

**Board of Directors Meeting Agenda**  
May 27, 2021, 2 p.m.  
City of Solana Beach | Virtual Meeting

Members of the public can watch the meeting live by clicking the Live Stream Link at:

<https://thecleanenergyalliance.org/agendas-minutes/>

or

<https://www.youtube.com/channel/UCGXJILzITUJOCZwVGpYoC8Q>

To participate via telephone:

(669) 900-9128; Meeting ID: 951 3861 9424

Per State of California Executive Order N-29-20, and in interest of public health and safety, we are temporarily taking actions to prevent and mitigate the effects of the COVID-19 pandemic by holding Clean Energy Alliance Joint Powers Authority meetings electronically or by teleconferencing. All public meetings will comply with public noticing requirements in the Brown Act and will be made accessible electronically to all members of the public seeking to observe and address the Clean Energy Alliance Joint Powers Authority Board of Directors.

You can participate in the meeting by e-mailing your comments to the Secretary at [secretary@thecleanenergyalliance.org](mailto:secretary@thecleanenergyalliance.org) 1 hour prior to commencement of the meeting. If you desire to have your comment read into the record at the meeting, please indicate so in the first line of your e-mail and limit your e-mail to 500 words or less. These procedures shall remain in place during the period in which state or local health officials have imposed or recommended social distancing measures.

**CALL TO ORDER**

**ROLL CALL**

**FLAG SALUTE**

**BOARD COMMENTS & ANNOUNCEMENTS**

**PRESENTATIONS**

Clean Energy Alliance Flips the Switch! - Recognition of Clean Energy Alliance Launch – Video Presentation

**PUBLIC COMMENT**

**APPROVAL OF MINUTES**

Minutes of the Regular Meeting held April 22, 2021



## Consent Calendar

**Item 1: Clean Energy Alliance Treasurer's Report**

**RECOMMENDATION**

Receive and File Clean Energy Alliance Interim Treasurer's Report.

**Item 2: Adopt Resolution Setting Time and Place for Clean Energy Alliance Board Meetings July 2021 – June 2022**

**RECOMMENDATION**

Adopt Resolution No. 2021-010 Setting Time and Place for Clean Energy Alliance Board Meetings July 2021 – June 2022.

**Item 3: Approve Increase in Keyes & Fox Legal Services Agreement**

**RECOMMENDATION**

Approve Increase in Keyes & Fox Legal Services Agreement from \$120,000 to a not to exceed amount of \$150,000 and authorize the Interim Chief Executive Officer to execute all documents, subject to General Counsel approval.

## New Business

**Item 4: Clean Energy Alliance Interim Chief Executive Officer Operational, Administrative and Regulatory Affairs Update**

**RECOMMENDATION**

1) Receive and file Community Choice Aggregation Update Report from Interim CEO.  
2) Receive and file Community Choice Aggregation Regulatory Affairs Report from Special Counsel.

**Item 5: Review Proposed Clean Energy Alliance Fiscal Year 21/22 Budget and Schedule Adoption for June 24, 2021**

**RECOMMENDATION**

Review Proposed Fiscal Year 21/22 Budget and Schedule Adoption for June 24, 2021.

**Item 6: Adopt Resolution Establishing Policy for Adding New Member Agencies to Clean Energy Alliance**

**RECOMMENDATION**

Adopt Resolution No. 2021-011 Establishing Policy for Adding New Member Agencies to Clean Energy Alliance.



**Item 7: Approve Response to County of San Diego Requesting CCE Information**

**RECOMMENDATION**

Approve response to County of San Diego requesting CCE information.

**Item 8: Approval of Agreement for the Procurement of Long-Term Renewable Power Supply with Shell Energy North America**

**RECOMMENDATION**

Authorize the Interim Chief Executive Officer to execute a power purchase agreement with Shell Energy North America for the procurement of long-term renewable power supply, subject to Special Transactions Counsel approval.

## **BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

## **ADJOURN**

**NEXT MEETING:** June 24, 2021, 2 p.m., hosted by Carlsbad (Virtual Meeting)

### **Reasonable Accommodations**

*Persons with a disability may request an agenda packet in appropriate alternative formats as require by the Americans with Disabilities Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. Please contact the Carlsbad City Clerk's Office at 760-434-2808 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or [clerk@carlsbadca.gov](mailto:clerk@carlsbadca.gov) by noon on the Monday before the Board meeting to make arrangements.*

### **Written Comments**

*To submit written comments to the Board, please contact the Clean Energy Alliance Board Clerk at [secretary@thecleanenergyalliance.org](mailto:secretary@thecleanenergyalliance.org). Written materials related to the agenda that are received by 5:00 p.m. on the day before the meeting will be distributed to the Board in advance of the meeting and posted on the Authority webpage.*



## Staff Report

**DATE:** May 27, 2021  
**TO:** Clean Energy Alliance Board of Directors  
**FROM:** Marie Marron Berkuti, Interim Treasurer  
**ITEM 1:** Clean Energy Alliance Treasurer's Report

---

### **RECOMMENDATION**

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for April 2021.

### **BACKGROUND AND DISCUSSION**

This report provides the Board with the following financial information through April 30, 2021:

- Statement of Financial Position – Reports assets, liabilities, and financial position of the CEA as of April 30, 2021.
- Statement of Revenues, Expenses and Changes in Net Position for the ten months ended April 30, 2021.
- Budget to Actuals Comparison Schedule – Reports actual revenues and expenditures compared to the amended budget as of April 30, 2021.
- Budget Reconciliation to Statement of Revenues, Expenses and Changes in Net Position
- List of Payments Issued – Reports payments issued for April 2021.

As of April 30, 2021, liabilities represent invoices received for services, but not yet paid. The noncurrent accounts payable are amounts due to the cities of Carlsbad, Del Mar and Solana Beach for the \$150,000 advance made by each member agency for start-up costs and services provided to CEA for the period December 2019 to June 2020. These invoices are scheduled to be paid three years from the time CEA is operational.

APRIL 30, 2021 REPORTS

STATEMENT OF FINANCIAL POSITION

**CLEAN ENERGY ALLIANCE  
STATEMENT OF NET POSITION  
As of April 30, 2021**

**ASSETS**

**Current Assets**

Cash Operating Account	\$ 1,001,883.07
Lockbox Account	100,000.00

**Total Current Assets** 1,101,883.07

**Noncurrent Assets**

Deposits	
CCA Bond	247,000.00
CAISO Collateral Deposit	500,000.00
SDG&E Collateral Deposits	585,000.00

**Total Noncurrent Assets** 1,332,000.00

**Total Assets** 2,433,883.07

**LIABILITIES**

**Current Liabilities**

Accounts Payable	75,088.47
Accrued Liabilities	26,448.00
Refundable Deposits	75,000.00

**Total Current Liabilities** 176,536.47

**Noncurrent Liabilities**

Due to Member Agencies	
Due to City of Carlsbad	186,571.79
Due to City of Del Mar	151,892.97
Due to City of Solana Beach	165,552.69
Total Due to Member Agencies	504,017.45

JPMorgan Revolving Credit Agreement 4,500,000.00

**Total Noncurrent Liabilities** 5,004,017.45

**Total Liabilities** 5,180,553.92

**NET POSITION**

Unrestricted (deficit) (2,746,670.85)

**Total Net Position** \$ (2,746,670.85)

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

**CLEAN ENERGY ALLIANCE**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**For the ten months ended April 30, 2021**

<b>Operating Revenues</b>	\$ -
<b>Operating Expenses</b>	
Power Supply	\$ 1,554,731.49
Professional Services	822,094.10
Print/Mail Services	34,098.37
Membership Dues	15,444.00
Advertising	8,108.51
Website Maintenance	204.00
Insurance	5,569.38
Bank Fees	985.00
Subscriptions/Publications	399.00
Miscellaneous G&A	4,313.05
<b>Total Operating Expenses</b>	<u>2,445,946.90</u>
<b>Operating Income (Loss)</b>	<u>(2,445,946.90)</u>
<b>Non-Operating Expenses</b>	
Interest Expense	<u>(22,039.58)</u>
<b>Change in Net Position</b>	(2,467,986.48)
Net Position at beginning of period	<u>(278,684.37)</u>
<b>Net Position at end of period</b>	<u>\$ (2,746,670.85)</u>

BUDGET TO ACTUALS COMPARISON SCHEDULE

At its January 21, 2021 board meeting, the CEA Board approved a Credit Agreement with JPMorgan for \$6MM to provide start-up funding for cash flow needs and a line of credit should the need arise. The first drawdown of funds from the Agreement was made on February 3, 2021, in the amount of \$3MM. At the same time, the Calpine Promissory Notes totaling \$650,000 were paid off along with \$2,923 in interest expense. A second drawdown was made on April 1, 2021, in the amount of \$1.5MM.

At its June 18, 2020 board meeting, the CEA Board adopted the Fiscal Year (FY) 2020/21 budget approving \$4,006,500 in total operating expenses and uses of funds. The CEA Board approved an amendment to the budget at its November 19, 2020 board meeting to cover the Financial Security Requirement amount of \$147,000. At its December 17, 2020 board meeting, the CEA Board approved an amendment to the budget totaling \$9,459,000 in expenses and uses of funds to reflect resource adequacy contracts executed and costs associated with CEA beginning to provide service in May and June 2021. These budget amendments brought the amended adopted budget total to \$13,612,500.

Of its approved \$13,612,500.00 amended budgeted operating expenses and uses of funds, \$3,199,986.48 has been expended, leaving \$10,412,513.52.

The Budget to Actuals Comparison Schedule is shown on the next page.

**CLEAN ENERGY ALLIANCE  
BUDGET TO ACTUALS COMPARISON SCHEDULE  
For the ten months ended April 30, 2021**

	<b>AMENDED BUDGET</b>	<b>ACTUALS</b>	<b>VARIANCE</b>
<b>Operating Revenues</b>			
Energy Sales	\$ 8,000,000.00	\$ -	\$ 8,000,000.00
<b>Total Operating Revenue</b>	<b>8,000,000.00</b>	<b>-</b>	<b>8,000,000.00</b>
<b>Operating Expenses</b>			
Power Supply	8,000,000.00	1,554,731.49	6,445,268.51
Professional Services			
Administrative	120,000.00	123,233.68	(3,233.68)
Accounting	10,000.00	17,945.00	(7,945.00)
Legal	320,000.00	363,770.45	(43,770.45)
Technical	198,200.00	218,702.25	(20,502.25)
Data Manager	130,200.00	-	130,200.00
Marketing	102,238.00	81,885.22	20,352.78
Audit	40,000.00	8,000.00	32,000.00
Other	9,562.00	8,557.50	1,004.50
Total Professional Services	930,200.00	822,094.10	108,105.90
Print/Mail Services	132,000.00	34,098.37	97,901.63
SDG&E Service Fees & Deposit	83,800.00	-	83,800.00
Membership Dues	15,000.00	15,444.00	(444.00)
Advertising	10,000.00	8,108.51	1,891.49
Website Maintenance	2,500.00	204.00	2,296.00
Insurance	-	5,569.38	(5,569.38)
Bank Fees	-	985.00	(985.00)
Subscriptions/Publications	-	399.00	(399.00)
Miscellaneous G&A	-	4,313.05	(4,313.05)
<b>Total Operating Expenses</b>	<b>9,173,500.00</b>	<b>2,445,946.90</b>	<b>6,727,553.10</b>
<b>Operating Income (Loss)</b>	<b>(1,173,500.00)</b>	<b>(2,445,946.90)</b>	<b>1,272,446.90</b>
<b>Non-Operating Expenses</b>			
Interest Expense	<b>10,000.00</b>	<b>22,039.58</b>	<b>(12,039.58)</b>
<b>Other Sources and Uses</b>			
Sources			
JPMorgan Revolving Credit Agreement	5,000,000.00	4,500,000.00	500,000.00
Calpine Promissory Note	650,000.00	-	650,000.00
Total Sources	5,650,000.00	4,500,000.00	1,150,000.00
Uses			
CCA Bond(Financial Security Reqmt-FSR)	47,000.00	147,000.00	(100,000.00)
CAISO Deposit	500,000.00	-	500,000.00
Lock Box Reserves/Cash Flow	2,500,000.00	-	2,500,000.00
Calpine Promissory Note Repayment	650,000.00	-	650,000.00
Collateral Deposits-SDG&E	585,000.00	585,000.00	-
Financial Security Requirement	147,000.00	-	147,000.00
Total Uses	4,429,000.00	732,000.00	3,697,000.00
<b>Total Sources and Uses</b>	<b>1,221,000.00</b>	<b>3,768,000.00</b>	<b>(2,547,000.00)</b>
<b>Net Increase (Decrease) in Available Fund Balance</b>	<b>\$ 37,500.00</b>	<b>\$ 1,300,013.52</b>	<b>\$ (1,262,513.52)</b>
<b>Total Operating and Non-Operating Expenses and Uses of Funds</b>	<b>\$ 13,612,500.00</b>	<b>\$ 3,199,986.48</b>	<b>\$ 10,412,513.52</b>

BUDGET RECONCILIATION TO STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

**CLEAN ENERGY ALLIANCE  
BUDGET RECONCILIATION TO STATEMENT OF  
REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
For the ten months ended April 30, 2021**

<b>Net Increase (Decrease) in Available Fund Balance per Budgetary Comparison Schedule</b>	\$ 1,300,013.52
Adjustments needed to reconcile to the changes in Net Position in the Statement of Revenues, Expenses, and Changes in Net Position	
Subtract Advances-JPMorgan Revolving Credit Agreement	(4,500,000.00)
Add back:	
Collateral Deposit-CAISO	-
Collateral Deposits-SDG&E	585,000.00
CCA Bond(Financial Security Reqmt-FSR)	147,000.00
<b>Change in Net Position</b>	<u>\$ (2,467,986.48)</u>

LIST OF PAYMENTS ISSUED

The report on the following page provides the detail of payments issued by CEA for April 2021. All payments were within approved budget.

**Clean Energy Alliance  
List of Payments Issued April 2021**

<b>Date</b>	<b>Via</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
04/01/21	ACH	WREGIS	Annual Fee - Generator Aggregators	\$ 125.00
04/05/21	WIRE	JPMorgan	3-Mar-2021 5-Apr-2021 34days \$3,000,000.00 3.700000%	10,175.00
04/06/21	WIRE	JPMorgan	3-Mar-2021 5-Apr-2021 34days \$3,000,000.00 3.700000%	308.33
04/07/21	ACH	USPS	04/07/21 Mailing	3,446.84
04/09/21	ACH	USPS	04/09/21 Mailing	51.82
04/14/21	ACH	USPS	04/13/21 Mailing	5,202.02
04/16/21	ACH	Neyenesch Printers	various printing - mailers	7,266.01
04/19/21	ACH	Tripepi, Smith & Associates, Inc.	Mar 2021 Retainer	9,223.75
04/19/21	ACH	Hall Energy Law PC	Mar 2021 Energy Procurement Counsel Svcs	20,289.50
04/19/21	ACH	Granicus, LLC	Form 700 Filing Annual Subscription	399.00
04/19/21	ACH	The Coast News Group	TCN AD	465.00
04/19/21	ACH	The Coast News Group	TCN AD	465.00
04/19/21	ACH	Richards, Watson & Gershon	Mar 2021 General Counsel Svcs	5,431.35
04/19/21	ACH	Tosdal APC	Mar 2021 Regulatory Counsel Svcs	6,604.90
04/19/21	ACH	Tosdal APC	Feb 2021 Regulatory Counsel Svcs	7,979.90
04/19/21	ACH	Tripepi, Smith & Associates, Inc.	Mar 2021 General Support Services	3,328.75
04/19/21	ACH	Pacific Energy Advisors, Inc	Mar 2021 Technical Consulting Svcs	23,600.00
04/19/21	ACH	USPS	04/15/21 Mailing	4,990.17
04/26/21	WIRE	Direct Energy	Mar 2021 PWR-CAP	157,000.00
04/26/21	WIRE	SDG&E	March 2021 RA Sales	623,837.80
04/26/21	ACH	Keyes & Fox LLP	Mar ERRA Forecast Counsel Services	648.25
04/26/21	ACH	Carlsbad Chamber of Commerce	Green Business Expo - Exhibitor	150.00
04/26/21	ACH	Carlsbad Chamber of Commerce	Carlsbad Business Journal Advertisement April 2021	695.00
04/26/21	ACH	Bayshore Consulting Group, Inc	Mar CEO/Clerk Services	16,991.25
04/26/21	ACH	Bolt Energy Marketing, LLC	March 2021 Invoice Resource Adequacy Confirmation Letters	74,750.00
04/26/21	ACH	USPS	04/23/21 Mailing	147.41
			<b>Total April Payments</b>	<b><u>\$ 983,572.05</u></b>

**FISCAL IMPACT**

There is no fiscal impact associated with these items.



## Staff Report

**DATE:** May 27, 2021

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Barbara Boswell, Interim Chief Executive Officer

**ITEM 2:** Adopt Resolution No. 2021-010 Setting Time and Place for Clean Energy Alliance Board Meetings July 2021 – June 2022

---

### **RECOMMENDATION**

Adopt Resolution No. 2021-010 Setting the Time and Place for Clean Energy Alliance Board Meetings for July 2021 – June 2022.

### **BACKGROUND AND DISCUSSION**

Pursuant to Section 4.8 of the Clean Energy Alliance (CEA) Joint Powers Agreement, the CEA Board shall establish the date, hour and place of each regular meeting annually by resolution.

At its June 18, 2020 board meeting, the Clean Energy Alliance (CEA) Board adopted Resolution No. 2020-003 which established the time and place for CEA board meetings through June 2021. The proposed schedule sets meetings on the last Thursday of the month at 2 p.m. with the location rotating among the member cities.

Adopting the Board meeting calendar by resolution meets the Brown Act requirements (Government Code §54954) and provides the CEA Board the opportunity to notify the public of its scheduled regular meetings. Special meetings can still be called as needed by providing 24-hour notice before the time of the special meeting. The meeting schedule will be posted to the CEA website.

Board meeting locations for 2021 – 22 are proposed as follows:

- July 2021, October 2021, February 2022, May 2022: Del Mar City Hall (1050 Camino Del Mar)
- August 2021, December 2021, March 2022, June 2022: Solana Beach City Hall (635 S. Highway 101)
- September 2021, January 2022, April 2022: Carlsbad City Hall (1200 Carlsbad Village Dr.)

### **FISCAL IMPACT**

There is no fiscal impact associated with this item.

**ATTACHMENTS**

Resolution No. 2021-010 Setting the Time and Place for Clean Energy Alliance Board Meetings July 2021  
– June 2022

CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2021-010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE  
SETTING TIME AND PLACE FOR CLEAN ENERGY ALLIANCE BOARD MEETINGS  
JULY 2021 – JUNE 2022

**WHEREAS**, the Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019, by founding members cities of Carlsbad, Del Mar and Solana Beach; and

**WHEREAS**, the CEA Board of Directors has determined it will establish its regular meetings annually by resolution; and

**WHEREAS**, the Ralph M. Brown Act (Government Code §54954) provides for the establishment of an annual regular meeting calendar procedure; and

**WHEREAS**, special meetings of the Board of Directors will be called as necessary and following the requirements of the Brown Act (Government Code §54954).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of the Clean Energy Alliance hereby establishes the following dates, times and locations, for regular Board meetings during fiscal year 2020/21:

July 29, 2021	2 p.m. Del Mar City Hall (1050 Camino Del Mar)
August 26, 2021	2 p.m. Solana Beach City Hall (635 S. Highway 101)
September 30, 2021	2 p.m. Carlsbad City Hall (1200 Carlsbad Village Dr.)
October 28, 2021	2 p.m. Del Mar City Hall (1050 Camino Del Mar)
November 25, 2021	2 p.m. Canceled – Thanksgiving
December 30, 2021	2 p.m. Solana Beach City Hall (635 S. Highway 101)
January 27, 2022	2 p.m. Carlsbad City Hall (1200 Carlsbad Village Dr.)
February 24, 2022	2 p.m. Del Mar City Hall (1050 Camino Del Mar)
March 31, 2022	2 p.m. Solana Beach City Hall (635 S. Highway 101)
April 28, 2022	2 p.m. Carlsbad City Hall (1200 Carlsbad Village Dr.)
May 26, 2022	2 p.m. Del Mar City Hall (1050 Camino Del Mar)
June 30, 2022	2 p.m. Solana Beach City Hall (635 S. Highway 101)

Section 2. That the fiscal year 2021-22 meeting calendar will be posted to the Clean Energy Alliance website.

The foregoing Resolution was passed and adopted this 27th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

---

Kristi Becker, Chair

ATTEST:

---

Sheila Cobian, Board Secretary



## Staff Report

**DATE:** May 27, 2021

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Barbara Boswell, Interim Chief Executive Officer

**ITEM 3:** Approve Increase in Keyes & Fox Legal Services Agreement

---

### **RECOMMENDATION**

Approve increase in Keyes & Fox legal services agreement from not to exceed amount of \$120,000 to \$150,000 and authorize the Interim Chief Executive Officer to execute all documents, subject to General Counsel approval.

### **BACKGROUND AND DISCUSSION**

Clean Energy Alliance (CEA), in partnership with San Diego Community Power, previously engaged Keyes & Fox to provide legal services regarding San Diego Gas & Electric's (SDG&E) rate proceedings. During 2020, through their efforts, errors were found in SDG&E's assumptions, which were ultimately addressed by the California Public Utilities Commission, resulting in appropriate rates being set. Staff recommends extending the agreement with Keyes & Fox to provide services related to SDG&E's 2022 rate setting proceedings. At its April 22, 2021 meeting, the CEA Board approved a not to exceed amount of \$120,000 for the Keyes & Fox engagement. Keyes and Fox has increased their estimates to \$150,000 for CEA's share of the services being provided. CEA is only charged for actual worked performed.

### **FISCAL IMPACT**

Funds for the increase not to exceed amount is included in proposed FY 21/22 budget.

### **ATTACHMENTS**

Third Amendment to Joint Representation Agreement Between Keyes & Fox LLP, San Diego Community Power and Clean Energy Alliance RE Application 20-04-014

**THIRD AMENDMENT TO JOINT REPRESENTATION AGREEMENT BETWEEN  
KEYES & FOX LLP, SAN DIEGO COMMUNITY POWER AND CLEAN ENERGY  
ALLIANCE RE APPLICATION 20-04-014**

This Third Amendment applies to that specific “Joint Representation Agreement Between Keyes & Fox LLP, San Diego Community Power and Clean Energy Alliance re Application 20-04-014, which was initially executed on November 12, 2020. (“JRA”), and then revised on January 20, 2021 and February 9, 2021 to provide legal representation to San Diego Community Power (“SDCP”) and Clean Energy Alliance (“CEA”) before the California Public Utilities Commission (“Commission”) in Application 20-04-014.

This Amendment is made to change to the not-to-exceed amount in Section 3.c. of that JRA to \$150,000 for SDCP and \$150,000 for CEA. This amendment also adds two additional matters to the scope of the Legal Services: 1) SDG&E’s 2020 ERRRA Compliance Proceeding (not yet docketed) and 2) Proceeding No. A.21-05-006, the Expedited Application of San Diego Gas & Electric Company (U 902 E) Under the Energy Resource Recovery Account Trigger Mechanism.

By: 

Tim Lindl  
Partner  
Keyes & Fox LLP

Date: May 19, 2021

By: \_\_\_\_\_

Bill Carnahan  
Interim Chief Executive Officer  
San Diego Community Power

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

By: \_\_\_\_\_

Barbara Boswell  
Interim Chief Executive Officer  
Clean Energy Alliance

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

## Staff Report

**DATE:** May 27, 2021

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Barbara Boswell, Interim Chief Executive Officer

**ITEM 4:** Clean Energy Alliance Operational, Administrative and Regulatory Affairs Update

---

### RECOMMENDATION

- 1) Receive and File Operational and Administrative Update Report from Interim CEO.
- 2) Receive Community Choice Aggregation Regulatory Affairs Report from Special Counsel.

### BACKGROUND AND DISCUSSION

This report provides an update to the Clean Energy Alliance (CEA) Board regarding the status of the operational, administrative and regulatory affairs activities.

#### OPERATIONAL UPDATE

CEA is meeting its milestones for the implementation of its community choice aggregation (CCA) program and is on track to begin serving customers in May 2021/June 2021.

##### *CEA Launch Update*

CEA enrolled its first customers beginning May 1, 2021, and will enroll throughout May and June. The majority of customers will begin service with CEA in May, with Carlsbad and Del Mar Net Energy Metering (rooftop solar) and customers with complex billing enrolling in June. Customers will receive two more notices after being enrolled, the first within 30 days of enrollment and the last within 60 days of enrollment.

Net Energy Metering (NEM) customers received a letter (Attachment A) that outlines CEA's NEM program and impacts of enrollment in CEA. NEM customers with a May true-up and Solana Energy Alliance NEM customers are enrolling in CEA in May, with all NEM customers scheduled for a June enrollment. A key impact for NEM customers to be aware of, is enrollment with CEA will trigger a true-up of their charges and credits with San Diego Gas & Electric (SDG&E) regardless of where they are in their relevant period.

### *Call Center Activity*

CEA's call center opened in mid-March to coincide with the first enrollment notices. Through May 16 there have been 1,370 total calls to the call center, with 1,339 calls being connected to an agent. Calls are being answered on average in 9 seconds. Through May 16 there have been 2,262 opt outs, resulting in a current participation rate of 96.01% for new Carlsbad & Del Mar customers, and 95.33% after taking into account Solana Energy Alliance customers and their existing opt outs. CEA's pro forma had estimated a participation rate of 90%. There have been 66 opt ups to Green Impact 100% renewable and no opt downs to CEA's Clean Impact.

Customers that do not opt-out of CEA will be automatically enrolled in CEA at the end of their billing period in the month of enrollment.

### *SDG&E Envision Project*

After many years of planning, SDG&E's Envision system went live on April 4, 2021, and so far, there are no issues or concerns related to CEA's implementation.

The Envision project is a major billing system replacement project for SDG&E, whose implementation schedule was delayed from January 2021 to April 2021. SDG&E worked closely with Calpine to fully test functionality and data exchange between the two entities. These efforts have resulted in the good results that are being seen in the live environment.

### *CEA Communications and Marketing Update*

Over the past month CEA has been very busy with its Communications and Marketing efforts. These have included:

Three social media posts weekly targeting areas of concern that have come to the attention of the communications team. Advertorials in the Coast News; a booth at the Carlsbad Chamber of Commerce Green Business Expo held at the Flower Fields on April 4; a presentation to the Encinitas and North County Democratic Club and presentation to the Carlsbad Chamber of Commerce Green Committee. Staff has also met with key customers including continuing to work with San Diego County Water Authority, Encinas Water Authority, Carlsbad Unified School District and Solana Beach School District.

### *Expansion of Clean Energy Alliance*

Pursuant to CEA Board direction a letter has been sent to the cities of Escondido, Dana Point, San Clemente, San Marcos, Santee and Vista. No response has been received from the letters. Additional letters will be going out to cities of Lemon Grove, National City, Poway and El Cajon.

### *Resource Adequacy Compliance*

As a load serving entity serving customers in 2021, CEA has an obligation to procure Resource Adequacy (RA), based on quantities allocated by CPUC and California Independent System Operator (CAISO). RA procurements do not supply any energy to CEA or its customers, rather it commits the seller to be available to supply energy to the grid if called upon by the CAISO and reduce the possibility of outages. This process is key to ensuring grid reliability. CEA successfully procured all its RA requirements and is fully compliant with its RA obligation.

*Long-Term Renewable Procurement*

As a load serving entity, CEA will be required to procure 65% of its minimum state required renewable portfolio standards in contracts of ten-years or longer. To ensure compliance with this requirement, CEA's initial renewable energy solicitation is underway. The solicitation process, from beginning through final execution can be lengthy, particularly in light of the impacts of COVID-19 on the renewable development industry. The solicitation opened on July 1, 2020, with proposals due July 27, 2020. CEA's consultant, Pacific Energy Advisors, has identified a short list of projects and negotiations are proceeding. Final power purchase agreements will be brought to the CEA Board for consideration of approval.

Staff has also begun discussions with SDG&E regarding entering into bilateral agreements for the procurement of renewable energy. These discussions are on-going, and any proposed agreement will be brought to the CEA Board for consideration of approval.

*Contracts \$50,000 - \$100,000 entered into by Interim Chief Executive Officer*

VENDOR	DESCRIPTION	AMOUNT
None		

**REGULATORY UPDATE**

CEA's regulatory attorney, Ty Tosdal, will provide an update to the Board on current regulatory activities (Attachment B).

**FISCAL IMPACT**

There is no fiscal impact by this action.

**ATTACHMENTS**

Attachment A – Letter sent to Clean Energy Alliance Net Energy Metering customers

Attachment B – Tosdal APC Regulatory Update Report



«Customer\_Name»  
«Mail\_Address\_1»  
«AD\_CITY», «AD\_ST» «AD\_ZIP»

**RE: Clean Energy Alliance Implementation and Related Changes to your Net Energy Metering Program**

**SDG&E® Account #: «ACCT\_NBR»**

**Service Address: «Service\_Address\_1»**

Dear «Customer\_Name»:

As a Net Energy Metering (NEM) customer, we have some exciting news to share with you! As you may be aware, the Cities of Carlsbad, Del Mar and Solana Beach are in the process of launching Clean Energy Alliance (CEA), a community choice energy program that provides greener energy to residents and businesses at competitive rates. Beginning in May 2021 with enrollments happening through June, CEA will replace San Diego Gas & Electric® (SDG&E®) as the default energy provider, with energy produced from 50% renewable/75% greenhouse gas-free sources. As an SDG&E NEM customer, you will be automatically enrolled in CEA's NEM program, which provides a NEM Net Surplus Compensation Rate that exceeds SDG&E's current rate.

When your service account(s) transfers to CEA, SDG&E and CEA will work together to continue providing your account(s) with NEM service. Under this arrangement, SDG&E will be responsible for monthly NEM electric delivery service charges, credits and tracking excess generation and CEA will be responsible for monthly NEM electric generation charges and credits, based on CEA's lower rates. Any NEM credits received from CEA cannot be used to offset SDG&E charges, and NEM credits received from SDG&E cannot be used to offset CEA charges. At the end of the 12-month relevant true-up period, if your system has generated more power than you have used, you will be eligible for Net Surplus Compensation (NSC) at CEA's higher rate of \$.06 per kWh.

**There is no impact to customers NEM 1.0 and NEM 2.0 grandfathering status by enrolling in CEA NEM service.**

On the effective date that your account(s) begin service with CEA:

- Your SDG&E Net Energy Metering Relevant Period will be true-up regardless of what month you are in your current relevant period. When customers switch from one energy supply provider to a new energy provider, all credits and charges need to be reconciled before starting the new service. Any balance owed at the time of true-up will be due. The

effective date that you begin service with CEA is also the effective date of your new relevant true-up period for SDG&E and CEA.

- Your relevant true-up period will be reset to end 12-months after the start of the new relevant period of each year.
- SDG&E will be responsible for tracking charges and credits related to energy delivery only.
- Your CEA electric generation charges will be escrowed and tracked throughout the relevant period.
- At the end of the relevant period your account will be true-up.
  - Energy generation credits, (based on applicable retail rates), accrued during the relevant true-up period will be used to offset energy generation charges (based on applicable retail rates).
  - Any energy charges not offset by energy credits at the time of true-up will be billed to you on the CEA portion of your SDG&E bill.
  - Any energy credits that exceed energy charges are set to zero for the start of the new relevant true-up period.
    - The amount of your excess generation kWh will be paid out at CEA's higher Net Surplus Compensation (NSC) of \$.06 per kWh.
    - NSC Payments in equal to or greater than \$100 will be paid via a check.
    - NSC payments less than \$100 will be credited to the customer's bill to offset future charges in the next relevant period.
- Once your account(s) transfers to CEA's NEM program, your account(s) will be eligible for CEA's NSC and no longer eligible for SDG&E's NSC.
- There is no impact to NEM 1.0 and NEM 2.0 grandfathering status by enrolling in CEA NEM service.

If you have any questions regarding CEA's program, rates, or opt out procedures, please contact us directly at (833) 232-3110 or visit us online at [www.TheCleanEnergyAlliance.org](http://www.TheCleanEnergyAlliance.org).

If you have any questions regarding SDG&E service, related programs or rate options, please contact SDG&E's Customer Care Center at (800) 411-7343.

Thank you,

Clean Energy Alliance

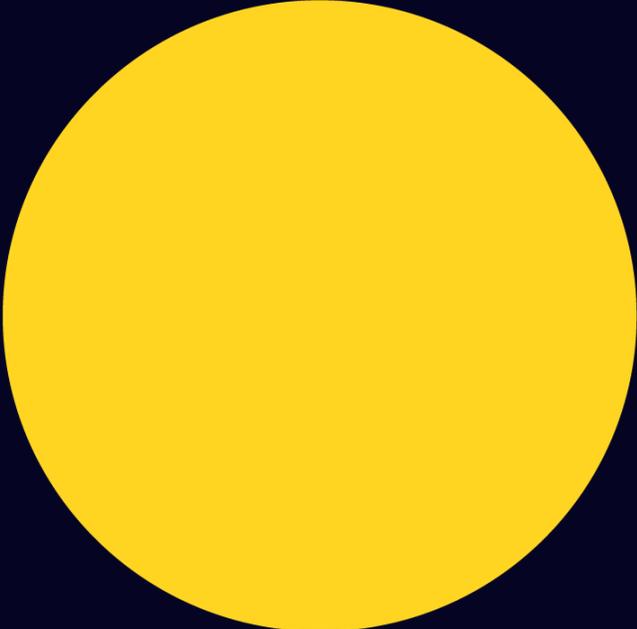
# Clean Energy Alliance Board Update

*May 27, 2021*

The logo for Tosdal Energy & Environmental Law is displayed on a yellow rectangular background. It features the name "TOSDAL" in a large, bold, dark blue sans-serif font. A white circle is positioned between the "T" and "S". Below the name, the words "ENERGY & ENVIRONMENTAL LAW" are written in a smaller, dark blue, all-caps sans-serif font.

**T • SDAL**  
ENERGY & ENVIRONMENTAL LAW

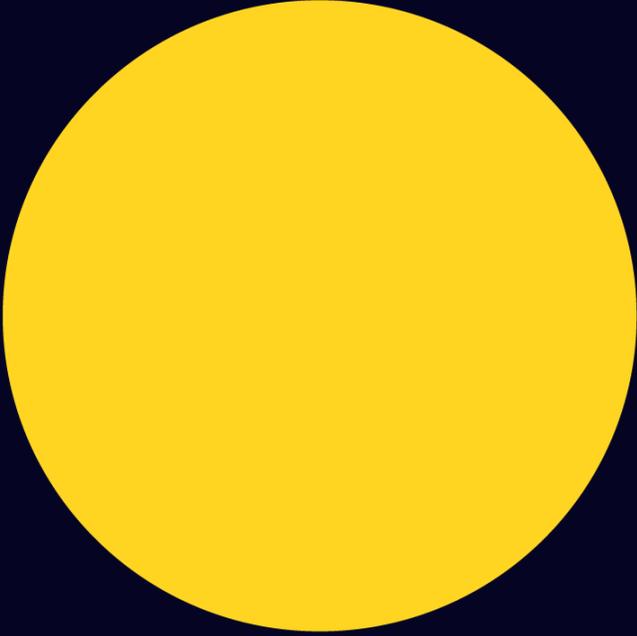
Ty Tosdal  
Tosdal APC



# Overview

---

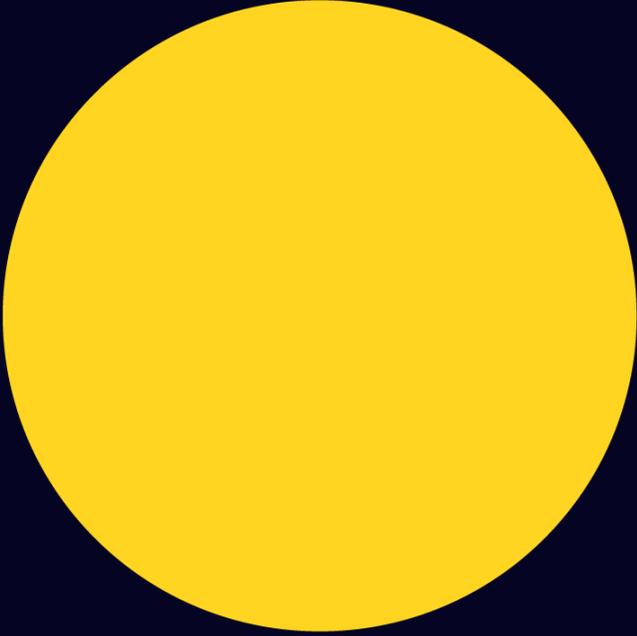
- **AB 1139 and NEM Proceeding ([R. 20-08-020](#))**
- **Update: SB 612 and PCIA Decision ([R. 17-06-026](#))**
- **Direct Access Expansion ([R. 19-03-009](#))**



# AB 1139

---

- Directs CPUC to overhaul NEM rates.
- Eliminates grandfathering for customers who have been on any previous NEM tariff for 10 + years.
- Projects eligible for the new tariff after 2023 are “public works projects” under the Labor Code.
- Imposes interconnection fees and wholesale net generation credits on the NEM tariff if the CPUC does not adopt a new tariff by February 2022.

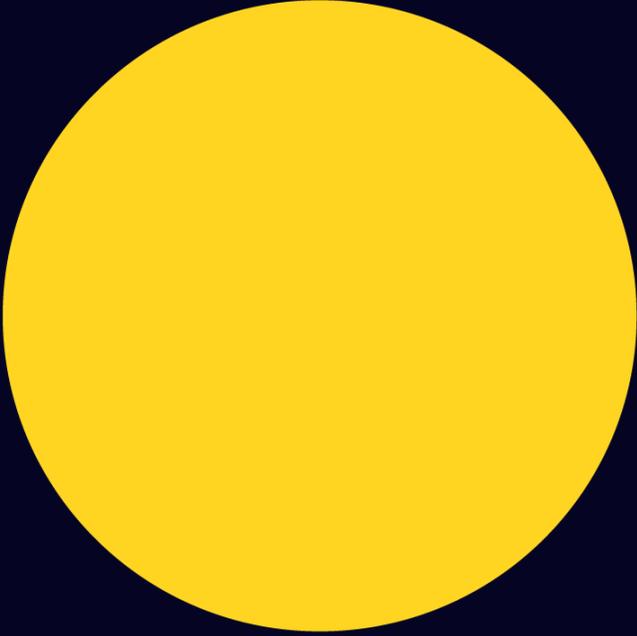


# NEM Proceeding

---

## Background

- Rulemaking established to modify the NEM Tariff.
- Referred to as NEM 3.0 because this is the third iteration of the NEM rulemaking.
- Previous NEM rulemakings (NEM 1.0 and 2.0) have been extremely controversial.
- New tariff is applicable to IOU customers, but not directly applicable to CCA customers.
- Eighteen different party proposals under consideration.

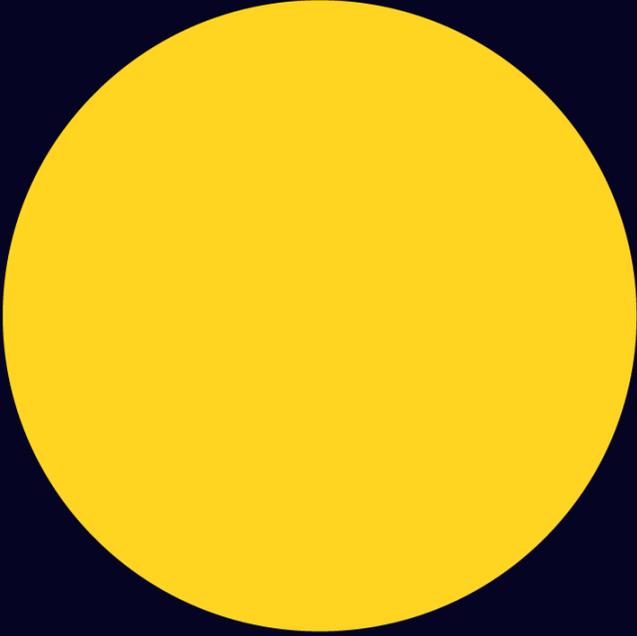


# NEM Proceeding

---

## Proposals

- Joint IOU proposal would (1) default NEM customers onto new TOU rates, (2) set new export compensation, (3) impose a grids benefit charge commensurate to size of system, and (4) a customer charge to recover billing costs.
- CALSSA proposal would (1) step down existing export compensation over time to 45% of retail compensation based on capacity thresholds, (2) Full retail compensation for exports from low income, CARE and multi-family, (3) no changes for commercial customers, (4) monthly true ups.

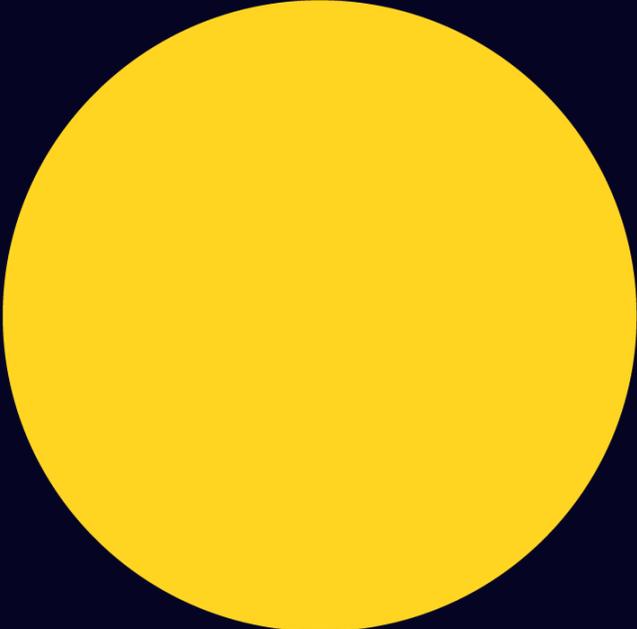


# NEM Proceeding

---

## Procedural Schedule

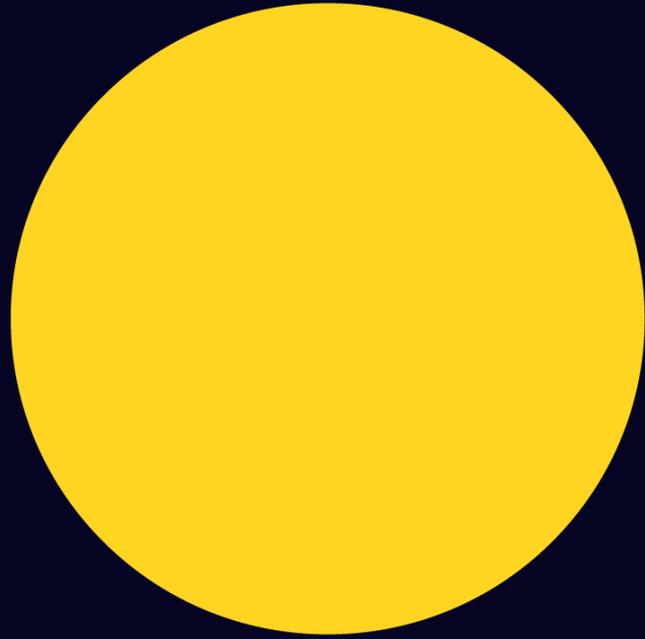
- May 28 – Cost Effectiveness Analysis Results
- June 18 – Opening Testimony Served
- July 26 – Evidentiary Hearings
- August 27 – Opening Briefs
- September 10 – Closing Briefs
- December 10 or sooner – Proposed Decision



# Update: Senate Bill 612

---

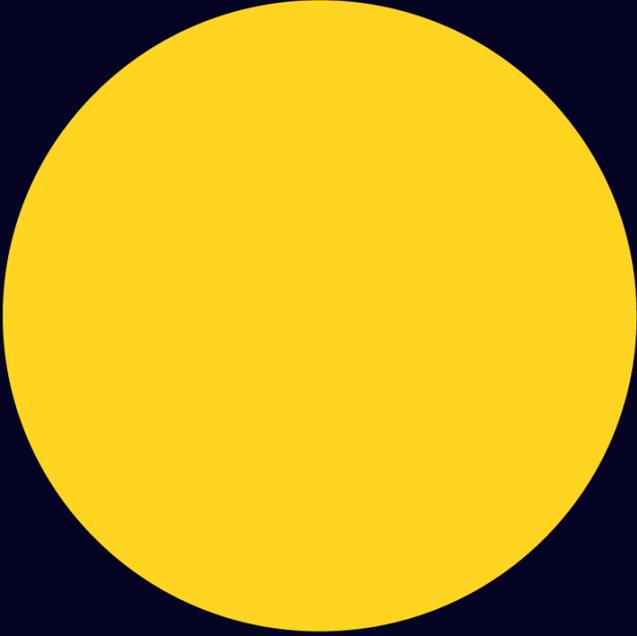
- Passed Senate Utilities Committee.
- SB 612 would require IOUs to offer an allocation of each power product (RPS, RA, GhG-free) in the IOU portfolio to CCA programs.
- RPS resources with 10 or more years remaining under contract must also be offered for allocation.
- CCA programs can elect amount.
- Resources are valued at the Market Price Benchmark currently used in the PCIA formula.



## PCIA Decision

---

- Revised Proposed Decision lifts annual PCIA cap, but leaves cap in place for SDG&E in 2021.
- Adopts RPS, but rejects RA and GHG-Free allocation mechanisms.
- Allocated RPS can be resold.
- Declines to address ERRA timing issues.



# Direct Access Expansion

---

- Proposed Decision recommends against further expansion of direct access.
  - “[U]nacceptable risk to the state’s long-term reliability goals” considering recent outages in CA, TX.
  - Potential to undermine state GhG emissions goals due to heavy reliance on unspecified system power (75.6%) and challenges meeting long-term RPS requirements
- Previous expansion pursuant to SB 237 (4,000 GwH = 2% statewide load)
- Final decision expected June 24, 2021.

# Direct Access Expansion

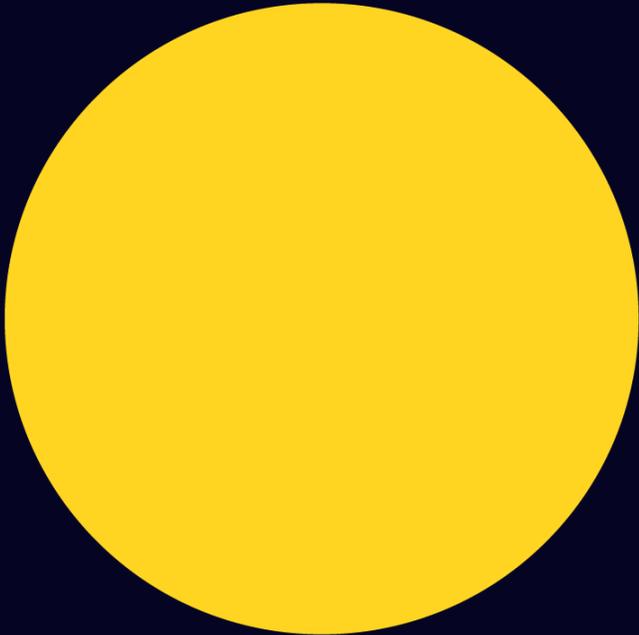
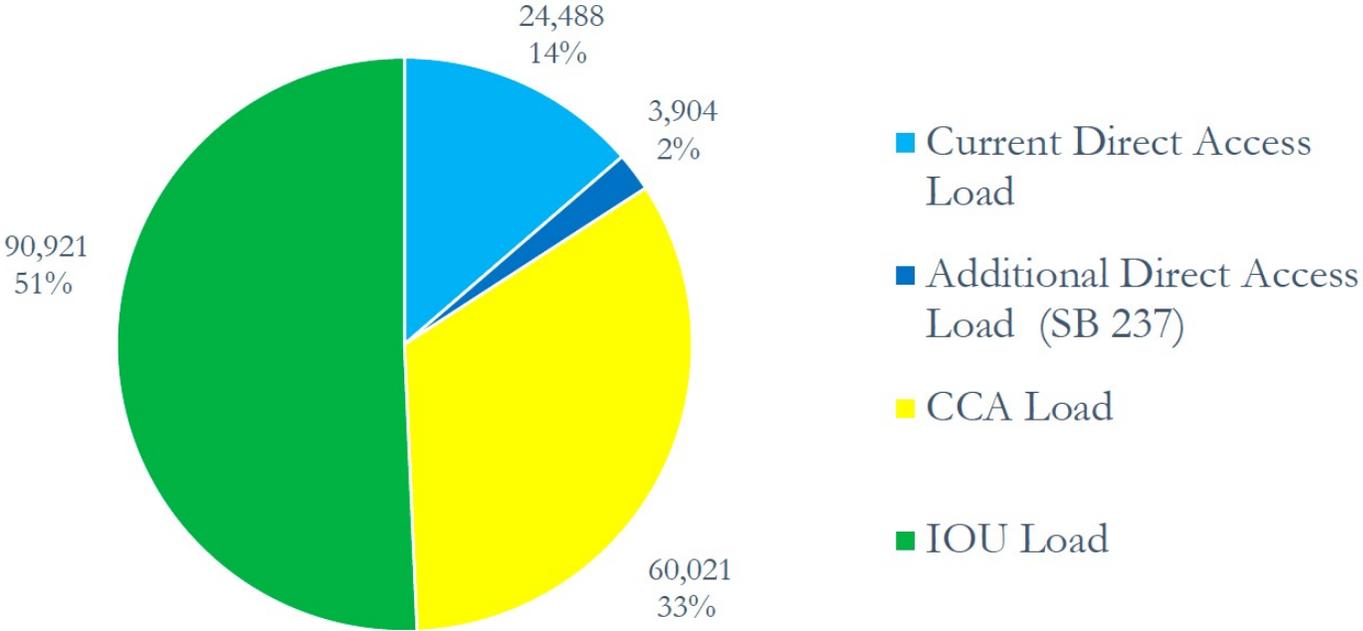


Figure: Estimated 2021 California Load



Source: CPUC Staff Report on DA Expansion.

## Staff Report

**DATE:** May 27, 2021

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Barbara Boswell, Interim Chief Executive Officer

**ITEM 5:** Review Proposed Clean Energy Alliance Fiscal Year 21/22 Budget and Schedule Adoption for June 24, 2021

---

### **RECOMMENDATION**

Review proposed Clean Energy Alliance Fiscal Year 21/22 Budget and Schedule Adoption for June 24, 2021.

### **BACKGROUND AND DISCUSSION**

The draft fiscal year 21/22 budget represents the first full fiscal year of operations for Clean Energy Alliance (CEA) and provides funding for a full year of power supply, on-going regulatory compliance requirements, professional, and legal services required to support operations.

Assumptions used to develop the draft budget are:

- Revenue based on 7% opt out rate – current opt out rate under 5%
- Power supply costs based actual executed contracts and April forward price curves
- Consulting services based on approved contracts
- Reserves to achieve minimum 5% of FY 20/21 and 21/22 revenues

Sufficient revenues are projected to cover costs based on the current assumptions. Energy forward price curves have been increasing, driven by concerns about summer reliability, impacts of the Texas winter events on gas prices, low California water reservoir levels and Diablo Canyon Unit 2 concerns. Should this trend continue, CEA rates would need to be adjusted to reflect the increased costs. Staff continues to monitor the market and anticipates bringing forward a market update in the fall, along with an update on San Diego Gas & Electric rates proceedings.

The following additions are recommended to the draft budget:

Program/Key Account Manager position - \$50,000

Now that CEA is fully operational, it is recommended a Program/Key Account Management position be added to research and develop initial programs, work with key customers and provide

operational support. The position can be filled through contract initially and transition to a permanent position.

Human Resources Consultant - \$40,000

Human Resources consulting services are needed to develop a staffing plan, job descriptions, personnel policies and provide recruitment services for transitioning CEA from Interim to permanent positions over the next fiscal year.

The recommended additions are not yet reflected in the draft budget below.

**Clean Energy Alliance  
 FY 20/21 Estimates and FY 21/22 Proposed Budget**

	<b>FY 20/21 Estimates</b>	<b>FY 21/22 Summary</b>
<b>REVENUE</b>		
Energy Sales Revenue	\$ 6,700,000	\$ 53,573,000
Funds provided by Financing	\$ 5,650,000	
<b>TOTAL REVENUE</b>	<b>\$ 12,350,000</b>	<b>\$ 53,573,000</b>
<b>EXPENDITURES</b>		
Power Supply	\$ 8,150,000	\$ 48,700,000
Data Management/Call Center	\$ 130,200	\$ 811,000
Staffing/Consultants	\$ 180,612	\$ 235,700
Legal Services	\$ 432,660	\$ 510,000
Professional Services	\$ 420,678	\$ 848,600
Audit Services	\$ 8,000	\$ 25,000
Software & Licenses	\$ 3,230	\$ 9,100
CCA Bond	\$ 47,000	
CAISO Fee	\$ 505,000	
Memberships & Dues	\$ 15,444	\$ 116,000
Printing	\$ 32,266	\$ 12,000
Postage	\$ 53,985	\$ 31,100
Advertising	\$ 7,320	\$ 15,000
Insurance	\$ 5,569	\$ 7,000
Bank Fees	\$ 985	\$ 2,000
Miscellaneous	\$ 8,386	
Debt Service	\$ 713,665	\$ 225,000
Cash Collateral Deposits	\$ 585,000	
<b>TOTAL PROJECTED BUDGET</b>	<b>\$ 11,300,000</b>	<b>\$ 51,547,500</b>
Net Results of Operations	\$ 1,050,000	\$ 2,025,500
Beginning Fund Balance		1,050,000
Ending Fund Balance		\$ 3,075,500

The draft budget provides sufficient funds in reserves to achieve a cumulative 5.74% cumulative operating reserve.

**FISCAL IMPACT**

Revenue from energy sales to customers provides funding for the proposed expenditures.

**ATTACHMENTS**

None



## Staff Report

**DATE:** May 27, 2021

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Barbara Boswell, Interim Chief Executive Officer

**ITEM 6:** Adopt Resolution Establishing Policy for Adding New Member Agencies to Clean Energy Alliance

---

### **RECOMMENDATION**

Adopt Resolution No. 2021-011 Establishing Policy for Adding New Member Agencies to Clean Energy Alliance.

### **BACKGROUND AND DISCUSSION**

Clean Energy Alliance (CEA), desires to expand and offer its community choice energy service to eligible communities within San Diego Gas & Electric territory. To provide guidance regarding the process and conditions under which CEA will add new members a policy is being proposed.

Section 2.4 of the CEA Joint Powers Agreement (JPA) provides general guidance regarding the addition of new members. It states:

*On or after October 1, 2020, any incorporated municipality, county, or other public agency authorized to be a community choice aggregator under Public Utilities Code Section 331.1 and located within the service territory of SDG&E may apply to and become a member of the Authority if all the following conditions are met:*

- 2.4.1 Adoption of a resolution by a two-thirds vote of the entire Board authorizing membership in the Authority;*
- 2.4.2 Adoption by the proposed member of a CCA ordinance as required by Public Utilities Code Section 366.2(c)(12) and approval and execution of this Agreement and other necessary program agreements by the proposed member;*
- 2.4.3 Payment of a membership fee, if any, as may be required by the Board to cover Authority costs incurred in connection with adding the new party; and*
- 2.4.4 Satisfaction of any other conditions established by the Board.*

Section 2.4 also addresses the addition of new members prior to October 1, 2020, with the following criteria:

- Completion of a positive CCE Feasibility Study by the prospective member;
- Paid or agreed to pay its share of the Initial Costs pursuant to Section 7.3.2 of the JPA;
- The prospective member could be denied membership if the Board determined within 60 days after the submittal of the CCE Feasibility Study that the addition of the public agency would create an undue risk or financial burden to the Authority or to the achievement of the Climate Action Plan (CAP) goals of the current members.

The proposed policy includes the criteria from the JPA document for addition of new members after October 1, 2020, as well as including some of the criteria addressed for addition of new member prior to October 1, 2020, as detailed below.

In order to ensure the addition of a new member does not negatively impact CEA financially, or in achieving its goals, the proposed policy states:

*CEA will consider membership of a city or county within SDG&E territory, pursuant to the conditions above, if:*

- *The analysis of the proposed member usage data results in a positive feasibility study using CEA's financial pro forma model;*
- *The addition of the proposed member does not create a financial burden to CEA;*
- *The addition of the proposed member is consistent with the goals of CEA.*

With regards to whether a new member would be required to pay a membership fee, as addressed in JPA Section 2.4.3, there are two categories of costs related to the addition of a new member:

- Costs related to the addition to the JPA;
  - Cost of analysis of historical usage data using CEA's financial pro forma model to determine impact to CEA of the proposed member; and
  - Preparation of an Amended Implementation Plan and related activities of the expansion, as required by the California Public Utilities Commission.
- Costs related to the implementation of CEA in the new member territory
  - Development and mailing of notices;
  - Resource Adequacy procurement costs.

The policy proposes addressing these two categories of costs in the following manner:

- *The proposed member will be responsible to cover these CEA direct costs related to the addition of the proposed member and will be eligible for reimbursement of the costs paid by the proposed member within three years of CEA serving customers within the proposed member territory.*

- *CEA will consider using reserves, to the extent available, or other financing sources for these costs related to the implementation of CCE service in the new member territory, if the CEA pro forma reflects sufficient revenue is generated within the new member territory to reimburse CEA for those costs within three years.*

The policy proposes flexibility for the Board to waive certain criteria or add additional requirements as it deems necessary in considering the addition of a new member.

**FISCAL IMPACT**

There is no fiscal impact by adoption of this policy.

**ATTACHMENTS**

Resolution No. 2021-011 Establishing Policy for Adding New Member Agencies

CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2021-011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY  
ALLIANCE APPROVING NEW MEMBER ADDITION POLICY

**WHEREAS**, the Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019, by founding members cities of Carlsbad, Del Mar and Solana Beach; and

**WHEREAS**, Community Choice Aggregation (CCA) authorized by Assembly Bill 117, is a state law that allows cities, counties, and other authorized entities to aggregate electricity demand within their jurisdictions in order to purchase and/or generate alternative energy supplies for residents and businesses within their jurisdiction while maintaining the existing electricity provider for transmission and distribution services; and

**WHEREAS**, CEA Board desires to establish a policy related to consideration and addition of new members.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of the Clean Energy Alliance hereby approves CEA-17 New Member Addition Policy (Attachment A).

The foregoing Resolution was passed and adopted this 27th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

---

Kristi Becker, Chair

ATTEST:

---

Sheila Cobian, Board Secretary

## **NEW MEMBER ADDITION POLICY**

Clean Energy Alliance (CEA) will consider the addition of any incorporated city or county within San Diego Gas & Electric territory if it meets the requirements established in the following policy.

### **Authority**

Section 2.4 of CEA's Joint Powers Agreement (JPA) establishes the authority for CEA to add new agencies under the following conditions:

1. Adoption of a resolution by a two-thirds vote of the entire Board authorizing membership in CEA;
2. Adoption by the proposed member of a CCA ordinance, as required by Public Utilities Code Section 366.2(c)(12) and approval and execution of the CEA JPA and other necessary program agreements;
3. Payment of a membership fee, if any, as may be required by the Board to cover CEA costs incurred in connection with adding the new agency;
4. Satisfaction of any other conditions established by the Board.

### **Policy**

CEA will consider membership of a city or county within SDG&E territory, pursuant to the conditions above, if:

- The analysis of the proposed member usage data results in a positive feasibility study using CEA's financial pro forma model;
- The addition of the proposed member will not create a financial burden to CEA;
- The addition of the proposed member is consistent with the goals of the CEA.

### **Membership Fee**

Condition 3 above specifies that the proposed member may be required to cover CEA costs incurred in connection with adding the new agency. Examples of costs that may be incurred include:

#### **Costs of adding new member:**

- Cost of analysis of historical usage data using CEA's financial pro forma model to determine impact to CEA of the proposed member; and

- Preparation of an Amended Implementation Plan and related activities of the expansion, as required by the California Public Utilities Commission.

The proposed member will be responsible to cover these CEA direct costs related to the addition of the proposed member and will be eligible for reimbursement of the costs paid by the proposed member within three years of CEA serving customers within the proposed member territory.

**Costs of CCE implementation into new member territory:**

- Direct costs related to the implementation of the CCE program in the proposed member territory, such as increased resource adequacy requirements and preparation and mailing of customer notices.

CEA will consider using reserves, to the extent available, or other financing sources for these costs related to the implementation of CCE service in the new member territory, if the CEA pro forma reflects sufficient revenue is generated within the new member territory to reimburse CEA for those costs within three years.

The CEA Board may waive certain criteria or add additional requirements as it deems appropriate in considering the addition of a proposed member.



## Staff Report

**DATE:** May 27, 2021

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Barbara Boswell, Interim Chief Executive Officer

**ITEM 7:** Approve Response to County Letter Requesting CCE Information

---

### **RECOMMENDATION**

Approve response to County letter requesting CCE Information.

### **BACKGROUND AND DISCUSSION**

At its meeting April 6, 2021, the County of San Diego Board of Supervisors (BOS) adopted revised Guiding Principles regarding community choice energy (CCE) and directed staff to engage in discussions with Clean Energy Alliance and San Diego Community Power and return to the BOS in August 2021 with options for potential County participation in the two CCE programs. Pursuant to that direction, Clean Energy Alliance (CEA) received a letter from the County (Attached) requesting information from CEA regarding alignment with the Guiding Principles and questions related to joining CEA.

At its April 22, 2021 regular meeting, the CEA Board directed staff to prepare a response to the County letter and return to the Board for approval.

The letter requests that CEA provide information detailing how CEA's Joint Powers Agreement (JPA), Board-approved policies and other relevant documents and Board actions support the County's Guiding Principles.

The County's Guiding Principles are:

1. Prioritize social equity and environmental stewardship.
2. Provide cost competitiveness compared to the incumbent utility.
3. Achieve 100% renewable electricity by 2030; encourage within-County buildout of renewable energy, battery storage, and energy efficiency programs; and prioritize Category 1 renewable energy.
4. Support requirements for prevailing wages, as defined in California Labor Code section 1770 et seq., and skilled and trained workforce, as defined in California Public Contract Code section 2601, for CCE-owned generation, feed-in-tariff, and energy efficiency projects.
5. Encourage the development of an equitable jobs pipeline for individuals from communities of concern; the use of a bid evaluation policy prioritizing the selection of new local renewable energy and storage projects; and the workforce development criteria prioritizing the use of State-certified apprenticeship and proper assignment of work to crafts that traditionally perform the work, as permitted by applicable law.

6. Limit General Fund Liability.

The following chart identifies the CEA Board documents that align with the Guiding Principles:

	GP 1	GP 2	GP 3	GP 4	GP5	GP6
CEA Joint Powers Agreement	✓	✓	✓			✓
CEA Inclusive & Sustainable Workforce Policy	✓		✓	✓	✓	
CEA Bid Criteria Policy	✓		✓	✓	✓	
CEA Adopted Rates		✓				
CEA Power Supply Product Offerings			✓			

Staff will provide the documents and provide details as to how the CEA documents are aligned with the Guiding Principles in the letter.

The following questions, along with the planned response, were also included in the letter:

1. What are the anticipated rate discounts versus SDG&E?
  - Discussion of current rate comparison to SDG&E and future forecasts.
  
2. What is the anticipated “membership fee”, if any, that would be required? Are there any other payment requirements to join?
  - Response consistent with the policy under consideration at today’s meeting.
  
3. Aside from payments required in connection with joining the JPA, are there any current or anticipated payment obligations of JPA Members?
  - Response that there are no current or anticipated payment obligations of JPA Members.
  
4. What liabilities would the County be expected to incur by joining the JPA?
  - Response that there would be no liabilities incurred by the County, consistent with current experience of members.
  
5. Will you offer the same rate for all members or is there going to be a “newcomers” rate?
  - Response that CEA has one rate schedule for all members, and total costs are dependent on San Diego Gas & Electric Power Charge Indifference Adjustment (PCIA) fees, based on vintage.
  
6. Please explain the process and any deadlines for the County to join in 2021?
  - To meet the timeline related to CCE services expansion, the County would need to inform CEA of its interest in moving forward with evaluating joining by the end of July 2021. Response will include an overview of the process.

7. If the County were to join in 2021, how do you anticipate the rollout going in 2023? All at once or in phases?

- Response that the CCE recommended approach to phasing would be identified through the financial evaluation of the pro forma related to County expansion.

8. What functions would County staff be expected to perform after joining the JPA?

- Response that the County staff would not be expected to perform functions on behalf of CEA, beyond support of the Board position that would be held by the County.

9. Please provide your most recent proforma budget.

- The pro forma from March 4, 2021 meeting will be provided.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this item.

#### **ATTACHMENTS**

Letter from San Diego County Dated April 18, 2021



# County of San Diego

DEPARTMENT OF GENERAL SERVICES

5560 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CA 92123

**MARKO MEDVED, PE, CEM**  
DIRECTOR  
(858) 694-2527

**NICOLE J. ALEJANDRE**  
ASSISTANT DIRECTOR  
(858) 694-3885

April 18, 2021

Barbara Boswell  
Interim CEO  
Clean Energy Alliance

RE: Request for CCE Information

Mrs. Boswell,

On April 6, 2021, the County Board of Supervisors approved a new set of CCE Guiding Principles and directed County staff to begin discussions with the two recently formed local CCEs (San Diego Community Power and Clean Energy Alliance) about a possible partnership. To commence discussions with Clean Energy Alliance, we are writing to formally request information relevant to our Board of Supervisors' consideration of how to best effectuate its CCE Guiding Principles.

County staff intends to return to the Board of Supervisors this summer with an analysis of options for joining one of the existing local CCEs in accordance with the Guiding Principles. This would allow our Board the opportunity to decide whether the County should join one of the CCEs in 2021, with a launch of unincorporated accounts in 2023. To facilitate this decision, the County requests the following information.

Please provide information detailing how your Joint Powers Agreement, Board-approved policies, and any other relevant official documents and Board actions support the following County Guiding Principles:

### Guiding Principles

1. Prioritize social equity and environmental stewardship.
2. Provide cost competitiveness compared to the incumbent utility.



3. Achieve 100% renewable electricity by 2030; encourage within-County buildout of renewable energy, battery storage, and energy efficiency programs; and prioritize Category 1 renewable energy.
4. Support requirements for prevailing wages, as defined in California Labor Code section 1770 et seq., and skilled and trained workforce, as defined in California Public Contract Code section 2601, for CCE-owned generation, feed-in-tariff, and energy efficiency projects.
5. Encourage the development of an equitable jobs pipeline for individuals from communities of concern; the use of a bid evaluation policy prioritizing the selection of new local renewable energy and storage projects; and the workforce development criteria prioritizing the use of State-certified apprenticeship and proper assignment of work to crafts that traditionally perform the work, as permitted by applicable law.
6. Limit General Fund Liability.

In addition, we have the following specific questions:

1. What are your anticipated rate discounts versus SDGE?
2. What is the anticipated “membership fee”, if any, that would be required? Are there any other payment requirements to join?
3. Aside from any payments required in connection with joining the JPA, are there any current or anticipated payment obligations of JPA Members?
4. What liabilities would the County be expected to incur by joining the JPA?
5. Will you offer the same rate for all members or is there going to be a “newcomers” rate?
6. Please explain the process and any deadlines for the County to join in 2021?
7. If the County were to join in 2021, how do you anticipate the rollout going in 2023? All at once or in phases?
8. What functions would County staff be expected to perform after joining the JPA?
9. Please provide your most recent proforma budget.

If possible, please respond with the requested information prior to June 1, 2021. All responses should be emailed to [Charles.marchesano@sdcounty.ca.gov](mailto:Charles.marchesano@sdcounty.ca.gov). Please also feel free to contact me at (858) 699-3502.

Sincerely,

*Charles Marchesano*

Charley Marchesano  
Chief, Energy and Sustainability Program  
Department of General Services  
County of San Diego  
(858) 694-2987 office (858) 699-3502 cell



## Staff Report

**DATE:** May 27, 2021

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Barbara Boswell, Interim Chief Executive Officer

**ITEM 8:** Approve Entering into a Long-Term Renewable Energy Agreement with Shell Energy North America

---

### **RECOMMENDATION**

Approve entering into a long-term renewable energy agreement with Shell Energy North America for Portfolio Category 1 renewable energy and authorize the Interim Chief Executive Officer to execute Transaction Confirmation, for an amount not to exceed \$6,000,000, in a form substantially as attached, subject to Transactions Attorney approval.

### **BACKGROUND AND DISCUSSION**

In October 2015, the State of California enacted Senate Bill 350, also known as The Clean Energy and Pollution Reduction Act of 2015 (the Act). The Act established new clean energy, clean air, and greenhouse gas reduction goals for the state. Specifically, the Act requires that all load serving entities, including Community Choice Aggregators (CCAs), enter into long-term renewable energy contracts, defined as 10-years or longer.

As a load serving entity in 2021, Solana Energy Alliance (SEA) was required to comply with the long-term renewable contracting requirements, irrespective of the short time SEA was serving customers in 2021 (January – April). SEA’s team completed a solicitation process to select an energy supplier to fulfill the long-term renewable energy contracting requirements. The successful supplier from that solicitation was Shell Energy North America. With the transition of SEA customers to CEA, the long-term renewable contracting requirement related to those customers also transfers to CEA. The agreement with Shell Energy North America ensures compliance with the long-term renewable contracting for the transferred SEA customers.

### **FISCAL IMPACT**

Funds for the long-term renewal power purchase agreement will come from revenue generated from Solana Beach customers and costs are within the assumed costs in the CEA pro forma that was used to set CEA rates.

### **ATTACHMENTS**

Draft Shell Energy North America Transaction Confirmation



Shell Energy North America (US), L.P.

<b>Clean Energy Alliance</b>	<b>Shell Energy North America (US), L.P.</b>
Contract ID:	Contract ID:
Deal Maker:	Deal Maker: Vince Velasquez
Phone:	Phone: 858-320-1507
Fax:	Email: vince.velasquez@shell.com

**TRANSACTION CONFIRMATION**  
**Resource Contingent Bundled Renewable Energy (“PCC1”) Resale**

This Transaction Confirmation (this “Confirmation”) is entered into this \_\_\_\_ day of May, 2021 (“Effective Date”), by and between **Clean Energy Alliance, a California joint powers authority** (“CEA” or “Buyer”) and **Shell Energy North America (US), L.P.** (“Shell Energy” or “Seller”), each referred to herein individually as a “Party” and collectively as the “Parties”, regarding the purchase and sale of the Product (as defined below) under the terms and conditions herein. Capitalized terms used in this Confirmation and not defined herein have the meaning assigned thereto in the Master Agreement (each as defined below). The Master Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”

*Seller:* Shell Energy

*Buyer:* Clean Energy Alliance (Buyer’s WREGIS Account Holder Name: \_\_\_\_\_, Account ID \_\_\_)

*Master Agreement:* This Confirmation shall be governed by the terms and conditions of the EEI Master Agreement, dated effective March 16, 2021, (as amended from time to time, the “Master Agreement”). Terms not defined in this Confirmation shall have the meaning set forth in the Master Agreement.

*Product:* As used herein, “Product” shall consist of energy produced hourly by the Projects that is simultaneously bundled with the associated Renewable Energy Credits (“RECs”) generated therefrom, which qualifies as Portfolio Content Category 1 (“PCC1”) (as further defined below) as defined under the California Renewables Portfolio Standard (“RPS”).

*Environmental Attributes:*

The only Environmental Attributes conveyed under this Confirmation as part of the Product are Program Attributes under the Applicable Program, which for purposes of this Confirmation is the California Renewables Portfolio Standard (as defined in the Definitions section hereof). The Parties agree that the Product will be sourced only from the specific Projects identified in Exhibit A with no substitutions.

*Project:*

As used herein “Project” shall mean the generating facilities listed in Exhibit A attached hereto and incorporated herein, each of which is: (i) certified as an ERR for the California RPS and registered with WREGIS, and (ii) from which Seller is entitled, pursuant to its agreements, to the output of the Energy and associated RECs, and such output is used to source the Product delivered hereunder during the Delivery Term (each, a “Project” and collectively, the “Projects”). In addition, each Project either:

- (i) has a first point of interconnection with a California balancing authority; or
- (ii) has its first point of interconnection with distribution facilities used to serve end users within a California balancing authority area; or
- (iii) the generation from the Project is scheduled into a California balancing authority without substituting electricity from any other source, provided that, if another source provides real-time ancillary services required to maintain an hourly or subhourly import schedule into the California balancing authority only the fraction of the schedule actually generated by the Project from which the electricity is procured may count toward this Product; or

- (iv) the generation from the Project is scheduled into a California balancing authority pursuant to a dynamic transfer agreement between the balancing authority where the Generating Facility is located and the California balancing authority into which the generation is scheduled.

Additional resource(s) that qualify as ERRs may be added by Seller to Exhibit A prior to generation of Energy and associated RECs, subject to Buyer's prior written consent, which shall not be unreasonably withheld if such resource meets the RPS compliance requirements for PCC1 and Seller demonstrates to Buyer's reasonable satisfaction that the addition of such resource(s) complies with the California Long Term Contracting Requirements.

*Contract Quantity:* Per the Table below:

<b>Delivery Year</b>	█	█	█	█	█	█	█	█	█	█
<b>Quantity (MWh)</b>	█	█	█	█	█	█	█	█	█	█

█

*Contract Price:*

█

*Delivery Term:*

Commencing January 1, 2025, through December 31, 2034. The RECs attributable to the Energy generated during the Delivery Term but created after the Delivery Term shall be transferred to and paid for by Buyer in accordance with the terms of this Confirmation.

*Delivery Point:*

CAISO or California balancing authority

*Scheduling:*

Seller will perform all scheduling and tagging requirements as may be applicable to the Transaction contemplated hereunder. These services will be performed consistent with all applicable California ISO and WECC Scheduling Protocols.

*REC Transfer:*

Subject to receipt of Buyer's payment in accordance with this Confirmation, Seller will transfer the RECs purchased and sold hereunder to Buyer's WREGIS account no later than May 1<sup>st</sup> of the year following the year in which the Energy to which such RECs are attributable was generated.

*Settlements and Payment:*

Seller shall deliver the REC portion of the Product by transferring the RECs, with associated NERC e-Tags (if any) through WREGIS, to Buyer's (or Buyer's Designee's) designated WREGIS account(s).

█

Buyer shall pay undisputed invoice amounts on or before the █ month in which the invoice was received. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day.

█

*Supporting Data:*

In the event that the Product being transferred from Seller to Buyer originates from a Project(s) from outside of the state of California, and in addition to any other documentation requirements under this Confirmation, Seller shall provide Buyer all requested supporting documentation and reconciliation data required for the California RPS program, including, without limitation, hourly meter data, tag data and associated calculations of the lesser of each by hour for each vintage month of the RECs associated with Product delivered to Buyer under this Confirmation.

*Compliance*

*With RPS:*

Seller represents and warrants to Buyer that the purchase and sale of Product pursuant to this Confirmation is a resale and meets the following additional requirements:

- (i) The original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(1);
- (ii) this Confirmation transfers only Energy and RECs that have not yet been generated prior to the effective date of this Confirmation;
- (iii) in connection with the transfer of the Energy and associated RECs that comprise the Product purchased and sold under this Confirmation, the Energy transferred by this Confirmation is transferred to Buyer in real-time via sale by Seller to, and purchase by Buyer from, the California ISO; and
- (iv) if applicable, the California Renewables Portfolio Standard-eligible energy is scheduled from one or more eligible renewable energy resources that are not interconnected to a California balancing authority into a California balancing authority without substituting electricity from another source, and the original hourly or subhourly schedule is maintained.

*Change in Law*

*Provisions:*

In the event that:

- (i) the RPS program is superseded by any successor or substantially similar renewable portfolio standard, including without limitation a federal renewable portfolio standard or substantially similar program (each of the foregoing, a “Successor Program”), or
- (ii) the PCC1 Product is superseded by any successor or substantially similar product, or the like (the foregoing a “Successor PCC1 Product”),

and the Successor Program and/or Successor PCC1 Product permits the transfer of the PCC1 Product that is substantially equivalent to the PCC1 Product purchased before the change described in (i) or (ii) above, then such PCC1 Product sold and transferred hereunder from Seller to Buyer shall be deemed “Successor Product”. The Parties will in good faith amend the terms of this Confirmation solely to comply with the requirements for delivery of such Successor Product to Buyer under such Successor Program and/or Successor PCC1 Product in order to effect the intent of this Confirmation; provided, however, that Seller will take commercially reasonable actions to meet the qualifications of the Successor PCC1 Product, but will not be required to incur any costs in excess of an aggregate amount equal to [REDACTED] (the “Compliance Cap”) in order to comply with the Successor Program and the Successor PCC1 Product, collectively. If, after Seller has taken commercially reasonable efforts up to the Compliance Cap, the product generated by the Project is unable to qualify under Successor Program and/or Successor PCC1 Product, then either Seller or Buyer shall have the right but not the obligation to incur costs above the Compliance Cap to qualify for the Successor Program or Successor PCC1 Product. If after the foregoing, the product generated by the Project is unable to qualify as Successor PCC1 Product, then either Party shall have the right to terminate this Confirmation within sixty (60) days of such event. So long as no Event of Default shall have occurred and be continuing, neither Party shall be liable to the other Party for any damages or costs for such early termination.

In the event that the qualifications or requirements of the RPS program, PCC1 or the California Long Term Contracting Requirements change, Seller shall take commercially reasonable actions to meet the amended qualifications or requirements of the RPS program, PCC1 or the California Long Term Contracting Requirements but will not be required to incur any costs in excess of the Compliance Cap to comply with the RPS program, PCC1 or the California Long Term Contracting Requirements, collectively. If, after Seller has taken commercially reasonable efforts up to the Compliance Cap, the product generated by the Project is unable to qualify under the RPS Program, PCC1 and/or the California Long Term Contracting Requirements, then either Seller or Buyer shall have the right but not the obligation to incur costs above the Compliance

Cap to qualify for the RPS program, PCC1 or the California Long Term Contracting Requirements. If after the foregoing, the product generated by the Project is unable to qualify for the RPS program, PCC1 or the California Long Term Contracting Requirements, then either Party has the right to terminate the Confirmation within thirty (30) days of such event. So long as no Event of Default shall have occurred and be continuing, neither Party shall be liable to the other Party for any damages or costs for such early termination.

## **SPECIAL PROVISIONS:**

### **A. Non-Modifiable Standard Terms and Conditions**

(1) Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009]

(2) Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A) D.08-04-009]

(3) Transfer of Renewable Energy Credits. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-modifiable. D.11-01-025]

### **B. Additional Terms and Conditions**

(1) Seller Representations and Warranties. Seller represents and warrants:

- (a) The Product supplied to Buyer under this Confirmation will be sourced solely from Projects, as defined above, including any additional resources added after the Effective Date in accordance with the requirements of this Agreement;
- (b) Seller has the right to sell the Product from the Projects;
- (c) Seller has not sold the Product, or the REC associated with the Product, to be transferred to Buyer to any other third party;
- (d) the Energy component of the Product produced by a Project and purchased by Seller for resale to Buyer hereunder is not being sold by Seller back to the Project or Project owner;
- (e) The Energy and RECs to be purchased and sold pursuant to this Confirmation are not committed to another party;
- (f) the Product is free and clear of all liens or other encumbrances;
- (g) Seller will deliver to Buyer all Energy and associated RECs generated by the Project pursuant to this Confirmation in compliance with the California Long Term Contracting Requirements; and
- (h) the Product meets the requirements set forth in PUC Code 399.16(b)(1)(A) and the RPS compliance requirements for Portfolio Content Category 1 in a manner consistent with Section 3203(a) of the Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities (CEC-300-2013-002-CMF), as adopted by the California Energy Commission effective April 12, 2016, and, upon request of Buyer, Seller will cooperate and work with Buyer, the CEC, and/or the CPUC to provide any documentation required by the CPUC or CEC to support the Product’s classification as a Portfolio Content Category 1 or compliance with the RPS or the California Long Term Contracting Requirements.

(2) Buyer Representations and Warranties. Buyer represents and warrants that Buyer has taken all necessary steps to establish a WREGIS account to receive the RECs to be transferred from Seller to Buyer prior to the first delivery under this Confirmation.

(3) Mutual Representations and Warranties.

(b) The Parties agree this Confirmation constitutes a sale of a nonfinancial commodity for deferred shipment or delivery that the Parties intend to be physically settled and is excluded from the term “swap” as defined in the Commodity Exchange Act under 7 U.S.C § 1a (47) and related rules. During the Delivery Period, each Party represents and warrants to the other that: it is an “eligible commercial entity” and an “eligible contract participant” within the meaning of United States Commodity Exchange Act §§1a (47) and 1a (18), respectively, and this Transaction has been subject to individual negotiations by the Parties.

(4) Data Privacy. The Parties may provide each other with information related to an identified or identifiable individual (“Personal Data”), the processing and transfer of which will be done in accordance with applicable data protection law.

### **C. Amendments to the Master Agreement**

Confidentiality. Section 10.11, Confidentiality, of the Master Agreement is amended for purposes of this Confirmation by inserting after the word “proceeding” prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.

### **D. FERC Standard of Review; Mobile-Sierra Waiver**

(A) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (B) below is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008), and *NRG Power Marketing LLC v. Maine Public Utility Commission*, 558 U.S. 527 (2010).

(B) In addition, and notwithstanding the foregoing subsection (A), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (B) shall not apply, provided that, consistent with the foregoing subsection (A), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (A).

### **E. Definitions/Interpretations**

For purposes of this Confirmation, the following definitions shall apply:

“California Long Term Contracting Requirements” means the long-term contracting requirement set forth in the Clean Energy and Pollution Reduction Act of 2015 (SB 350), California Public Utilities Code section 399.13(b), and CPUC Decision 17-06-026 and CPUC Decision 18-05-026, as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation.

“California Renewables Portfolio Standard” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.



**EXHIBIT A**

**Eligible Renewable Resources**

**2025-2034**

<b>No.</b>	<b>Name of Facility</b>	<b>Fuel Source</b>	<b>Location</b>	<b>CEC ID</b>	<b>WREGIS ID</b>	<b>Technology Sub-type (e.g., PV or thermal, storage or no storage, fixed or tracking)</b>
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]