Templates (RDTs) and Clean System Power (CSP) workbooks for the 8 MMT 2045 GHG scenario, this narrative satisfies the IRP filing requirements defined by the California Public Utilities Commission (CPUC or Commission). On July 15, 2026, Ava's Board of Directors (Board) approved the analysis and delegated final preparation of filing materials to Ava's CEO.

For the 2024–2027 IRP cycle, Ava developed a tailored configuration of GenX, an open-source capacity expansion model, to optimize the goals of reliability, GHG-emission reductions, and affordability of different resources. Leveraging the benefits afforded by this modeling framework, Ava identified an optimized least-cost portfolio that surpasses the emission reduction targets from the CPUC and meets the requirements for GHG-free procurement adopted by Ava's Board. Ava exceeds the California State goal that LSEs serve at least 60% of retail sales with qualifying renewable sources by 2030. Additionally, at least 39% of the renewable generation in Ava's Preferred Conforming Portfolio would be from resources with which Ava had signed long-term contracts.

Actual procurement decisions may vary from Ava's Preferred Conforming Portfolio due to prevailing market conditions, changes in direction from Ava's Board, or CPUC action. Nonetheless, Ava staff view this IRP filing as an opportunity to communicate the overall direction of its procurement roadmap over the medium- and long-term horizons to Ava's governing boards, customers, and regulatory agencies. Ava encourages stakeholders to view the Preferred Conforming Portfolio as indicative but not predictive of the organization's directional view on procurement decisions regarding resource types, amounts, locations, and timing of future portfolio additions.

[1] Ava currently serves Alameda County, unincorporated San Joaquin County, and the San Joaquin cities of Tracy, Stockton, and Lathrop. Ava

The total resource mix for Ava's Preferred Conforming Portfolio is broken down by resource type in Figure 1 and Figure 2 below. These charts include Ava's baseline resources, (i.e., resources already under contract), candidate resources (i.e., incremental resources added to the portfolio as part of this IRP exercise), and expected future market transactions (e.g., Resource Adequacy [RA]-Only contracts, fixed price Inter-Scheduling-Coordinator Trades [ISTs], and Day-Ahead Market purchases).

Figure 1 Nameplate Capacity of Ava's Preferred Conforming Portfolio

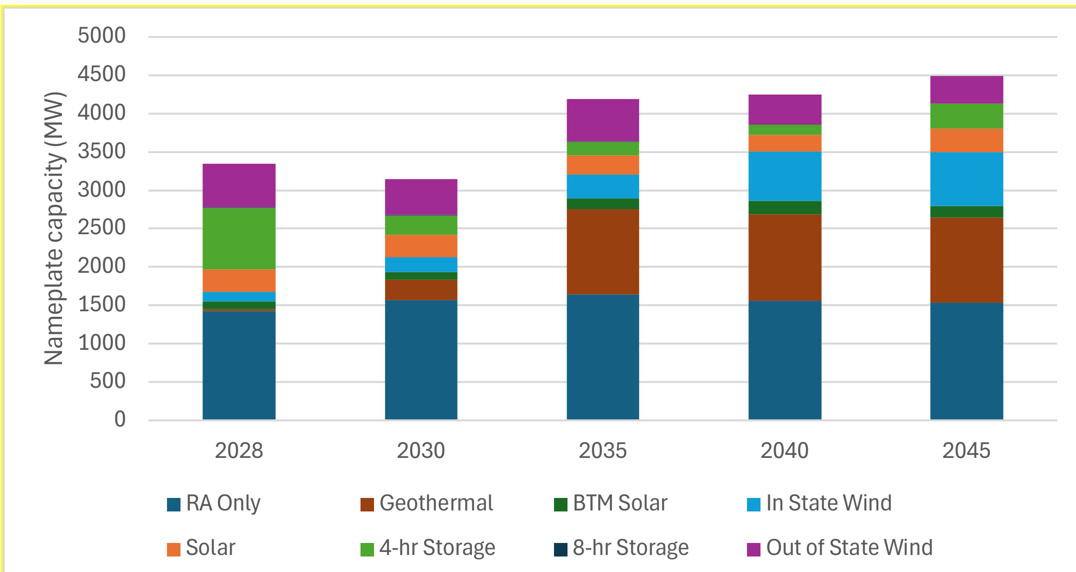
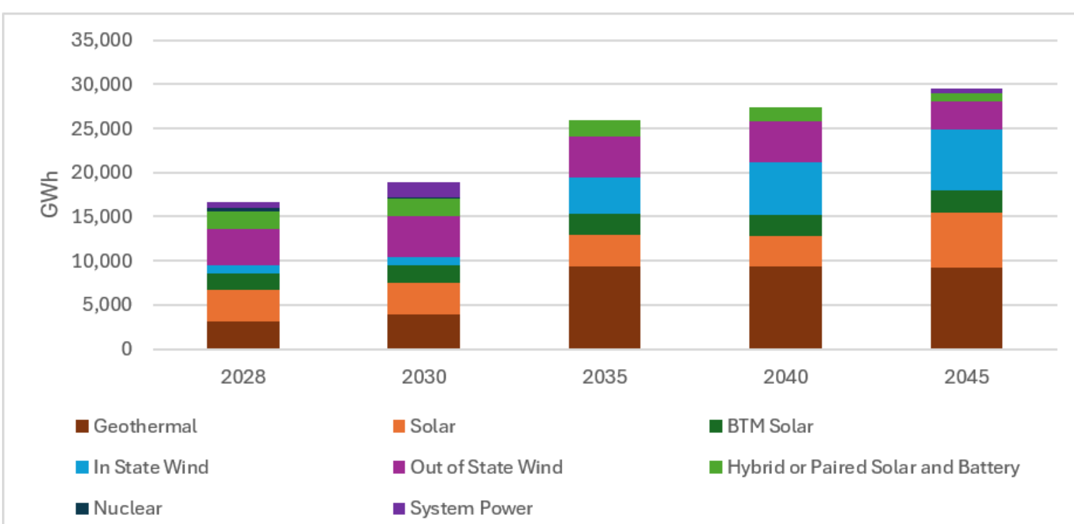


Figure 2 Annual Net Generation of Ava's Preferred Conforming Portfolio



To improve the applicability of the results from this IRP, Ava staff supplemented the inputs and assumptions provided by the Commission with internal, proprietary forecasts on expected future market pricing conditions. The CPUC-provided values can be found in the RESOLVE Upstream Data Workbooks and Public Case Viewers zip file for the 2026–2027 Transmission Planning Process (TPP).[2] This dataset includes cost data within the Pro Forma Data Viewer, which aggregates cost curves and data from customer analyses from the CPUC IRP 2025 Inputs & Assumptions Document, NREL's 2024 Annual Technology Baseline (ATB). This data was chosen as the analyses included impacts of US tariffs on various imports needed for these technologies, as well as changes to the Production Tax Credit and Investment Tax Credits on costs for specific technologies from the One Big Beautiful Bill Act (OBBBA). Effective Load Carrying Capacity (ELCC) values were taken from the CPUC's Resource Data Template (RDT). Ava staff also incorporated the annualized load forecasts and annualized peak demand forecasts developed pursuant to an ALJ January 16th 2026 Ruling.

Ava staff relied on internal assumptions for the following: Ava's actual procurement to date, expectations on future RA and REC market pricing conditions and resource availability (analyzed from broker quotes), deterministic forecasts of energy market prices based on several different scenarios (taken from a third party), and information germane to Ava's local customer programs. Ava staff selected the price curve that aligns with current policies and incorporated considerations for potential future policy interventions when evaluating the price scenarios. All load-modifying resources, including BTM solar, were modeled based on the ALJ January 16th 2026 Ruling. Ava staff also compared the CPUC's reliability procurement requirements with the combined estimate of CPUC annual peak demand and the Ava internal planning the base for annual reliability demand.

Once Ava completed the modeling exercise to identify the optimal portfolio, staff transferred the results into the CPUC's RDT and CSP workbooks to verify that the portfolio conformed with all the applicable reliability and environmental requirements. As shown in the RDTs submitted with this IRP Plan, Ava's Preferred Conforming Portfolio satisfies its reliability procurement requirement in each year from 2026–2045 and GHG benchmarks. The calculated annual CO_2 emissions from Ava's Preferred Conforming portfolio are listed below, and are less than Ava's assigned GHG benchmark in each year. Negative values indicate Ava's portfolio generates clean energy in excess of its retail sales, and is providing that clean energy back to the system.

[2] https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-power-procurement/long-term-procurement-planning/2024-26-irp-cycle-events-and-materials/assumptions-for-the-2026-2027-tpp

Table 1: Ava Portfolio CO_2 Emissions and Benchmark

Year	2030	2035	2040	2045
Ava Portfolio CO2 Emissions (MMT)	0.82	-0.02	-0.42	0.06
Ava GHG Benchmark (MMT)	1.11	0.92	0.77	0.39

II. Study Design

A. Objectives

Ava performs an IRP analysis exercise in accordance with the CPUC's IRP cycle to inform its mid-term and long-term procurement strategy. An integral part of Ava's IRP analysis is to ensure that the planned resource mix can achieve the milestones assigned by Ava's Board of Directors. Another key objective of this planning exercise is to identify a portfolio that satisfies CPUC requirements related to system reliability and GHG-reduction targets across the entire IRP planning horizon, which currently looks forward to 2045. The resulting portfolio must be feasible to adopt and implement and balance the goals of system reliability, decarbonization, and affordability. The resource portfolio submitted for this IRP is the joint outcome of a series of fundamental modeling exercises as well as discussions with Ava's Board, advisory committee, and other stakeholders.

The objectives for the analytical work described herein include:

- Satisfy the goals set forth by Ava's Board;
- Satisfy the regulatory requirements of PU Code Section 454.52(a)(1);
- Satisfy all CPUC specifications for required conforming portfolios;
- Demonstrate how future portfolios achieve Ava's proportional share of the 25 MMT by 2035 and 8 MMT by 2045 GHG Benchmarks, alongside Ava's Board-adopted goal of 100% clean energy by 2030;
- Demonstrate continuous progress towards meeting or exceeding the State's RPS targets;
- Show how Ava's future portfolios will contribute to overall system reliability; and
- Provide insight into how State policy mandates and GHG emission reductions change Ava customer costs over time.

B. Methodology

i. Modeling Tool(s)

For this IRP cycle, Ava contracted with First Principles Advisory and Professors Neha Patankar and Manar Jaradat at Binghamton University (collectively, consultants) to support the modeling analysis. To generate its Preferred Conforming Portfolios, Ava and consultants developed an instance of GenX uniquely suited for Ava's study objectives. GenX is a highly-configurable, open source, constrained linear optimization model that incorporates state-of-the-art practices for electricity resource capacity expansion.[3] GenX is an open-source project that welcomes contributions from the community. For this IRP exercise, GenX was modified to include the following modules to enhance model capability: (1) a market module that models wholesale market participation by LSEs; (2) Planning Reserve module that enforces a reliability requirement to ensure that capacity expansion results maintain extra capacity beyond expected peak demand; and (3) an ELCC constraint that gives the amount of capacity resources use to qualify towards Ava's reliability requirements. GenX was also modified to ensure all resource cost components are discounted to the first year of the entire planning horizon for aggregated multi-stage outputs.

ii. Modeling Approach

The modeling framework used to create Ava's Preferred Conforming Portfolio is a multi-step process that begins with investment and operational decision modeling and concludes with local portfolio optimization. By individually addressing each of the key stages that constitute a robust IRP planning methodology, Ava acquired greater clarity on potential future states of the grid and what the likely impacts would be to its portfolio. In addition, Ava was able to conduct a detailed assessment of the trade-offs between its long-term goals and associated costs of such targets, and as a result, Ava is better positioned to make timely, orderly, and cost-efficient procurement decisions for its customers.

The GenX model consists of multiple layers. In the first layer, the process begins with capacity expansion modeling of the CAISO system in a manner similar to the CPUC's IRP instance of E3's RESOLVE model. E3's RESOLVE model uses a probabilistic method to optimize capacity expansion by sampling random days of resource performance from each month, while GenX applies a deterministic approach that optimizes capacity expansion using a representative week from each month. Start-up and shut-down decisions in the GenX model are modeled at the individual power plant level. GenX also accounts for the commitment of capacity to supply frequency regulation and operating reserves, approximates resource adequacy requirements through a capacity

[3] https://genxproject.github.io/GenX.jl/dev/; see also https://www.energyexemplar.com/

reserve margin requirement, and effectively incorporates public policy constraints, including CO2 emission limits, renewable energy portfolio standards, and minimum technology deployment mandates.

For model inputs, GenX model can condense full year of data, such as retail demand and resource capacity factor profiles, into representative periods during the input processing stage, using a built-in time-domain reduction package. For model results, GenX model can simulate a full year of operational decisions at an hourly resolution and represent operations using multiple sub-periods, such as a representative week for each month. GenX allows the user to create specific constraints – policy, environmental, physical – to these inputs, as well with specific resource technologies (i.e. minimum/maximum amount to build, minimum/maximum amount to procure generally, etc.). This allows the GenX user to match their expectations to how these resources may pan out as well as how well it matches their entity's goals.

iii. Alternative Assumptions

Ava has made several alternative assumptions to either reflect real-world expectations or policy-specific constraints:

1. Ava modeled short-term RA purchase as a potential RA-only resource to account for any shortages in RA supply in the event that there aren't enough resources to procure to meet reliability targets. There are two reasons why Ava went with this assumption: first, it is realistic to assume that an LSE will need to procure short-term RA due to postponed CODs or facility outages. An LSE will not avoid procuring RA due to the compliance nature of the program. Secondly, Ava wanted the model to avoid optimizing for any "new" gas projects simply for RA to make certain that the model was optimizing for cleaner, non-thermal resources.
2. Ava opted to have no new builds in year 2026. This assumption was made due to the reality that the 2026 will be over halfway finished by the time each LSE's IRP is submitted, so it stands to reason that this IRP will not have a procurement order mandate specific to year 2026. Ava therefore went with its current fleet of resources used to meet its compliance requirements (based on IRP inputs) and internal procurement requirements (both by its Board of Directors and other alternative assumptions in the modeling) for 2026. Any shortage in any compliance item is met by an internal market price for that product (REC/CF, RA, energy, etc.).
3. Ava's optimization takes into account the organization's planned use of Power Cost Indifference Adjustment (PCIA) above-market cost allocation to its customers as a natural hedge in the portfolio. This planned market exposure is included as a zero-cost resource (as its use as a risk management tool is not price sensitive) and GenX optimizes for a portfolio that includes this risk mitigation strategy.
4. To ensure that the Preferred Conforming Portfolio complied with both IRP and anticipated RA requirements, Ava constrained the capacity buildout to meet the greater

of either the Reliability Procurement Requirement assigned by the CPUC or peak demand multiplied by the expected planning reserve margin ("PRM").

III. Study Results

A. Conforming and Alternative Portfolios

Pursuant to the *Administrative Law Judge Ruling Setting Requirements for Individual Resource Plans Due June 1, 2026*, an LSE "must submit one 'conforming portfolio' that achieves GHG emissions that are equal to or **less than** [emphasis added] the LSE's proportional Share of the 25 MMT by 2035 and 8 MMT by 2045 GHG target."[4] Ava intends to achieve a portfolio emissions level that is less than its expected share of both the 25 MMT 2035 and 8 MMT 2045 benchmark. As such, Ava developed a single preferred conforming portfolio for the 2026 IRP cycle. Table 2, below,Table 2 lists the resources and corresponding nameplate capacities for the calendar years explicitly modeled in GenX. For additional project related information, please refer to the RDT attachments.

[4] ALJ Ruling, pp. 8–9

Table 2 Nameplate Capacity (MW) of Ava's Preferred Conforming Capacity by Project Type and Technology[5]

[5] Baseline "RA_Only" resources include AVA's allocated share of Cost Allocation Mechanism (CAM) and Central Procurement Entity (CPE) related capacity.

Project	Tech	Project Type	2026	2028	2030	2031	2035	2040	2045
Contracted RA	Aggregate	Baseline	2048	1403.6	1375.3	896.3	919.3	29.3	0
Altamont Winds LLC	Wind	Baseline	54.8	54.8	54.8	54.8	54.8	54.8	0
Imperial Sun Solar LLC	Solar+ Storage	Baseline	0	100	200	200	200	200	0
Corsac Generating Station 1 LLC	Geotherm al	Baseline	0	0	40	40	40	40	40
Daggett Solar Power 3 LLC	Solar+ Storage	Baseline	62.5	62.5	62.5	62.5	62.5	0	0
IP Easley 1 LLC	Solar	Baseline	0	75	75	75	75	0	0
IP Easley 2 LLC	Solar	Baseline	0	75	75	75	75	0	0
EDPR CA Solar Park VI LLC + Sonrisa BESS LLC	Solar+ Storage	Baseline	0	192	384	384	384	384	384
San Gabriel Project LLC	Storage	Baseline	0	50	100	100	100	100	100
Golden Fields Solar III, LLC	Solar	Baseline	112	112	112	112	112	0	0
Henrietta D Energy Storage LLC	Storage	Baseline	10	10	10	10	10	0	0
Kola Energy Storage, LLC	Storage	Baseline	125	125	125	125	125	125	125

Project	Tech	Project Type	2026	2028	2030	2031	2035	2040	2045
MRP Pacific Marketing LLC	Storage	Baseline	96	96	96	96	96	96	0
IP Oberon II, LLC	Solar+ Storage	Baseline	250	250	250	250	250	0	0
PCIA	Aggregate	Baseline	541	123	124	112	20	19	23
Rosemary Solar, LLC	Solar+ Storage	Baseline	0	70	140	140	140	140	140
EDPR Scarlet I LLC	Solar+ Storage	Baseline	130	130	130	130	130	130	0
EDPR Scarlet III LLC	Storage	Baseline	0.00	70.00	70.00	70.00	70.00	70.00	0.00
Sun Pond, LLC	Solar+ Storage	Baseline	85.00	85.00	85.00	85.00	85.00	85.00	85.00
SunZia Wind South LLC	Wind	Baseline	175.40	175.40	175.40	175.40	175.40	175.40	0.00
SunZia Wind North LLC	Wind	Baseline	74.60	74.60	74.60	74.60	74.60	74.60	0.00
Tecolote Wind LLC	Wind	Baseline	100.00	100.00	100.00	100.00	0.00	0.00	0.00
Tumbleweed Energy, LLC	Long-Duration Storage	Baseline	50.00	50.00	50.00	50.00	50.00	0.00	0.00
Tulare Solar Center, LLC	Solar	Baseline	55.83	55.83	55.83	55.83	55.83	55.83	0.00
Zeta Solar, LLC	Solar+ Storage	Baseline	0.00	38.00	75.00	75.00	75.00	75.00	75.00
California Geothermal	Geothermal	Candidate	0.00	35.00	275.22	352.47	1238.56	1238.56	1238.56

Project	Tech	Project Type	2026	2028	2030	2031	2035	2040	2045
Lithium-Ion battery 8hr CA	Li-ion Battery	Candidate	0.00	0.00	339.70	39.70	89.77	89.77	894.63
New Mexico to SCE (PV) wind	Wind	Candidate	0.00	1072.19	1072.19	1072.19	1072.19	1072.19	1072.19
Greater Bay Area Wind	Wind	Candidate	0.00	246.83	246.83	493.678	493.67	493.67	493.67
Kern Wind	Wind	Candidate	0.00	0.00	0.00	0.00	0.00	0.00	245.11
Northern Bay Area Wind (	Wind	Candidate	0.00	0.00	0.00	0.00	0.00	1892.58	1892.58
Short-term RA	Aggregate	Candidate	670.00	706.00	961.40	1152.26	964.24	1764.44	2607.00
SCE East of Pisgah Wind	Wind	Candidate	0.00	509.43	509.43	509.43	509.43	509.43	509.43
North of Lugo Solar	Solar	Candidate	0.00	979.90	979.90	979.90	979.90	6979.90	2483.53
Baja California Wind	Wind	Candidate	0.00	53.17	53.17	53.17	53.17	53.17	53.17

Ava began executing long-term offtake agreements in 2019 and has released 8 RFOs since its inception. Presently, twenty-three (23) of Ava's long-term contracted assets are operational resources and numerous additional resources are scheduled to achieve commercial operation in the next few years. The Tumbleweed Energy, LLC Storage Project, included as a Baseline resource in the above Table 2, was originally a 50 MW 4-hour duration Storage Agreement, and on June 1, 2026, was expanded to an operational 50 MW 8-hr long-duration Storage Agreement. The Contracted RA Project, included as a Baseline resource in the above Table 2, is an aggregate of individual agreements for Resource Adequacy only, supplied by a variety of sources and technologies.

To date, Ava has contracted with seventeen (17) RPS-eligible generating resources of varying types and in some cases with co-located energy storage, to reduce emissions and to cover our load. These resources are described below as physical, in development resources, consistent with the definitions provided in the Resource Data template. Contracts not included in the CPUC's Baseline resource list were added to the Resource Data Templates as physical resources in development for Ava's preferred conforming portfolio to ensure completeness.[6]

Table 3 Ava's current list of contracted long-term generation ("development resources")

Project	Developer	Technology	Forecasted COD	Generation Capacity (MW)	Storage Capacity (MW)
Golden Fields Soar III, LLC	Clearway	Solar	Online	112.00	0.00
Altamont Winds, LLC	Greenbacker	Wind	Online	54.80	0.00
Tulare Solar Center, LLC	Idemitsu	Solar	Online	55.83	0.00
Tecolote Wind LLC	Pattern	Wind	Online	100.00	0.00
Daggett Solar Power 3 LLC	Clearway	Solar + Storage	Online	50.00	12.50
IP Oberon II, LLC	IPX (formerly Intersect)	Solar + Storage	Online	125.00	125.00
EDPR Scarlet I LLC	EDP Renewables	Solar + Storage	Online	100.00	30.00
Sun Pond, LLC	Longroad Energy	Solar + Storage	Online	42.50	42.50
SunZia North, LLC	Pattern	Wind	Online	74.60	0.00
SunZia South, LLC	Pattern	Wind	Online	175.40	0.00
Easley I, LLC	IPX (formerly Intersect)	Solar	3/31/2027	75.00	0.00
Easley II, LLC	IPX (formerly Intersect)	Solar	3/31/2027	75.00	0.00
EDPR CA Solar Park VI LLC	EDP Renewables	Solar + Storage	6/30/2027	200.00	184.00
Zeta Solar, LLC	Longroad Energy	Solar + Storage	7/26/2027	37.50	37.50
Imperial Sun, LLC	Atlantica	Solar + Storage	7/29/2027	100.00	100.00
Rosemary Solar, LLC	Longroad Energy	Solar + Storage	6/1/2028	70.00	70.00

[6] *See* the attached Resource Data Template.

Corsac Generating Station 1 LLC	Fervo	Geothermal	4/1/2030	40.00	0.00

B. Preferred Conforming Portfolios

Ava's Preferred Conforming Portfolio meets the CPUC's requirements of "conforming" and is consistent with the relevant statutory requirements of PU Code Section 454.52(a)(1). Below is a description of how Ava's planned resource mix satisfies each of those requirements.

- The GHG reduction targets established by the State Air Resources Board for the electricity sector are set such that economywide GHG emissions reductions of 40 percent from 1990 levels by 2030 are achieved. By Ava meeting its assigned 25 MMT by 2035 and 8 MMT by 2045 benchmarks —as reflected in the accompanying CSP Calculators, this requirement is satisfied.
- Article 16 (commencing with Section 399.11) of Chapter 2.3 requires LSEs to meet at least 60 percent of retail sales with eligible renewable energy resources by December 31, 2030. Based on *CSP accounting methodologies*, Ava's conforming portfolio is expected to meet 95% of retail sales with eligible RPS energy by 2030.
- Along with its current projections on future market pricing conditions, Ava uses the costs assumptions provided by the CPUC. Ava's IRP modeling methodology applies these assumptions and identifies the least-cost portfolio that satisfies all defined reliability, GHG, and RPS constraints. As a result, Ava's Preferred Conforming Portfolio fulfills its obligation to serve customers at just and reasonable rates and minimizes impacts on ratepayer's bills.
- By satisfying Ava's reliability procurement requirement provided to Ava directly by the CPUC Ava believes it has demonstrated how its Preferred Conforming Portfolio meets the near-term and forecast long-term resource adequacy requirements of Section 380.
- Net of expected curtailments, Ava's planned resource mix is scheduled to provide at least 65 percent of its RPS requirement for each compliance period from contracts of 10 years or more in duration. Please see the following table for supporting values.
- Ava's planned resource mix is a diverse mix of resources that spans multiple technology types. In instances in which transmission upgrades are possible or likely (e.g., offshore wind) the organization will work with the appropriate stakeholders to assess commercial viability in a timely and costly manner. Ava incorporates eligible energy resources procured on behalf of its customers by the Department of Water Resources into Ava's preferred Conforming Portfolio.

- In these ways, Ava's portfolio strengthens the diversity, sustainability, and resilience of the bulk transmission and distribution systems; local communities; and enhances distribution systems and demand-side energy management.
- Ava will continue to monitor the cost and availability of alternative supply-side and demand-side resources that can minimize air pollutant emissions, particularly in disadvantaged communities.

C. GHG Emissions Results

This section discusses the emissions results for Ava's Preferred Conforming Portfolio as calculated by the Clean System Power (CSP) calculator.[7]

While Ava's portfolio meets the accepted definition of a 100% Renewable/CO2-Free Portfolio (eligible renewable or carbon-free resources as a share of *retail* sales, calculated on an annual basis), the modeling specifications developed by staff allowed the use of system power to shape the renewable output and account for transmission and distribution losses. When the resulting Preferred Conforming Portfolio was input into the CSP, some emissions were attributed to the portfolio as an artifact of the CSP's accounting methodology, which models supply and demand on an hourly basis and allocates each LSE a proportional share of system emissions from Combined Heat and Power (CHP) resources. Table 4 shows Ava's CPUC-assigned GHG benchmarks for 2028, 2030, 2035 2040, and 2045.Ava's Preferred Conforming Portfolio is compliant with the CPUC's targets in all years.

Table 4 CO_2 Emissions Summary of Ava's Preferred Conforming Portfolio[8]

CO_2	*Unit*	2028	2030	2035	2040	2045
Coal	*MMt/yr*	-	-	-	-	-
IFM CHP	*MMt/yr*	*0.25*	*0.24*	*0.26*	-	-
Biogas	*MMt/yr*	-	-	-	-	-
Biomass	*MMt/yr*	-	-	-	-	-
System Power Unadjusted	*MMt/yr*	*0.65*	*0.66*	*(0.36)*	*(0.51)*	*0.09*
System Power	*MMt/yr*	*0.58*	*0.58*	*(0.28)*	*(0.42)*	*0.06*

[7] The Clean System Power (CSP) tool is an excel-based workbook provided the CPUC that calculates emissions from CAISO system's dispatchable thermal generation and unspecified imports and allocates them to LSEs based on their planned IRP portfolios.

[8] CHP emissions shown in Table 4 represent Ava's pro rata share of behind-the-meter Combined Heat and Power (CHP) interconnected to the CAISO-controlled electric grid. CHP emissions are determined by the CSP calculator as a function of LSE load, unrelated to the 'actual' GHG-emission profile of any specific LSE's resource portfolio. Avais required to include this allocation in its CSP.

Asset Controlling Supplier	*MMt/yr*	-	-	-	-	-
Total	***MMt/yr***	*0.83*	*0.82*	*(0.02)*	*(0.42)*	*0.06*
Average emissions intensity	*tCO2/MWh*	*0.069*	*0.060*	*(0.001)*	*(0.021)*	*0.003*
Oversupply Emissions Credits	*MMt/yr*	*0.42*	*0.28*	*0.70*	*0.90*	*0.36*

- The only inputs specified by Ava for the CSP workbook were the CPUC-issued retail sales and BTM solar forecasts and Ava's supply portfolio information, which are copied over from the RDT. For this exercise, Ava did not include any custom hourly load shapes or user-specified production profiles.
- The table below provides a summary of the amount of Ava 's portfolio that is provided by RPS and GHG-F resources according to the methodology used in the CSP. Please refer to the CSP calculator file for more information on the emission calculations used to generate the results shown in these tables.

Table 5 CSP Summary of Ava's Preferred Conforming Portfolio

	Unit	**2028**	**2030**	**2035**	**2040**	**2045**
Retail Sales	GWh	12112	13715	17748	19658	20658
RPS-Eligible Delivered Renewable	GWh	10968	13048	20305	23235	23473
GHG free	GWh	11468	13264	20310	23262	23480
RPS-Eligible Delivered Renewable Percentage	% of retail sales	91%	95%	114%	118%	114%
GHG-free Percentage	% of retail sales	95%	97%	114%	118%	114%

D. Local Air Pollutant Minimization and Disadvantaged Communities

iv. Local Air Pollutants

The following tables provide a breakdown of the air pollutant emissions (e.g., Particulate Matter (PM) 2.5, SO_2, and NO_X) associated with Ava's Preferred Conforming Portfolio as calculated by the CSP. As previously mentioned, Ava's primary source of air pollutants are the result of its reliance on system power, as well as it's CPUC-assigned allocation of Combined Heat and Power resources. To minimize the generation of local air pollutants and their corresponding impacts on disadvantaged communities, Ava will continue to monitor the cost and availability of alternative candidate projects as well as the percentage of total supply for the portfolio made up by market purchases.

Table 6 Preferred Conforming Portfolio of PM 2.5 Emissions

PM2.5	***Unit***	**2028**	**2030**	**2035**	**2040**	**2045**
Coal	*tonnes/yr*	-	-	-	-	-
IFM CHP	*tonnes/yr*	*14*	*14*	*14*	-	-
Biogas	*tonnes/yr*	-	-	-	-	-
Biomass	*tonnes/yr*	-	-	-	-	-
System Power	*tonnes/yr*	*36*	*37*	*(20)*	*(29)*	*5*
Total	***tonnes/yr***	*51*	*50*	*(6)*	*(29)*	*5*
Average emissions intensity	*kg/MWh*	*0.0042*	*0.0037*	*(0.0003)*	*(0.0015)*	*0.0002*

Table 7 Preferred Conforming Portfolio SO_2 Emissions

SO_2	***Unit***	**2028**	**2030**	**2035**	**2040**	**2045**
Coal	*tonnes/yr*	-	-	-	-	-
IFM CHP	*tonnes/yr*	*1*	*1*	*2*	-	-
Biogas	*tonnes/yr*	-	-	-	-	-
Biomass	*tonnes/yr*	-	-	-	-	-
System Power	*tonnes/yr*	*3*	*3*	*(2)*	*(3)*	*0*
Total	***tonnes/yr***	*5*	*5*	*(0)*	*(3)*	*0*
Average emissions intensity	*kg/MWh*	*0.0004*	*0.0004*	*(0.0000)*	*(0.0001)*	*0.0000*

Table 8 Preferred Conforming Portfolio NO_x Emissions

NOx	***Unit***	**2028**	**2030**	**2035**	**2040**	**2045**
Coal	*tonnes/yr*	-	-	-	-	-
IFM CHP	*tonnes/yr*	*42*	*39*	*42*	-	-
Biogas	*tonnes/yr*	-	-	-	-	-

Biomass	*tonnes/yr*	-	-	-	-	-
System Power	*tonnes/yr*	*37*	*38*	*(26)*	*(48)*	*5*
Total	***tonnes/yr***	*79*	*77*	*16*	*(48)*	*5*
Average emissions intensity	*kg/MWh*	*0.0065*	*0.0056*	*0.0009*	*(0.0025)*	*0.0002*

v. Focus on Disadvantaged Communities

There are 28 zip codes in Ava's service area that overlap census tracts designated as Disadvantaged Communities (DACs) according to the IRP definition that relies on CalEnviroScreen 4.0. These communities represent an approximate population of 331,000 people. The identified zip codes are as follows:

1. 95205 – August
2. 95204 – Country Club
3. 95231 – French Camp
4. 95215 – Garden Acres
5. 95330 – Lathrop
6. 94601 – Oakland
7. 94603 – Oakland
8. 94606 – Oakland
9. 94607 - Oakland
10. 94608 – Oakland
11. 94609 – Oakland
12. 94612 – Oakland
13. 94621 – Oakland
14. 94577 – San Leandro
15. 94578 – San Leandro
16. 95202 – Stockton
17. 95203 – Stockton
18. 95204 – Stockton
19. 95205 – Stockton
20. 95206 – Stockton
21. 95210 – Stockton
22. 95206 – Taft Mosswood
23. 95376 – Tracy
24. 95215 – Unincorporated San Joaquin County
25. 95206 – Unincorporated San Joaquin County
26. 95242 – Unincorporated San Joaquin County

27. 95330 – Unincorporated San Joaquin County
28. 95336 – Unincorporated San Joaquin County

Ava is committed to serving its DACs through numerous cross-organizational efforts, including in areas of procurement, local program development, increased customer engagement, and equitable policies. Increasing the deployment of clean energy resources in communities disproportionately impacted by air pollution is a key priority for Ava. The DAC Green Tariff (DAC-GT) program expands access to renewable energy in DACs, as designated using CalEnviroScreen 3.0, 4.0, or subsequent versions, by both supporting the development of new clean energy projects in or within 5 miles of a DAC and providing electricity bill savings to eligible customers. Specifically, the program provides participating California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) customers who reside in DACs with 100% renewable energy at a 20% discount. Through the DAC-GT program, Ava has procured 7.28MW renewable nameplate capacity from local, distribution-connected projects sited in DACs in Ava's service area. Ava is in the process of procuring an additional 11.25MW renewable nameplate capacity through its 2026 DAC-GT Request for offers. There are currently over 4,000 CARE and FERA program participants. At full capacity, the DAC-GT program will be able to serve over 7,700 customers.

In addition to the DAC-GT program, in FY 2025–26 Ava conducted the Health-e Communities Pilot, a residential stove electrification pilot program for low-income customers. The Pilot improved participant's indoor air quality through the elimination of natural gas and improving participant's cooking experience through induction technology. In total the Pilot completed 162 gas to induction stove installations and led to deep learnings about electrification program implementation and indoor air quality impacts. Additionally, Ava's efforts to support increased EV adoption, like Ava Charge—a publicly available DC Fast Charging network—will reduce criteria air pollutants improving human health outcomes for all residents, especially those in the most vulnerable communities located along interstate corridors. These programs can be a model for intentional procurement of emission-free power to displace fossil-fueled generation and transportation fuel on behalf of our communities at the most risk of environmental injustices.

Equity is also a single thread guiding Ava's transportation electrification initiatives. Since 2019, Ava has analyzed transportation electrification gaps, needs, and opportunities in our service territory. Nearly half of the residents in our Alameda County service area are renters in multi-family properties that currently have limited access to at-home charging infrastructure. In San Joaquin County that figure is closer to 15%. Significantly, home charging access is often complicated by the age of the properties where renters live. Ava found that almost all the multi-family properties in much of our service territory are over 50 years old, meaning that many of these properties would require costly electrical upgrades above and beyond the cost of installing home charging equipment. Moreover, renters may not have the authority to make the upgrades needed to install home charging equipment because they do not own the property.

Recognizing these systematic challenges to EV adoption for nearly half the residents in our service area, Ava is prioritizing deployment of reliable, convenient, and cost-effective public fast charging. Ava's EV fast charging network, thus far operating 31 plugs at one active site in downtown Oakland, will reduce barriers to access for community members who cannot charge at home to ensure that *all* residents in Ava's service area, especially renters, can join in and benefit from the transition to clean energy transportation.[9]

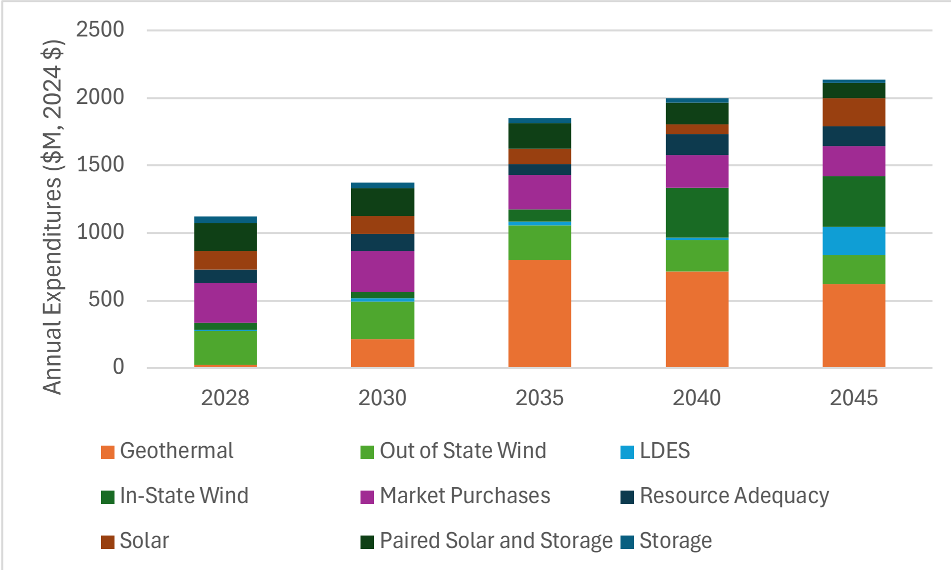
E. Cost and Rate Analysis

Recognizing that affordability is a key component of our long-term procurement strategy, Ava incorporated timely technology costs assumptions and market conditions forecasts into its IRP process to ensure the optimal portfolio reflected Ava's prevailing expectations on the future business landscape. The figure below provides an estimate of the inflation-adjusted total net costs[10] of the Preferred Conforming Portfolio listed in real 2024 USD for select calendar years with a breakdown of the total by major cost category. Ava's reliance on the market for capacity and energy diminishes over time as bundled PPAs assume a larger role in the portfolio.

[9] *See infra* at 43.

[10] Total net costs equals expenditures to serve load in CAISO plus payments to counterparties Ava has signed PPAs and other bilateral agreements with minus offsetting revenue from generation scheduled into the CAISO market.

Figure 3 Inflation-Adjusted Expenses ($M, 2024 $USD) of Ava's Preferred Conforming Portfolio



Currently, Ava offers its customers two different product choices: (1) Bright Choice, which offers a fixed percentage savings[11] relative to PG&E's generation rates for an electricity mix containing a larger percentage of renewables than the baseline PG&E product; and (2) Renewable 100, which offers a 100% renewable electricity mix at a small fixed per-kWh premium relative to PG&E's generation. Though Ava is investigating decoupling from PG&E rates, the timing of such a move will depend on our internal analytical capabilities, the rate at which we are able to build up the operating reserves necessary to ensure our long-term financial health, and the direction provided by Ava's Board.

Ava strives to maintain stable costs for our customers while collecting sufficient revenues by conducting extensive planning and risk-management to intelligently safeguard against the risks of extreme fluctuations in future energy prices.

F. System Reliability Analysis

Ava's Preferred Conforming Portfolio satisfies Ava's reliability procurement requirement and illustrates how Ava contributes its commensurate share of system reliability to the grid. As a part of its IRP filing requirements, every CPUC-jurisdictional entity must demonstrate how it plans to meet its annual reliability requirements for every year in the IRP planning horizon. Ava's Reliability Procurement Requirement is shown below, [redacted] As discussed previously, to ensure that the Preferred Conforming Portfolio complied

[11] Over the course of Ava's operating history, this discount has ranged from 1% to 5%.

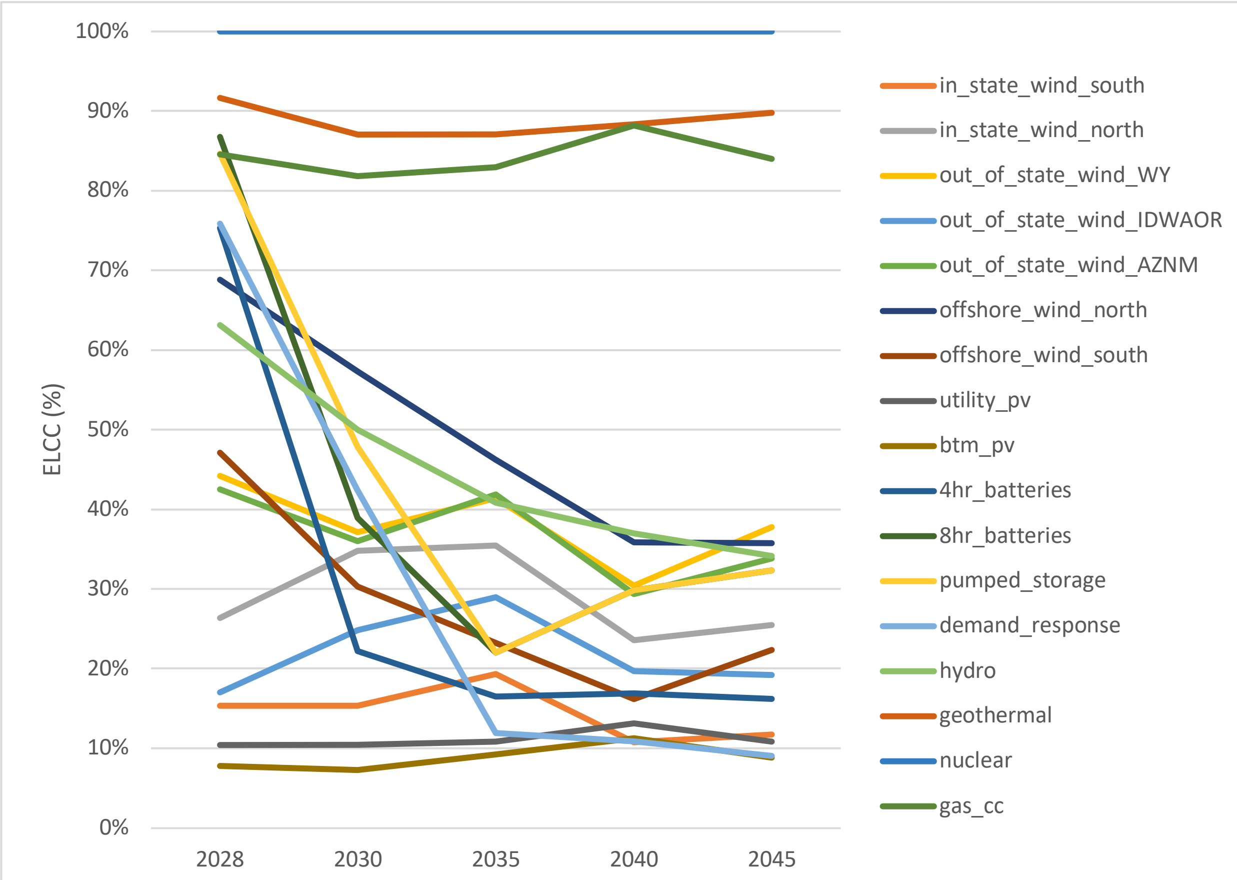
with both IRP and anticipated RA requirements, [redacted]

[redacted]

[redacted]

Ava can satisfy its reliability procurement requirement by either procuring bundled PPAs or RA-Only contracts; the amount of nameplate capacity that qualifies as firm is determined by the underlying physical resource backing the contract. For the 2026 IRP cycle, the CPUC provided marginal Effective Load Carrying Capacities (ELCCs) that are based on a “Perfect Capacity” construct. These ELCCs vary by year and reflect the ability of the resource type to provide reliable capacity during periods of high demand in net load. These ratings also account for the grid-level interactions of a given resource type with another, which is becoming increasingly more important as the grid sources more of its firm MWs from renewable and energy-limited resources. A sample of ELCC assignments for certain resource types and select calendar years for both GHG scenarios are listed below.

Figure 5 Marginal ELCC Assignments



The tables and charts below display the annual marginal reliability need Ava must satisfy and the corresponding composition of its marginal ELCC supply by contract type. Ava acknowledges that there is an increasing amount of project development risk in its portfolio, given that the percentage of its IRP portfolio of RA supply from projects that have not yet achieved commercial operation increases over time. Some of this risk can be managed through prudent procurement: for example, Ava would seek to diversify its contracts across multiple developers, resource types, and expected CODs. Some of this risk can also be managed with procurement of short-term contracts. Ava will continue to monitor this risk factor and update the CPUC with any material updates related to project delays in a timely manner.

[redacted]

[redacted]

Table 9 Load and Resource Table by Contract Status

	2028	2030	2035	2040	2045
Online	1326	1034	1009	62	12
Development	610	306	285	262	97
Review	0	0	0	0	0
PlannedExisting	597	787	800	1556	1532
PlannedNew	718	930	1957	2188	2704
BTM PV	94	94	141	180	150
[redacted]					
LSE total supply (effective MW)	3345	3151	4192	4249	4495
[redacted]					

[redacted]

G. Existing Resource Planning

Ava, like most CCAs, has a preference for energy produced by non-GHG emitting resources. Given our Board-approved goal of achieving an zero-emissions portfolio for Ava's retail demand by

2030, Ava has no plans to enter into long-term contracts with GHG-emitting resources. As such, existing in- and out-of-state hydro resources would generally be attractive to Ava.[12] Staff actively monitors the market to identify opportunities to contract with existing hydro resources—either through short term transactions or through long-term contracts. Ava has been successful in entering into short-term transactions with existing hydro resources to date and does not have any long-term hydro resources in its portfolio at this time. If such resources became available in the coming years, Ava would evaluate those resources for portfolio fit and consider adding these resources to its portfolio. However, Ava recognizes the demand for these resources and the increasing uncertainty associated with their fuel supply as the western United States is increasingly frequently faced with droughts or the potential for droughts and other effects of climate change, such as a greater variance of geographically relevant snow pack and rainfall. Given the uncertainty of hydro resource availability, existing long-term hydro resources are not assumed to contribute to Ava's Preferred Conforming Portfolio. Ava does not assume existing wind, solar, or battery storage resources in its portfolios but will evaluate existing resources for cost competitiveness in relation to generation profile in future procurements as these resources roll off their long-term contracts. Ava assumes 0% of its portfolio will be served by contracted coal or nuclear resources. While Ava's Board has approved acceptance of Ava's allocated share of existing nuclear generation to offset unspecified energy, that allocation is not counted toward Ava's carbon-free target, cannot be bought or sold, and is not assumed to continue beyond the scheduled retirement of the underlying facilities in 2029 and 2030.

While Ava will evaluate opportunities to contract with existing clean resources, there are currently no specific existing CAISO resources Ava has plans to contract with in the future. Due to the limited and uncertain availability, Ava's approach to contracting with existing resources should be regarded as opportunistic and resulting from such resources submitting offers for long-term or short-term contracts to Ava at a price and forecasted net present value that is competitive with new-build resources.

H. Hydro Generation Risk Management

Ava's Preferred Conforming Portfolio does not include any expectations of long-term hydro asset contracts, whether with in-state or out-of-state hydro resources.[13] Ava does intend to enter into short-term transactions for large hydroelectricity, likely from out-of-state resources, to help Ava achieve its goals of having an emission-free portfolio by 2030, but Avas ability to meet RPS and

[12] *C.f. infra*, p. 34.

[13] *See* [redacted] *supra*, p. 13.

RA compliance obligations is unrelated to and unthreatened by its ability to procure *excess* carbon-free energy from hydro assets.

California and the Western North America are seeing increased levels of extreme heat duration and intensity. Concurrently, precipitation in the form of rain and snow are proving to be a less consistently reliable as ‘fuel source’ for hydro power across this same area. Ava's primary exposure to drought and other climate-related reductions in hydroelectric generation is through their effects on CAISO energy markets and forward electricity prices. This exposure is exacerbated by low-level snow water content across the state of California that has been measured so far for 2026,[14] which further decreases hydro generation and increases spot prices across the CAISO. Because Ava procures a portion of its energy needs through short-term transactions, persistent drought will increase market forward prices and result in higher prices being offered for forward transactions than would be associated with average or above average hydro years. Any Ava demand exposed to the CAISO day-ahead and real-time market will be subjected to greater price volatility in hours of exposure.

Ava manages its exposure to high forward market prices by implementing its Board- and Risk Oversight Committee-approved Risk Management Regulations (“Risk Regs”). [redacted]

I. Long-Duration Storage Planning

Since the prior IRP submittal, Ava has successfully brought online an 8-hour battery and is contracted for an additional 8-hour battery resource. Ava executed an agreement with Tumbleweed LLC to expand the 4-hour battery to an 8-hour battery, at the current 50 MW nameplate capacity. The Tumbleweed 8-hour battery successfully became operational this June 1, 2026, and accounts for 42 MW of NQC long-duration storage, which is more than the 37 MW MTR requirement. Additionally, Ava has contracted for a 13.33 MW 8-hour battery resource with MRP Pacific Marketing III LLC that is expected to come online in the summer of 2027.

Long duration storage is a unique resource in the broader California energy mix. Ava recognizes the need for resources that can go beyond the 4-hour standard energy storage product. However,

[14] https://cdec.water.ca.gov/reportapp/javareports?name=PLOT_SWC

the economics for these resources remains challenging. Ava is assessing the need to contract additional long duration storage to meet compliance requirements associated with the new D.26-02-057 procurement order.

J. Clean Firm Power Planning

Ava received multiple offers for geothermal resources that fit the Clean Firm Power requirements in its 2020 Renewable Energy and Storage RFO.[15] Though Ava elected not to execute contracts with any of the geothermal resources offered in the RFO, when the CPUC released the MTR procurement order Ava was able to initiate bilateral negotiations with one of the projects that had been previously offered. In April 2022, Ava executed a contract with Corsac Generating Station 1 LLC for a 40 MW geothermal facility which will be constructed in Churchill Country, Nevada. The facility is scheduled to achieve commercial operation in April 2030. This resource will contribute value from renewable generation to Ava's portfolio and serve as a firm baseload resource and hedge against price and supply stack volatility. Ava also looks forward to incorporating the high-capacity factor RA into its RA position. Ava must obtain import allocation rights (IAR) to ensure energy generated by the resource is fully deliverable into CAISO and that the resource will provide RA value, thus there is some risk associated with the project. Ava is working closely with the developer, Fervo Energy, to monitor CAISO transmission planning and evaluate probability that IAR will be available at the intended delivery point. If in Ava and Fervo's estimation the ability to obtain IARs at the intended point is at risk, Ava has some contractual ability to change the delivery point to a different CAISO branch group. In February of 2026, CPUC issued Decision (D.) 26-02-057 under the formal IRP proceeding docket Rulemaking (R.) 25-06-019 that requires a portion of the procurement mandate to be at least 25% from clean, firm power or long duration energy storage to come online on or before 2032. As such, Ava issued an RFO in May of 2026, which includes the request for clean, firm power as well as long duration energy storage to potentially meet or make progress in meeting the incremental procurement order.

K. Non-CAISO, including Out-of-State, Wind Planning

Cost declines in solar resources from the early 2000s until approximately 2021 have largely resulted in lower pricing for solar generation, and lower costs on a levelized basis, as compared to wind. However, the diurnal production profile of solar means that wind resources can potentially act as an important complementary resource in LSEs' portfolios, supplementing renewable production in overnight and winter hours and reducing the need for load shifting from

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[15] https://Ava.org/2020-rfo/

battery or demand-side resources. Ava has issued several RFOs since 2021 and considers the value and risks of out of state, wind imports, among other technologies. One recently acquired wind resource comes from New Mexico and intends to utilize as much Maximum Import Capability (MIC) as available to import the generation and capacity from this resource. However, for planning purposes, MIC and other transmission development considerations are the main roadblock for bringing out of state wind to the Ava supply portfolio.

Ava has one energy-only (no RA) out-of-state wind resource in its portfolio and generating electricity at this time. Ava is aware of and following CAISO's Transmission Planning Process (TPP) solicitation of interest regarding Idaho-area (and other States) out-of-state wind and in the CAISO's corollary to its TPP, the 20-year Transmission Outlook in which transmission projects that support access to out-of-state resources are evaluated. Ava is interested in out-of-state wind resources should their project economics appear more favorable than the economic assumptions underpinning the IRP analysis and will provide updates on any long-term contracts Ava enters into should that come to pass.

L. Offshore Wind Planning

In this IRP analysis cycle, Ava has not selected OSW resources for its Preferred Conforming Portfolio. While there has been significant interest in offshore wind (OSW) development in the California and Pacific Coast region, a range of multi-jurisdictional challenges have clouded the development timelines for OSW resources regionally.

M. Transmission Planning

Recognizing that transmission upgrades can constitute cost-effective investments in firm power, a key part of Ava's IRP plan includes looking for opportunities to increase the deliverability of existing and new generation facilities. Based on the information available at this time, Ava does not expect to incur any transmission-related restrictions on its procurement strategy for either baseline or planned resources.

Currently, there are no baseline resources with a "Development" status that require any transmission upgrades to achieve FCDS. As for planned resources, the only resource category in Ava's portfolio that may require an upgrade to the existing transmission system is offshore wind. Where viable, Ava is observing the potential for procurement of offshore wind depending on costs and the longer-term capability for development, availability, and other considerations. As for its plan to procure wind in the near-term horizon, Ava conducts procurement RFOs to assess market conditions related to costs, location, and timing of new resources. It will emphasize the addition of wind to the portfolio, but the final amount, location, and timing will ultimately depend on the market pricing offered by project developers.

While Ava strives to execute contracts for long-term resources across a diverse geographic area to mitigate risks associated with congestion and limited deliverability in select load pockets, Ava currently has no firm restrictions regarding the location of any of its planned candidate resources, as long as full capacity deliverability (FCDS) status is attainable.[16] The modeling framework used in this year's IRP has limited ability to account for transmission related constraints (e.g., congestion and interconnection capability) during the optimization stage. Moreover, the model assumes that any additional costs stemming from an Area Distribution Network Upgrade (ADNU) project are accounted for in the CapEx assumptions. Ava recognizes these limitations and will evaluate opportunities to mitigate the impacts of these limitations in future modeling exercises. At this time, Ava has no stated objection to the CPUC or CAISO relocating their candidate projects, assuming similar availability and costs for any given replacement project.

IV. Action Plan

The IRP study is a valuable planning tool and provides guidance that contributes to Ava's procurement strategy. However, neither Ava's IRP analysis nor the make-up of its Preferred Conforming Portfolio should be viewed as an explicit roadmap or firm commitment for future procurement. While Ava values the lessons learned through the IRP analysis, Ava will make procurement decisions and enter into contracts based on the resources available in the market and the cost and value proposition of those resources based on current and forward market projections at the time the resources in question are offered to Ava. Ava also notes that there remains significant uncertainty around the availability and timing of new resource types such as offshore wind. Since the COVID-19 pandemic began in 2020, supply-chain disruptions have increased costs, constrained the availability of critical components, and contributed to delays for renewable and conventional generation projects. Although some pandemic-era disruptions have eased, resource development now faces substantial additional uncertainty from changes in federal policy. The accelerated phaseout of federal tax credits for wind and solar projects, new restrictions tied to foreign-sourced components, increased tariffs on imported equipment and key materials, and heightened federal review of renewable energy development on public lands may increase project costs, limit equipment availability, and delay or prevent projects from reaching commercial operation. No load-serving entity can independently resolve these market,

[16] A limited exception to Ava's preference for geographically diverse resources is that Ava does have a preference for projects sited in its own service territory for their contribution to local reliability, local air pollution reduction, and to minimize basis risk.

trade, tax, and permitting constraints, leaving Ava exposed to continued uncertainty regarding resource availability, pricing, and construction timelines.

N. Proposed Procurement Activities and Potential Barriers

The following sections describe Ava's planned procurement activities flowing from the IRP portfolio analysis and Preferred Conforming Portfolio, as well as potential barriers to those actions.

i. Resources to meet IRP mandated procurement requirements, including D.21-06-035 and D.23-02-040

Table 10 Ava Mid-Term Reliability IRP Procurement

Resource Name	Expected or Actual COD	Procurement from which it was contracted
Sun Streams 2, LLC	6/1/2023	Bilateral negotiation
Daggett Solar Power 3 LLC	9/5/2023	2020 Renewable Energy and Storage RFO
IP Oberon II, LLC	1/1/2024	2020 Renewable Energy and Storage RFO
EDPR Scarlet I LLC	5/3/2024	Amended & Restated PPA executed 9/30/2025
Tumbleweed Energy, LLC*	4hr: 7/16/2024 8hr: 6/1/2026	4hr: 2020 Renewable Energy & Storage RFO 8hr: Bilateral Negotiation
EDPR Scarlet II BESS LLC	12/11/2024	Bilateral negotiation
EDPR Scarlet II LLC	12/27/2024	Bilateral negotiation
Kola Energy Storage, LLC	8/1/2025	2022 Renewable Energy and Storage RFO
MRP Pacific Marketing LLC	8/20/2025	2022 Renewable Energy and Storage RFO
Alpaugh BESS, LLC	5/29/2026	2022 Renewable Energy and Storage RFO
Sun Pond, LLC	4/1/2026	2022 Renewable Energy and Storage RFO
Sunzia Wind North LLC	5/29/2026	2023 Joint CCA RFO. Bifurcated into separate North and South Agreements on 5/27/26
Sunzia Wind South LLC	5/29/2026	2023 Joint CCA RFO. Bifurcated into separate North and South Agreements on 5/27/26
IP Aramis, LLC		Bilateral negotiation
EDPR Scarlet III LLC		Bilateral negotiation
Imperial Sun Solar LLC		2024 Joint CCA RFO
Sonrisa BESS LLC		Bilateral negotiation
EDPR CA Solar Park VI LLC		Bilateral negotiation
San Gabriel Project III LLC		2024 Joint CCA RFO
MRP Pacific Marketing III LLC		2024 Joint CCA RFO
Zeta Solar, LLC		2023 Joint CCA RFO
Rosemary Solar, LLC		2023 Joint CCA RFO
Corsac Generating Station 1 LLC	4/1/2030	Bilateral negotiation
Other Resources Currently Under Negotiation		

*Tumbleweed was contracted as a 4-hour battery, originally operational on 7/16/2024. The facility was later expanded to an 8-hour battery to satisfy long-duration energy storage (LDES) compliance requirement. The 8-hour battery expansion became operational on June 1, 2026.

Ava has entered twenty-three (23) long-term contracts that contribute to its D.21-06-035 and D.23-02-040 requirements; executed agreements are listed above. Through the 2026 compliance period Ava has brought on 460.81 MW of renewable resources and is over the current compliance requirement by 46.81 MW. By the end of the compliance period Ava expects to have brought online 1,051.74 MW of renewable resources and exceed the compliance obligations by 496.74 MW.

a. 1,000 MW of firm zero-emitting resource requirements

Table 11 Ava Mid-Term Reliability IRP Procurement – Firm Zero-Emitting Resources

Resource Name	**Expected or Actual COD**	**Procurement from which it was contracted**	**Notes**
Corsac Generating Station 1 LLC	April 1, 2030	Bilateral negotiation	Amended agreement extending COD to accommodate transmission system upgrades

In February of 2022, Ava executed a long-term contract with Fervo Energy to meet its Firm Zero-Emitting Resource requirements under D.21-06-035. Ava's 40 MW Corsac Generating Station 1 project was expected to achieve COD in June 2026. Ava amended the contract in August 2024 extending the online date to accommodate required NV energy transmission system upgrades. The revised commercial operation date is April 1, 2030.

b. 1,000 MW of long-duration storage resource requirements

Table 12 Ava Mid-Term Reliability IRP Procurement - Long-Duration Energy Storage

Resource Name	**Expected or Actual COD**	**Procurement from which it was contracted**
Tumbleweed Energy, LLC	4hr: 7/16/2024 8hr: 6/1/2026	4hr: 2020 Renewable Energy & Storage RFO 8hr: Bilateral Negotiation
MRP Pacific Marketing III LLC	[redacted]	2024 Joint CCA RFO

Ava has fulfilled the long-duration resource requirement with the Tumbleweed 8-hour BESS. Tumbleweed was originally contracted as a 50 MW 4-hour battery that came online on July 16, 2024. Ava worked with the development team to expand the battery duration at the site from a 4-hour battery to an 8-hour battery. The Tumbleweed 8-hour battery became fully operational on June 1, 2026. Additionally, Ava has contracted with MRP Pacific Marketing III LLC for a 13.33

MW 8-hour battery expected to reach commercial operation June 30, 2027. MRP Pacific Marketing III LLC will be reducing capacity from a thermal resource that shares the same interconnection capacity.

c. 2,500 MW of zero-emissions generation, generation paired with storage, or demand response resource requirements

Table 13 Zero Emission, Co-located, and DR Procurement Activities

Resource Name	Expected or Actual COD	Procurement from which it was contracted
Sun Streams 2, LLC	6/1/2023	Bilateral negotiation
Daggett Solar Power 3 LLC	9/5/2023	2020 Renewable Energy and Storage RFO
IP Oberon II, LLC	1/1/2024	2020 Renewable Energy and Storage RFO
EDPR Scarlet I LLC	5/3/2024	Amended & Restated PPA executed 3/21/2022
Tumbleweed Energy, LLC	4hr: 7/16/2024 8hr: 6/1/2026	4hr: 2020 Renewable Energy & Storage RFO 8hr: Bilateral Negotiation
EDPR Scarlet II BESS LLC	12/11/2024	Bilateral negotiation
EDPR Scarlet II LLC	12/27/2024	Bilateral negotiation
Kola Energy Storage, LLC	8/1/2025	2022 Renewable Energy and Storage RFO
MRP Pacific Marketing LLC	8/20/2025	2022 Renewable Energy and Storage RFO
Alpaugh BESS, LLC	5/29/2026	2022 Renewable Energy and Storage RFO
Sun Pond, LLC	4/1/2026	2022 Renewable Energy and Storage RFO
Sunzia Wind North LLC	5/29/2026	2023 Joint CCA RFO
Sunzia Wind South LLC	5/29/2026	2023 Joint CCA RFO
IP Aramis, LLC		Bilateral negotiation
EDPR Scarlet III LLC		Bilateral negotiation
Imperial Sun Solar LLC		2024 Joint CCA RFO
EDPR CA Solar Park VI LLC		Bilateral negotiation
San Gabriel Project III LLC		2024 Joint CCA RFO
Zeta Solar, LLC		2024 Joint CCA RFO
Rosemary Solar, LLC		2024 Joint CCA RFO

Ava has contracted enough resources to satisfy all D.21-06-035 and D.23-02-040 requirements. If all remaining contracts reach commercial operation as expected, Ava will have 496.74 MW of excess capacity to count towards the D.26-02-057 procurement order.

Ava has used excess capacity to support other LSEs in fulfilling their compliance obligations. Ava executed a swap with Clean Power San Francisco for 70 MW of capacity from Ava's portfolio of resources through November 2025 to December 2026. Additionally, Ava executed a sale of 5

MW of long-duration storage with Sonoma Clean Power from June 2028 to May 2038. Ava will continue to assess portfolio needs and support grid reliability.

d. All other procurement requirements

Ava is currently evaluating portfolio needs to satisfy the new D.26-02-057 procurement order. As mentioned, if all current contracts come online Ava will have excess capacity from the D.21-06-035 and D.23-02-040 orders to count towards the new order. Ava will continue to assess our portfolio and identify opportunities to support grid reliability.

ii. Plans for resources that are currently non-candidate in CPUC's IRPs not described above

None at this time.

iii. Other renewable and/or zero carbon resources not described above

None at this time.

iv. Other energy storage not described above

None at this time.

v. Other demand response not described above

None at this time.

vi. Other energy efficiency not described above

Ava administered a CPUC-approved energy efficiency program from 2023 through 2026 focused on reducing energy use in large, nonresidential buildings. The program emphasized low- and no-cost operational improvements delivered through Strategic Energy Management (SEM) and Normalized Metered Energy Consumption (NMEC) approaches, as well as targeted incentives for commercial heat pump water heaters. Ava expects to achieve approximately 12 GWh of annual energy savings across all participating sites in this program. Looking ahead, Ava will continue to evaluate opportunities for energy efficiency investments that support beneficial electrification, improve load flexibility, and bring value to customers.

vii. Other distributed generation not described above

Ava launched the Resilient Home program in 2020 to provide backup power to single and multifamily residential homeowners facing rolling blackouts or Public Safety Power Shutoff (PSPS) events, while generating Resource Adequacy (RA) benefits for Ava. Currently, the program aggregates over 990 enrolled residential battery storage systems paired with PV in Ava's service territory, dispatching stored energy (from solar) during the 5–9 PM net peak window on weekdays to provide load modification benefits. This program is contracted to run for 10 years and is currently in its fourth year.

a. SmartHome Battery

Ava has developed a residential battery storage program called SmartHome Battery to lower the initial cost of installing a new solar and battery system or adding a home battery to an existing solar system for residential customers, while adding reliable batteries to Ava's community Virtual Power Plant (VPP). This program allows market-rate customers to receive an upfront incentive of \$90/kWh for the installation of new batteries, or \$500/kWh for income-qualified customers enrolled in CARE or FERA, with incentives varying by battery size and the capacity nominated by the customer. Additionally, customers can earn \$3/kWh/month in ongoing participation payments by connecting to Ava's VPP and sharing their battery capacity. Ava will also contract with residential storage aggregators to participate in our VPP and who can deliver load modification or event dispatch.

b. Critical Municipal Facilities

Ava is currently developing projects that will provide energy resilience by powering essential municipal facilities with solar and battery systems that keep critical services running during power outages. This includes 8 sites across 4 cities, including fire stations, community centers, food banks, equipment yards, and City Council buildings. These projects will consist of 490kW of solar panels and 1.34MWh of battery storage, which will generate 778,000kWh of clean energy in their first year of operations alone. Ava has executed 25-year Power Purchase Agreements with each City for these projects.

c. Ava Resilient Hub Initiative

Ava's Community Resilient Hub Initiative is designed to support the development of community-serving facilities that can provide critical services and resources before, during, and after power outages and emergencies. The initiative includes both technical assistance services and financial incentives to help eligible organizations assess, design, and implement solar + battery storage systems that support critical facility operations and improve community resilience. Over time, Ava will continue to evaluate opportunities to integrate these batteries into our virtual power plant.

viii. Transportation electrification, including any investments that correspond to different levels than what is included in Integrated Energy Policy Report (IEPR)

Ava has multiple transportation electrification efforts underway. What follows is a high-level summary of these activities.

e. DCFC Hubs

Ava is investing in deploying a dense regional network of public DCFC infrastructure to deliver charging throughout our service area. Ava is prioritizing development of this network to ensure all Ava customers are served and establish Ava's Joint Power Authority member communities as leaders in affordable and accessible EV fast charging. Ava's goal is to facilitate regional adoption of EVs in excess of the regional share of the California goal of 5 million zero-emission vehicles on the road by 2030. To support this goal, Ava plans to build and operate public fast charging hubs, each with a minimum of 10 DCFCs. Ava is focused on siting its hubs in areas with a dense population of renters.

Ava's first such project is on the border of West Oakland and Downtown Oakland, in a municipal parking garage. The location is within the Bay Area Air Quality Management District AB617 boundary for West Oakland. This DCFC hub is currently the largest in Oakland and the second largest in Alameda County. More importantly, within two square miles of the DCFC hub are approximately 1,000 multi-family properties with over five units at each premises including over 100 in West Oakland specifically. This project enables 60 minutes of free garage access for community members while charging, and all DCFCs are powered by Ava's Renewable 100 electricity product.

Ava is working to develop additional projects throughout its service area including but not limited to the Cities of Berkeley, Hayward, Livermore, Pleasanton, and Fremont.

f. SmartHome Charging

Ava SmartHome Charging is an electric vehicle (EV) and plug-in hybrid electric (PHEV) managed charging program that shifts charging to times when energy is cheaper and emissions are lower. The program integrates these devices into Ava's VPP utilizing third party providers, like Optiwatt, to reduce energy grid strain caused by at-home charging. The program optimizes participants' at-home charging to ensure vehicle charging automatically occurs during lower-cost, renewable energy times – saving money for both Ava and our customers while ensuring their desired read-by-time and state of charge requirements are met.

ix. Building electrification, including any investments that correspond to different levels than what is included in Integrated Energy Policy Report (IEPR)

None at this time

x. Potential Centralized Procurement, pursuant to AB-1373

Ava incorporated centralized procurement in its Preferred Conforming Portfolio per CPUC guidance.[17]

xi. Other

Ava has worked with several of its member cities to develop and achieve Climate Action Plans, where cities transition their default energy service to Ava's Renewable 100. Ava's Renewable 100 service is sourced from California wind and solar facilities, including a new wind farm in Livermore. As Ava's service area grows and more member cities adopt their own Climate Action Plans, Ava will continue to maintain a portfolio that achieves 100 percent clean energy for customers in this service.

O. Ava Rate Programs

Ava currently participates in the CPUC- and state-funded bill assistance programs: CARE, FERA, Arrearage Management Plan (AMP), Percentage of Income Payment Plan (PIPP), and DAC-GT. Through these programs, Ava aims to remove economic barriers for ratepayers in our service area. The CARE and FERA programs provide income-qualifying customers with a monthly discount on their electric bill. The PIPP pilot program caps participating customers' monthly energy bills at a fixed amount based on their income level. AMP is a debt forgiveness program that offers customer assistance with overdue bills. DAC-GT provides 100% renewable energy and a 20% electric bill discount to income-qualifying customers residing in a DAC.

a. Self-Generation Electrification Programs

i. Resilient Home program

Ava's Resilient Home program, in partnership with Sunrun, provides backup power to more than 990 single- and multifamily homeowners. Enrollment in the Sunrun Resilient Home program focuses on equitable access in areas affected by rolling blackouts, with a target percentage of delivered capacity sourced from disadvantaged communities, CARE/FERA, and Medical Baseline customers.

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[17] AB 1373 Resource Allocation Methodology for 2024-2026 IRP Cycle Filing Requirements (March 19th, 2026); Characterizing AB 1373 Allocations in LSE Preferred Conforming Portfolios for 2024-2026 IRP Cycle Filing Requirements (March 19, 2026)

ii. SmartHome Battery

This program allows customers to receive an upfront incentive of $90/kWh for the installation of new batteries, with income-qualified customers enrolled in CARE or FERA eligible for a higher upfront incentive of $500/kWh. Customers can earn $3/kWh/month by participating in Ava's VPP.

b. Transportation Electrification Programs

i. Ava Bike Electric

Ava Bike Electric aims to increase access to e-bikes, reduce carbon emissions, and support local businesses. At $10 Million, this is the largest e-bike program in the U.S. along with the City of Portland. Ava has partnered with Alameda County Transportation Commission to extend this program to more residents and assess transportation mode shift by new e-bike users with $4 Million of the budget coming from their grant.

The program provides point-of-sale incentives while also integrating education on biking, e-bikes, and safety; screening local bike shops & qualified products; and connection to local community groups to improve the participant experience of purchasing and using an e-bike. At least 40% of the incentive funds are dedicated to income qualified participants, which are verified automatically by enrollment in CARE, FERA, or EAP (through Alameda Municipal Power) electricity rate reduction programs. Income qualified participants receive a higher e-bike rebate amount and a safety equipment rebate for locks, lights, and helmets.

c. Grants

i. Community Investment Grants

The Community Investment Grants initiative will invest $7M of Ava's Local Development budget into the community (2024-2030), for projects designed to aid in the energy transition, by engaging hard to reach communities and delivering energy-related social and environmental benefits to Ava residents.

This initiative, beginning in 2023, is designed to allocate funding dollars towards less restrictive, multi-year grant opportunities to non-profit and community-based organizations (CBOs).

Grant funded projects are designed incorporating Ava's Grantmaking Strategy that encompasses organizational strategic priorities for Ava's grantmaking portfolio; guided by Ava's ethos, mission, and organizational objectives.

The first two programs deploy robust marketing, education, and outreach strategies to meet our low-income, multi-family customers. Ava integrates thorough data analytics to best meet the needs of our disadvantaged communities. Ava intends to ensure that those who have been historically excluded in the clean energy transition have access to these programs to propel a just, all-electric transition.

Furthermore, Ava's governance structure allows community input through the Community Advisory Committee (CAC), which consists of twelve members, plus five alternatives. Formed in 2016, Ava's CAC advises the Board on all subjects related to our operations. The committee acts as a liaison between key stakeholders and our Board, holding public committee meetings on a regulator basis. Having diverse community members is important to Ava, including geographic diversity.

P. LSE's Tribal Customers

There are no federally recognized tribal lands in Ava's service area.

Q. Procurement Products

In the final version of this report, Ava will provide a description of any physical and financial products they intend to utilize in procurement activities associated with their preferred conforming portfolio. This will include any electric or gas procurement products, GHG products, credit products, or exchanges.

R. Commission Direction of Actions

Ava encourages the Commission to consider the following items.

The IRP is an imprecise forecast of LSE portfolio needs using assumptions about the future state of resource costs, timely interconnection with available deliverability, and load forecasts. The conclusions of an LSE's IRP analysis provide more or less useful directional guidance about how their portfolio needs may change and what steps they may need to take in the future.

Ava anticipates that its portfolio needs in the future will differ from its Preferred Conforming Portfolio. The Commission should not expect nor insist that LSEs precisely follow the procurement plans reflected in their IRP portfolios.

V. Lessons Learned

As Ava has matured, we are looking further ahead to determine the best resource portfolio that will achieve our organizational goals while contributing to system reliability and emission reduction goals for the State. To succeed, we need to manage our portfolio effectively, adding clean energy resources with the appropriate attributes to meet our portfolio needs over time. Striving to achieve Ava's Board-established a goal of providing 100% clean energy on a net-annual basis by 2030,[18] Ava purposefully sought to expand and improve the capability of our long-term portfolio planning both in preparation for the 2026 IRP LSE Plan submittal as well as to improve our own long-term portfolio management. We have adopted markedly different tools and methodologies used for this year's IRP plan from previous cycles[19] to establish an enhanced baseline of long-term analytical capability that can be adapted and repeated more frequently that the current CPUC IRP cycle requires. Ava's ultimate long-term portfolio strategy is to provide affordable, clean energy to our customers; Ava's expanded long-term planning will be a critical tool in guiding our procurement strategy to manage portfolio needs over time.

As Ava's long-term portfolio analysis continues to improve, we have identified several areas that warrant improvement.

S. Commission Should Recognize the Needs of Public Agency LSEs to Develop IRP Plans

For this IRP cycle, the Commission initially established a filing timeline that provided approximately 6 months from the release of final filing requirements and the filing deadline.[20] As filing requirements continued to be refined several months after that ruling, the Commission extended the filing deadline to August, approximately 5 months after final filing materials were released.

[18] *See supra*, n. **Error! Bookmark not defined.**

[19] *See supra* at p. 8.

[20] See January 2026 ALJ Ruling.

The CPUC's development of the IRP filing requirements and materials on the one hand, and Ava's (like other public agencies) required internal governance process on the other increases timeline complexity. Namely, while the filing deadline to submit an IRP LSE Plan is established by the Commission (e.g., for this year it is August 10, 2026), Ava must obtain filing authority from its Board well in advance of the CPUC's filing date (e.g., for this year Ava sought approval from its Board on July 15, 2026). As a public agency, Ava must comply with public meeting notice requirements such as the duty to publish Board meeting materials in advance of regularly scheduled meetings. While Ava is governed by a Board comprised of elected officials from every municipality within our service territory, our Board is advised by a Community Advisory Committee in addition to Ava Staff. Ava must comply with public meeting notice requirements for our advisory committee as well. To ensure that our Community Advisory Committee *and* our Board have a meaningful opportunity to review and approve our IRP LSE plan, Ava must complete its IRP analysis and plan development approximately one month prior to the CPUC's filing deadline.

Ava, like other public agencies participating in the IRP proceeding, therefore has less time to develop and prepare our IRP analysis than might be perceived by the filing due date that the Commission sets. Ava asks that the Commission consider the process to which public agencies must adhere when setting IRP cycle milestones, fixing the closed system of planning parameters, and establishing IRP LSE Plan filing deadlines.

T. Transmission Congestion and Interconnection Deliverability Slow Incremental Resource Development

Ava anticipates that the challenges of bringing incremental generating resources online will continue in light of congested transmission capacity across the CAISO system and scarce interconnection deliverability for new resources connecting to the grid. The Commission should consider what steps it may take to support efforts by CAISO and others to alleviate transmission congestion and deliverability scarcity for generation interconnection projects serving California load.

U. IRP-Directed Procurement Risks Displacing LSE Portfolio Management and Procurement Goals

Ava continues to be concerned that the CPUC's IRP process may have the effect of displacing Ava's own portfolio management autonomy. Recognizing that the Commission is eager to encourage additional procurement beyond LSE need,[21] given Ava's relatively small size within the broader LSE landscape, the Commission's procurement direction risks overwhelming Ava's ability to procure resources that reflect our mission and guidance from our Board.

Ava is cognizant of its place within the broader LSE landscape. Ava fully appreciates our obligation to serve load with a resource portfolio that complies with Ava Board guidance as well as State reliability and emission requirements. However, Ava notes that the Commission's conclusions based on its analysis of individual LSE-submitted resource portfolios has often resulted in significant additional procurement requirements for Ava, and other LSEs generally. Ava has a responsibility to manage its resource portfolio in accordance with the direction set by Ava's member city and municipal representatives. Yet Ava's IRP analysis, and the resulting preferred conforming portfolio, are based on assumptions regarding Ava's load change over time, availability of transmission capacity over the planning horizon, relative market energy prices, and costs associated with procurement of then-existing or new resources across the Western Interconnection. In other words, Ava's IRP portfolio is highly dependent on these assumptions and projections. Whether a particular resource or technology best suits Ava's future portfolio needs within the IRP planning context should guide but not constrain Ava's portfolio management decision-making or strategy.

Where Ava receives a directive from the Commission to procure capacity or energy from specific resource technologies, this 'forced portfolio adjustment' risks displacing other procurement Ava might have undertaken. Ava ultimately is striving to achieve a 24/7 coincident clean energy portfolio to meet its customers' load. Commission procurement direction constrains Ava's procurement autonomy.

[21] *See* 9/8 ALJ Ruling at p. 8.

Glossary of Terms

Alternative Portfolio: *LSEs are permitted to submit "Alternative Portfolios" developed from scenarios using different assumptions from those used in the Preferred System Plan with updates. Any deviations from the "Conforming Portfolio" must be explained and justified.*

Approve (Plan)*: the CPUC's obligation to approve an LSE's integrated resource plan derives from Public Utilities Code Section 454.52(b)(2) and the procurement planning process described in Public Utilities Code Section 454.5, in addition to the CPUC obligation to ensure safe and reliable service at just and reasonable rates under Public Utilities Code Section 451.*

Balancing Authority Area (CAISO): *the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.*

Baseline resources: *Those resources assumed to be fixed as a capacity expansion model input, as opposed to Candidate resources, which are selected by the model and are incremental to the Baseline. Baseline resources are existing (already online) or owned or contracted to come online within the planning horizon. Existing resources with announced retirements are excluded from the Baseline for the applicable years. Being "contracted" refers to a resource holding signed contract/s with an LSE/s for much of its energy and capacity, as applicable, for a significant portion of its useful life. The contracts refer to those approved by the CPUC and/or the LSE's governing board, as applicable. These criteria indicate the resource is relatively certain to come online. Baseline resources that are not online at the time of modeling may have a failure rate applied to their nameplate capacity to allow for the risk of them failing to come online.*

Candidate resource: *those resources, such as renewables, energy storage, natural gas generation, and demand response, available for selection in IRP capacity expansion modeling, incremental to the Baseline resources.*

Capacity Expansion Model: *a capacity expansion model is a computer model that simulates generation and transmission investment to meet forecast electric load over many years, usually with the objective of minimizing the total cost of owning and operating the electrical system. Capacity expansion models can also be configured to only allow solutions that meet specific requirements, such as providing a minimum amount of capacity to ensure the reliability of the system or maintaining greenhouse gas emissions below an established level.*

Certify (a Community Choice Aggregator Plan)*: Public Utilities Code 454.52(b)(3) requires the CPUC to certify the integrated resource plans of CCAs. "Certify" requires a formal act of the Commission to determine that the CCA's Plan complies with the requirements of the statute and the process established via Public Utilities Code 454.51(a). In addition, the Commission must review the CCA Plans to determine any potential impacts on public utility bundled customers under Public Utilities Code Sections 451 and 454, among others.*

Clean System Power (CSP) methodology*: the methodology used to estimate GHG and criteria pollutant emissions associated with an LSE's Portfolio based on how the LSE will expect to rely on system power on an hourly basis.*

Community Choice Aggregator*: a governmental entity formed by a city or county to procure electricity for its residents, businesses, and municipal facilities.*

Conforming Portfolio*: the LSE portfolio that conforms to IRP Planning Standards, the 2030 LSE-specific GHG Emissions Benchmark, use of the LSE's assigned load forecast, use of inputs and assumptions matching those used in developing the Reference System Portfolio, as well as other IRP requirements including the filing of a complete Narrative Template, a Resource Data Template and Clean System Power Calculator*.

Effective Load Carrying Capacity*: a percentage that expresses how well a resource is able avoid loss-of-load events (considering availability and use limitations). The percentage is relative to a reference resource, for example a resource that is always available with no use limitations. It is calculated via probabilistic reliability modeling, and yields a single percentage value for a given resource or grouping of resources.*

Effective Megawatts (MW): *perfect capacity equivalent MW, such as the MW calculated by applying an ELCC % multiplier to nameplate MW.*

Electric Service Provider*: an entity that offers electric service to a retail or end-use customer, but which does not fall within the definition of an electrical corporation under Public Utilities Code Section 218.*

Filing Entity*: an entity required by statute to file an integrated resource plan with CPUC.*

Future*: a set of assumptions about future conditions, such as load or gas prices.*

GHG Benchmark (or LSE-specific 2030 GHG Benchmark)*: the mass-based GHG emission planning targets calculated by staff for each LSE based on the methodology established by the California Air Resources Board and required for use in LSE Portfolio development in IRP.*

GHG Planning Price: *the systemwide marginal GHG abatement cost associated with achieving a specific electric sector 2030 GHG planning target.*

Integrated Resources Planning Standards (Planning Standards)*: the set of CPUC IRP rules, guidelines, formulas and metrics that LSEs must include in their LSE Plans.*

Integrated Resource Planning (IRP) process*: integrated resource planning process; the repeating cycle through which integrated resource plans are prepared, submitted, and reviewed by the CPUC*

Long term*: more than 5 years unless otherwise specified.*

Load Serving Entity*: an electrical corporation, electric service provider, community choice aggregator, or electric cooperative.*

Load Serving Entity (LSE) Plan*: an LSE's integrated resource plan; the full set of documents and information submitted by an LSE to the CPUC as part of the IRP process.*

Load Serving Entity (LSE) Portfolio*: a set of supply- and/or demand-side resources with certain attributes that together serve the LSE's assigned load over the IRP planning horizon.*

Loss of Load Expectation (LOLE): *a metric that quantifies the expected frequency of loss-of-load events per year. Loss-of-load is any instance where available generating capacity is insufficient to serve electric demand. If one or more instances of loss-of-load occurring within the same day regardless of duration* *are counted as one loss-of-load event, then the LOLE metric can be compared to a reference point such as the industry probabilistic reliability standard of "one expected day in 10 years," i.e. an LOLE of 0.1.*

Maximum Import Capability: a California ISO metric that represents a quantity in MWs of imports determined by the CAISO to be simultaneously deliverable to the aggregate of load in the ISO's Balancing Authority (BAA) Area and thus eligible for use in the Resource Adequacy process. The California ISO assess a MIC MW value for each intertie into the ISO's BAA and allocated yearly to the LSEs. A LSE's RA import showings are limited to its share of the MIC at each intertie.

Net Qualifying Capacity (NQC): *Qualifying Capacity reduced, as applicable, based on: (1) testing and verification; (2) application of performance criteria; and (3) deliverability restrictions. The Net Qualifying Capacity determination shall be made by the California ISO pursuant to the provisions of this California ISO Tariff and the applicable Business Practice Manual.*

Non-modeled costs*: embedded fixed costs in today's energy system (e.g., existing distribution revenue requirement, existing transmission revenue requirement, and energy efficiency program cost).*

Nonstandard LSE Plan*: type of integrated resource plan that an LSE may be eligible to file if it serves load outside the CAISO balancing authority area.*

Optimization*: an exercise undertaken in the CPUC's Integrated Resource Planning (IRP) process using a capacity expansion model to identify a least-cost portfolio of electricity resources for meeting specific policy constraints, such as GHG reduction or RPS targets, while maintaining reliability given a set of assumptions about the future. Optimization in IRP considers resources assumed to be online over the planning horizon (baseline resources), some of which the model may choose not to retain, and additional resources (candidate resources) that the model is able to select to meet future grid needs.*

Planned resource: *any resource included in an LSE portfolio, whether already online or not, that is yet to be procured. Relating this to capacity expansion modeling terms, planned resources can be baseline resources (needing contract renewal, or currently owned/contracted by another LSE), candidate resources, or possibly resources that were not considered by the modeling, e.g., due to the passage of time between the modeling taking place and LSEs developing their plans. Planned resources can be specific (e.g., with a CAISO ID) or generic, with only the type, size and some geographic information identified.*

Qualifying capacity*: the maximum amount of Resource Adequacy Benefits a generating facility could provide before an assessment of its net qualifying capacity.*

Preferred Conforming Portfolio*: the conforming portfolio preferred by an LSE as the most suitable to its own needs; submitted to CPUC for review as one element of the LSE's overall IRP plan.*

Preferred System Plan: *the Commission's integrated resource plan composed of both the aggregation of LSE portfolios (i.e., Preferred System Portfolio) and the set of actions necessary to implement that portfolio (i.e., Preferred System Action Plan).*

Preferred System Portfolio: *the combined portfolios of individual LSEs within the CAISO, aggregated, reviewed and possibly modified by Commission staff as a proposal to the Commission, and adopted by the Commission as most responsive to statutory requirements per Pub. Util. Code 454.51; part of the Preferred System Plan.*

Short term*: 1 to 3 years (unless otherwise specified).*

Staff*: CPUC Energy Division staff (unless otherwise specified).*

Standard LSE Plan*: type of integrated resource plan that an LSE is required to file if it serves load within the CAISO balancing authority area (unless the LSE demonstrates exemption from the IRP process).*

Transmission Planning Process (TPP)*: annual process conducted by the California Independent System Operator (CAISO) to identify potential transmission system limitations and areas that need reinforcements over a 10-year horizon.*

Appendix

The following figures and tables show the results tables from the CSP for the CPUC 30 MMT scenario.

Table 14 CO_2 Emissions Summary of Ava's Preferred Conforming Portfolio - 30 MMT Scenario[22]

CO_2	*Unit*	2024	2026	2030	2035
Coal	*MMt/yr*	0.000	0.000	0.000	0.000
CHP	*MMt/yr*	0.167	0.167	0.167	0.100
Biogas[23]	*MMt/yr*	0.000	0.000	0.000	0.000
Biomass[23]	*MMt/yr*	0.000	0.000	0.000	0.000
System Power	*MMt/yr*	1.136	0.829	0.544	0.480
Asset Controlling Supplier	*MMt/yr*	0.000	0.000	0.000	0.000
Total	***MMt/yr***	**1.303**	**0.997**	**0.710**	**0.580**
Average emissions intensity	*tCO_2/MWh*	0.193	0.145	0.099	0.077
Oversupply Emissions Credits	*MMt/yr*	0.14	0.18	0.20	0.27

Table 15 CSP Summary of Ava's Preferred Conforming Portfolio – 30 MMT Scenario

Renewable and GHG-Free %	Unit	2024	2026	2030	2035
Retail Sales	GWh	6,740	6,887	7,180	7,540
RPS-Eligible Delivered Renewable	GWh	4,348	5,276	6,375	7,129
GHG free	GWh	4,348	5,276	6,375	7,131
RPS-Eligible Delivered Renewable Percentage	% of retail sales	65	77	89	95
GHG-free Percentage	% of retail sales	65	77	89	95

[22] CHP emissions shown in Table 14 represent Ava's pro rata share of behind-the-meter Combined Heat and Power (CHP) interconnected to the CAISO-controlled electric grid. CHP emissions are determined by the CSP calculator as a function of LSE load, unrelated to the 'actual' GHG-emission profile of any specific LSE's resource portfolio. Ava is required to include this allocation in its CSP.

[23] As shown in the tables below, Ava is allocated particulate emissions associated with the VAMO allocation of Biomass / Biogas attributes. However, the CSP assigns no CO2 emissions for these resources.

Table 16 Preferred Conforming Portfolio of PM 2.5 Emissions – 30 MMT Scenario

PM2.5	Unit	2024	2026	2030	2035
Coal	tonnes/yr	0.00	0.00	0.00	0.00
CHP	tonnes/yr	9.17	9.17	9.14	5.61
Biogas	tonnes/yr	4.34	4.36	4.14	1.28
Biomass	tonnes/yr	36.96	35.06	26.12	19.84
System Power	tonnes/yr	29.51	24.51	16.71	17.74
Total	tonnes/yr	79.97	73.09	56.11	44.47
Average emissions intensity	kg/MWh	0.01	0.01	0.01	0.01

Table 17 Preferred Conforming Portfolio SO_2 Emissions – 30 MMT Scenario

SO2	Unit	2024	2026	2030	2035
Coal	tonnes/yr	0.00	0.00	0.00	0.00
CHP	tonnes/yr	0.98	0.97	0.97	0.60
Biogas	tonnes/yr	3.17	3.16	3.06	0.95
Biomass	tonnes/yr	14.21	13.48	10.05	7.63
System Power	tonnes/yr	2.77	2.30	1.56	1.66
Total	tonnes/yr	21.13	19.92	15.64	10.84
Average emissions intensity	kg/MWh	0.00	0.00	0.00	0.00

Table 18 Preferred Conforming Portfolio NO_x Emissions – 30 MMT Scenario

NOx	Unit	2024	2026	2030	2035
Coal	tonnes/yr	0.00	0.00	0.00	0.00
CHP	tonnes/yr	42.79	42.57	42.02	22.34
Biogas	tonnes/yr	14.26	14.23	13.75	4.29
Biomass	tonnes/yr	111.38	105.59	78.66	59.76
System Power	tonnes/yr	35.28	28.94	20.58	21.90
Total	tonnes/yr	203.70	191.33	155.02	108.29
Average emissions intensity	kg/MWh	0.03	0.03	0.02	0.01

Staff Report Item 16

To:	Ava Community Energy Authority
From:	Brett Wiley, Program Manager
Subject:	Authorizing CEO to negotiate and execute an Amendment to the Consulting Services Agreement with Aptim to extend and expand the Ava Bike Electric Program
Date:	July 15, 2026

Summary/Recommendation

Adopt a Resolution authorizing the Chief Executive Officer to negotiate and execute an Amendment to the Consulting Services Agreement ("CSA") with Aptim to extend the Ava Bike Electric Program through 2027.

Financial Impact

Increases the not to exceed ("NTE") for the CSA by $2,000,000, for a total NTE of $12,000,000. The initial program funding consists of $6,000,000 from Ava and $4,000,000 from a grant by the Alameda County Transportation Commission, and the initial program funding is expected to be fully utilized by December 2026. The additional funding of $2,000,000 will utilize Board-approved but unspent and uncommitted Vehicle Electrification program funds, which currently total $3.6 million.

Analysis and Context

The Ava Bike Electric Program ("Ava Bike Electric" or "Program") smooths the path to shift commutes, errands, outings, and recreation to clean electric transportation without increasing road congestion. Ava's Program is the largest e-bike program in the U.S., along with the City of Portland. Since launching last July, it has been Ava's most popular program in agency history with over 26,000 eligible applicants and 5,783 e-bikes purchased as of May 2026.

Program interest has been rising with the past 4 months having more than 2x the number of applicants (avg ~3,500/month) compared to Aug 2025 to Feb 2026 (avg ~1700/month). Ava co-hosted an e-bike test and ride event on June 27 attended by 500+, exceeding expectations. Program interest and rebate redemption are throughout Ava's service area. Participation is fairly proportional to the percentage of residential accounts in most jurisdictions served by Ava in Alameda County. There is growing participation within our four San Joaquin County jurisdictions, aided by Ava's targeted marketing efforts, as evidenced by over 1,800 applicants and over 330 rebate redemptions but has lagged behind Alameda County likely due to differences in biking access from more sparse biking infrastructure and far fewer local businesses that sell e-bikes.

Ava Bike Electric educates and engages our community on e-bikes and biking with local partners. Participants 18 years and older apply to be entered in a random selection for a rebate that can be used at point-of-sale at one of our local, participating brick-and-mortar bike shops in Alameda and San Joaquin counties. All eligible e-bikes meet industry standards, have UL certified batteries, and require pedal assistance. E-motorcycles are not allowed in the Program. Income-qualified customers (e.g. residents living in a household on Ava's CARE or FERA rate) receive at least 40% of the incentive budget, get a larger e-bike rebate as well as a safety equipment rebate to be used on helmets, locks, & lights. 86% of the Program budget goes directly to customers through incentives through e-bike & safety equipment rebates. Rebates typically don't cover the full cost of the e-bike, and even when they do, the participant still must pay sales tax. Ava sends a survey 30 days after someone gets their e-bike, and also surveys participants who do not redeem their rebate to understand and improve Program participation and satisfaction.

The additional proposed funding would mean an estimated 1,600 new e-bikes purchased by participants – 656 of those from income qualified participants - while keeping all existing program rules and assumptions the same.

The Program has increased affordability and access to clean, electric transportation, as 96% of surveyed participants said the rebate was the primary reason they bought an e-bike. The Program is making e-bikes more accessible and reducing upfront costs for participants while also investing in local businesses. Every $1 in rebates redeemed by a participant has resulted in $1.71 in new sales for 31 local, brick-and-mortar bike shops, which in turn contribute to local tax revenue.

After the first month with their new e-bike, participants were averaging 58 miles of biking, while 62% reported driving less and 89% biking more. The Program has shown a high impact in mode shift, reducing Vehicle Miles Traveled, and increasing equitable access to active transportation, directly contributing to our local jurisdictions' Climate Action Plans (CAPs)[1], while bridging delivery gaps noted in those CAPs with a scaled solution and measurable outcomes.

The Program has also elevated Ava's brand awareness and customer satisfaction. The Program webpages represent 3 of the top 4 most visited pages on Ava's website, with 83,800 new users visiting Ava's website since launch. During that same time, Ava's customer satisfaction scores have increased from 62% to 73%, while not entirely from Ava Bike Electric, 65% of all positive sentiments are directly attributed to the Program.

Ava Bike Electric is currently on track to end in December 2026 as planned. Ava is currently developing a customer programs roadmap, which is underway and will not be completed by December 2026. Extending Ava Bike Electric continues a popular program and advances the transition to clean electric mobility options for our customers. A 12-month extension is a short-term bridge to meet ongoing & rising Program demand in parallel with completion of the customer programs roadmap to strategically research, design, & plan our transportation electrification programs beyond 2027.

This extension will add time to the Program so that the team can coordinate a thoughtful wind-down in partnership with participating bike shops so that the end of the Program and associated reduction in sales do not negatively impact participating bike shops.

Funding Request and Budget Source:

There is flexibility in the budget allocated for this Program extension. Staff recommends adding $2 million to the Program, as this would allow the Program to extend for an additional year at a lower but reasonable run rate that responds to applicant demand and that local bike shops can easily support while supporting them with a longer window to stabilize their businesses before the program winds down. The proposed $2M extension would generate approximately $3.4M in additional revenue to local bike shops, supporting local jobs. If Ava is to increase funding, the minimum recommended budget is $1.5 million, since administrative fees would increase if the budget fell below this amount, thereby reducing the value delivered directly to customers. Alternatively, the Board could authorize additional funding, with staff recommending a cap of $3 million based on the available Vehicle Electrification funds.

Ava has over $83 million allocated to the Local Development fund, as reported to the Board at the Board meeting on June 17, 2026. Staff recommends using $2M of the un-earmarked vehicle electrification balance of $3.6 million to extend the Bike Electric Program. This proposal would not draw funding from other categories, like Building Electrification, that Ava plans to utilize to support heat pump water heater market development. We recognize that there are many ways Ava could use these approved yet un-earmarked funds towards vehicle electrification Programs.

[1] Analysis derived from Berkeley, Hayward, Dublin, Oakland, San Joaquin County, San Leandro, Union City, Pleasanton, & Fremont CAPs. Each CAP calls for mode shift, reduced driving, increased biking, & equitable access.

However, staff capacity is limited over the next year to develop and launch new initiatives, which will also require direction from the customer programs roadmap that is under development. Therefore, staff proposes to continue this existing, successful program while we develop the customer programs roadmap.

Draft Budget: Local Development Fund Balance*

	Program Area	Balance	Earmarked
	Local Development	$2,800,000	$2,600,000
BE+EE	Building Electrification	$14,600,000	$8,500,000
	Building Efficiency Accelerator	$1,300,000	$1,000,000
TE	Vehicle Electrification	$8,100,000	$4,500,000
	Ava Charge	$15,900,000	$15,900,000
	Bike Electric	$2,200,000	$2,200,000
	SmartHome Charging	$5,700,000	$1,700,000
Resilience	Critical Municipal Facilities (CMF)	$5,800,000	$5,800,000
	SmartHome Battery	$10,900,000	$10,900,000
	Resiliency Hubs	$5,600,000	$5,600,000
BE+TE	Virtual Power Plant DERMS Platform	$1,900,000	$1,900,000
Grants	Community Investment Grants	$8,800,000	$8,800,000
	Total	**$83,600,000**	**$69,400,000**

Local Development Fund Reconciliation Board Item from March 2025

*Fund balance as of 1/31/26

Attachments

A. Resolution of the Board of Directors of Ava Community Energy Authority Authorizing the CEO to Negotiate and Execute an Amendment to the Consulting Services Agreement with Aptim for the Ava Bike Electric Program
B. Consulting Services Agreement Amendment
C. Presentation

RESOLUTION NO. R-2026-XX

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING THE CEO TO NEGOTIATE AND EXECUTE AN AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH APTIM FOR THE AVA BIKE ELECTRIC PROGRAM

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; and

WHEREAS Ava seeks to support the adoption of electric bikes (e-bikes) across its service area to reduce vehicle miles traveled, greenhouse gas, and particulate emissions that disproportionately impact lower income and disadvantaged communities; and

WHEREAS Ava and Aptim entered into a Consulting Services Agreement dated July 26, 2024 ("Agreement") to implement the Ava Bike Electric Program ("Program") and increase e-bike usage and adoption in Ava's service area; and

WHEREAS the Program is an incentive program that provides instant rebates to help Ava customers purchase new electric bicycles from local bike shops; and

WHEREAS the Program launched on July 8, 2025 and has been Ava's most demanded program, with over 26,000 eligible applicants and 5,783 new e-bikes purchased with 29 currently participating brick and mortar bike shops in Alameda and San Joaquin counties as of May 2026; and

WHEREAS the Program was scheduled to end in December 2026; and

WHEREAS Ava desires to extend the Agreement through December 2027 to continue to support Program demand and minimize economic impact to participating bike shops; and

WHEREAS Ava and Aptim desire to update the scope of services and increase the Agreement by an amount not to exceed $2,000,000 for a total not-to-exceed amount of $12,000,000.

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 an amendment to the Consulting Services Agreement to extend the term through December 31, 2027, update the scope of services, and increase the not-to-exceed amount by $2,000,000 for a total not-to-exceed amount of $12,000,000.

ADOPTED AND APPROVED this 15th of July, 2026.

____

Betsy Andersen, Chair

ATTEST:

____

Adrian Bankhead, Clerk of the Board

Ava Community Energy Authority	Signature:	
	By:	
	Date:	
	Approval as to Form:	
	Address:	1999 Harrison Street, Suite 2300 Oakland, CA 94612
	Notice Emails (all are required):	bwiley@avaenergy.org legal@avaenergy.org
Aptim Environmental & Infrastructure, LLC	Signature:	
	By:	
	Date:	
	Notice Attn:	
	Notice Address:	12000 Brickyard Lane, Suite 202, Baton Rouge, Louisiana 70802, United States
	Notice Email:	
Agreement	Consulting Services Agreement for Services By and Between Ava Community Energy Authority and Aptim Environmental & Infrastructure, LLC originally effective as of July 26, 2024	

May 2026 template.

This Amendment to the Agreement ("June 2026 Amendment") is made by and between Ava Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California ("Ava") and Aptim Environmental & Infrastructure, LLC ("Consultant") as of the date executed by Ava (the "Effective Date," above), for the purposes of amending the Agreement as set forth below.

Recitals

I. Ava and Consultant entered into that certain Consulting Services Agreement for Services By and Between Ava Community Energy Authority and Aptim Environmental & Infrastructure, LLC dated July 26, 2024 ("Agreement"), in which the parties agreed that compensation would not exceed $10,000,000; and

II. Ava and Consultant now desire to amend the Agreement to add additional compensation, increasing the not-to-exceed amount by $2,000,000, to update the scope of services, and to extend the term.

III. Ava and Consultant wish to amend the Agreement as set forth below.

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

1. Subsection 3.4 is added to Section 3 of the Agreement ("Scope of Work/Compliance with Laws and Regulations") to read as follows: "Consultant further represents and warrants that, to the best of the Consultant's knowledge upon reasonable diligence, the Consultant has not contracted to provide Data Brokerage or Extreme Vetting services to the United States Immigration and Customs Authority since January 2025. Consultant agrees not to provide such services during the Term of the Agreement. For the purposes of this provision, (i) "Data Brokerage" means (A) the collection of information, including information about consumers, from multiple sources for the purpose of reselling that information to private-sector businesses and government agencies; and (B) the aggregation of data that was collected for another purpose from that for which it is ultimately used; and (ii) "Extreme Vetting" means data-mining, threat modeling, predictive risk analysis, or other similar service."

2. Section 2 of the Agreement ("Term") is amended to extend the term of the Agreement through December 31, 2027.

3. Section 6.1 of the Agreement ("Compensation and Payment") is amended in part to increase the total compensation of the Agreement by $2,000,000 for a total amount not to exceed $12,000,000.

4. Section 6.2 of the Agreement ("Compensation and Payment") is amended in part by deleting the reference to "$8,000,000" and replacing it with "$9,600,000."

5. Section 14.7 of the Agreement ("Notices") is amended in part to include Legal@avaenergy.org as a required additional recipient for Ava and to update Consultant's contact information to Alex Scott, VP of Energy Transition, Alex.Scott@APTIM.com, and (504) 717-9171.

6. Exhibit A ("Scope of Work") of the Agreement is replaced in its entirety by Exhibit A, 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 June 2026 Amendment will remain in full force and effect.

Exhibit A

SCOPE OF WORK

Ava Bike Electric Incentive Program

Task 1: Program Establishment

CONSULTANT will submit a program design and supporting documentation consistent with our existing, successful e-bike rebate programs. The program design may include, but is not limited to, the following components, with a launch date no later than 120 days after contract execution.

A. **Kick-off meeting.** CONSULTANT will facilitate a kickoff meeting to establish the plan and schedule for pre-launch activities. The meeting will include the following:

   a. **Review communication and project management approach.** This will include meeting cadence, decision making, documentation, collaboration, and communication approaches.

   b. **Schedule overview and major milestones**. This will include a high-level, draft schedule, highlighting critical path decision, approval and deliverable dates needed to maintain the proposed timeline.

   c. **Review rebate program process overview.** CONSULTANT will conduct a live portal demo that illustrates the core portal design configured for Ava. The demo will review the workflow of applicants and bike retailers through the portal as well as report templates that will be available to Ava and expectations for the necessary application software interface (API) to send and receive data from Ava's system. The purpose of this review will be to determine if there are any gaps or roadblocks for Ava related to the core portal design for follow up and ensure that both parties have the same expectations for data exchanges. This is a critical step since changes to the core portal design that require new coding or workflow changes will impact the proposed launch timeline and require a change order and level of effort determination.

   d. **Introduce configuration playbook**. The playbook is used to document recommendations and approved decisions for all necessary program design attributes. The attributes to be reviewed and defined include all portal attributes related to the portal experience, workflow and rules.

      The goal of the playbook exercise and documentation is to define the program such that design documentation and development may proceed in a timely manner. To manage change control and maintain program schedule, approved decisions within the playbook will be considered final.

Changes to previously approved decisions or requested design attributes that require significant solution engineering may lead to a change control process where scope, schedule and cost impacts will be reviewed, options considered and agreed upon prior to implementation. CONSULTANT and Ava will work closely and transparently to resolve any such barriers.

B. **Finalize program portal configuration**. CONSULTANT will work with Ava to review portal configurations, program attributes and data exchanges through the use of APIs. Once Ava approves these configurations, a workflow validation session will review the end-to-end applicant and bike retailer experience for final approval of configurations. Final decisions and approvals will be critical to maintaining the launch schedule. Activities will include:

   a. **Finalize applicant participation rules, product eligibility definitions and recommended terms & conditions (T&Cs).** CONSULTANT will provide these for review and approval by Ava.

      i. Participant rules will include information for applicants that define key process requirements, timelines for completing a valid application and redeeming a rebate for a qualifying e-bike with a qualified bike retailer.

      ii. Clear product eligibility definitions of bike types and equipment types eligible for rebates.

      iii. CONSULTANT will provide a draft of participant terms and conditions for Ava's review and approval of the terms and conditions document that each applicant must electronically sign to participate in the program. CONSULTANT legal will be required to approve any changes suggested by Ava.

      iv. Update existing Agreements for customers, e-bike manufacturers, and e-bike retailers to account for any changes in the program implementation model (PIM) and their ability to participate in the program

   b. **Finalize bike retailer participation rules, eligibility guidelines and recommended terms & conditions (T&Cs).** CONSULTANT will provide these for review and approval by Ava.

      i. Bike retailer rules will include information for bike retailers that define qualification requirements, transaction requirements, and timelines for becoming qualified and redeeming a rebate for a qualifying e-bike with an applicant.

      ii. CONSULTANT will provide bike retailer eligibility guideline recommendations on acceptable documents to qualify for participation, applying definitions provided by Ava. Upon Ava's review and approval, these will be finalized into the program design.

C. **Engage, contract, and manage relationships with manufacturers and local e-bike retailers**. Engage all publicly known bike shops in Ava's service area on the program with the goal of 22 shops contracted ahead of the launch that reflects the geographic diversity of Ava's service area. Ongoing engagement and contracting with additional bike shops through the duration of the program, including in new member communities ahead of their launch into Ava's service. Ongoing training of retailer staff and evaluating that participating providers are meeting program requirements, including incentive verification and on-site signage, will be conducted.

D. **Create portal workflow validation.** Once all configuration decisions have been made and approved, CONSULTANT will review and finalize for final approval by Ava. Upon approval, this will be the source document for the implementation of all configurable elements of the portal and operations.

E. **Validate program design.** We will review the program design to ensure it meets required specifications.

F. **Provide marketing review and experience-based knowledge to assist Ava's marketing team**. Review and provide suggestions to assist Ava Marketing Team's development of marketing materials for the E-Bike program, leveraging CONSULTANT experience from other successful programs.

G. **Finalize bike retailer requirements and registration**. CONSULTANT will prepare materials and lead bike retailer recruitment and training, while providing guidance for Ava and other stakeholders to support this effort. Ava may utilize these materials and integrate them into Ava's website's landing page for the program to provide access to the bike retailers.

   a. **Conduct bike retailer enrollment.** Open and monitor bike retailer enrollments on the portal. Approve or provide feedback to bike retailers upon receipt of their registrations.

   b. **Develop bike retailer instructions.** Develop clear instructions for bike retailers to access, enter information and use the rebate administration portal in a training presentation in PowerPoint to be uploaded to Ava's website. Additionally, develop a one-page reference document for bike retailers to utilize at the point of purchase to remind them of requirements to complete a rebate redemption properly.

   c. **Conduct bike retailer webinar.** Deliver one live kick-off webinar presenting the retailer instructions PowerPoint to retailers. This webinar will be recorded and uploaded to Ava's website to provide ongoing access to bike retailers. This webinar will also be provided on the program portal, together with the training presentation. Future webinars will be conducted ahead of the launch of meaningful program changes.

d. **Create applicant and retailer contact plan.** Advise Ava and other stakeholders on how to recruit approved bike retailers and participants. This will include development of a recommended outreach timeline and email templates to, if necessary, be sent by Ava to retailers.

H. **Develop and implement automated email participant communications during the customer journey**.

a. Provide a participant communications plan for Ava approval aligned with the customer journey to ensure a participant receives key information and reminders at key stages in the journey. CONSULTANT owns all participant communication after a participant is deemed eligible through the second to last stage of a customer journey pathway, while Ava owns participant communication at all other stages.

I. Advise Ava's Marketing team about:

a. Transfer relevant knowledge from previous programs to educate Ava marketing team on program communication and marketing best practices, both to drive demand and manage expectations with stakeholders

b. Understanding interest and participation volume expectations for marketing campaign deployment that aligns with program goals and bike retailer capacity

c. Benchmarks to determine whether marketing channels are performing as intended from peer programs

d. Uncovering unique channels to engage potential Ava Bike Electric participants

e. As requested, provide feedback on Ava developed marketing material within five (5) business days of receipt

f. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program

g. Regular meetings (weekly in the two months prior to launch and one per month after. Can be adjusted after this point by mutual agreement) to review and align marketing activities, customer support and feedback, and program performance.

J. **Update Program Implementation Manual.** CONSULTANT to update the existing PIM to ensure it is consistent with program designs and contains the following information:

a. Rules and requirements for program customers, vendors, and other participants. This includes in-store signage and training requirements for participating retail locations.

b. Mitigation plans for the unauthorized reselling of e-bikes

c. Process for returned incentive funds

d. Incentive Program oversubscription and wait lists

e. Customer Journey

f. Customer segmentation analysis
g. E-bike technical specifications
h. Qualified Product List (QPL)
i. Program Participation Agreements and T&Cs
j. Eligible e-bikes on Qualified Product List ("QPL") – ongoing updates, especially considering UL standards. Data to be tracked and reported to Ava.
k. Data Exchange Methods and Protocols (APIs)

Task 2: Configuration of the Rebate Administration Portal

Configure CONSULTANT's proprietary application system, to match the configuration requirements and funding streams for the program. CONSULTANT assumes this program will make use of pre-configured, existing program layouts, workflows, rules, dashboards, survey tools, design materials, and reporting dashboards; pricing is based upon use of the existing designs, program, and design materials, reporting templates and program parameters.

A. **Configure the program portal.** Prepare and test an online portal to allow qualified participants to apply for vouchers. The portal will:
   a. Ensure each budget stream remains within required limits
   b. Make available a customer portal that's accessible on a desktop and mobile device (iOS and Android) and create a point-of-sale e-bike incentive that uniquely applies to an eligible participants' purchase and subsequently redeemed by a bike retailer. Ideally, the incentive would be universally applied to any participating bike shop.
   c. Allow for follow up if applications are deemed incomplete
   d. Allow for random selection of participants
   e. Issue a Standard or California Alternate Rates for Energy (CARE)/Family Electric Rate Assistance Program (FERA) incentive voucher via random selection to purchase a standard, cargo, or adaptive e-bike for purchase at a participating retailer
   f. Upon approval, email the participant a voucher code to approved participants that can be redeemed at approved e-bike retailers
   g. Utilize google translate function to offer translations of portal screens to users
   h. Provide an online mechanism to allow bike retailers to determine if vouchers are active
   i. Provide an online mechanism to allow retailers to submit voucher redemption requests for payment processing
B. **Provide program introduction content.** Create landing page content (text and hyperlinks) for program based upon brand requirements on Ava's website that will direct

residents and approved retailers to CONSULTANT's application portal. Ava will integrate this content into its website.

Task 3: Establish a Customer Service Help Desk

CONSULTANT will establish a dedicated program email address and inbox. CONSULTANT will provide contact center staffing to respond to applicant and bike retailer emails and phone calls.

A. **Establish contact center email and phone number.** Create a dedicated phone number and email address to assist with applicant and bike retailer questions. Available during participating bike shop hours to reduce the likelihood that contacts will reach a non-response, with available hours as defined below.
B. **Manage phone and email inquiries.** CONSULTANT will review and respond via phone and email to applicants in a first come-first served basis, with an objective to respond to and resolve applicant and bike retailer questions, issues and/or barriers to participation as quickly as possible per Exhibit E. Customer Service representatives will be available 9am-5pm PST, Monday to Friday and able to handle calls and emails in English, Spanish, and Simplified Chinese.
C. **Escalate complex email inquiries as needed.** CONSULTANT may escalate customer or bike retailer inquiries to Ava, with recommendations, in cases where the resolution is not clear based on program rules or may require special consideration.
D. **Direct customer response.** In some cases, if more convenient than email-only communication, CONSULTANT contact center staff may work to resolve customer or bike retailer emails by phone.
E. **Document process.** Provide Ava with the process to document customer issues, escalations, and resolutions for CONSULTANT to resolve.

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B. **Review rebate redemption requests.** Review rebate redemptions submitted by bike retailers to confirm program requirements are met. When requirements are met, notify the bike retailer and process payment to the bike retailer for payment within 15 business days. When requirements are not met, notify the bike retailer and advise on how to meet the requirements within 2 business days.

C. **Monitor and manage rebate approvals and redemptions.** Continuously assess the number of rebates approved and redeemed to help ensure the budgets are not exceeded or at risk.

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CONSULTANT will distribute rebate payments to bike retailers in accordance with the approved program design. Tasks will include:

A. **Issue rebate checks.** Paper rebate checks will be sent to bike retailers. These retailers will have the option to enroll for electronic payment (ACH) for faster receipt of checks. Printed materials, including but not limited to stationery and paper checks related to the Incentive Program shall bear the desired program or Ava's logo, to be provided to CONSULTANT. Use of the logo is limited to the e-bike Incentive Program.

B. **Issue 1099s.** CONSULTANT will be responsible for issuing 1099s to bike retailers.

Task 6: Reporting and Database

Administer the program, track, and analyze key metrics, and report program budgets and status.

A. **Conduct ongoing Administration**. Provide ongoing management of the program and coordination with Client in the following:

   a. Schedule, facilitate, lead, and report out from weekly project management meetings with Ava during the Start Up Phase and no less than bi-weekly project management meetings after the Go Live Date. A draft agenda will be sent no later than 1 business day prior to the meeting and assign next steps no later than 1 business day after meetings in the mutually agreed upon project management software, with a preference for Asana.

   b. Train all staff in project management software and ensure ongoing and active use for effective program delivery.

      i. Provide Ava with the ability to access reports and download raw data directly through web-based views of the data tracking. Specific data to be tracked will be mutually decided via email and will be described in the PIM.

B. Regularly weekly marketing report of the following to the Client:

   a. Email Metrics: including emails sent within Vendor-managed portion of customer journey, open rate, bounce rate, and click-through rates.

   b. Azure Telemetry/Insights: related to any customer engagement with CONSULTANT's owned/managed program web properties, including: page views, demographics, campaign source, site duration, and bounce rate.

C. **Establish a monthly report** format and key performance indicators (KPI) with Ava in the PIM to track Program performance, including Program updates, outreach status compared to Response Times, customer Information updates, any customer complaints, feedback, escalations, and Scheduled Uptime (as described in attached SLA), budget status, milestone activities, risks/issues/resolutions, incentives, and e-bikes delivered, and a line-item invoice. Monthly reports will provide the following, but not limited to, information, including,

a. Total Incentive budget spent compared to funds allocated to-date
b. Total percent of the Incentive Budget spent on CARE/FERA customers, to be measured no sooner than 3 months after Program Launch
c. Number of e-bikes delivered to non-CARE/FERA and customers, to be measured immediately upon Program Launch, and then monthly thereafter
d. Total number of participants per customer journey stage, zip code, and percentage of those by CARE/FERA participants
e. Bike purchase statistics by retailer, type, make, and model
f. Program budget status, including invoices paid out to retailers compared to what's been requested

D. **Establish Quarterly Reports**. Provide Ava with quarterly reports including data listed in monthly reports with additional narrative and graphical representations of accomplishments, trends, and market intel, program activity, and proposed Program enhancements, improvements, and areas of concern. Quarterly Report will include the following, but not limited to, metrics:

a. Number of customer calls, emails
b. Number of customer experience escalations, and time to resolution
c. # of additional e-bike SKUs added to QPL, if applicable
d. # of additional Participating Retailers added, if applicable

E. **Annual Reports**. Provide Ava with annual reports summarizing Program results and accomplishments in narrative and numerical format, including summary of progress and highlights for the year and any significant changes in strategies or services and indirect savings acquisition activities, and program design recommendations for the upcoming Program year, as applicable.

F. **Reporting Dashboards**. Each dashboard described below has an option to be emailed in PDF form. A direct link to the live, Power BI version will be provided to Ava. Using the Power BI version, the recipient will be able to filter the report on available fields and export the report data to Excel, PowerPoint, or PDF. The data fields available in these reports, as illustrated by the example dashboards below, may be customized by change order process only.

G. **E-Bike Rebate Status Dashboard.** This dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) rebate vouchers.

a. Application Status Dashboard will summarize the current total of redeemed, expired/canceled and valid (unredeemed but still redeemable) rebate vouchers.
b. Pre-Application Status Dashboard will summarize the current total of pre-applications the program has received. Pre-applications represent all of the

applicants seeking a rebate voucher through the random selection process. Some of these pre-applicants may be selected to receive a voucher through the random selection process after this step.

c. Date rebate voucher
d. Date issued
e. Date rebate voucher redeemed (if purchase made)
f. Date rebate voucher expired (if applicable)
g. If rebate was redeemed:
    i. Manufacturer, model, and serial number of e-bike purchased
    ii. Total Cost of e-bike purchased
    iii. Rebate amount paid
    iv. Bike retailer that redeemed rebate
h. Bike retailer data collected
    i. Bike retailer contact information (address, email, and phone number)
    ii. Bike retailer business information (Business name, tax ID)
    iii. Bike retailer W9
i. Rebate redemption payment details

Task 7: Invoicing

CONSULTANT will establish an escrow account for rebate funds. After the first quarter of implementation and every quarter thereafter, CONSULTANT will send an incentive invoice to Ava for the incentive amount paid in the previous quarter (net 45-day terms) such that the account is intended to always have at least three months' worth of projected incentive payments available at any given time until the program winds down. If the incentive bank account balance is reduced where there are insufficient funds to pay the next batch of incentive payments, the payments will be held until the account is sufficiently funded.

A. CONSULTANT will invoice monthly for our administrative fees.
B. Administrative fees will be billed as follows:
    a. $180,000.00 upon delivery of the portal and successful launch of program, 120 days after contract execution
    b. Payment processing and issuance for e-bike rebates = 12.5% of every $1 processed
    c. Payment processing and issuance for safety equipment rebates = $14.50 per rebate redeemed
C. CONSULTANT will submit the following invoice components to Ava for each invoice, whether for rebate reimbursement or for our administrative fees. With each of these components submitted, the invoice will be considered complete, and Ava will process payment for each invoice per the terms of the contract, to be paid within 45 days of invoice date.

D. **Invoice.** The monthly invoice will include project details as shown below in the invoice cover page and invoice detail page.
   a. Invoice cover page will provide the total amount of charges and the information in the blue headings shown below, such as Project Number, Date, Invoice Number, etc.
   b. Invoice detail page will provide a breakdown of current month's rebate counts and billed amounts and summarize CONSULTANT fees separately from rebate amounts.
   c. Rebate Transaction Report will detail each rebate check issued to Bike Retailers on behalf of program applicants and the total sum of rebates issued during the previous calendar month. This report will be submitted as a PDF attachment to the invoice.

Task 8: Refund of all Remaining Funds

CONSULTANT will be responsible for returning any unused funds upon cessation of the program.

A. CONSULTANT will be responsible for adhering to all escheatment requirements
B. At the end of the agreement term, the balance left unspent in the incentive account will be returned to Ava

Task 9: Technology Requirements

CONSULTANT will follow all required guidelines and protocols for technology used for this program.

A. **Data Model:** CONSULTANT will follow Ava's guidelines with the development of a data model that both parties will work from in order to enable data exchanges.
B. **Data transfers.** CONSULTANT will use the Ava API to retrieve participant leads and will also use it to push notifications related to customer status. Data to include in these transfers could include but is not limited to updates to customer statuses, dates, addresses, and any other fields related to customer eligibility as it relates to e-bike incentives.
C. **UAT Plan.** CONSULTANT will present a UAT plan to evaluate and test all specified technical requirements towards the full implementation of a customer journey and platform integration. CONSULTANT will lay out a plan for independent UAT to test different aspects of the customer journey, and a joint UAT plan (with Ava) where both parties are updating statuses and other criteria along the customer journey. Independent UAT, however, should also allow for testing of data transfers without needing external files or support from Ava staff. The latter might require the use of toy data, test users and other mechanisms.

Independent means that CONSULTANT is leading UAT without the need of Ava to be involved in the UAT process.

D. **Test Data.** CONSULTANT will develop a minimal viable product (MVP) of the products specified in this document with schematics of the customer journey, system data flows, data schemas (i.e., data expected but don’t have yet) and complete system testing with sample data.

Optional Scope: Ava Bike Electric Lending Program

Task 1: Program Establishment

If Ava issues a notice to proceed to CONSULTANT, CONSULTANT will submit an e-bike lending rebate program design and supporting documentation consistent with our existing, successful e-bike rebate programs. Issuance of a Notice to Proceed with the Optional Lending Program and Ava agrees to provide CONSULTANT with at least 60 days notice prior to launch of the Lending Program Development (i.e., 60 days before "Day 0" in the Lending Program Schedule, see Exhibit B). The program design may include, but is not limited to, the following components.

A. **Kick-off meeting.** CONSULTANT will facilitate a kickoff meeting to establish the plan and schedule for pre-launch activities. The meeting will include the following:
   a. **Review communication and project management approach.** This will include meeting cadence, decision making, documentation, collaboration, and communication approaches.
   b. **Schedule overview and major milestones**. This will include a high-level draft schedule, highlighting critical path decision, approval and deliverable dates needed to maintain the proposed timeline.
   c. **Review e-bike lending rebate program process overview.** CONSULTANT will review the workflow of applicants and e-bike lenders/retailers through the portal as well as report templates that will be available to Ava and expectations for the necessary application software interface (API) to send and receive data from Ava's system. The purpose of this review will be to determine if there are any gaps or roadblocks for Ava related to the core portal design for follow up and ensure that both parties have the same expectations for data exchanges. This is a critical step since changes to the core portal design that require new coding or workflow changes will impact the proposed launch timeline and require a change order and level of effort determination.
   d. **Introduce configuration playbook**. The playbook is used to document recommendations and approved decisions for all necessary program design attributes. The attributes to be reviewed and defined included all portal attributes related to the portal experience, workflow and rules.

      The goal of the playbook exercise and documentation is to define the program such that design documentation and development may proceed in a timely manner. To manage change control and maintain program schedule, approved decisions within the playbook will be considered final. Changes to previously approved decisions or requested design attributes that require significant solution engineering may lead to a change control process where scope, schedule and cost impacts will be reviewed, options considered and agreed upon prior to implementation. CONSULTANT and Ava will work closely and transparently to resolve any such barriers.

B. **Finalize program portal configuration**. CONSULTANT will work with Ava to review portal configurations, program attributes and necessary data exchanges through the use of API. Once Ava approves these configurations, a workflow validation session will review the end-to-end applicant and e-bike lender experience for final approval of configurations. Final decisions and approvals will be critical to maintaining the launch schedule. Activities will include:
   a. **Finalize applicant participation rules, product eligibility definitions and recommended terms & conditions (T&Cs).** CONSULTANT will provide these for review and approval by Ava.
      i. Participant rules will include information for applicants that define key process requirements, timelines for completing a valid application and redeeming a rebate for a qualifying e-bike with a qualified e-bike lender.
      ii. Clear product eligibility definitions of e-bike types eligible for rebates.
      iii. CONSULTANT will provide a draft of participant terms and conditions for Ava's review and approval of the terms and conditions document that each applicant must electronically sign to participate in the program. CONSULTANT legal will be required to approve any changes suggested by Ava.
      iv. Update existing Agreements for customers, e-bike manufacturers, and e-bike lenders to account for any changes in the program implementation model (PIM) and their ability to participate in the program
   b. **Finalize e-bike lender participation rules, eligibility guidelines and recommended terms & conditions (T&Cs).** CONSULTANT will provide these for review and approval by Ava.
      i. E-bike lender rules will include information for e-bike lenders that defines qualification requirements, transaction requirements, and timelines for becoming qualified and redeeming a rebate for a qualifying e-bike with an applicant.
      ii. CONSULTANT will provide e-bike lender eligibility guidelines recommendations on acceptable documents to qualify for participation, applying definitions provided by Ava. Upon Ava's review and approval, these will be finalized into the program design.

C. **Engage, contract, and manage relationships with manufacturers and local e-bike lenders**. Engage all publicly known bike shops in Ava's service area on the program with the goal of 8 shops contracted ahead of the launch that reflects the geographic diversity of Ava's service area. Ongoing engagement and contracting with additional e-bike lenders through the duration of the program, including in new member communities ahead of their launch into Ava's service. Ongoing training of e-bike lender staff and evaluating that participating e-bike lenders are meeting program requirements, including incentive verification and on-site signage, will be conducted.

D. **Create portal workflow validation.** Once all configuration decisions have been made and approved, CONSULTANT will review and finalize for final approval by Ava. Upon approval, this will be the source document for the implementation of all configurable elements of the portal and operations.

E. **Validate program design.** We will review the program design to ensure it meets required specifications.

F. **Provide marketing review and experience-based knowledge to assist Ava's marketing team.** Review and provide suggestions to assist Ava Marketing Team's development of marketing materials for the E-Bike program, leveraging CONSULTANT experience from other successful programs.

G. **Finalize e-bike lender requirements and registration**. CONSULTANT will prepare materials to lead e-bike lender recruitment and training, while providing guidance for Ava and other stakeholders to support this effort. Ava may utilize these materials and integrate them into Ava's website's landing page for the program to provide access to the e-bike lenders.

   a. **Conduct e-bike lender enrollment.** Open and monitor e-bike lender enrollments on the portal. Approve or provide feedback to e-bike lenders upon receipt of their registrations.

   b. **Develop e-bike lender instructions.** Develop clear instructions for e-bike lenders to access, enter information and use the rebate administration portal in a training presentation in PowerPoint to be uploaded to Ava's website. Additionally, develop a one-page reference document for e-bike lenders to utilize at the point of purchase to remind them of requirements to complete a rebate redemption properly.

   c. **Conduct e-bike lender webinar.** Deliver one live kick-off webinar presenting the e-bike lender instructions PowerPoint to lenders. This webinar will be recorded and uploaded to Ava's website to provide ongoing access to e-bike lenders. This webinar will also be provided on the program portal, together with the training presentation. Future webinars will be conducted ahead of the launch of meaningful program changes.

   d. **Create applicant and lender contact plan.** Advise Ava and other stakeholders on how to recruit approved e-bike lenders and participants. This will include development of a recommended outreach timeline and email templates to, if necessary, be sent by Ava to lenders.

H. **Develop and implement automated email participant communications during the customer journey**.

a. Provide a participant communications plan for Ava approval aligned with the customer journey to ensure a participant receives key information and reminders at key stages in the journey. CONSULTANT owns all participant communication after a participant is deemed eligible through the second to last stage of a customer journey pathway, while Ava owns participant communication at all other stages.

I. **Advise Ava's Marketing team about:**

a. Transfer relevant knowledge from previous programs to educate Ava marketing team on program communication and marketing best practices, both to drive demand and manage expectations with stakeholders
b. Understanding interest and participation volume expectations for marketing campaign deployment that aligns with program goals and e-bike lender capacity
c. Benchmarks to determine whether marketing channels are performing as intended from peer programs
d. Uncovering unique channels to engage potential Ava Bike Electric participants
e. As requested, provide feedback on Ava developed marketing material within five (5) business days of receipt
f. Marketing acumen that could contribute to performance of marketing activities, conversion rates, and appropriately setting expectations for a high demand program
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   d. Total number of participants per customer journey stage, zip code, and percentage of those by CARE/FERA participants

e. Bike lending statistics by retailer, type, make, and model
f. Program budget status, including invoices paid out to lenders compared to what's been requested

Please note that other metrics will be negotiated later based upon available information from lenders.

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    c. Date lending rebate voucher
    d. Date issued
    e. Date lending rebate voucher redeemed (if used for lending session)

f. Date lending rebate voucher expired (if applicable)
g. If rebate was redeemed
    i. Manufacturer, model, and serial number of e-bike
    ii. Total Cost of e-bike lending session
    iii. Rebate amount paid
    iv. E-bike lender that redeemed rebate
h. E-bike lender data collected
    i. E-bike lender contact information (address, email, and phone number)
    ii. E-bike lender business information (Business name, tax ID)
    iii. E-bike lender W9
    iv. Rebate redemption payment details

Task 7: Invoicing

CONSULTANT will establish an escrow account for rebate funds. After the first quarter of implementation and every quarter thereafter, CONSULTANT will send an incentive invoice to Ava for the incentive amount paid in the previous quarter (net 45-day terms) such that the account is intended to always have at least three months' worth of projected incentive payments available at any given time until the program winds down. If the incentive bank account balance is reduced where there are insufficient funds to pay the next batch of incentive payments, the payments will be held until the account is sufficiently funded.

A. CONSULTANT will invoice monthly for our administrative fees.
B. Administrative fees will be billed as follows:
    a. $35,000.00 upon Lending Program Launch and Portal Configuration, 8 months after contract execution; assumes current workflows and reimbursement process.
    b. Payment processing and issuance for CARE Customers = 12.5% of every $1 processed
    c. Payment processing and issuance for Non-CARE customers = 12.5% of every $1 processed
C. CONSULTANT will submit the following invoice components to Ava for each invoice, whether for rebate reimbursement or for our administrative fees. With each of these components submitted, the invoice will be considered complete, and Ava will process payment for each invoice per the terms of the contract, to be paid within 45 days of invoice date.
D. **Invoice.** The monthly invoice will include project details as shown below in the invoice cover page and invoice detail page.
    a. Invoice cover page will provide the total amount of charges and the information in the blue headings shown below, such as Project Number, Date, Invoice Number, etc.
    b. Invoice detail page will provide a breakdown of current month's rebate counts and billed amounts and summarize CONSULTANT fees separately from rebate amounts.

c. Rebate Transaction Report will detail each rebate check issued to Bike Lenders on behalf of program applicants and the total sum of rebates issued during the previous calendar month. This report will be submitted as a PDF attachment to the invoice.

Task 8: Refund of all Remaining Funds

CONSULTANT will be responsible for returning any unused funds upon cessation of the program.

A. CONSULTANT will be responsible for adhering to all escheatment requirements
B. At the end of the agreement term, the balance left unspent in the incentive account will be returned to Ava.

Task 9: Technology Requirements

CONSULTANT will follow all required guidelines and protocols for technology used for this program.

A. **Data Model:** CONSULTANT will follow Ava's guidelines with the development of a data model that both parties will work from in order to enable data exchanges.
B. **Data transfers.** CONSULTANT will use the Ava API to retrieve participant leads and will also use it to push notifications related to customer status. Data to include in these transfers could include but is not limited to updates to customer statuses, dates, addresses, and any other fields related to customer eligibility as it relates to e-bike incentives.
C. **UAT Plan.** CONSULTANT will present a UAT plan to evaluate and test all specified technical requirements towards the full implementation of a customer journey and platform integration. CONSULTANT will lay out a plan for independent UAT to test different aspects of the customer journey, and a joint UAT plan (with Ava) where both parties are updating statuses and other criteria along the customer journey. Independent UAT, however, should also allow for testing of data transfers without needing external files or support from Ava staff. The latter might require the use of toy data, test users and other mechanisms. Independent means that CONSULTANT is leading UAT without the need of Ava to be involved in the UAT process.
D. **Test Data.** CONSULTANT will develop a minimal viable product (MVP) of the products specified in this document with schematics of the customer journey, system data flows, data schemas (i.e., data expected but don't have yet) and complete system testing with sample data.

Additional Services Scope of Work

For either Incentive or Lending, CONSULTANT and/or Ava may incorporate additional services beyond the originally defined scope of the Program. These must be mutually agreed upon in writing, as necessary, to fulfill substantial changes unforeseen after establishing core parameters in the development & design of the program prior to launch. The additional scope request, sent by either Ava or CONSULTANT, for review and approval, must include objectives, deliverables, any relevant timelines, and cost. These services are deemed necessary to fulfill project requirements and achieve desired outcomes. The terms and conditions outlined in the original agreement shall apply to these additional services.

Otherwise, Consultant will not provide additional services outside of the services identified in Exhibit A, unless it obtains advance written authorization from the project manager or lead Ava representative prior to commencement of any additional services.

Exhibit E

COMPENSATION/BUDGET

The maximum compensation under this Agreement is $12,000,000.

Incentive Program

Program and Portal Launch	$ 180,000	Due upon delivery
Voucher Processing	$1,221,055	or 12.5% of every incentive dollar paid to retailers
Total Administrative Cost	**$1,391,055**	
Incentives - CARE Customer (40%)	$4,326,796*	
Incentives - Non-CARE Customer (60%)	$5,261,793	
Total Budget	**$10,979,644**	

* Assumes 14,000 vouchers issued, of which 8,200 will be redeemed. CONSULTANT will work to surpass the minimum requirement that 40% of incentive funds go to CARE/FERA customers, targeting up to 50% of incentive funds going to CARE/FERA customers across approximately 3,945 vouchers. Voucher numbers assume 60% of CARE/FERA qualified participants redeeming vouchers will select regular and 40% cargo, e-bikes. These figures reflect what CONSULTANT has seen by income customers in their existing programs but may not be reflective of choices made by Ava's program participants.

Equipment Vouchers

Voucher Processing	$ 50,454	$14.50 per voucher processed
Total Administrative Cost	**$** 50,**454**	
Incentives - CARE/FERA Customers	$ 869,902*	$100/voucher
Total Budget	**$ 920,356**	
Note: If implemented, the funding for the equipment voucher would reduce the overall incentive and/or lending budget.		

*Assumes 3,000 vouchers redeemed by CARE/FERA customers, based upon assumptions above about breakdown of regular and cargo e-bike selections and 50% of funds flowing to CARE/FERA customers.

Additional Services Budget

Determined based on mutually agreed upon scope	$ 100,000	Structured upon mutual agreement
Total Budget	**$ 100,000**	
Note: Contingency funds are set aside for any costs associated with the Additional Services Scope of Work. Any contingency funds unspent by June 2027 will be redistributed through participant incentives in the latter half of that year.		

Attachment Staff Report Item 16C

Ava Community Energy

Ava Bike Electric: Extension Proposal

Board of Directors | July 15, 2026

Table of Contents & Recommendation

1. Program Overview
2. Impact & Value
3. Extension Proposal

Recommendation: Extend Aptim contract and add $2M from Vehicle Electrification program funds that have not been earmarked for any Programs to Ava Bike Electric to operate through CY27

Program Overview

Current Program Overview

Ava Bike Electric continues to shift commutes, errands, outings, and recreation to affordable, safe, fun, and clean electric transportation while decreasing road congestion.

Target Segment: Ava customers and any resident of Alameda County over 18 years old

Enrollment Goal: incentivize 7,700 - 8,200 e-bikes, with at least 40% of e-bike incentive funds and 100% of safety equipment incentive funds to income qualified participants

Launch Date: July 8, 2025; last monthly drawing Sept '26 with a scheduled program end date of Dec '26

Program Budget: $10M, with $6M from Ava and $4M from Alameda County Transportation Commission (Alameda CTC). 86% of program budget dedicated to incentives with remaining 14% toward program admin costs.

Operational Partners: Program Admin — APTIM; Co-Funder — Alameda County Transportation Commission; Inclusion of City of Alameda — Alameda Municipal Power, A Department of the City of Alameda

Adaptive Marketing Tactics

Offline Marketing

- Earned Media and PR
- Community Partner Promotion
- Bike Shop Signage and Promotion
- Outreach at In-Person Events

Digital Marketing

- Organic Social Media
- Website updates and SEO Optimization
- Newsletter
- Community Partner Promotion
- Ava email marketing - targeted only

NOTE: In Oct 2025, Ava started email marketing with targeted audiences to boost awareness & participation in jurisdictions where it was lacking compared to proportion of residential customers served: Stockton, Tracy, Lathrop, Fremont, & Unincorporated San Joaquin County (at the start of their inclusion).

Impact & Value

Outcomes through 5.31.26

Recognition: 26K+ applicants, program page #1 on Ava's website and drawing 35% more visits than Ava home page, & ongoing engagement over 3-9 months for each participant

Local business investment & participation: Every $1 in rebates = $1.71 in new sales at brick &mortar bike shops that in turn contributes to local tax revenue; 29 participating bike shops and at least 1 shop in every Jurisdiction that has one. Note: Emeryville, Piedmont, Union City, Newark, Lathrop, & Unincorporated San Joaquin County don't have a qualifying bike shop.

Delightful user experience: no outages, every drawing has occurred on-time, & consistent praise about ease to apply & redeem rebate. Made improvements to eligible e-bike list, income qualifying period, & auto emails responding to user challenges.

Access & Affordability: available to ALL customers regardless of housing type or income level; 96% wouldn't have gotten an e-bike without rebate; Fuel cost: $5.50* = ~1,833 miles on e-bike or ~57 miles in a Toyota Prius Source: avg price for gallon of gas across Ava's service area. AAA, 6.24.26

Reducing congestion & GHG: Net Mode shift: 62% driving less and 89% biking more. Avg 417 lbs lower CO_2 for every e-bike on road in first 12 months or annual GHG equivalent of 1 fossil fuel car taken off the road for every 23 e-bikes purchased.

Brand Awareness & Customer Satisfaction (cSat): 44 media hits; program webpages represent 3 of 4 most visited pages on Ava's website; 83,800 *new* users have visited Ava's website.

Since program launch, Ava cSat scores 62% → 73% (not entirely from program) *and 65%* of all positive sentiments directly related to Ava Bike Electric

Additional Program Value

Climate Action Plans (CAP) alignment in Ava jurisdictions: every CAP* calls for mode shift, reducing driving, increased biking, & equitable access but few specify *how*. Our program bridges delivery gaps with scaled solution & measurable outcomes toward those equity-aligned goals.

CAP Measures	Key takeaway related to e-bikes
Reduce Vehicle Miles Traveled (VMT)	E-bikes directly operationalize **VMT reduction targets** that are central across all CAPs.
Increase Active Transportation Mode Share	CAPs invest in bike infrastructure — Ava Bike Electric ensures **more people actually use it**.
Enable Transportation Demand Management (TDM)	E-bikes are one of the **few TDM strategies that directly replace commute trips**.
Improve Transit Access (First/Last Mile)	Transit investments depend on access — e-bikes **unlock that access and reduce car dependency for first/last mile.**
Advance Equity & Mobility Access	E-bikes are one of the **fastest ways to deliver visible equity & access outcomes** tied to CAP goals.
Deliver Measurable GHG Reductions	E-bikes provide **near-term, scalable emissions reductions**, especially where EV adoption is slower.

*analysis derived from Berkeley, Hayward, Dublin, Oakland, San Joaquin County, San Leandro, Union City, Pleasanton, & Fremont CAPs

Participation throughout Ava Service Area

Fairly proportional participation in most jurisdictions compared to proportional share of Ava's overall residential accounts, except in San Joaquin County despite heavier Ava marketing, likely due to differences in biking access from more dense infrastructure (e.g. 201 miles bikeways in Oakland vs. 181 miles in our service area in San Joaquin County*) and eligible e-bike businesses (29 shops in Alameda County vs. 2 in our service area of San Joaquin County)

Jurisdiction (as % of Ava residential accounts)	Rebates Redeemed (as % of total)
Alameda (0%)	4%
Albany (1%)	2%
Berkeley (7%)	14%
Dublin (4%)	2%
Emeryville (1%)	3%
Fremont (11%)	9%
Hayward (7%)	8%
Lathrop (1%)	1%
Livermore (4%)	4%
Newark (2%)	2%
Oakland (24%)	27%
Piedmont (1%)	1%
Pleasanton (4%)	3%
San Leandro (4%)	5%
Stockton (13%)	4%
Tracy (4%)	1%
Union City (3%)	3%
Total	**5,783**
Alameda County (80%)	94%
San Joaquin County (20%)	6%

*Source: City of Oakland; University of Pacific/SJCOG

Extension Proposal

Why extend? How much & how long?

- Continue providing a valuable, high-demand program while Ava is developing the Customer Programs Roadmap
- Propose $2M from already approved but un-earmarked Vehicle Electrification budget, with range of $1.5M-$3M at Board's direction
- Extend contract with Aptim through CY27 to manage program and deliver an additional ~1,600 e-bikes purchased with at least 40% of incentive funds to income qualified participants
- Regardless of extension, thoughtful wind down of program by end date to ensure a soft landing for local bike shops and evergreen customer materials to still learn about e-bikes & resource across our service area

How will this proposal be funded?

Staff proposes to use funds from the Vehicle Electrification budget that were already Board approved but not earmarked for any program

	Program Area	Balance	Earmarked
	Local Development	$2,800,000	$2,600,000
BE+EE	Building Electrification	$14,600,000	$8,500,000
	Building Efficiency Accelerator	$1,300,000	$1,000,000
	Vehicle Electrification	$8,100,000	$4,500,000
TE	Ava Charge	$15,900,000	$15,900,000
	Bike Electric	$2,200,000	$2,200,000
	SmartHome Charging	$5,700,000	$1,700,000
Resilience	Critical Municipal Facilities (CMF)	$5,800,000	$5,800,000
	SmartHome Battery	$10,900,000	$10,900,000
	Resiliency Hubs	$5,600,000	$5,600,000
BE+TE	Virtual Power Plant DERMS Platform	$1,900,000	$1,900,000
Grants	Community Investment Grants	$8,800,000	$8,800,000
	Total	**$83,600,000**	**$69,400,000**

Thank you!

Ava Community Energy

Brett Wiley – bwiley@AvaEnergy.org

Online	AvaEnergy.org
Phone	833-699-3223
Email	customer-support@AvaEnergy.org
Social	PoweredWithAva

Additional Slides

Instant Rebate Amounts

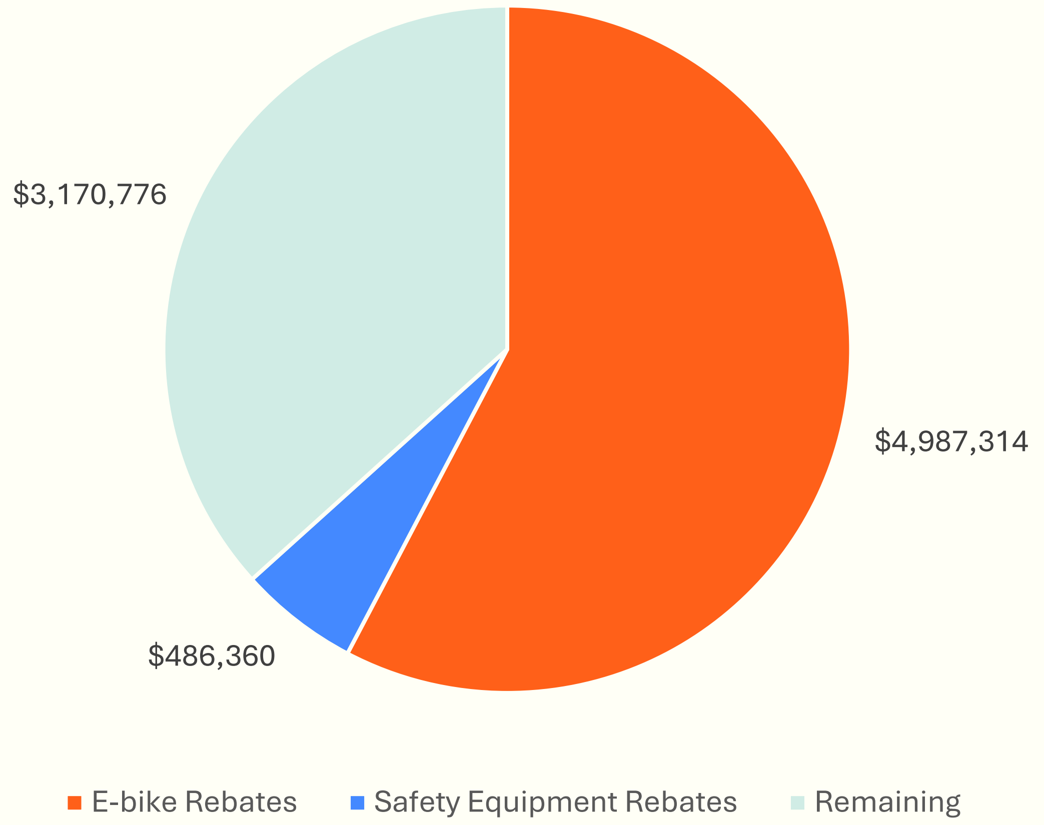
Type of E-Bike	Base Instant Rebate	Income-Qualified* Instant Rebate
Standard	$400	$1,000
Cargo	$900	$1,500
Adaptive	$900	$1,500
Safety Equipment Rebate (helmet, locks, lights)	N/A	$250

*To be eligible for the Income-Qualified Instant Rebate, household must be enrolled in California Alternate Rates for Energy (CARE), Family Electric Rate Assistance (FERA), or Energy Assistance Program (EAP).

Outcomes through 5.31.26

E-bikes & Equity: At 63% incentive budget spent, 5,783 e-bikes purchased and 55% of rebate funds redeemed by Income Qualified participants.

Incentive Budget Spend through 5/31/26



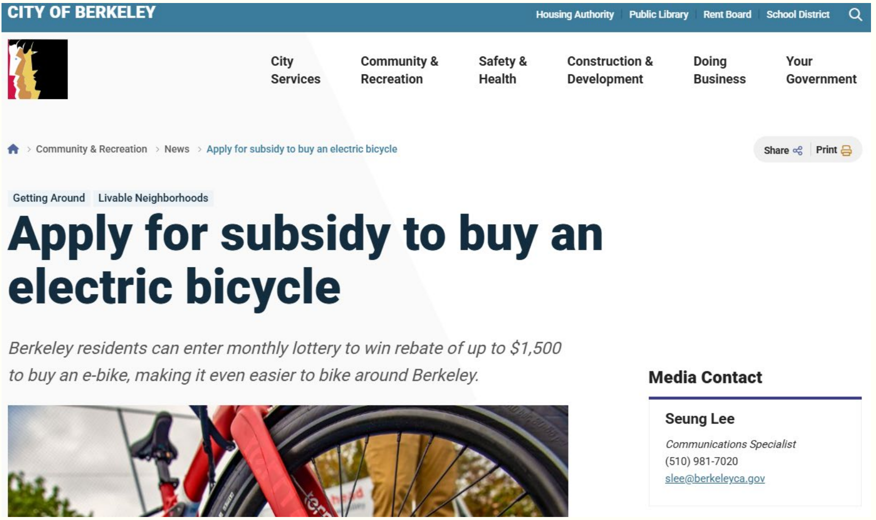
It's all about benefiting local residents…

Andrea and her two kids, who live in Oakland and rode 145 miles in their first 30 days

"...This addition to our family has been **life-changing. We go to the grocery store, local errands, parks and visit family.** On Monday, we rode through the Oakland hills to Roberts Regional Park. Our girls were mesmerized by the beautiful trees and winding roads. They **could not contain their excitement** as we rode downhill, weaving in and around some beautiful paths. My husband installed a bike bell for the girls to ring and they have enjoyed ringing it whenever we are riding. It **felt extra special to ride up the Oakland hills again** to Montclair yesterday for my older daughter's ballet class....Today, my younger daughter and I went to Emeryville on the Tern so that I could do some labs for an upcoming doctor's appointment. Riding our e-bike has been a great experience to navigate in the bay area!...**We are having a blast** and love this new e-bike!"

Attachment Staff Report Item 16C

Marketing with Partners



[City of Berkeley website]

Staff Report Item 17

To:	Ava Community Energy Authority Board of Directors
From:	Alex DiGiorgio, Sr. Manager, Public Engagement
Subject:	Approval of RESOLUTION OF THE BOARD OF DIRECTORS OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING CHANGING THE DEFAULT RATE PRODUCT TO BRIGHT CHOICE FOR ACCOUNTS SERVED BY AVA WITHIN THE CITY OF SAN LEANDRO (Action)
Date:	July 15, 2026

Summary/Recommendation

This staff report provides an update from the discussion item staff presented to the Board of Directors on May 18, 2026, regarding a San Leandro ("City") City Council ("City Council") Resolution (attached) to change the Citywide default service from Ava's Renewable 100 (the current default option) to Bright Choice, per Ava's Default Rate Product Change Policy. This item requests action by the Board to proceed with responding to the City Council's request and approve a resolution changing the default rate product to Bright Choice for accounts served by Ava within the City. As part of this Board approval, recommends the Board adopt an implementation schedule to be determined by Ava's Chief Executive Officer (CEO) in consultation with the City.

Context and Analysis

Context

On April 6, 2026, the City Council passed a Resolution (attached) requesting Ava's Board approve a citywide default transition from Renewable 100 (City's current default option) to Bright Choice service, per Ava's updated Default Rate Product Change Policy. Among the City's primary stated reasons for the requested change were 1) the high carbon-free content of Ava's

Bright Choice option (over 90% in 2025); and 2) customer cost savings due to the discount of Bright Choice rates compared to Renewable 100 and PG&E's standard service.

Previously, on September 22, 2021, Ava's Board approved the City Council's request to change the City's default option from Bright Choice to Renewable 100. At that time, the City's primary stated reason for requesting a default service transition to Renewable 100 was to help achieve the City's Climate Action Plan (CAP) goals. In accordance with the City Council's previous request, and the previous terms of Ava's Default Rate Product Change Policy, the City's residential customers transitioned from Bright Choice as the default option to Renewable 100 service in March of 2022, while the City's non-residential customers transitioned in October of that same year.

For additional context, the City's municipal accounts started service in 2017 on Brilliant 100 service (which has since sunsetted) and have been on Renewable 100 service since September 2021. This service plan transition did not require Board action, as the City requested this change for its own electricity accounts.

Currently, all of the City's residential and non-residential (e.g., commercial and industrial) customers default to Renewable 100 service, unless they fall within a specifically exempted category. These categories include the following:

- Residential customers on discount programs for income qualified households (e.g., CARE/FERA) and/or medical devices (e.g., Medical Baseline);
- Residential customers that started service while enrolled in an income qualified or medical device program; or
- Customers that have opted out of Ava service for either PG&E or Direct Access service;

The City Council's most recent Resolution to switch the citywide default back to Bright Choice identified that the transition should apply "...residential, commercial/industrial, and CARE/FERA/Medical Baseline accounts served by Ava." If approved by the Board, customers would be provided an opportunity to remain on Renewable 100 prior to the citywide default transition to Bright Choice. Thereafter, they would retain the option of choosing Renewable 100 on an individual account basis. Customers that previously opted out of Ava service would not be included. Customers that proactively chose Renewable 100 before it became the citywide default in 2022 are exempted.

Analysis

The City's proposed transition from Renewable 100 to Bright Choice service would apply to approximately 21,500 residential customers (out of 29,300 total) and 3,500 non-residential customers currently on Renewable 100. In 2025, this corresponded to approximately 275 GWh of annual electric load (excluding the City's municipal accounts, which represent an additional 6 GWh of annual electric load, and were not included in the City's 4/6 Resolution). In total, San Leandro represents less than 5% of Ava's overall load, including the recent launch of service to unincorporated San Joaquin County.

As always, timing is a critical factor in terms of the operational considerations, customer experience, and financial impacts of implementing a default service option change. If approved by the Board, the City's default transition will require updates to technology systems, specifically the billing engine and customer relationship management ("CRM") system, as well as customer communications. Communications will include two notifications to all eligible customer accounts, as required by the Default Rate Product Change Policy. Additional outreach and communications will be determined based on coordination with City staff.

To help ensure an optimal customer experience, Ava must consider the timing of customer communications—specifically the two notifications sent to each account ahead of the transition—relative to that of other agency operations (e.g., Ava's annual budgeting cycle). For example, if the default transition were to occur in July, customer notifications would typically be sent in May/June. Thereafter, if Ava's value proposition (i.e., the Bright Choice discount and the Renewable 100 premium compared to PG&E standard rates) were to be adjusted as part of the June budgeting process, the notices would become out-of-date soon after they were sent. For this reason, from an operations/customer communication perspective, it would be advisable to implement the City's default transition well after the budgeting cycle is completed in June 2027.

This timing is also advisable to help mitigate the anticipated financial impacts of the transition, if approved by the Board. Based on Ava's internal financial and power procurement analyses, staff anticipates the City's default transition to result in net revenue reductions compared to baseline scenarios (i.e., compared to the City maintaining Renewable 100 as the city-wide default service throughout 2027). Staff estimates an average revenue reduction of approximately **$360,000/month** following the transition. This includes potential savings due to avoided procurement costs.

For this reason, the total amount of default transition-related reduced revenues for 2027 depends on the timing of implementation during the calendar year; and Ava can mitigate the amount of reduced revenues by implementing the transition in late Q3 or Q4 of 2027.

Table 1 below summarizes the operational considerations and estimated financial impacts of four potential implementation scenarios in 2027.

Scenario	Implementation Month 2027	Operational Considerations	2027 Estimated Net Revenue Impact (~$360,000/month)
1	April	Impacts current 2026-2027 budget cycle	$3,240,000
2	July	Customer communications impacted if FY27-28 budget cycle includes changes to Ava's value proposition (i.e., Bright Choice discount and/or Renewable 100 premium), as customer notifications would begin as early as May 2027	$2,160,000

3	Sept	No operational issues; value proposition up-to-date; San Leandro default transition included in FY27-28 budget	$1,440,000
4	Nov	No operational issues; value proposition up-to-date; San Leandro default transition included in FY27-28 budget	$720,000

Table 1: Potential Implementation Scenarios re San Leandro's Citywide Default Transition to Bright Choice

In conclusion, staff is seeking the Board's approval to 1) accommodate the City of San Leandro's default rate product change request from Renewable 100 to Bright Choice; and 2) to provide staff flexibility to coordinate with the City and determine the specific implementation schedule. Given the operational and financial considerations presented above, Ava staff intends to pursue an implementation schedule that occurs no earlier than Q3 or Q4 of 2027.

Recommendation

Staff recommends approval of the Resolution of the Board of Directors of Ava Community Energy Authority authorizing changing the default rate product to Bright Choice for accounts served by Ava within the City of San Leandro at a date to be determined by the Chief Executive Officer in consultation with the City.

Attachments

A. Ava Resolution
B. Ava's Default Rate Product Change Policy (2024)
C. City of San Leandro City Council Resolution
D. City of San Leandro City Council Staff Report and attachments (B, C, D)
E. Presentation

RESOLUTION NO. R-2026-xx

A RESOLUTION OF THE BOARD OF DIRECTORS

OF AVA COMMUNITY ENERGY AUTHORITY AUTHORIZING CHANGING THE DEFAULT RATE PRODUCT TO BRIGHT CHOICE FOR ACCOUNTS SERVED BY AVA WITHIN THE CITY OF SAN LEANDRO

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's updated Default Rate Product Change Policy provides a process and schedule for JPA member-jurisdictions to change their constituents' default service option(s), while helping to ensure Ava has sufficient notice and time to prepare for the change.

WHEREAS on September 22, 2021, Ava's Board approved the San Leandro ("City") City Council's ("City Council") request to change the City's default service option from Bright Choice to Renewable 100, with an exception for San Leandro customers that are income-qualified and enrolled in the California Alternate Rates for Energy (CARE), Family Electric Rate Assistance (FERA), and/or Medical Baseline programs, all of whom remained on the Bright Choice service option.

WHEREAS in accordance with the City Council's request and the previous terms of Ava's Default Rate Product Change Policy, the City's residential customers transitioned from Bright Choice as the default option to Renewable 100 service in March of 2022, while the City's non-residential customers transitioned in October of that same year.

WHEREAS since adopting the original Default Rate Product Change Policy in March of 2021, Ava has approved and implemented default service option changes to Renewable 100 for at least seven member-jurisdictions, in addition to the City of San Leandro.

WHEREAS Ava currently offers customers two service options with separate rates and corresponding electricity products: Bright Choice, which is currently offered at a discount compared to Pacific Gas and Electric's ("PG&E") standard rates and included more than 60% renewable energy and more than 90% carbon-free energy in 2025; and 2) Renewable 100, which offers 100% renewable energy at a premium above PG&E's standard rates;

WHEREAS on April 6, 2026, the San Leandro City Council passed Resolution 2026-033 requesting Ava's Board approve a citywide default transition from Ava's Renewable 100 to its Bright Choice service.

WHEREAS, if the City Council's request is approved, Ava customers in the City will continue to have the choice to change their enrollment to Renewable 100 and have the ability to opt out of Ava service.

WHEREAS Ava staff conducted thorough financial and power resource procurement analyses to evaluate the agency-wide and rate-related impacts of approving the City's request to transition its default service from Renewable 100 to Bright Choice.

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

Section 1. Ava's Chief Executive Officer or his/her designee shall take all necessary actions to change the default rate product to Bright Choice for residential, commercial/industrial/agricultural, and CARE/FERA/Medical Baseline accounts served by Ava within the City of San Leandro.

Section 2. The change to the City of San Leandro's default rate product as described herein shall occur according to a schedule to be determined by the Chief Executive Officer, or his/her designee, in consultation with the City; and shall comply with the Default Rate Product Change Policy as approved by the Board.

ADOPTED AND APPROVED this 15th day of July, 2026.

____

Betsy Andersen, Chair

ATTEST:

Adrian Bankhead, Clerk of the Board

Ava COMMUNITY ENERGY
DEFAULT RATE PRODUCT CHANGE POLICY

Policy Number: 15.1
Approval Date: 3/20/24
Agenda Item: Consent Item 17
Approved by Resolution: R-2024-24

The purpose of this Default Rate Product Change Policy is to specify a process for a Joint Powers Authority (JPA) member agency ("Member") to change its Default Rate Product[1] and to ensure that Ava Community Energy (Ava) is provided with sufficient notice and time to prepare for the change.

When approving a request from a Member to change the Default Rate Product ("Default Rate Product Change") after the Member's initial service enrollment, the Ava Board ("Board") and Member shall adhere to this Policy, which requires specific cooperation from the Member. This Policy shall not apply to a change in the Default Rate Product which is the result of a rate product closure.

Under this Policy, the Default Rate Product Change request from a Member and subsequent implementation must comply with the following requirements:

1. **Timeline for Board Approval and Implementation**: Any request for a Default Rate Product Change must be approved by the Board. The Board will consider Members' requests for Default Rate Product changes in the spring based on the following schedule:
    a. If the Board approves a Member's request for a Default Rate Product Change by May 31 the Default Rate Change will be implemented in March of the following year.
    b. Notwithstanding the foregoing, the Ava Chief Executive Officer ("CEO") and the Member may mutually agree upon a different implementation schedule, provided that the CEO provides the Board with notification of the agreed-upon schedule.

Board Approval By	Implementation Month
May 31 of Year A	March of Year A+1

2. **Exceptions to Implementation of Default Rate Product Change**: Notwithstanding anything contained in this Policy, in no event shall a Member's Board-approved Default Rate Product Change affect the following:

[1] For purposes of this Policy, the "Default Rate Product" is the AVA rate product option that each Member selected as the default for AVA customers within the Member's jurisdiction.

   a. Prior customer enrollment actions. Any customer account that has affirmatively taken action to change its rate product will remain on the selected product.
   b. Prior customer opt-out actions. Any customer account that has affirmatively taken action to opt out of Ava service will remain opted out.

3. **Frequency of Default Rate Product Change by a Member**: A Member may not change its Default Rate Product more than one (1) time every two (2) years.

4. **Ava Agency Requirements**: Upon the Board's approval of a Member's request for a Default Rate Product Change, Ava staff may engage in any of the following activities:
   a. Purchase or prepare to purchase the appropriate amount of resources to meet the expected change in demand associated with the Default Rate Product Change;
   b. Complete or prepare to complete additional regulatory compliance and reporting requirements, if any;
   c. Coordinate with Ava's data and call center services manager to make necessary operational adjustments;
   d. Evaluate fiscal impacts of the Default Rate Product Change;
   e. Examine Ava rates and any rate impacts;
   f. Coordinate and work with PG&E on billing considerations, if any;
   g. Prepare for and deploy customer communication efforts;
   h. Identify and address any other operational impacts or issues and take steps to mitigate those impacts/issues; or,
   i. Take any other action necessary to effectuate the Member's approved Default Rate Product Change.

5. **Member Requirements**: The Member requesting a Default Rate Product Change must commit to the following conditions for the change to be implemented:
   a. Collaboration. The Member shall work with Ava staff to develop and implement a customer communication plan;
   b. Co-Branding. The Member must agree to co-brand customer notifications with the Member's seal; and,
   c. Cost Coverage. Ava will cover the cost of any operational adjustments and the required customer notices, as detailed in Section 6.a, for the Member's first approved Default Rate Product Change. Costs associated with any subsequent Default Rate Product Changes will be charged to the Member.

6. **Customer Communication**: Ava will notify customers subject to a Member's approved Default Rate Product Change. Ava will lead, with support from the Member, the development and dissemination of customer notices.
   a. Required Notifications. Any customer accounts subject to a Member's approved Default Rate Product Change shall be sent a minimum of two

(2) notifications. A minimum of one (1) notice shall be sent prior to the change going into effect.

b. Optional Additional Notifications. In addition to the two (2) required notices referenced in Section 6.a., above, Ava staff will coordinate with a Member who wishes to develop and distribute additional customer notices and/or conduct additional communications such as social media campaigns, jurisdictional newsletters, Member press release, etc. The Member shall be responsible for the costs of such additional communications.

7. A customer may take an enrollment action to change their Ava rate product, to opt in to Ava service, or to opt out of Ava service at any time by notifying Ava through the standard channels of phone, interactive voice recording, or online form.

RESOLUTION THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

RESOLUTION NO. 2026-033

RESOLUTION SELECTING BRIGHT CHOICE AS THE DEFAULT PRODUCT FOR SAN LEANDRO CUSTOMERS SERVED BY AVA COMMUNITY ENERGY

WHEREAS, the San Leandro City Council demonstrates its commitment to an environmentally sustainable future through its policy goals and actions, including energy reduction, clean energy programs, and the expansion of local renewable power supply; and

WHEREAS, in November 2016, the City of San Leandro City Council adopted Resolution No. 2016-160 authorizing San Leandro's participation in Alameda County's Community Choice Energy program known as East Bay Community Energy (EBCE); and

WHEREAS, in October 2023 EBCE announced and began operating under its new name, Ava Community Energy (Ava); and

WHEREAS, Ava offers two product choices with different emission-related profiles to customers: Bright Choice and Renewable 100, with the latter priced at a premium to Pacific Gas and Electric Company (PG&E) pricing and the former priced at a discount to PG&E prices; and

WHEREAS, in 2021 the San Leandro City Council selected Renewable 100 as the default choice for residents and businesses, with an exception for San Leandro customers that are income-qualified and enrolled in the California Alternate Rates for Energy (CARE), Family Electric Rate Assistance (FERA), and Medical Baseline programs remained at the Bright Choice rate; and

WHEREAS, the less expensive Bright Choice product was only 55% and 60% carbon-free in 2020 and 2021, respectively; and

WHEREAS, a September 18, 2024 resolution adopted by the Ava Board of Directors will result in Bright Choice being over 90 percent carbon-free in 2025 due to the addition of nuclear power into the Bright Choice power mix; and

WHEREAS, the significant improvement of Bright Choice's carbon-free profile, combined with the material deficit of San Leandro median household income when compared to the Alameda County median household income, make it in the public interest to replace Renewable 100 with Bright Choice attribute the default service plan provided by Ava to its customers based in San Leandro; and

WHEREAS, if approved, this would save the average residential customer approximately 45 dollars per year, or in aggregate approximately one million dollars per year for residents; and

WHEREAS, San Leandro Ava customers will continue to have the choice to change their enrollment to the higher-priced Renewable 100 product and also have the ability to opt out of purchasing electricity from Ava altogether.

NOW, **THEREFORE**, the City Council of the City of San Leandro does **RESOLVE** to select Bright Choice as its preference for the default product for San Leandro residential, commercial/industrial, and CARE/FERA/Medical Baseline accounts served by Ava.

Introduced by Mayor González and passed and adopted this 6th day of April 2026 by the following vote:

AYES:	Councilmembers J. Aguilar, V. Aguilar, Boldt, Simon, Viveros-Walton, and Mayor González	(6)
NOES:	None	(0)
ABSENT:	Councilmember Bowen	(1)

ATTEST: ________________________
Sarah K. Bunting
City Clerk

Staff Report (April 6, 2026)

Title
Adopt a Resolution Selecting Bright Choice as the Default Product for San Leandro Customers Served by Ava Community Energy

Staffreport

SUMMARY
Per a request from the Mayor, City staff presents for the City Council's consideration the attached draft Resolution that, if adopted by majority vote of the Council, would revert the default energy plan provided to San Leandro Ava Community Energy customers to be "Bright Choice" (BC), instead of "Renewable 100" (R-100). The Ava Bright Choice plan is the least expensive option. San Leandro residents or business owners who wish to purchase an energy package that is wholly derived from renewable sources would still retain the ability to opt-in to the Renewable 100 plan.

BACKGROUND
Ava Community Energy (formerly East Bay Community Energy) is a local, not-for-profit electricity provider, functioning as a Community Choice Aggregator throughout Alameda County that supplies cleaner power than PG&E by sourcing generation from renewable sources and reinvests some of its net operating revenue back into the community. PG&E delivers the power and manages the grid.

Below is a comparison of available energy plans as currently posted on the Ava Community Energy public website:

- Ava Renewable 100 (R-100) - 100% renewable sources (e.g. wind & solar), priced at 1 ¾ cent per kWh above PG&E rates.
- Ava Bright Choice (BC) - 62% renewable sources, priced at 0.5% below PG&E rates.
- PG&E - 23% renewable sources, priced at 0.5% above Ava Bright Choice rates.

MAYOR'S ANALYSIS

The primary intent of the proposed City Council resolution is to balance sustainability goals with economic equity for all San Leandro residents and businesses. According to the state of California, the City is officially designated as a disadvantaged community, with a median household income that lags Alameda County's median by more than $20,000 per year. When the City Council voted in 2021 to opt-up the entire community's default power mix to R-100, it shifted the financial burden of that action to local residents and business owners.

Moreover, the above action exceeded the intent of the relevant strategies referenced later in this staff report that are included in the City's adopted Climate Action Plan (CAP). More specifically, rather than merely *encouraging* local energy customers to opt-up to R-100, the Council's action served as a de facto requirement for them to opt-up in the absence of taking proactive action to opt-down to a less expensive energy mix.

Additionally, it is important to note that in the greater than five years that has passed since that 2021 action occurred, the renewable power portions of Ava Community Energy's Bright Choice plan have markedly improved. As a result, if San Leandro residents and businesses were defaulted to the Bright Choice plan, their resulting default power mix would be substantively improved as compared to what it otherwise would have been in 2021. Similarly, the Bright Choice renewable percentage is materially higher than that offered by PG&E. More specifically, it is approximately 2.7 times PG&E's renewable power mix percentage according to the above-referenced data that is publicly listed on Ava's website. Most importantly, according to the 2024 power content label, Bright Choice was at least 96% GHG-free in 2024. That is the last year for which a power content label has been published. 2025 is expected to be greater than 90% GHG-free according to Ava Energy's draft FY 2025-26 budget.

Lastly, because the City separately opted into the R-100 power mix plan, adoption of the proposed Resolution would have no impact on the power being used at City-owned municipal facilities and buildings. As a result, the City would continue to be able to lead by example through the usage of 100 percent renewable power at all City facilities.

STAFF ANALYSIS

On July 19, 2021, the City Council unanimously adopted the 2021 Climate Action Plan (CAP). The CAP is San Leandro's comprehensive strategy to reduce greenhouse gas (GHG) emissions and adapt to changing climate conditions. San Leandro's adopted General Plan also directs the preparation, ongoing implementation, and update of the CAP, providing the framework for San Leandro to reduce its community-wide GHG emissions in a manner consistent with State reduction targets through 2030 and longer-term goals for 2050. This document outlines both the City's successes to date in promoting environmental responsibility and provides a blueprint for continued sustainability.

Additionally, the CAP includes Renewable Energy Strategy (RE-1), which states: *"Encourage San Leandro households and businesses to switch from PG&E electricity supplies to East Bay Community Energy (now Ava), and commit to defaulting to Renewable 100 tier for 100-percent renewable energy"*.

On September 7, 2021, the City Council subsequently voted to upgrade the citywide default plan for all residences and businesses to the Renewable 100 (R-100) tier, using 100-percent renewable energy. Prior to the implementation date of the above action, the City of San Leandro Department of Public Works was also collaborating with EBCE to update the default power mix for all City-owned municipal facilities to R-100, consistent with City Council direction. That latter change to the power mix for city facilities came into effect on October 1, 2021.

Nuclear Power Added to Bright Choice Energy Mix
In September 2024, the Ava Board of Directors voted to accept PG&E's Diablo Canyon Nuclear Power Plant energy allocation of greenhouse gas-free (GHG-free) power attributes into the Bright Choice product. This nuclear allocation lowered the overall carbon/GHG content in the Bright Choice power mix in 2025.

Unlike wind and solar power, nuclear power is considered by the State of California to be a non-renewable energy source despite not generating GHGs because of the following reasons:

- According to the California Energy Commission's Renewables Portfolio Standards Certification, a renewable resource is a natural resource that can be replenished naturally in a short period of time, or otherwise can be reused at a rate that keeps up with its consumption; and
- It relies on finite resources such as uranium.

Community Cost Savings
If the attached City Council Resolution is approved, it is anticipated that the change to the default power mix for San Leandro residents and businesses would become effective in March 2027, thereby allowing residential customers to realize an average savings of approximately $46 per year by March 2028. Customers that had already separately opted-in to the R-100 tier would stay in that tier after the proposed default change. As a result, City-owned municipal facilities would also remain in the R-100 fully renewable power mix.

Alameda County Green Business Program
Per the requirements of the Alameda County Green Business program, any business in the County seeking to become certified as a "Green Business" must opt into Ava Community Energy's R-100 plan. As a result, if the City Council were to adopt the proposed action, any businesses seeking such a certification or a renewal of such a certification would need to ensure that they are opted-up to R-100, rather than defaulting to other power mixes. Additionally, it is worth noting that the City of San Leandro Department of Public Works is currently in the process of certifying municipal facilities as Green Businesses to ensure city operations conserve energy, water, and materials resources wherever possible. This certification effort would not be directly impacted by adoption of the proposed Council Resolution, as noted above.

Fiscal Impacts
None. Given that municipal operations would retain the opted-in R-100 plan after the change, the proposed action would have no impact to the City's General Fund budget.

ATTACHMENTS
A: Draft Resolution

B: FY 2024 Analysis
C: FY 2025 Analysis
D: Ava Community Energy rate comparisons

Prepared by:

Kimberly Anderson, Management Analyst II, Public Works Department
Eric Engelbart, Deputy City Manager, City Manager’s office

San Leandro Renewable 100 and Bright Choice Analysis

- To capture a full year with the current value proposition by Ava, the time period for analysis is from July 1, 2023 to June 30, 2024
- Analysis excludes Opted Out customers
- Bright Choice Savings and R100 Premium are compared to PG&E unless stated otherwise
- Customer groups are based on the most current customer enrollment information. Some customers in the BC or R100 groups may not have been on that product for the whole year

Table 1 - Annual Overview by Customer Class

Customer Class	Bright Choice			Renewable 100		
	Enrolled Customers as of Sept 2024	Annual Billed Usage (kWh)	Annual Bright Choice Savings	Enrolled Customers as of Sept 2024	Annual Billed Usage (kWh)	Annual R100 Premium
Commercial and Industrial	120	20,330,835	$ 119,259	3,517	189,905,066	$ 474,765
Municipal	24	2,126,530	$ 16,053	250	6,279,263	$ 15,700
Residential	8,366	42,223,650	$ 338,299	20,797	97,665,449	$ 244,184
Total	**8,510**	**64,681,015**	**$ 473,611**	**24,564**	**293,849,777**	**$ 734,650**

Table 2 - Annual Overview for CARE/FERA and Medical Baseline Customers

Product	Enrolled Customers as of Sept 2024	Annual Billed Usage (kWh)	Annual Bright Choice Savings	Annual R100 Premium
Bright Choice	5,955	21,730,552	$ 177,578	-
Renewable 100	2,756	8,535,167	-	$ 21,345

Note: CARE/FERA and Medical Baseline customers are defaulted to Bright Choice, but if a customer enrolls in these programs post-start of service, they may be on Renewable 100

Table 3 - Estimated Bright Choice Savings for R100 Customers

Customer Class	Enrolled Customers as of Sept 2024 [C]	Estimated BC Savings Compared to PG&E [A]	Billed R100 Premium Compared to PG&E [B]	Estimated Bill Difference Between R100 and BC [A + B]	Estimated Annual Bill Difference R100 and BC per Customer [A + B] / [C]
Commercial and Industrial	3,517	$ 1,463,711	$ 474,765	$ 1,938,477	$ 551
Municipal	250	$ 46,806	$ 15,700	$ 62,506	$ 250
Residential	20,797	$ 784,924	$ 244,184	$ 1,029,108	$ 49

San Leandro Renewable 100 and Bright Choice Analysis 2025

- To capture a full year with the current value proposition by Ava, the time period for analysis is from July 1, 2024 to June 30, 2025
- Analysis excludes Opted Out customers
- Bright Choice Savings and R100 Premium are compared to PG&E unless stated otherwise
- Customer groups are based on the most current customer enrollment information. Some customers within groups may not have been on CARE/FERA, Bright Choice or Renewable 100 for the whole year

Table 1 - Annual Overview by Customer Class

Customer Class	Bright Choice			Renewable 100		
	Currently Enrolled Customers	Annual Billed Usage (kWh)	Annual Bright Choice Savings	Currently Enrolled Customers	Annual Billed Usage (kWh)	Annual R100 Premium
Commercial and Industrial	129	26,789,458	$ 167,013	3,558	186,007,923	$ 465,022
Municipal	26	2,583,572	$ 18,519	252	6,226,527	$ 15,568
Residential	7,897	40,643,595	$ 305,390	21,486	97,791,217	$ 245,403
Total	**8,052**	**70,016,625**	**$ 490,921**	**25,296**	**290,025,667**	**$ 725,993**

Table 2 - Annual Overview for CARE/FERA and Medical Baseline Customers

Product	Currently Enrolled Customers	Annual Billed Usage (kWh)	Annual Bright Choice Savings	Annual R100 Premium
Bright Choice	5,449	28,144,109	$ 212,712.23	-
Renewable 100	3,459	19,239,069	-	$ 48,190.62

Note: CARE/FERA and Medical Baseline customers are defaulted to Bright Choice, but if a customer enrolls in these programs post-start of service, they may be on Renewable 100

Table 3 - Estimated Bright Choice Savings for R100 Customers

Customer Class	Currently Enrolled Customers [C]	Estimated BC Savings Compared to PG&E [A]	Billed R100 Premium Compared to PG&E [B]	Estimated Bill Difference Between R100 and BC [A + B]	Estimated Annual Bill Difference R100 and BC per Customer [A + B] / [C]
Commercial and Industrial	3,558	$ 1,360,911	$ 465,022	$ 1,825,932	$ 513
Municipal	252	$ 43,589	$ 15,568	$ 59,157	$ 235
Residential	21,486	$ 736,301	$ 245,403	$ 981,703	$ 46

AVERAGE MONTHLY COST COMPARISON BY PLAN
(RESIDENTIAL ELECTRIC 2025)

Per Ava Community Energy Website

RENEWABLE 100

100% renewable energy

Electric generation:
$51.48

Electric delivery:
$94.29

Additional non-Ava fees:
$3.26

TOTAL: $148.91

BRIGHT CHOICE

62% renewable energy

Electric generation:
$47.89

Electric delivery:
$94.29

Additional non-Ava fees:
$3.26

TOTAL: $145.32

PG&E

45% renewable energy

Electric generation:
$50.58

Electric delivery:
$94.29

Additional non-Ava fees:
$3.26

TOTAL: $148.01

This comparison is for an average residential E-TOU-C (Time of Use) customer using 360 kWh/month. Due to rounding, the rate components may not sum exactly to the total. Figures reflect Ava's actual power mix from 2024 (most recently published). Power mixes are published annually each summer for the preceding year.)

Ava Community Energy

City of San Leandro's Request for Default Service Plan Change (Action)

July15, 2026 | Alex DiGiorgio

Background: San Leandro Citywide Default Service

- On **April 6, 2026**, the San Leandro City Council passed a Resolution requesting Ava's Board to approve a citywide default service transition from Renewable 100 (the City's current default option) to Bright Choice, per Ava's Default Rate Product Change Policy.

- Previously, on **September 22, 2021**, Ava's Board approved the San Leandro City Council's request to change the City's default service option from Bright Choice to Renewable 100.

- In **March of 2022**, San Leandro's residential customers transitioned from Bright Choice as the default option to Renewable 100, while the City's commercial & industrial customers transitioned in **October of 2022**, per the timeline determined by the Council's 2021 Resolution and Ava's Policy at that time.
  - Exempted customers included: Income qualified (CARE/FERA); Medical Baseline; opt-outs
  - Customers also had an opportunity to remain on Bright Choice during the Renewable 100 default enrollment

Background: San Leandro by the Numbers

- San Leandro has about 21,500 residential and 3,500 non-residential (commercial/industrial) customers currently on Renewable 100
  - *7,800 residential & 137 non-residential customers are currently on Bright Choice*
- Annual load 275 GWh (on Renewable 100), or less than 5% of Ava's load
  - Municipal facilities, 6 GWh, would remain on Renewable 100
- *Note*: Prior to the transition to Bright Choice, customers will be provided an opportunity to remain on Renewable 100.

Ava Default Rate Product Change Policy

- Per Ava's updated 2024 Default Rate Product Change Policy, requests by JPA member-jurisdictions to change their default service option must be approved by Ava's Board by May 31 to be implemented by March of the following year.
- *The policy allows for a different implementation schedule if agreed upon by Ava's CEO and the JPA member.*
- Procedurally, following a request to change a citywide default service option, Ava staff conduct analyses to evaluate the impact of the requested change to Ava's service area-wide customer base and internal operations.
- Customers who wish to remain on Renewable 100 will have the opportunity to do so. Those who have previously selected Renewable 100 will be unaffected by the default transition to Bright Choice, pending Board approval.

Potential 2027 Enrollment Scenarios/Schedules

Scenario	Implementation Month (2027)	Operational Considerations	2027 Estimated Net Revenue Impact (~ $360,000/month)
1	April	Impacts current 2026-2027 budget cycle	$3,240,000
2	July	Customer communications impacted if FY27-28 budget cycle includes changes to Ava's value proposition, as customer notifications would begin as early as May 2027	$2,160,000
3	Sept	No operational issues; San Leandro default transition included in FY27-28 budget	$1,440,000
4	Nov	No operational issues; San Leandro default transition included in FY27-28 budget	$720,000

Summary

- September 2027 provides the earliest implementation scenario that avoids key operational considerations, such as Ava's annual budget cycle & potential changes to Ava's rates and 'value proposition' (i.e., the Bright Choice discount and/or Renewable 100 premium, compared to PG&E standard rates).
- Later months (e.g., October to December 2027) provide correspondingly lower estimated net revenue impacts.

Next Steps/Recommendations

- Adopt Resolution approving City of San Leandro's default rate product change request from Renewable 100 (current default option) to Bright Choice
  - *The schedule of the default transition in 2027 will be determined by Ava's CEO in consultation with the City of San Leandro based on operational and financial considerations.*
- Per Sec. 1b of Ava's Default Rate Product Change Policy, the schedule of the default transition will require approval by the San Leandro City Council.
- Pending approval by Ava's Board and the City Council, two notices will be sent to all eligible customers before/during the default transition.
- Ava staff will coordinate with San Leandro's City staff on communications.


Ava
Community Energy