

Board of Directors Regular Meeting Agenda

August 25, 2022, 2:00 p.m.

City of San Marcos | Virtual Meeting

Pursuant to Government Code Section 54953(3) (Assembly Bill 361), and in the interest of public health and safety, Clean Energy Alliance (CEA) is temporarily taking actions to prevent and mitigate the effects of the COVID-19 pandemic by holding CEA 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 CEA Joint Powers Authority Board of Directors.

Members of the public can watch the meeting live through the You Tube Live Stream Link at:

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

or

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

This is a view-only live stream. If the You Tube live stream experiences difficulties members of the public should access the meeting via the Zoom link below.

Members of the public can observe and participate in the meeting via Zoom by clicking:

<https://us06web.zoom.us/j/81376410530>

or telephonically by dialing:

(253) 215-8782

Meeting ID: 813 7641 0530

Members of the public can provide public comment in writing or orally as follows:

Written Comments: If you are unable to connect by Zoom or phone and you wish to make a comment, you may submit written comments prior to and during the meeting via email to: Secretary@thecleanenergyalliance.org. All written comments will be posted online and become part of the meeting record. To ensure announcement of receipt of your written comments during the meeting, please submit all written comments at least an hour prior to the commencement of the meeting. Public comments received in writing will not be read aloud at the meeting.

Oral Comments: You can participate in the meeting by providing oral comments either: (1) online by using the raise hand function and speaking when called upon or (2) using your telephone by pressing *9 to raise your hand and speaking when called upon.

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA"), please contact Secretary@thecleanenergyalliance.org prior to the meeting for assistance.



CALL TO ORDER

ROLL CALL

FLAG SALUTE

OATH OF OFFICE – CITY OF OCEANSIDE & CITY OF VISTA PRIMARY AND ALTERNATE BOARD MEMBERS

BOARD COMMENTS & ANNOUNCEMENTS

PRESENTATIONS

Clean Energy Alliance One-Year Anniversary Video Presentation

Report from Clean Energy Alliance Community Advisory Committee (CAC) Chair Dwight Worden – CAC Meeting August 4, 2022

PUBLIC COMMENT

APPROVAL OF MINUTES

July 28, 2022, Regular Meeting

Consent Calendar

Item 1: Reconsideration of the Circumstances of the COVID-19 State of Emergency to Determine Whether the Legislative Bodies of Clean Energy Alliance will Continue to Hold Meetings Via Teleconferencing and Making Findings Pursuant to Government Code Section 54943(e)

RECOMMENDATION

Continue meetings by teleconferencing pursuant to Government Code Section 54943(e), finding that: (1) the Board has reconsidered the circumstances of the state of emergency created by the COVID-19 pandemic; and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person.

Item 2: Clean Energy Alliance Treasurer’s Report

RECOMMENDATION

Receive and file Clean Energy Alliance Treasurer’s Report for June 2022 activity.



Item 3: Consider Scheduling Clean Energy Alliance Special Board Meeting for September 22, 2022, and Canceling Regular Meeting of September 29, 2022

RECOMMENDATION

Schedule Clean Energy Alliance Special Board Meeting for September 22, 2022, and cancel regular meeting of September 29, 2022.

Item 4: Consider Adoption of Resolution No. 2022-005 Approving Amended and Restated Amendment No. 1 to Clean Energy Alliance Joint Powers Agreement

RECOMMENDATION

Adopt Resolution No. 2022-005 Approving Amended and Restated Amendment No. 1 to Clean Energy Alliance Joint Powers Agreement.

Item 5: Ratify San Diego Gas & Electric Confirmation for the Long-Term Voluntary Allocation of Renewable Energy Credits

RECOMMENDATION

Ratify San Diego Gas & Electric Confirmation for the Long-Term Allocation of Renewable Energy Credits.

Item 6: Consider Adoption of Resolution No. 2022-006 Attesting to the Veracity of the 2021 Power Source Disclosure Reports and 2021 Power Content Label Addressing the Clean Impact, Clean Impact Plus and Green Impact Retail Service Offerings

RECOMMENDATION

Adopt Resolution No. 2022-006 attesting to the veracity of the 2021 Power Source Disclosure Reports and 2021 Power Content Label addressing the Clean Impact, Clean Impact Plus and Green Impact Retail Service Offerings.

Item 7: Consider Approval of Clean Energy Alliance Policy #CEA-019 Check Handling Policy

RECOMMENDATION

Approve Clean Energy Alliance Policy #CEA-019 Check Handling Policy.

New Business

Item 8: Consider Appointment of Clean Energy Alliance Interim Chief Financial Officer/Treasurer

RECOMMENDATION

Appoint Andy Stern as Interim Chief Financial Officer/Treasurer.



Item 9: Clean Energy Alliance Chief Executive Officer Operational, Administrative and Regulatory Affairs Update

RECOMMENDATION

Receive and file Community Choice Aggregation Update Report from Chief Executive Officer and Regulatory Affairs Report from Special Counsel Tosdal APC.

Item 10: Appoint Del Mar and Solana Beach Community Advisory Committee Members

RECOMMENDATION

Appoint City of Del Mar Community Advisory Committee Member for term through December 31, 2022, and City of Solana Beach Community Advisory Committee Member for term through December 31, 2023.

Item 11: Declare Community Advisory Committee Vacancies for the Cities of Oceanside and Vista

RECOMMENDATION

Declare Community Advisory Committee vacancies for the cities of Oceanside and Vista and direct for terms ending in 2024 and 2025 and direct application period to be open through September 30, 2022, for appointments October 27, 2022.

Item 12: Consider and Provide Direction Regarding Amendment to Clean Energy Alliance Joint Powers Agreement Setting Chair and Vice Chair Term Limits

RECOMMENDATION

Consider and provide direction regarding amendment to Clean Energy Alliance Joint Powers Agreement setting Chair and Vice Chair term limits.

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

NEXT MEETING: Regular Board Meeting September 29, 2022, 2pm, City of San Marcos, Virtual

Clean Energy Alliance - Board of Directors
Regular Meeting Minutes
July 28, 2022, 2:00 p.m.
City of San Marcos | Virtual Meeting
Teleconference Locations Per Government Code Section 54953(3) (Assembly Bill 361)

CALL TO ORDER: Chair Becker called to order the regular meeting of the Clean Energy Alliance at 2:00 p.m.

ROLL CALL: Board Members: Walton, Acosta, Inscoe, Vice Chair Druker, Chair Becker

FLAG SALUTE: Board Member Walton led the flag salute.

BOARD COMMENTS & ANNOUNCEMENTS: None

PRESENTATIONS

San Diego Gas & Electric Update on Summer Preparedness – Katelyn Hailey, Regional Public Affairs Manager, Sara Nordin, Customer Choice Strategy & Policy Manager and Shaun Gahagan, Wildfire Mitigation Program Manager

PUBLIC COMMENT: None

APPROVAL OF MINUTES

June 23, 2022, Special Meeting – Closed Session

June 23, 2022, Special Meeting

June 30, 2022, Regular Meeting

Motion by Vice Chair Druker, second by Member Inscoe, to approve the minutes of the special meetings held June 23, 2022, and the regular meeting held June 30, 2022.

Motion carried 4/0, with Board Member Walton abstaining.

Consent Calendar

Item 1: Reconsideration of the Circumstances of the COVID-19 State of Emergency to Determine Whether the Legislative Bodies of Clean Energy Alliance will Continue to Hold Meetings Via Teleconferencing and Making Findings Pursuant to Government Code Section 54943(e)

RECOMMENDATION

Continue meetings by teleconferencing pursuant to Government Code Section 54943(e), finding that: (1) the Board has reconsidered the circumstances of the state of emergency created by the COVID-19 pandemic; and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person.

Item 2: Clean Energy Alliance Treasurer’s Report

RECOMMENDATION

Receive and file Clean Energy Alliance Treasurer’s Report for May 2022 activity.

Motion by Vice Chair Druker, second by Board Member Inscoe, to approve the consent calendar.

Motion carried unanimously 5/0.

New Business

Item 3: Clean Energy Alliance Chief Executive Officer Operational, Administrative and Regulatory Affairs Update

RECOMMENDATION

Receive and file Community Choice Aggregation Update Report from Chief Executive Officer and Regulatory Affairs Report from Special Counsel Tosdal APC.

CEO Barbara Boswell updated the Board highlighting the SDG&E rate adjustment effective June 1, 2022, decreasing approximately 4% and commented that CEA along with San Diego Community Power filed a protest with the CPUC noting that the rates were based on outdated assumptions and not reflective of current market conditions causing SDG&E to under collect revenue. CPUC set aside the Advice Letter and may still take action related to the protest. CEA rates set in January 2022, adjusted in February meeting CEA’s goal of 2% generation cost savings, are reflective of current market conditions and provide sufficient revenue to cover operational costs. Ms. Boswell shared rate comparison charts and the benefits of being a CEA customer including reducing greenhouse gas emissions, meeting the Climate Action Plan goals of the member cities, cost effectiveness, and local control for the benefit of the community.

Vice Chair Druker inquired regarding verbiage on the joint mailers as to explanation of rate differential or simply comparison charts. Ms. Boswell indicated that the chart includes the power supply sources for both SDG&E and CEA but the ability to editorialize is not permitted. Marketing and outreach regarding the rates is underway providing information regarding the temporary situation and CEA’s role in setting rates that provide savings for customers. Board Member Walton commented that the rate swing is effectively the same as SDG&E and inquired as to response when this occurs, and Ms. Boswell stated that previous experience did not show significant opt outs or concern. Board Member Inscoe noted that the call center will be able to provide explanation of the temporary rate differential.

CEO Boswell commented on CEA expansion into the cities of Escondido and San Marcos with an April 2023 launch scheduled and reviewed the timeline, and commented on the status of Oceanside, Vista, and San Clemente joining CEA noting that San Clemente has tabled the decision. Chair Becker and Board Member Acosta extended gratitude to CEO Boswell for all her work and continued work with the cities and joining CEA.

Lastly, Ms. Boswell commented regarding the Community Advisory Committee (CAC) vacancies for the cities of Solana Beach and Del Mar and that applications will be accepted

through July 31, 2022. Information and application is available at www.thecleanenergyalliance.org.

Regulatory Counsel Ty Tosdal updated the Board on the following items: SDG&E rate decrease (Advice Letter 4004-E), commenting that SDG&E submitted a consolidated advice letter seeking to implement multiple decision regarding modifications to revenue requirements, updates to Critical Peak Pricing, refund excess Department of DRW Bond charges, and implementing a revised sales forecast. The protest filed by CEA and SDCP noted that the sales forecast numbers are outdated, the advice letter designated Tier 1 (lowest scrutiny) should be Tier 2, and adoption of the advice letter would lead to undercollection by SDG&E. A notice has been submitted by SDG&E stating rates are indeed being undercollected for their main generation cost account and SDG&E submitted a request for 2024 rate increase of 3.2 – 3.6% a context of rising rate environment. Since that time, the Legislature has directed the State Auditor to conduct an audit of SDG&E rate increases previously approved by the CPUC. This audit is expected to take approximately 7 months or more. Lastly, AB 205 passed and was approved by Governor on June 30. This bill creates reliability programs and a strategic reliability reserve fund that will be supported by the state, not rates, and authorizes the Electricity Supply Strategic Reserve Program, permitting the Department of Water Resources (DWR) to implement projects to carry out the purposes of the Strategic Reliability Reserve. Updates will be forthcoming.

CEA Board received and filed report.

Item 4: Consider Resolution Authorizing the Cities of Oceanside and Vista to Become Parties to the Clean Energy Alliance Joint Powers Agreement and Members of the Clean Energy Alliance and Related Actions

RECOMMENDATION

- 1) Approve Resolution 2022-004 authorizing the Cities of Oceanside and Vista to become parties to the Joint Powers Agreement and members of Clean Energy Alliance;
- 2) Schedule approval of the Amendment of the Joint Powers Agreement for August 25, 2022;
- 3) Direct staff to prepare an Implementation Plan Amendment, reflecting the expansion into Oceanside and Vista, and return to the October 27, 2022, Board meeting for approval.

CEO Barbara Boswell provided the presentation and introduced Aiden Walden and Kirby Dusel of Pacific Energy Advisors to be available for questions. Ms. Boswell highlighted the requirements of the JPA for the addition of members, actions of both cities to join CEA, and reviewed the Financial Assessments of both cities noting a slight deficit in 2025 and surplus in 2026 and commented on next steps.

Vice Chair Druker inquired regarding the 2025 deficit and if the addition of the remaining cities to the financial equation would it erase the deficit. Ms. Boswell explained that it is possible and that prior to joining CEA each city's financial assessment is viewed independently but after joining CEA it's a combined view.

Motion by Vice Chair Druker, second by Board Member Walton, to approve the recommended action. Motion carried unanimously, 5/0.

BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS: None

ADJOURN: Chair Becker adjourned the meeting at 3:11 p.m.

Susan Caputo, MMC
Interim Board Secretary



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 1: Reconsideration of the circumstances of the COVID-19 state of emergency to determine whether the legislative bodies of Clean Energy Alliance will continue to hold meetings via teleconferencing and making findings pursuant to Government Code Section 54953(e)

RECOMMENDATION

Continue meetings by teleconferencing pursuant to Government Code Section 54953(e), find that: (1) the Board has reconsidered the circumstances of the state of emergency created by the COVID-19 pandemic; and (2) the state of emergency continues to directly impact the ability of the members to meet safely in person.

BACKGROUND AND DISCUSSION

On September 16, 2021, Governor Newsom signed AB 361 amending the Brown Act to allow local agencies to meet remotely during declared emergencies under certain conditions. AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act's standard teleconferencing provisions, including the requirement that meetings be conducted in physical locations, under specified conditions. Namely, the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The Board of Directors and CEA's other legislative bodies have met using teleconferencing throughout the COVID-19 pandemic to protect the health and safety of the public and staff. On October 28, 2021, the Board of Directors determined that the factual circumstances exist for CEA to continue to hold meetings pursuant to AB 361. Specifically, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the "Emergency"). The Emergency continues to exist. In addition, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than six feet apart from others for longer periods of time. Based on this advice and as a result of the emergency, the Board determined that meeting in person presents imminent risks to the health or safety of attendees.

To continue meeting remotely pursuant to AB 361, an agency must make periodic findings that: (1) the body has reconsidered the circumstances of the declared emergency; and (2) the emergency impacts the ability of the body's members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing. These findings should be made not later than 30 days after teleconferencing for the first time pursuant to AB 361, and every 30 days thereafter.

Due to the ongoing emergency, the need to promote social distancing to reduce the likelihood of exposure to COVID-19, and the imminent risks to the health or safety of meeting attendees, staff recommends that the legislative bodies of CEA hold public meetings via teleconferencing pursuant to Government Code Section 54953(e) and make the requisite findings to continue to do so.

FISCAL IMPACT

There is no fiscal impact by this action.

ATTACHMENTS

None.



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Marie Marron Berkuti, Interim Treasurer

ITEM 2: Clean Energy Alliance Treasurer's Report

RECOMMENDATION

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for June 2022.

BACKGROUND AND DISCUSSION

This report provides the Board with the following financial information through June 30, 2022:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of June 30, 2022.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the twelve months ended June 30, 2022.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of June 30, 2022.
- Budget Reconciliation to Statement of Revenues, Expenses and Changes in Net Position
- List of Payments Issued – Reports payments issued for June 2022.

As of June 30, 2022, liabilities represent invoices and estimated accruals for energy and services received but not yet paid. The noncurrent liabilities relate to debt with JPMorgan as well as amounts due to the member cities of Carlsbad, Del Mar and Solana Beach. CEA is currently making interest only payments on the debt from JPMorgan. The amounts due to the member agency were 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.

CLEAN ENERGY ALLIANCE
STATEMENT OF NET POSITION
As of June 30, 2022

ASSETS

Current assets	
Cash and cash equivalents	\$ 1,508,021
Accounts receivable, net	9,084,903
Accrued revenue	3,806,423
Other receivables	172,150
Prepaid expenses	128,157
Deposits	500,000
Total current assets	<u>15,199,654</u>
Noncurrent assets	
Restricted cash	227,000
Deposits	1,262,000
Total noncurrent assets	<u>1,489,000</u>
Total assets	<u>16,688,654</u>

LIABILITIES

Current liabilities	
Accrued cost of energy	6,195,322
Accounts payable	148,899
Deferred revenue	373,400
Other accrued liabilities	157,359
Total current liabilities	<u>6,874,980</u>
Noncurrent liabilities	
Due to member agencies	504,017
Bank note payable	13,520,000
Total noncurrent liabilities	<u>14,024,017</u>
Total liabilities	<u>20,898,997</u>

NET POSITION

Unrestricted (deficit)	<u>(4,210,343)</u>
Total net position	<u>\$ (4,210,343)</u>

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

CLEAN ENERGY ALLIANCE
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
Twelve Months ended June 30, 2022

OPERATING REVENUES

Electricity sales, net	\$ 61,057,758
Miscellaneous income	10,706
Total operating revenues	<u>61,068,464</u>

OPERATING EXPENSES

Cost of electricity	59,858,714
Contract services	2,224,449
General and administration	139,977
Total operating expenses	<u>62,223,140</u>
Operating income (loss)	<u>(1,154,676)</u>

NONOPERATING REVENUES (EXPENSES)

Interest income	15,040
Interest expense	<u>(363,293)</u>
Nonoperating revenues (expenses), net	<u>(348,253)</u>

CHANGE IN NET POSITION

	(1,502,929)
Net position at beginning of period	<u>(2,707,414)</u>
Net position at end of period	<u><u>\$ (4,210,343)</u></u>

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

BUDGET TO ACTUALS COMPARISON SCHEDULE

At its February 24, 2022, board meeting, the CEA Board amended the Fiscal Year (FY) 2021/22 budget approving \$61,055,025 in total operating expenses and uses of funds. For the year-to-date through June 30, 2022, \$62,586,433 has been expended, created an expense overage of \$1,531,408. This overage is the result of a change in the accounting methodology used to record Net Energy Metering (NEM) credits that occurred after budget was adopted by the board. The budget anticipated that NEM activity would be reported net of energy sales revenue, causing a reduction in revenue. The methodology change caused an increase in revenue and an increase in power supply cost in the same amount. There was no bottom-line effect of this methodology change. Despite actual costs exceeding budget, revenue also exceeded budget by \$3,775,003. The overall increase in net position (ignoring loan proceeds) for the year was better than expected. The budget anticipated a negative change in net position of \$3,772,270 but the final result was a negative net position of only \$1,502,929.

At its January 27, 2022, board meeting, the CEA Board approved a Credit Agreement Amendment with JPMorgan increasing the available line of credit to \$15MM. Drawdowns through June 30, 2022, total \$13,520,000, leaving \$1,480,000 available.

The Budget to Actuals Comparison Schedules as of June 30, 2022, is shown on the next page.

CLEAN ENERGY ALLIANCE
BUDGET TO ACTUALS COMPARISON SCHEDULE
Twelve Months ended June 30, 2022

	ANNUAL AMENDED BUDGET	ACTUAL YEAR- TO-DATE	BUDGET VARIANCE
Operating Revenues			
Energy Sales	\$ 57,282,755	\$ 61,057,758	\$ (3,775,003)
Total Operating Revenue	57,282,755	61,057,758	(3,775,003)
Operating Expenses			
Power Supply	58,222,525	59,858,714	(1,636,189)
Data Manager	840,000	842,777	(2,777)
Staffing/Consultants	235,700	239,862	(4,162)
Legal Services	375,000	292,646	82,354
Professional Services			
Technical	333,200	319,359	13,841
Schedule Coordinator	140,400	141,425	(1,025)
Marketing	115,000	95,239	19,761
SDGE Service Fees	240,000	183,511	56,489
JPMorgan Amendment Fees	30,000	16,262	13,738
Other Professional Services	25,000	11,540	13,460
Professional Services	883,600	767,336	116,264
Audit Services	41,000	24,740	16,260
Software & Licenses	9,100	8,412	688
Membership Dues	121,000	120,903	97
Print/Mail Services	48,100	54,014	(5,914)
Advertising	15,000	3,074	11,926
Insurance	32,000	5,619	26,381
Bank Fees	2,000	1,434	566
Telephone	5,000	3,609	1,391
Total Operating Expenses	60,830,025	62,223,140	(1,393,115)
Operating Income (Loss)	(3,547,270)	(1,165,382)	(2,381,888)
Non-Operating Revenues (Expenses)			
Miscellaneous Income	-	10,706	(10,706)
Interest Income	-	15,040	(15,040)
Interest Expense	(225,000)	(363,293)	138,293
Total Non-Operating Expenses	(225,000)	(337,547)	112,547
Other Sources and Uses			
JPMorgan Credit Agreement	6,000,000	8,520,000	(2,520,000)
Total Other Sources and uses	6,000,000	8,520,000	(2,520,000)
Net Increase (Decrease) in Available Fund Balance	\$ 2,227,730	\$ 7,017,071	\$ (4,789,341)

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

CLEAN ENERGY ALLIANCE
BUDGET RECONCILIATION TO STATEMENT OF
REVENUES, EXPENSES, AND CHANGES IN NET POSITION
For the Twelve Months ended June 30, 2022

Net Increase (Decrease) in Available Fund Balance per Budgetary Comparison Schedule	\$ 7,017,071
Adjustments needed to reconcile to the change in Net Position in the Statement of Revenues, Expenses, and Changes in Net Position	
Subtract Advances-JPMorgan Revolving Credit Agreement	(8,520,000)
Change in Net Position	<u><u>\$ (1,502,929)</u></u>

These financial statements have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

LIST OF PAYMENTS ISSUED

The report on the following page provides the detail of payments issued by CEA for June 2022. All payments were within approved budget.

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
06/01/2022	Wire	THE ENERGY AUTHORITY	August 2022- Capacity SWAP	12,000.00
06/01/2022	ACH	Nixon Peabody LLP	JP Morgan Credit Amendment	16,262.31
06/06/2022	Wire	THE ENERGY AUTHORITY	May 2022 - CAISO Weekly Statement	142,687.01
06/06/2022	Wire	JPMorgan	JP Morgan - Interest Payments	557.21
06/07/2022	ACH	Neyenesch Printers	CEA New Move Letter and Postcard Mailing	499.73
06/13/2022	Wire	THE ENERGY AUTHORITY	May 2022 - CAISO Weekly Statement	207,252.01
06/15/2022	ACH	Neyenesch Printers	CEA New Move Letter Mailing	795.75
06/21/2022	Wire	Direct Energy	MAY-2022 - Capacity SWAP	171,500.00
06/21/2022	Wire	EDF TRADING NORTH AMERICA	MAY 2022 - Capacity Purchase	208,500.00
06/21/2022	Wire	SDG&E	MAY 2022 - RA Purchases	76,012.00
06/21/2022	Wire	SEMPRA	May 2022 - Capacity Purchases	274,400.00
06/21/2022	Wire	THE ENERGY AUTHORITY	May 2022 - CAISO Weekly Statement	113,206.40
06/24/2022	Wire	Powerex	July 2022 - Energy Prepayment	117,336.31
06/24/2022	ACH	Neyenesch Printers	Postage Permit Funding to Complete Mailing	265.00
06/27/2022	Wire	THE ENERGY AUTHORITY	June 2022 - CAISO Weekly Settlement	129,340.12
06/27/2022	ACH	Maher Accountancy	Accounting Services	7,500.00
06/27/2022	ACH	Richards, Watson & Gershon	April 2022 - General Counsel Services	904.50
06/27/2022	ACH	Braun Blasing Smith Wynne	April 2022 - Professional Services	343.96
06/27/2022	ACH	The Bayshore Consulting Group, Inc	May 2022 - CEO and Clerk Services	15,462.10
06/27/2022	ACH	California Choice Energy Authority	March-May 2022 - Reimbursement of legal costs	15,965.83
06/27/2022	ACH	Calpine Energy Solutions	May 2022 Services	70,701.00
06/27/2022	ACH	Hall Energy Law PC	May 2022 - Energy Procurement Counsel	1,079.50
06/27/2022	ACH	Keyes & Fox LLP	May 2022 - Professional Services	3,807.25
06/27/2022	ACH	Neyenesch Printers	June 2022 - New Move Letter and Envelope	1,864.97
06/27/2022	ACH	Pacific Energy Advisors, Inc	May 2022 - Technical Consulting	27,603.75
06/27/2022	ACH	THE ENERGY AUTHORITY	May 2022 - Scheduling Fees	11,700.00
06/27/2022	ACH	Tosdal APC	May 2022 - Regulatory Services	8,171.00
06/27/2022	ACH	Tripepi, Smith & Associates, Inc.	May 2022 - Communications and Marketing	9,298.31
06/27/2022	ACH	ABBOTT, STRINGHAM & LYNCH	May 2022 - Services in regards to CPUC Decision	16,500.00
06/29/2022	ACH	USPS	June 2022 - Postage Payment - Mailer's Mailing	174.59
06/29/2022	ACH	USPS	June 2022 - Postage Payment - Mailer's Mailing	119.55
06/30/2022	Wire	JPMorgan	JP Morgan - June 2022 Interest	50,316.55
06/30/2022	Wire	SEMPRA	Contractual collateral payment	385,000.00
06/30/2022	Wire	THE ENERGY AUTHORITY	September 2022- Capacity Sales	69,000.00
06/30/2022	Wire	JPMorgan	JP Morgan - Q2 Commitment Fee	13,238.63
Total for Operating Account				2,179,365.34
06/23/2022	Lockbox	Shell Oil North America		302,092.05
06/23/2022	Lockbox	Morgan Stanley Capital Group, Inc.		1,163,411.06
06/23/2022	Lockbox	Exelon Generation Company,LLC		790,336.62
Total for Lockbox Account				2,255,839.73

FISCAL IMPACT

There is no fiscal impact associated with these items.



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 3: Consider Scheduling Special Clean Energy Alliance Board Meeting on September 22, 2022, and Canceling the Regular Board Meeting on September 29, 2022

RECOMMENDATION

Schedule a Special Clean Energy Alliance Board meeting on September 22, 2022 and cancel the Regular Board Meeting on September 29, 2022.

BACKGROUND AND DISCUSSION

Pursuant to Government Code Section 54943(e) (Code), Clean Energy Alliance (CEA) has been holding its Board and Community Advisory meetings remotely via video and telephonic means, which requires the Board to make findings pursuant to the Code every 30 days. There are more than 30 days between the August 25, 2022, Regular Board meeting and the September 29, 2022, Regular Board meeting, necessitating the scheduling of a Special Board Meeting prior to September 25, 2022.

Staff recommends scheduling a Special meeting on September 22, 2022, and canceling the September 29, 2022, regular Board meeting.

FISCAL IMPACT

There is no fiscal impact of this action.

ATTACHMENTS

None



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer
Johanna Canlas, General Counsel

ITEM 4: Consider Resolution 2022-005 Approving Amended and Restated Amendment No. 1 to the Clean Energy Alliance Joint Powers Agreement

RECOMMENDATION

Adopt Resolution No. 2022-005 approving Amended and Restated Amendment No. 1 to Clean Energy Alliance Joint Powers Agreement.

BACKGROUND AND DISCUSSION

At its regular meeting on July 25, 2022, the Clean Energy Alliance (CEA) Board adopted Resolution No. 2022-004 authorizing the cities of Oceanside and Vista to join CEA and directing staff to return on August 25, 2022, with the required Joint Powers Agreement (JPA) Amendment adding the Cities to the Agreement.

Section 9.8 of the JPA allows for written amendments to the JPA to be accomplished by CEA's Board of Directors in accordance with the Special Voting requirements of Section 4.12. Section 4.12.1(c) establishes the following requirements for the Board to amend the JPA in certain ways, including to add members:

- At least 30 days advance written notice to the Parties shall be provided for such actions.
- Such notice shall include a copy of any proposed amendment.
- Prompt written notice to all Parties of the action taken and attachment of the adopted amendment, resolution, or agreement.
- Affirmative vote of two-thirds of the entire Board of Directors.

The proposed Amended and Restated Amendment No. 1 to the Clean Energy Alliance (Amendment) was provided to the members on July 25, 2022, and the parties have acknowledged their consent to the Amendment pending Board approval by returning a signed copy.

To ensure all prior actions are properly captured and documented in one place, the proposed Amendment also includes prior actions by the Board including:

- Adding the Cities of Escondido and San Marcos.
- Revising the terms of the Chair and Vice Chair from fiscal year basis to calendar year basis.

FISCAL IMPACT

There is no fiscal impact by this action.

ATTACHMENTS

Resolution 2022-005 Approving Amended and Restated Amendment No. 1 to the Clean Energy Alliance Joint Powers Agreement

RESOLUTION NO. 2022-005**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CLEAN ENERGY ALLIANCE
APPROVING AMENDED AND RESTATED AMENDMENT NO. 1 TO
CLEAN ENERGY ALLIANCE JOINT POWERS AGREEMENT**

THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

WHEREAS, effective November 4, 2019, the Founding Members of Clean Energy Alliance (“CEA”) entered into that certain Clean Energy Alliance Joint Powers Agreement (“Agreement”); and

WHEREAS, on October 27, 2021, through a unanimous vote of its City Council, the City of Escondido adopted Resolution No. 2021-169 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of Escondido to join CEA, and introduced Ordinance No. 2021-12 ordaining the City Council’s decision, pursuant to Public Utilities Code Section 366.2 to implement a Community Choice Aggregation (“CCA”) program within the jurisdiction of the City of Escondido by participating in CEA, under the terms and conditions of the Agreement; and

WHEREAS, on November 17, 2021, the City of Escondido conducted a second reading and adopted Ordinance No. 2021-169 ordaining the City Council’s decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of Escondido by participating in CEA, under the terms and conditions of the Agreement; and

WHEREAS, on November 18, 2021, the Board of Directors of CEA authorized the City of Escondido to become a member of CEA pursuant to Section 2.4 of the Agreement; and

WHEREAS, on November 9, 2021, through a unanimous vote of its City Council, the City of San Marcos adopted Resolution No. 2021-8950 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of San Marcos to join CEA, and introduced Ordinance No. 2021-1508 ordaining the City Council’s decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of San Marcos by participating in CEA, under the terms and conditions of the Agreement; and

WHEREAS, on November 23, 2021, the City of San Marcos conducted a second reading and adopted Ordinance No. 2021-1508 ordaining the City Council’s decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of San Marcos by participating in CEA, under the terms and conditions of the Agreement; and

WHEREAS, on December 17, 2021, the Board of Directors of CEA authorized the City of San Marcos to become a member of CEA pursuant to Section 2.4 of the Agreement; and

WHEREAS, on June 8, 2022, through a majority vote of its City Council, the City of Oceanside adopted Resolution No 22-R0372-1 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of Oceanside to join CEA, and introduced Ordinance No. 22-OR0396-1 ordaining the City Council's decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of Oceanside by participating in CEA, under the terms and conditions of the Agreement; and

WHEREAS, on June 22, 2022, the City of Oceanside conducted a second reading and adopted Ordinance No. 22-OR0396-1 ordaining the City Council's decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of Oceanside by participating in CEA, under the terms and conditions of the Agreement; and

WHEREAS, on July 28, 2022, the Board of Directors of CEA considered authorization of the City of Oceanside to become a member of CEA pursuant to Section 2.4 of the Agreement; and

WHEREAS, on June 28, 2022, through a unanimous vote of its City Council, the City of Vista adopted Resolution No. 2022-113 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of Vista to join CEA, and introduced and adopted Ordinance No. 2022-9 ordaining the City Council's decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of Vista by participating in CEA, under the terms and conditions of the Agreement; and

WHEREAS, on July 28, 2022, the Board of Directors of CEA considered authorization of the City of Vista to become a member of CEA pursuant to Section 2.4 of the Agreement; and

WHEREAS, CEA's Board of Directors approved amendments to the Agreement by Resolution 2021-012 dated September 30, 2021 (which included an Amendment No. 1), Resolution 2021-014 dated November 18, 2021 (approving the City of Escondido as a Member) and Resolution 2021-015 dated December 17, 2021 (approving the City of San Marcos as a Member) (collectively, "Previous Amendments"); and

WHEREAS, the Board wishes to amend the Agreement on the terms set forth in the Amended and Restated Amendment No. 1 to Clean Energy Alliance Joint Powers Agreement (hereinafter "Amendment") attached hereto Exhibit A and fully incorporated herein by this reference and to document, ratify, restate, and amend the Previous Amendments and the addition of new members to CEA; and

WHEREAS, on July 25, 2022, the form of the Amendment was circulated to CEA's members for signature and all members have signed and returned the Amendment to CEA for CEA Board of Directors approval at its August 25, 2022, meeting; and

WHEREAS, Section 9.8 of the Agreement allows for written amendments to the Agreement to be accomplished by CEA’s Board of Directors by at least a two-thirds affirmative vote of the entire Board of Directors in accordance with the Special Voting requirements of Section 4.12, which were accomplished.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CLEAN ENERGY ALLIANCE DOES HEREBY RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. CEA’s Board of Directors hereby approves the Amended and Restated Amendment No. 1 to Clean Energy Alliance Joint Powers Agreement (hereinafter “Amendment”) attached hereto Exhibit A and fully incorporated herein by this reference.
3. Staff is authorized and directed to file the Amendment and such notices as are required by applicable law in the time frames required by law.
4. Staff is further authorized and directed to take such other and further actions as are necessary and proper to accomplish the purposes of this Resolution.

The foregoing Resolution was passed and adopted this 25th day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Kristi Becker, Chair

ATTEST:

Susan Caputo, Interim Board Secretary

EXHIBIT A

[Attach Amended and Restated Amendment No. 1 to
the Clean Energy Alliance Joint Powers Agreement]

**AMENDED AND RESTATED
AMENDMENT NO. 1 TO
CLEAN ENERGY ALLIANCE
JOINT POWERS AGREEMENT**

This Amended and Restated Amendment No. 1 to Clean Energy Alliance Joint Powers Agreement (hereinafter “Amendment”), is entered into by and between the Parties listed on Exhibit B hereto effective August 25, 2022, and is made in reference to the following facts:

- A. Effective November 4, 2019, the Founding Members of Clean Energy Alliance (“CEA”) entered into that certain Clean Energy Alliance Joint Powers Agreement (“Agreement”).
- B. On October 27, 2021, through a unanimous vote of its City Council, the City of Escondido adopted Resolution No. 2021-169 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of Escondido to join CEA, and introduced Ordinance No. 2021-12 ordaining the City Council’s decision, pursuant to Public Utilities Code Section 366.2 to implement a Community Choice Aggregation (“CCA”) program within the jurisdiction of the City of Escondido by participating in CEA, under the terms and conditions of the Agreement.
- C. On November 17, 2021, the City of Escondido conducted a second reading and adopted Ordinance No. 2021-169 ordaining the City Council’s decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of Escondido by participating in CEA, under the terms and conditions of the Agreement.
- D. On November 18, 2021, the Board of Directors of CEA authorized the City of Escondido to become a member of CEA pursuant to Section 2.4 of the Agreement.
- E. On November 9, 2021, through a unanimous vote of its City Council, the City of San Marcos adopted Resolution No. 2021-8950 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of San Marcos to join CEA, and introduced Ordinance No. 2021-1508 ordaining the City Council’s decision, pursuant to Public Utilities Code Section 366.2 to implement a Community Choice Aggregation (“CCA”) program within the jurisdiction of the City of San Marcos by participating in CEA, under the terms and conditions of the Agreement.
- F. On November 23, 2021, the City of San Marcos conducted a second reading and adopted Ordinance No. 2021-1508 ordaining the City Council’s decision, pursuant

to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of San Marcos by participating in CEA, under the terms and conditions of the Agreement.

- G. On December 17, 2021, the Board of Directors of CEA authorized the City of San Marcos to become a member of CEA pursuant to Section 2.4 of the Agreement.
- H. On June 8, 2022, through a majority vote of its City Council, the City of Oceanside adopted Resolution No 22-R0372-1 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of Oceanside to join CEA, and introduced Ordinance No. 22-OR0396-1 ordaining the City Council's decision, pursuant to Public Utilities Code Section 366.2 to implement a Community Choice Aggregation ("CCA") program within the jurisdiction of the City of Oceanside by participating in CEA, under the terms and conditions of the Agreement.
- I. On June 22, 2022, the City of Oceanside conducted a second reading and adopted Ordinance No. 22-OR0396-1 ordaining the City Council's decision, pursuant to Public Utilities Code Section 366.2 to implement a CCA program within the jurisdiction of the City of Oceanside by participating in CEA, under the terms and conditions of the Agreement.
- J. On July 28, 2022, the Board of Directors of CEA considered authorization of the City of Oceanside to become a member of CEA pursuant to Section 2.4 of the Agreement.
- K. On June 28, 2022, through a unanimous vote of its City Council, the City of Vista adopted Resolution No. 2022-113 authorizing the execution of the Agreement and authorizing staff to take other actions necessary for the City of Vista to join CEA, and introduced and adopted Ordinance No. 2022-9 ordaining the City Council's decision, pursuant to Public Utilities Code Section 366.2 to implement a Community Choice Aggregation ("CCA") program within the jurisdiction of the City of Vista by participating in CEA, under the terms and conditions of the Agreement.
- L. On July 28, 2022, the Board of Directors of CEA considered authorization of the City of Vista to become a member of CEA pursuant to Section 2.4 of the Agreement.
- M. CEA's Board of Directors approved amendments to the Agreement by Resolution 2021-012 dated September 30, 2021 (which included an Amendment No. 1), Resolution 2021-014 dated November 18, 2021 (approving the City of Escondido as a Member) and Resolution 2021-015 dated December 17, 2021 (approving the City of San Marcos as a Member) (collectively, "Previous Amendments").
- N. The Parties wish to amend the Agreement on the terms set forth below and to document, ratify, restate, and amend Previous Amendments and the addition of new members to CEA.

- O. On July 25, 2022, the form of this amendment was circulated to CEA’s members for signature and return to CEA for CEA Board of Directors approval at its August 25, 2022, meeting.

NOW, THEREFORE, in consideration of their mutual promises as herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. The above recitals are true and correct.
2. The word “Founding” is hereby stricken from the first paragraph of the Agreement and from Section 1.2.
3. Exhibit B (List of Founding Members) to the Agreement shall be deleted in its entirety and replaced with the Exhibit B (List of Members) attached to this Amendment as Exhibit B, which is fully incorporated herein by this reference.
4. The first sentence of Section 5.1 Elected and Appointed Officers of the Agreement is hereby amended to read as follows:

“For each calendar year, the Board shall elect a Chair and Vice Chair from among the Directors and for each fiscal year shall appoint a Secretary and a Treasurer as provided in Government Code Section 6505.5.”
5. The first sentence of Section 5.2 Chair and Vice Chair of the Agreement is hereby amended to read as follows:

“For each calendar year, the Board shall elect a Chair and Vice Chair from among the Directors.”
6. This Amendment may be executed electronically and in counterparts, which together shall be, for all purposes, the same as one original agreement.
7. The terms set forth in this Amendment shall have the meanings ascribed to them in the Agreement for all purposes unless the context clearly indicates some other meaning.
8. This Amendment amends and restates the Previous Amendments to the Agreement.
9. Except as otherwise provided in this Amendment, each and every provision, term and condition contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first indicated above.

[SIGNATURES ON FOLLOWING PAGES]

MEMBER:

CITY OF _____

By: _____
City Manager

Date: _____

APPROVAL AS TO FORM:

By: _____
City Attorney Date

ATTEST:

By: _____
City Clerk Date

EXHIBIT B: List of Members

Founding Members (public agencies becoming a member by October 1, 2020)

City of Carlsbad

City of Del Mar

City of Solana Beach

Members becoming a member after October 1, 2020

City of Escondido (effective November 18, 2021)

City of San Marcos (effective December 17, 2021)

City of Oceanside (effective July 28, 2022)

City of Vista (effective July 28, 2022)



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 5: Consider Ratifying San Diego Gas and Electric Confirmation for the Long-Term Voluntary Allocation of Renewable Energy Credits

RECOMMENDATION

Ratify San Diego Gas and Electric Confirmation for the Long-Term Voluntary Allocation of Renewable Energy Credits, for a minimum delivery period of ten-years and Green Attribute Price based on the Forecast Adder for Renewable Portfolio Standards (in \$/MWh) for the applicable calendar year.

BACKGROUND AND DISCUSSION

California Public Utilities Commission (CPUC) Decision 21-05-030 requires San Diego Gas & Electric (SDG&E) to offer voluntary allocations of its Renewables Portfolio Standards resources to Community Choice Aggregators and Energy Service Providers that are serving SDG&E's departed customers. Voluntary Allocation deliveries of renewable energy are expected to begin January 1, 2023.

At its regular Board meeting June 30, 2022, the Clean Energy Alliance (CEA) Board authorized the Board Chair and Chief Executive Officer to execute the agreement with SDG&E for Renewable Energy through the Voluntary Allocation (VA) process and directed staff to return the agreement (known as the Confirmation) for ratification.

The benefits to CEA of participation in the VA process are that the contracts come from the Power Charge Indifference Adjustment (PCIA) portfolios, resulting in fewer contracts being recovered through the PCIA charged to CEA customers and access to long-term renewable resources at market costs.

The confirmation was negotiated by CEA's transactions attorney and reflects terms that are acceptable to CEA. SDG&E will be filing the confirmation with the California Public Utilities Commission through a Tier 1 Advice Letter.

In order to protect market sensitive information, the redacted version of the confirmation is provided as an attachment.

FISCAL IMPACT

The costs related to the procurement have been accounted for in CEA's pro forma.

ATTACHMENTS

Redacted EEI Agreement Confirmation for the Long-Term Allocation of Renewable Energy Credits Between San Diego Gas & Electric and Clean Energy Alliance.

**EEl AGREEMENT
CONFIRMATION FOR THE LONG-TERM
ALLOCATION OF RENEWABLE ENERGY CREDITS
BETWEEN
SAN DIEGO GAS & ELECTRIC COMPANY
AND
CLEAN ENERGY ALLIANCE**

This confirmation letter ("Confirmation") confirms the allocation of Renewable Portfolio Standard ("RPS") Energy as mandated pursuant to Decision (D.)21-05-030 ("Transaction") between **San Diego Gas & Electric Company** ("Seller") and **Clean Energy Alliance, a California joint powers authority** ("Buyer"), each individually a "Party" and together the "Parties", effective as of August 3, 2022 (the "Confirmation Effective Date"). This Transaction is governed by the EEI Master Agreement entered into by the Parties, effective as of December 20, 2021, along with any amendments and annexes executed between the Parties thereto (the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement, Tariff or RPS (as defined below). If any term in this Confirmation conflicts with the Master Agreement, the definitions set forth in this Confirmation shall supersede.

CONTACT INFORMATION

Contact Information:	Name: Clean Energy Alliance ("Buyer" or "Party B")	Name: San Diego Gas & Electric Company ("Seller" or "Party A")
	<p style="text-align:center">All Notices: Clean Energy Alliance Address: 1200 Carlsbad Village Dr. Carlsbad, CA 92008 Attn: Barbara Boswell, CEO Phone: (661) 510-0425 Email: ceo@thecleanenergyalliance.org Duns: 117585162 Federal Tax ID Number: 84-3839142</p>	<p style="text-align:center">All Notices: San Diego Gas & Electric Company 8315 Century Park Court, CP21D San Diego, CA 92123 Attn: Electric & Fuel Procurement Contract Administration Phone: (858) 650-5536 Facsimile: (858) 650-6190 Duns: 006911457 Federal Tax ID Number: 95-1184800</p>
	<p style="text-align:center">Invoices: 1200 Carlsbad Village Dr. Carlsbad, CA 92008 Attn: Marie Berkuti, Interim Treasurer Phone: (619) Email: Treasurer@thecleanenergyalliance.org</p>	<p style="text-align:center">Invoices: San Diego Gas & Electric Company 8315 Century Park Court, CP 21D San Diego, California 92123-1593 Attn: Energy Accounting Manager Phone: (858) 650-6177 Facsimile: (858) 650-6190</p>
	<p style="text-align:center">Wire Transfer: BNK: River City Bank ABA: ACCT:</p>	<p style="text-align:center">Wire Transfer: BNK: Union Bank of California for: San Diego Gas & Electric Company ABA: Routing # ACCT: # Confirmation: SDG&E, Major Markets FAX: (858) 650-6190 Email: SDGE_MMCredit@sdge.com</p>

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	<p>Credit and Collections: 1200 Carlsbad Village Dr. Carlsbad, CA 92008 Attn: Marie Berkuti, Interim Treasurer Phone: (619) Email: Treasurer@thecleanenergyalliance.org</p> <p>Defaults: With additional Notices of an Event of Default or Potential Event of Default to: Hall Energy Law PC 3 Monroe Pkwy Ste. P 406 Lake Oswego, OR 97035 Attn: Stephen Hall Phone: (503) 313-0755 Email: steve@hallenergylaw.com</p>	<p>Credit and Collections: San Diego Gas & Electric Company, Major Markets 8315 Century Park Court, CP21C San Diego, CA 92123-1593 Attn: Energy Risk Manager Telephone: (858) 654-6484 Facsimile: (858) 650-6190</p> <p>Defaults: With additional Notices of an Event of Default or Potential Event of Default to: San Diego Gas & Electric Company 8330 Century Park Court San Diego, California 92123 Attn: General Counsel Phone: (858) 650-6141 Facsimile: (858) 650-6106</p>
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ARTICLE 1. COMMERCIAL TERMS

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Product:	<p>The "Product" is Green Attributes generated from the Project.</p> <p>During the Delivery Period, Seller shall allocate and deliver, and Buyer shall pay for and receive, the Allocation Quantity of this Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or purchase any Green Attributes from any generating resource other than the Project for delivery hereunder.</p>
Project:	<p>All Product allocated from Seller to Buyer hereunder shall be from one or more of the facilities listed in <u>Exhibit A</u>, each meeting the requirement of 6.1(a) and with Long-Term Contracts (the "Project").</p> <p>Seller may add a facility to, or remove a facility from, the list of facilities in <u>Exhibit A</u> from time to time by giving Buyer fifteen (15) Business Days prior written notice of any change. Seller may remove a facility from Exhibit A for the following reasons: (i) if Party A's power purchase agreement corresponding to the facility has been modified, terminated, or assigned to a third party, (ii) if the facility is no longer in Party A's PCIA-eligible portfolio due to an order or direction from a Governmental Authority, or (iii) if the facility is owned by Seller but ceases operation for Party A. Seller shall retain the sole and absolute discretion to modify, amend, enforce, administer, assign or terminate its power purchase agreements with the facilities listed in <u>Exhibit A</u> during the Delivery Period. Buyer shall not have any right to or discretion to request changes to the list of facilities in <u>Exhibit A</u> during the Delivery Period.</p>
Contract Capacity:	<p>In any hour throughout the Delivery Term, the "Contract Capacity" shall be, in MW, as determined by Seller in accordance with the Contract Quantity section of this Confirmation.</p>

Allocation Quantity:	<p>Commencing on the Allocation Start Date and continuing through the remainder of the Delivery Period, the quantity to be delivered in any calendar year, or pro rata portion of a calendar year, shall be the Allocation Quantity, as defined below unless excused pursuant to the Delivery Obligation section below. Seller in its sole discretion shall determine the hourly Contract Quantity during the Delivery Period.</p> <p>“Allocation Quantity” means the quantity of Product to be delivered from the Project during the applicable calendar year in an amount equal to the product of: (i) one hundred percent (100%), which is Party B’s long-term Voluntary Allocation election of Party A’s PCIA-eligible RPS Energy Portfolio; times (ii) the proportion of Party B’s vintaged, forecasted annual load to the forecasted annual load in Party A’s service territory, as both amounts are determined in Party A’s annual RPS Plan and approved by the CPUC; times (iii) the quantity of generation from the Project within Party A’s PCIA-eligible RPS Energy Portfolio from Long Term Contracts.</p>
Green Attributes Price:	<p>The Green Attributes Price applicable to the Product delivered to Buyer in each calendar year during the Delivery Term shall be the then-applicable Forecast Adder for RPS (in \$/MWh) for deliveries for the applicable calendar year, subject to the true-up set forth in Section 5.4 of this Confirmation.</p>
Term:	<p>The “Term” of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the end of the Delivery Period Seller Buyer and all other obligations of the Parties under this Agreement have been satisfied, unless terminated earlier due to failure to satisfy the Condition Precedent or as otherwise provided for in the Agreement.</p>
Delivery Period:	<p>The “Delivery Period” of this Transaction shall commence on the later of (i) January 1, 2023 and (ii) the first day of the month following the month in which the Condition Precedent Satisfaction Date occurs (the “Start Date”), and shall continue until the date Seller no longer receives Product from any of the contracts in the Project, as such contracts are listed in Appendix A, unless this Agreement is terminated earlier in accordance with the terms of this Agreement. For purposes of this Confirmation, the “Delivery Period” shall be the duration upon which the Product is delivered.</p>
Delivery Point:	<p>Party B’s WREGIS Account</p>
Delivery Obligation:	<p>The obligation to provide the Allocation Quantity is a firm obligation in that Seller shall deliver the quantity of the Product from the Project, instantaneously with its receipt of such Product, consistent with the terms of this Confirmation without excuse other than Force Majeure. If a failure by Seller to deliver the quantity from the Project is not excused by Force Majeure, Seller shall make up such failure in accordance with the “Allocation Quantity” Section.</p>
WREGIS Delivery:	<p>Buyer hereby authorizes Party A, or its third-party designee, to deliver the Product, or cause the Product to be delivered, into Party B’s WREGIS account in the quantity(ies) and timeline(s) set forth in the “Allocation Quantity” Section.</p>
Condition Precedent:	<p>The commencement of the Delivery Period in accordance with Article 3 below shall be contingent upon Seller satisfying or waiving CPUC approval as described in Section 4.2 of this Confirmation. Either Party has the right to terminate this Confirmation upon notice in accordance with Section 10.7 of the Master Agreement, which will be effective five (5) Business Days after such</p>

	<p>notice is given, if: (i) the CPUC does not issue a final and non-appealable order approving this Agreement or the requested relief contained in the related advice letter filing, both in their entirety, (ii) the CPUC issues a final and non-appealable order which contains conditions or modifications unacceptable to either Party, or (iii) the final and non-appealable CPUC approval has not been obtained by Party A, on or before December 31, 2022. Any termination made by a Party under this section shall be without liability or obligation to the other Party.</p> <p>The date on which CPUC approval of this Confirmation has been satisfied or waived, by Party A, in its sole discretion, shall hereinafter be the "Condition Precedent Satisfaction Date."</p> <p>Notwithstanding any other provision in this Confirmation, Seller will have no obligation to transfer Green Attributes to Buyer unless the Condition Precedent Satisfaction Date has occurred.</p>
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ARTICLE 2. DEFINITIONS

"Allocation Quantity" has the meaning set forth above in the Allocation Quantity section of this Confirmation.

"Alternate Monthly REC Market Price" shall be the Platts California Bundled REC (Bucket 1) Midpoint Price (in \$/MWh) published in the last week of the month prior to the applicable month that the Product is delivered.

"Annual True-Up" has the meaning set forth in Section 5.4(a), below.

"Party A" means "Seller".

"Party B" means "Buyer" or "Purchaser".

"CAISO" means the California Independent System Operator.

"CAISO Energy" means "Energy" as defined in the Tariff.

"Calculation Period" has the meaning set forth in Section 5.1, below.

"California Renewables Portfolio Standard" or "RPS" means the renewable energy program and policies established by California State Senate Bills 1078, X1 - 2 and 350, 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.

"Condition Precedent Satisfaction Date" means the date on which CPUC approval, as fully described in the "Condition Precedent" provision, has been satisfied or waived, by Party A, in its sole discretion.

"Contract Capacity" means the amount determined by Seller in accordance with the Scheduling Obligations section of this Confirmation.

"CEC" means the California Energy Commission, or its regulatory successor.

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

"Delivery Period" means "Delivery Term".

"Final Adder for RPS" means the PCIA Market Price Benchmark Final Adder, established by the CPUC, as published in the *Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up*, and originally implemented by D.19-10-001.

"Forecast Adder for RPS" means the PCIA Market Price Benchmark Forecast Adder for RPS, established by the CPUC, as published in the *Calculation of the Market Price Benchmarks for the Power Charge Indifference Adjustment Forecast and True Up*, and originally implemented by D.19-10-001.

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“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (i) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹
- (iii) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy.

Green Attributes do not include;

- (i) any energy, capacity, reliability or other power attributes from the Project,
- (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project. **[STC 2 – GREEN ATTRIBUTES, NON-MODIFIABLE]**

“Long-Term Contract” means any RPS power purchase and sale agreement (i) pursuant to which Seller purchases renewable energy from a third party generator, (ii) which has at least ten (10) years remaining in its original delivery term as of the Start Date or, for facilities added to Exhibit A after the Start Date, as of the date when its generation facilities are added to Exhibit A from which Seller shall allocate Product to Buyer under this Agreement, and (iii) which otherwise meets Party A’s representations and warranties set forth in Article 6 of this Agreement.

“Market Disruption Event” has the meaning set forth in Section 5.5.

“Monthly Cash Settlement Amount” has the meaning set forth in Section 5.2, below.

“Monthly REC Market Price” has the meaning set forth above in the in the Green Attributes Price.

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

“PCIA” means the Power Charge Indifference Adjustment in D.18-10-019 and subsequent decisions.

“PCIA-eligible RPS Energy Portfolio” means the portion of Party A’s energy supply portfolio determined to be eligible for allocation pursuant to the final and non-appealable CPUC D.21-05-030 or other Governmental Authority action.

“Tariff” means the tariff and protocol provisions, including any current CAISO-published “Operating Procedures” and “Business Practice Manuals,” as amended or supplemented from time to time, of the CAISO.

“True-Up Payment” has the meaning set forth in Section 5.4(a), below.

“Vintage” means the calendar year and month during the Delivery Period in which the WREGIS Certificate is created through the generation of the Product.

“WREGIS” means the Western Renewable Energy Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

ARTICLE 3. CONVEYANCE OF RENEWABLE ENERGY

3.1. Conveyance of Green Attributes

Except as stated in this Section 3.1, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller will not be obligated to sell or replace any Product that is not or cannot be delivered as a result of Force Majeure.

Should any Green Attributes provided by Seller under this Confirmation be determined to have originated from a resource other than the Project, Seller shall remedy such failure in a manner reasonably acceptable to Buyer within a reasonable period of time after written notice of such failure is given to the Seller by the Buyer.

3.2. WREGIS Transfers

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.2(b) below.

(a) During the Delivery Period, Party A, at its own cost and expense, shall maintain its registration with WREGIS. All Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(b) For each applicable month of the Delivery Period, Seller shall deliver and convey the Allocation Quantity of Green Attributes, rounded down to the nearest whole number, within five (5) Business Days after the later of (i) the end of the month in which the WREGIS Certificates for the Green Attributes are created and (ii) the date in which Seller receives payment pursuant to Section 5.3 below for the invoice for the applicable Calculation Period to which the Monthly Cash Settlement Amount pertains, by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Party B’s WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer.

(c) In addition to its other obligations under this Section 3.2, Seller shall convey to Buyer WREGIS Certificates from the Project that are of the same Vintage as the Product that was provided under Section 3.1 of this Confirmation.

ARTICLE 4. PERFORMANCE ASSURANCE; CPUC FILING AND APPROVAL**4.1. Performance Assurance**

Notwithstanding anything in the Master Agreement to the contrary, neither Party shall be required to post Performance Assurance, collateral or other security for this Transaction.

4.2. CPUC Filing and Approval

Within sixty (60) days after the Confirmation Effective Date, Seller shall file with the CPUC the appropriate request for CPUC approval of this Agreement and possibly other RPS sales agreements. Seller shall seek CPUC approval of the filing, including promptly responding to any requests for information related to the request for CPUC approval. Buyer shall use commercially reasonable efforts to support Seller in obtaining CPUC approval. Seller and Buyer have no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement, or which fails to meet the requirements contained in the Condition Precedent section. Notwithstanding anything to the contrary in the Confirmation, Seller shall not have any obligation or liability to Buyer or any third party for any action or inaction of the CPUC or other Governmental Authority affecting the approval or status of this Confirmation as a transaction eligible for portfolio content category, as defined in California Public Utilities Code Section 399.16(b)(1).

ARTICLE 5. COMPENSATION**5.1. Calculation Period**

The "Calculation Period" shall be each calendar month, or portion thereof, during the Delivery Period.

5.2. Monthly Cash Settlement Amount

Buyer shall pay Seller the "Monthly Cash Settlement Amount," in arrears, for each Calculation Period in the amount equal to the Green Attributes Price multiplied by the Allocation Quantity (in MWhs) to be delivered or credited to Party B's WREGIS account pursuant to Section 3.2 for the applicable Calculation Period.

5.3. Payment Date

Notwithstanding any provision to the contrary in Article 6 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be made in arrears and due and payable on or before the later of (i) the twentieth (20th) day of the month in which Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, and (ii) ten (10) Business Days following Party B's receipt of an invoice issued by Seller for the applicable Calculation Period, provided that, if such day is not a Business Day, then on the next Business Day. The invoice shall include a statement detailing the quantity of Product to be delivered to Buyer for the applicable Calculation Period from each generating facility in the Project. Parties acknowledge that, due to the timing of their creation in WREGIS, Green Attributes may not have been delivered to Buyer at the time of invoice or payment for the Calculation Period with which they are associated.

Invoices to Buyer will be sent by Excel/PDF format via email to Party B's Invoice Contact set forth above in Contact Information, and for purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of the Excel/PDF format of the invoice. Payment to Seller shall be made

by electronic funds transfer pursuant to the Wire Transfer instructions set forth above in Contract Information.

5.4. Annual True-Up

(a) Monthly Cash Settlement Amount Annual True-Up. Seller shall calculate a true-up (“Annual True-Up”) for each Calculation Period in which the Forecast Adder for RPS was used to calculate the Monthly Cash Settlement Amount as an amount equal to (i) the Forecast Adder for RPS less the Final Adder for RPS, multiplied by (ii) the quantity of Product (in MWhs) that Seller delivered to Buyer and for which Seller has already issued an invoice to Buyer (the “True-Up Payment”). If the True-Up Payment is a positive amount, such amount is owed by Seller to Party B, and if the True-Up Payment is a negative amount, such amount is owed by Buyer to Party A.

(b) True-up Invoices and Payments. Within thirty (30) Business Days after the Final Adder for RPS is issued in each calendar year, Seller shall issue an invoice to Buyer for amounts owed by, or due to, Party A, as applicable, resulting from the Annual True-Up. Payment for the Annual true-up shall be due and payable by the owing party on or before the later of (i) the twentieth (20th) day of the month in which Seller issues a True-Up Payment invoice and (ii) ten (10) Business Days following Party B’s receipt of the invoice issued by Seller for the True-Up Payment, provided that, if such day is not a Business Day, then on the next Business Day.

5.5. Market Disruption

(a) For purposes of this Transaction, Section 10.16(a) of the Master Agreement is deleted in its entirety and replaced with the following:

“If a Market Disruption Event occurs and is continuing during a Calculation Period, the applicable Floating Price for the affected hours shall be determined by reference to the applicable Floating Price for the first Trading Day thereafter on which no Market Disruption Event exists; provided, however, if the applicable Floating Price is not so determined within three (3) Business Days after the first Trading Day on which the Market Disruption Event occurred or existed, then the Parties agree that the applicable Floating Price for the duration of the Market Disruption Event shall be, with respect to a Market Disruption Event to the Green Attributes Price, the Alternate Monthly REC Market Price. Notwithstanding the foregoing and subject to time limitations set forth in Section 10.16(c) below, if the Parties have determined the applicable Floating Price pursuant to this Section 10.16(a) and at a later date the responsible Price Source announces or publishes the relevant Floating Price, then such Floating Price shall be treated as a corrected price pursuant to Section 10.16(c) below.”

(b) For purposes of this Transaction, Section 10.16(b) of the Master Agreement shall be amended by deleting the definition for “Floating Price” in its entirety and replacing it with the following:

““Floating Price” means the Price Source upon which the Green Attributes Price is based.”

ARTICLE 6. PARTY A’S REPRESENTATIONS, WARRANTIES AND COVENANTS

(a) 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]**

(b) 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]**

(c) 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) For the avoidance of doubt, the term “contract” as used in the immediately preceding paragraph means this Confirmation.

(e) The term “commercially reasonable efforts” as set forth in this Article 6 shall not require Seller to incur out-of-pocket expenses in excess of twenty-five thousand dollars (\$25,000) in the aggregate in any one calendar year between the Confirmation Effective Date and the last day of the Delivery Period.

(f) In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- (i) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity; and
- (iii) At the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever.

ARTICLE 7. GENERAL PROVISIONS

7.1. Facility Identification

Upon Party B’s reasonable request, within ten (10) Business Days after the end of each month during the Delivery Period, Seller shall provide indicative identification, based on preliminary meter data, of the facility(ies) that the Product was delivered from for that month.

7.2. Audit

Buyer may, at its sole expense and during normal working hours, examine the records of Seller to the extent reasonably necessary to verify the accuracy of any statement or charge, including aggregated amounts of Delivered Energy or Scheduled Energy; however such audit rights will not apply to the output or other confidential or proprietary information of individual generation facilities.

7.3. Reserved

7.4. Reserved

7.5. Reserved

7.6. Reserved

7.7. Terminated Transaction

(a) For purposes of this Transaction, the definition of “Losses” in Section 1.28 of the Master Agreement is modified by adding to the end thereof:

“Notwithstanding the foregoing, each Party’s economic loss shall be determined using the then current Index Price plus the then current Green Attributes Price, so the Non-Defaulting Party’s Losses shall be deemed to be zero (0); provided, however, that if Seller is the Defaulting Party, Seller shall be obligated to disgorge to Buyer any profits obtained from the resale of the Allocation Quantity, unless resale is required under applicable law.”

(b) For purposes of this Transaction, Section 5.2 of the Master Agreement shall be modified to delete the following sentence: “The Gains and Losses for each Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of that Terminated Transaction.”

7.8. Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

7.9. Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a written agreement executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a written agreement executed by both Parties.

[Signatures appear on the following page.]

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

SAN DIEGO GAS & ELECTRIC COMPANY

CLEAN ENERGY ALLIANCE

BY: ^{DocuSigned by:}
Estela de Llanos
3A919B9D5C854A0

BY: ^{DocuSigned by:}
Barbara Boswell
887EFC95140346E

NAME: Estela de Llanos

NAME: Barbara Boswell

TITLE: Vice President – Energy
Procurement & Sustainability

TITLE: Chief Executive Officer

^{DS}
AS APPROVED AS TO LEGAL FORM

EXHIBIT A

TO THE CONFIRMATION BETWEEN CLEAN ENERGY ALLIANCE
AND SAN DIEGO GAS & ELECTRIC COMPANYCHART EFFECTIVE AS OF: JULY 29, 2022, AND SUBJECT TO CHANGE.
PROVIDED FOR ILLUSTRATION PURPOSES ONLY.

PROJECT FACILITY(IES) – LONG TERM CONTRACTS

Name of Facility	TECH-NOLOGY	DATE SIGNED	START DATE	LONG TERM (Y/N)	RESOURCE ID	CEC RPS ID	WREGIS GU ID	EIA ID	LOCATION
RIM ROCK	WIND	05/05/09	10/15/13	Y	N/A				MT



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 6: Consider Adopting Resolution No. 2022-006 Attesting to the Veracity of the 2021 Power Source Disclosure Reports and Power Content Label Addressing the Clean Impact, Clean Impact Plus and Green Impact Power Retail Electric Service Offerings

RECOMMENDATION

Adopt Resolution No. 2022-006 attesting to the veracity of the 2021 Power Source Disclosure Reports and Power Content Label Addressing the Clean Impact, Clean Impact Plus and Green Impact Retail Electric Service Offerings.

BACKGROUND AND DISCUSSION

As a public agency providing electric services in the state of California, Clean Energy Alliance (CEA) must comply with California's Power Source Disclosure Program, as administered by the California Energy Commission, pursuant to California Code of Regulations Sections 1391 to 1394 (Regulation) which set forth the requirements for annual power source reporting and Power Content Label preparation.

The 2021 Annual Power Source Disclosure Reports (PSD) (Attachment A, Exhibits A - C) are backward-looking and report the sources of power procured by CEA on behalf of its customers during calendar year 2021. Separate reports are prepared for each of CEA's three retail electric service offerings: Clean Impact, Clean Impact Plus, and Green Impact.

The Regulation also requires that CEA prepare an annual Power Content Label (PCL), which will be mailed to CEA's customers by October 1 of each year. The 2021 PCL (Attachment A, Exhibit D) is similar to a typical nutritional label, providing customers with information related to the power sources that were procured by CEA to meet their energy requirements as well as the greenhouse gas emissions intensity associated with each retail service offering. Each of CEA's three retail service offerings are addressed in the PCL as well as California's overall power mix, which is presented for the sake of comparison.

Section 1394.2, Subdivision (a)(1) of the Regulation addresses an independent audit requirement which is only applicable to Investor-Owned Utilities and Energy Service Providers, but not public agencies, which include Community Choice Aggregation programs.

An exception to the audit requirement is specified in Section 1394.2, Subdivision (a)(2) which states:

A retail supplier that is a public agency providing electric services is not required to comply with the provisions of subdivision (a)(1) if the board of directors of the public agency submits to the Energy Commission an attestation of the veracity of each annual report and power content label for the previous year.

The 2021 PSD reports and related 2021 PCL have been prepared in compliance with the Regulation and accurately reflects electric supply procured by CEA during 2021.

FISCAL IMPACT

The costs related to mailing the 2021 PCL have been included in the adopted Fiscal Year 2022/23 budget.

ATTACHMENTS

Attachment A Resolution No. 2022-006 Attesting to the Veracity of the 2021 Power Source Disclosure Reports and Power Content Label Addressing the Clean Impact, Clean Impact Plus and Green Impact Retail Electric Service Offerings.

**CLEAN ENERGY ALLIANCE
RESOLUTION NO. 2022-006**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CLEAN ENERGY ALLIANCE
ATTESTING TO THE VERACITY OF THE 2021 POWER SOURCE
DISCLOSURE REPORTS AND 2021 POWER CONTENT LABEL ADDRESSING
THE CLEAN IMPACT, CLEAN IMPACT PLUS AND GREEN IMPACT RETAIL
ELECTRIC SERVICE OFFERINGS**

WHEREAS, the Clean Energy Alliance (CEA) is a joint powers agency, formed in November 2019; and

WHEREAS, as a Load Serving Entity, CEA must comply with the annual Power Source Disclosure Reporting and Power Content Label requirements as established by the California Energy Commission Power Source Disclosure Program, pursuant to California Code of Regulations, title 20, Sections 1391 to 1394 (Regulations); and

WHEREAS, the CEA 2021 Power Source Disclosure Reports of CEA's three power supply products, Clean Impact, Clean Impact Plus and Green Impact (Exhibits A – C) have been prepared in compliance with the CEC Power Source Disclosure Regulations; and

WHEREAS, the CEA 2021 Power Content Label (Exhibit D) of CEA's three power supply products, Clean Impact, Clean Impact Plus and Green Impact have been prepared in compliance with CEA's Power Content Label Regulations; and

WHEREAS, the CEA Board of Directors desires to attest to the veracity of the Clean Impact, Clean Impact Plus and Green Impact 2021 Power Source Disclosure Annual Reports and 2021 Power Content Label.

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

Section 1. The above recitals are true and correct.

Section 2. The Board of Directors of the Clean Energy Alliance hereby attests to the veracity of the 2021 Power Source Disclosure Reports of the Clean Impact, Clean Impact Plus and Green Impact power supply products.

Section 3. The Board of Directors of the Clean Energy Alliance hereby attests to the veracity of the 2021 Power Content Label of the Clean Impact, Clean Impact Plus and Green Impact power supply products.

The foregoing Resolution was passed and adopted this 25th day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Kristi Becker, Chair

ATTEST:

Susan Caputo, Interim Board Secretary

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2021
Clean Energy Alliance
Clean Impact

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	5,723.31
Net Specified Procurement (MWh)	2,862
Unspecified Power (MWh)	2,861
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	2,862
GHG Emissions (excludes grandfathered emissions)	1,225
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.2140

DIRECTLY DELIVERED RENEWABLES														
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
Agua Caliente Solar - Block 1	Solar	AZ	W2427	60894A		57373	1535		1,535	1,535	-	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		

FIRMED-AND-SHAPED IMPORTS														
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?	
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360A	P150	P206	1,327		1,327	1,327	-	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		

SPECIFIED NON-RENEWABLE PROCUREMENTS														
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		

PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS														
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		
									-	-	#N/A	-		

END USES OTHER THAN RETAIL SALES	MWh

**2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2021
Clean Energy Alliance
Clean Impact Plus**

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	419,722.55
Net Specified Procurement (MWh)	313,762
Unspecified Power (MWh)	105,961
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	313,762
GHG Emissions (excludes grandfathered emissions)	45,351
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.1081

DIRECTLY DELIVERED RENEWABLES														
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
Agua Caliente Solar - Block 1	Solar	AZ	W2427	60894A		57373	2,104		2,104	2,104	-	-	N/A	
Agua Caliente Solar - Block 2	Solar	AZ	W2576	60894A		57373	4,544		4,544	4,544	-	-		
Agua Caliente Solar - Block 3	Solar	AZ	W2668	60894A		57373	3,431		3,431	3,431	-	-		
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar R	Solar	CA	W4141	60790A		57378	8,623		8,623	8,623	-	-		
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar R	Solar	CA	W2803	60790A		57378	3,355		3,355	3,355	-	-		
Cape Scott Wind - Cape Scott Wind	Wind	BC	W3959	60600A		P149	6,079		6,079	6,079	-	-		
CED Wistaria Solar, LLC - Wistaria Ranch Solar	Solar	CA	W7130	62623A		61750	10,000		10,000	10,000	-	-		
CM10 - CM10	Solar	NV	W883	60713A		56944	440		440	440	-	-		
CM48 - CM48	Solar	NV	W1460	60786A		57205	2,147		2,147	2,147	-	-		
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360A		P150	2,635		2,635	2,635	-	-		
GENESIS SOLAR, LLC - SGN-1	Solar	CA	W3790	60605A		57394	6,357		6,357	6,357	-	-		
Harvest Wind - Harvest Wind	Wind	WA	W1306	60857A		57152	3,127		3,127	3,127	-	-		
Kittitas Valley Wind Farm - Sagebrush Power Partne	Wind	WA	W1876	60939A		56858	56,138		56,138	56,138	-	-		
Meikle Wind - Meikle Wind	Wind	BC	W5189	63268A		P151	3,997		3,997	3,997	-	-		
Mojave Solar Project - Mojave Solar Project - Alpha	Solar	CA	W4255	60848A		57331	9,504		9,504	9,504	-	-		
Monroe Street HED - Monroe Street HED	Eligible hydro	WA	W218	60496A		9095	7,016		7,016	7,016	-	-		
Moose Lake Wind - Moose Lake Wind	Wind	BC	W7518	64287A		P152	706		706	706	-	-		
Nine Mile HED - Nine Mile HED	Eligible hydro	WA	W216	60497A		3869	2,002		2,002	2,002	-	-		
Nine Mile HED 2 - Nine Mile HED 2	Eligible hydro	WA	W283	60497A		3869	4,335		4,335	4,335	-	-		
Pennask Wind Farm - Pennask Wind Farm	Wind	BC	W5499	64015A		P153	732		732	732	-	-		
Post Falls HED - Post Falls 2	Eligible hydro	ID	W794	60498A		835	642		642	642	-	-		
Post Falls HED - Post Falls 3	Eligible hydro	ID	W795	60498A		835	642		642	642	-	-		
Post Falls HED - Post Falls 4	Eligible hydro	ID	W796	60498A		835	235		235	235	-	-		
Post Falls HED - Post Falls HED	Eligible hydro	ID	W220	60498A		835	2,255		2,255	2,255	-	-		
Quality Wind - Quality Wind	Wind	BC	W3160	62247A		P154	5,109		5,109	5,109	-	-		
Regulus Solar, LLC - Regulus Solar, LLC	Solar	CA	W4387	61428A		57650	10,000		10,000	10,000	-	-		
Shinsh Creek Wind Farm - Shinsh Creek Wind Farm	Wind	BC	W5500	64041A		P160	742		742	742	-	-		
Solar Alpine LLC - Solar Alpine LLC	Solar	CA	W2872	60755A		57295	3,393		3,393	3,393	-	-		
Topaz Solar Farms LLC - Topaz 1-9	Solar	CA	W3193	61698A		57695	23,662		23,662	23,662	-	-		
Upper Falls HED - Upper Falls HED	Eligible hydro	WA	W217	60499A		9096	3,608		3,608	3,608	-	-		

FIRMED-AND-SHAPED IMPORTS														
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?	
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360A	P150	P206	14,630		14,630	14,630	-	-	No	
Quality Wind - Quality Wind	Wind	BC	W3160	62247A	P154	6200	571		571	571	-	-	No	
Quality Wind - Quality Wind	Wind	BC	W3160	62247A	P154	3883	3,717		3,717	3,717	-	-	No	
Quality Wind - Quality Wind	Wind	BC	W3160	62247A	P154	P211	1,172		1,172	1,172	-	-	No	
Quality Wind - Quality Wind	Wind	BC	W3160	62247A	P154	P212	3,700		3,700	3,700	-	-	No	
Quality Wind - Quality Wind	Wind	BC	W3160	62247A	P154	P206	7,412		7,412	7,412	-	-	No	

SPECIFIED NON-RENEWABLE PROCUREMENTS														
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
Bridge River 1	Large Hydro	BC				P202	815		815	815	-	-		
Bridge River 2	Large Hydro	BC				P203	177		177	177	-	-		
Cheakamus	Large Hydro	BC				P204	149		149	149	-	-		
GM Shrum	Large Hydro	BC				P206	15,603		15,603	15,603	-	-		
Kootenay	Large Hydro	BC				P209	599		599	599	-	-		
Lake Chelan	Large Hydro	WA				6424	242		242	242	-	-		
Mica	Large Hydro	BC				P210	39,054		39,054	39,054	-	-		

Peace Canyon	Large Hydro	BC				P211	1,090		1,090	1,090	-	-	
Revelstoke	Large Hydro	BC				P212	5,487		5,487	5,487	-	-	
Rock Island	Large Hydro	WA				6200	11,790		11,790	11,790	-	-	
Rocky Reach	Large Hydro	WA				3883	19,994		19,994	19,994	-	-	
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS													
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
										-	#N/A		
										-	#N/A		
										-	#N/A		
										-	#N/A		
END USES OTHER THAN RETAIL SALES	MWh												

2021 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2021
Clean Energy Alliance
Green Impact

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	3,375.86
Net Specified Procurement (MWh)	3,376
Unspecified Power (MWh)	-
Procurement to be adjusted	0
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	3,376
GHG Emissions (excludes grandfathered emissions)	0
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.0000

DIRECTLY DELIVERED RENEWABLES														
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
Agua Caliente Solar - Block 1	Solar	AZ	W2427	60894A		57373	905		905	905	-	-		
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			

FIRMED-AND-SHAPED IMPORTS														
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?	
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360A	P150	P206	2,471		2,471	2,471	-	-	No	
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			

SPECIFIED NON-RENEWABLE PROCUREMENTS														
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			

PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS														
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			
									-	-	#N/A			

END USES OTHER THAN RETAIL SALES	MWh

2021 POWER CONTENT LABEL								
Clean Energy Alliance								
https://thecleanenergyalliance.org/key-documents/								
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)				Energy Resources	2021 CEA Clean Impact Plus Power Mix	2021 CEA Clean Impact Power Mix	2021 CEA Green Impact Power Mix	2021 CA Power Mix
2021 CEA Clean Impact Plus Power Mix	2021 CEA Clean Impact Power Mix	2021 CEA Green Impact Power Mix	2021 CA Utility Average	Eligible Renewable¹	52.1%	50.0%	100.0%	33.6%
238	472	0	456	Biomass & Biowaste	0.0%	0.0%	0.0%	2.3%
<p>Percentage of Retail Sales Covered by Retired Unbundled RECs³:</p>				Geothermal	0.0%	0.0%	0.0%	4.8%
				Eligible Hydroelectric	4.9%	0.0%	0.0%	1.0%
				Solar	20.9%	26.8%	26.8%	14.2%
				Wind	26.3%	23.2%	73.2%	11.4%
				Coal	0.0%	0.0%	0.0%	3.0%
				Large Hydroelectric	22.6%	0.0%	0.0%	9.2%
				Natural Gas	0.0%	0.0%	0.0%	37.9%
				Nuclear	0.0%	0.0%	0.0%	9.3%
				Other	0.0%	0.0%	0.0%	0.2%
				Unspecified Power²	25.2%	50.0%	0.0%	6.8%
				TOTAL	100.0%	100.0%	100.0%	100.0%
					0%	0%	0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.								
For specific information about this electricity portfolio, contact:					Clean Energy Alliance			
					1 (833) 232-3110			
For general information about the Power Content Label, visit:					http://www.energy.ca.gov/pcl/			
For additional questions, please contact the California Energy Commission at:					Toll-free in California: 844-454-2906 Outside California: 916-653-0237			



Staff Report

DATE: August 25, 2022
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Chief Executive Officer
ITEM 7: Consider Approval of Clean Energy Alliance Policy #CEA-019 Check Handling Policy

RECOMMENDATION

Approve Clean Energy Alliance Policy #CEA-019 Check Handling Policy.

BACKGROUND AND DISCUSSION

In the course of normal business Clean Energy Alliance (CEA) issues checks in payment of invoices and other liabilities such as Net Energy Metering Net Surplus Compensation payments. At times, the checks are either returned as undeliverable or remain uncashed (stale) after 90 days. The proposed CEA Check Handling Policy establishes a procedure for handling returned and stale checks.

Handling of Returned Checks

A check is considered returned if the post office is unable to deliver the check to the intended payee. The proposed policy establishes the following procedures related to returned checks:

- 1) If a check is returned by the post office as undeliverable, the address of the payee should be researched to determine whether the original address had any errors, such as incorrect zip code, or if there is an updated mailing address.
- 2) If mailing address corrections are identified, the original check is to be voided and a new check issued.
- 3) If the check returns a second time, the check is to be voided and funds moved to an unclaimed funds account.
- 4) If no mailing address correction is identified, the check is to be voided and funds moved to an unclaimed funds account.
- 5) If the payee contacts CEA requesting reissue, the payee must provide evidence they are the payee and the updated mailing address.
- 6) The check will be reissued from the unclaimed funds account.

Handling of Stale Checks

A check is considered stale if it remains uncashed after 90 days. The proposed policy established the following procedures related to stale checks:

- 1) If a check remains uncashed after 90 days, it will be considered stale.
- 2) If the check is greater than or equal to \$100, CEA will automatically reissue the check.
- 3) If the reissued check remains uncashed after 90 days, it will be considered stale, and the check will be voided, and funds moved to an unclaimed funds account.
- 4) If the check is less than \$100, the check will be voided, and funds moved to an unclaimed funds account.
- 5) If the payee contacts CEA requesting the check be reissued, the payee must provide evidence they are the payee and confirm the proper mailing address.
- 6) The check will be reissued from the unclaimed funds account.

FISCAL IMPACT

There is no fiscal impact of this action.

ATTACHMENTS

Proposed Clean Energy Alliance Policy #CEA-019 Cash Handling Policy



CEA-019

Check Handling Policy

1.0 PURPOSE

The purpose of this Check Handling Policy (“Policy”) is to establish standard operating procedures and guidelines for handling returned and stale dated checks.

2.0 APPLICABILITY

This Policy applies to all checks issued by Clean Energy Alliance (CEA).

3.0 DEFINITIONS

Term	Definition
Returned Check	A check is “Returned” when the post office is not able to deliver to the intended payee.
Stale Check	A check becomes Stale when it is uncashed after 90 days.

4.0 HANDLING OF RETURNED CHECKS

- 1) If a check is returned by the post office as undeliverable, the address of the payee should be researched to determine whether the original address had any errors, such as incorrect zip code, or if there is an updated mailing address.
- 2) If mailing address corrections are identified, the original check is to be voided and a new check issued.
- 3) If the check returns a second time, the check is to be voided and funds moved to an unclaimed funds account.
- 4) If no mailing address correction is identified, the check is to be voided and funds moved to an unclaimed funds account.
- 5) If the payee contacts CEA requesting reissue, the payee must provide evidence they are the payee and the updated mailing address.
- 6) The check will be reissued from the unclaimed funds account.

5.0 HANDLING OF STALE CHECKS

- 1) If a check remains uncashed after 90 days, it will be considered stale.
- 2) If the check is greater than or equal to \$100, CEA will automatically reissue the check.
- 3) If the reissued check remains uncashed after 90 days, it will be considered stale, and the check will be voided, and funds moved to an unclaimed funds account.

- 4) If the check is less than \$100, the check will be voided, and funds moved to an unclaimed funds account.
- 5) If the payee contacts CEA requesting the check be reissued, the payee must provide evidence they are the payee and confirm the proper mailing address.
- 6) The check will be reissued from the unclaimed funds account.

DRAFT



Staff Report

DATE: August 25, 2022
TO: Clean Energy Alliance Board of Directors
FROM: Barbara Boswell, Chief Executive Officer
ITEM 8: Consider Appointment of Andy Stern as Interim Chief Financial Officer/Treasurer

RECOMMENDATION

Appoint Andy Stern as Interim Chief Financial Officer/Treasurer.

BACKGROUND AND DISCUSSION

Section 5.4 of the Clean Energy Alliance (CEA) Joint Powers Agreement (JPA) specifies that the CEA Board appoint a Treasurer/Chief Financial Officer and Auditor (CFO). Since CEA's inception, Marie Berkuti has served as CEA's Interim CFO. Marie's contract with CEA expires August 31, 2022. Ms. Berkuti has been instrumental in CEA's startup and establishing internal controls to ensure the organization is sustainable long-term.

Through recruitment efforts, CEA connected with Andy Stern. Mr. Stern recently retired from his prior position as Chief Financial Officer and Treasurer for Peninsula Clean Energy Authority, which he held since 2018. Mr. Stern's experience includes:

- Managing a budget of \$275 Million
- Oversaw financial impacts of energy hedges/power purchase agreements to minimize risks of volatile energy markets
- Presented financial information in public meetings
- Oversight of \$180 million investment portfolio
- Developed financial and cash forecasting models

Mr. Stern's experience and expertise make him the best qualified candidate for CEA's Interim CFO/Treasurer position.

FISCAL IMPACT

Funds for the Interim CFO are included in the adopted Fiscal Year 2022/23 budget.

ATTACHMENTS

None



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 9: Clean Energy Alliance Operational, Administrative and Regulatory Affairs Update

RECOMMENDATION

- 1) Receive and File Operational and Administrative Update Report from Chief Executive Officer.
- 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 operational, administrative, and regulatory affairs activities.

OPERATIONAL UPDATE

Net Energy Metering True-Ups

With CEA completing its first year of operation, CEA is begun processing annual true-ups for Net Energy Metering (NEM) customers. The annual true-up consists of analyzing each customer's account to determine whether they have accrued net surplus generation, meaning the customer's system generated more electricity than the customer used, and is due a payment from CEA based on CEA's Net Surplus Compensation rate. In addition, customers that have accumulated a net charge due to CEA will see that net charge presented on their bill as due and payable.

With the May and June NEM true-ups, nearly 1,500 customers have earned Net Surplus Compensation (NSC) at CEA's \$.06 per kWh. This compares to San Diego Gas & Electric's (SDG&E) NSC rate of \$.03387 for customers with a May true-up and \$.02887 for customers with a June true-up.

Customers whose NSC is \$100 or more will receive a check from CEA by the end of August. For those with NSC less than \$100, the NSC will roll over to the next relevant period to apply against future charges.

Throughout the past year, CEA NEM customers saw their charges or credits presented on the bill, and then an offset to that charge or credit, so the total due to CEA was zero each month. CEA tracked the activity throughout the month in an escrow account, to be settled at the end of the relevant period. Customers were kept abreast of the balance in their account, for both net dollar activity and kWh activity by a footnote under their CEA charges.

An improvement that CEA has implemented during August, to better align with how SDG&E manages their NEM program, is transitioning from the current annual NEM true-up to a monthly true-up. This means that when a customer has an amount due in any given month, that amount due will remain on the customer’s bill. The charges will not be payable until the end of their relevant period, however, they will have the option to pay should they choose. This gives customers the greatest flexibility in managing their electric charges and avoids unexpected bills at the end of their relevant period. Customers that have accumulated a balance due will see this total balance appear on their next bills. It’s important to note that, similar to SDG&E’s charges, the amount owed is not payable until the end of their relevant period. Customers that have an accrued credit will have that credit roll forward to offset future charges during their relevant period.

Joint Rate Comparison Mailing

Pursuant to the California Public Utilities Commission (CPUC) Code of Conduct, CEA and SDG&E work together to develop joint rate comparisons (JRC) for our customers. These JRCs are posted to the respective agency websites and updated within 60 days of any rate change. Annually, customers are mailed a joint rate comparison that also includes information on the power mix of energy procured. The 2022 Joint Rate Mailers are set to be received by customers no later than September 1. The Mailers are being distributed via email for those customers that have indicated a preference for emailed communications and US mail for all others. The mailers have been calculated based on residential rate TOU-DR1 for CARE and non-CARE customers and TOU-A for commercial customers, with specific Mailers for customers in 2017 Power Charge Indifference Adjustment and 2020 Power Charge Indifference Adjustment vintages. In addition to being distributed to customers, the Mailers will be available on CEA’s website.

Expansion of Clean Energy Alliance

Clean Energy Alliance (CEA) is planning two service expansions over the next two years:

- April 2023 – Escondido and San Marcos Service Enrollments
- April 2024 – Oceanside and Vista Service Enrollments

The chart below reflects activities related to the expansions over the six months:

ACTIVITY	TIMING	STATUS
Draft Implementation Plan Amendment – Oceanside & Vista to CEA Board	October 27, 2022	In Progress
Marketing & Outreach – Escondido & San Marcos	November 2022 – April 2023	
CEA: File Implementation Plan Amendment	By December 31, 2022	
Default Power Supply Selection – Escondido & San Marcos	November 2022	

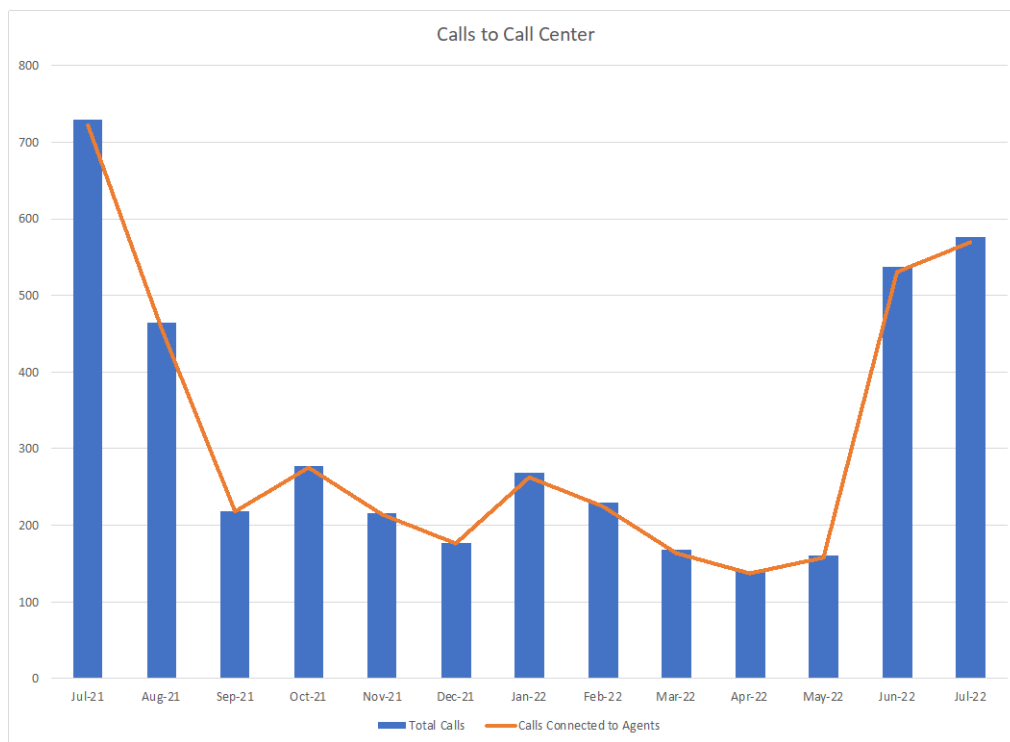
Noticing – Escondido & San Marcos	February/March/May June 2023	
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Risk Oversight Committee

The next meeting of the Risk Oversight Committee is scheduled for September 1, 2022.

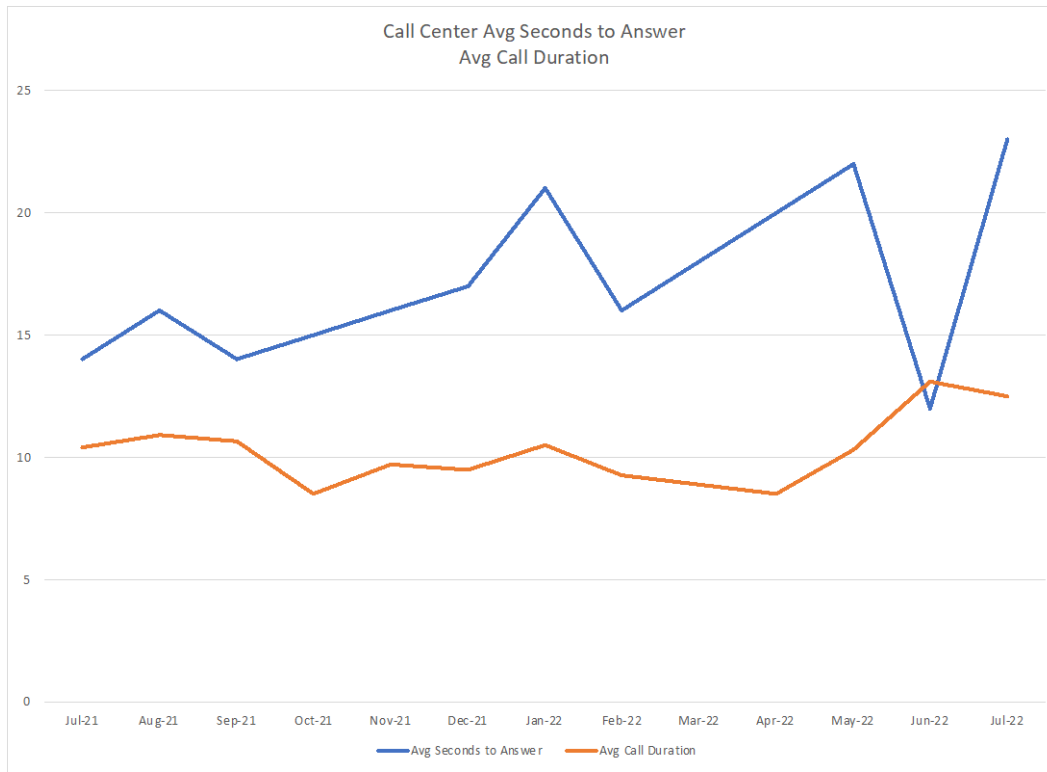
Call Center Activity

The charts below reflect customer activity through July 31, 2022:

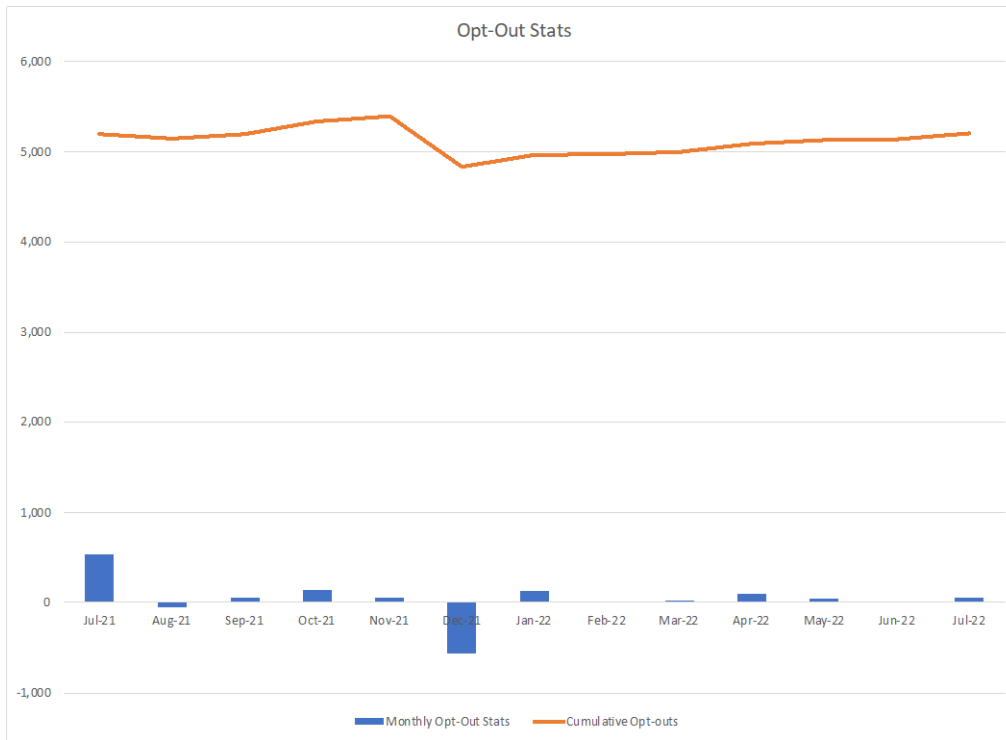


There was an increase in calls primarily due to the annual Net Energy Metering true-up that was presented on bills during May and June.

The chart below reflects call center average seconds to answer and average call duration:



The following chart reflects the monthly and cumulative opt-outs for CEA.



CEA realized a net increase in opt outs in June of 63 service accounts with an overall participation rate of 92.22%.

Enrollments in CEA’s power supply products are:

POWER SUPPLY PRODUCT	JUNE 2022	JULY 2022	Net Change
Clean Impact – 50% Renewable	146	158	+ 12
Clean Impact Plus - 75% Carbon Free	59,373	59,342	- 31
Green Impact – 100% Renewable	401	407	+ 6

Resource Adequacy Compliance

The Year-Ahead Resource Adequacy (RA) has begun for calendar year 2023, with the initial forecast filed in April 2022. CEA is coordinating with San Diego Gas & Electric (SDG&E) for its 2023 forecast related to accounting for Escondido and San Marcos customers transferring from SDG&E to CEA in 2023. CEA received its final RA obligation in July 2022 and is evaluating current RA positions against the procurement obligations.

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

VENDOR	DESCRIPTION	AMOUNT
Andy Stern	Interim Chief Financial Officer/Treasurer	Not to Exceed \$75,000

REGULATORY UPDATE

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

FISCAL IMPACT

There is no fiscal impact by this action.

ATTACHMENTS

Attachment A – Tosdal APC Regulatory Update Report

Legislative and Regulatory Update

August 25, 2022

- Inflation Reduction Act
- SDG&E General Rate Case (“GRC”)
- New CPUC Demand Flexibility Rulemaking



Inflation Reduction Act of 2022

Overview

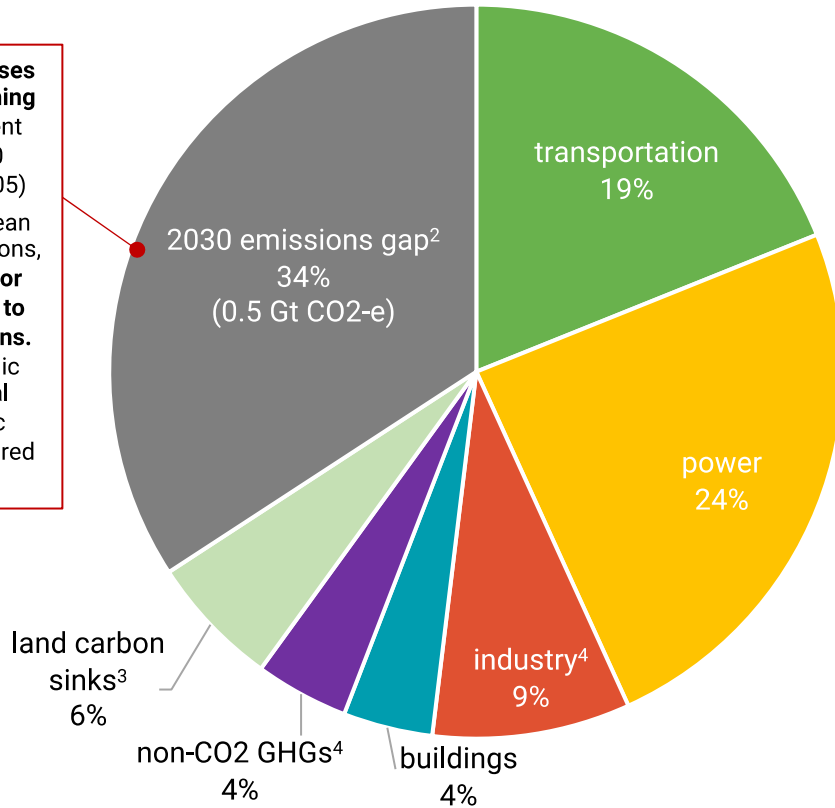
- Comprehensive bill to replace Biden Administration's Build Back Better – includes health care, climate, and tax legislation
- Energy and Climate Change Goals:
 - Lower consumer energy cost
 - Increase American energy security
 - Invest in decarbonizing all sectors of the economy
 - Focus investments into disadvantaged communities



Contributions to Additional Net U.S. Greenhouse Gas Emissions Reductions Below Current Policy Needed to Reach 2030 Climate Target

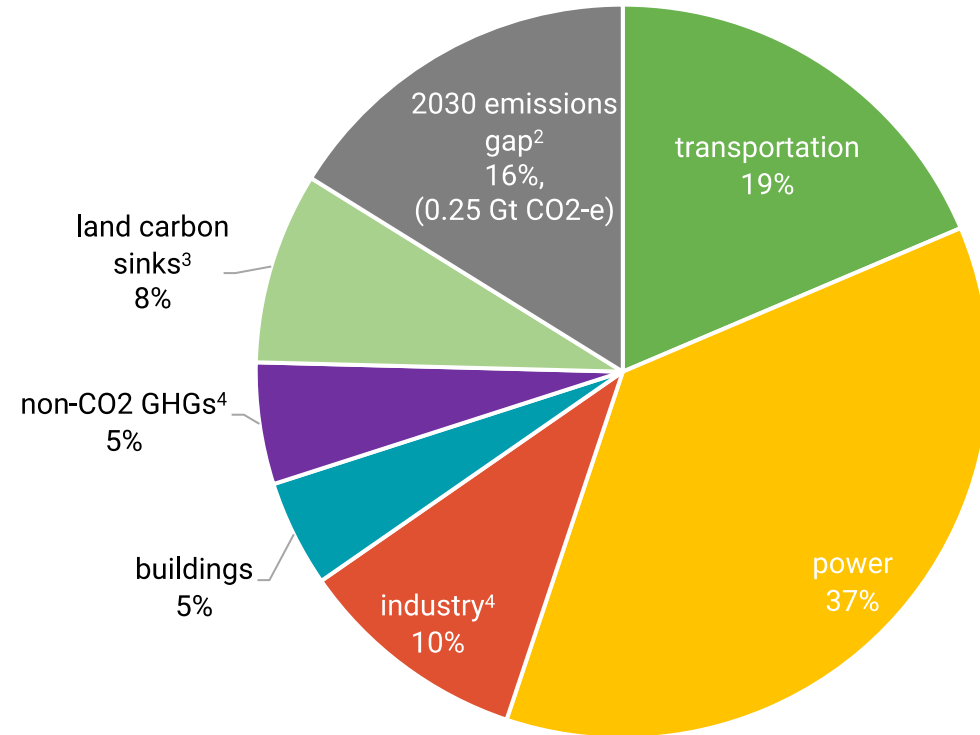
percentage of net emissions reductions relative to Current Policy (including the Bipartisan Infrastructure Law) to reach 50% below 2005 levels (-1.5 Gt CO₂e)¹

Senate *Inflation Reduction Act*



The *Inflation Reduction Act* closes about two-thirds of the remaining emissions gap between current policy and the nation's 2030 climate target (50% below 2005). By driving down the cost of clean energy and other climate solutions, the Act also makes it easier for states or cities or companies to increase their climate ambitions. It also reinforces the economic benefits of any future federal regulations. (These dynamic effects of the bill are not captured in this modeling.)

House *Build Back Better Act*



1 - CO₂-equivalent emissions calculations use IPCC AR4 100 year global warming potential as per [EPA Inventory of Greenhouse Gas Emissions and Sinks](#). All values should be regarded as approximate given uncertainty in future outcomes.

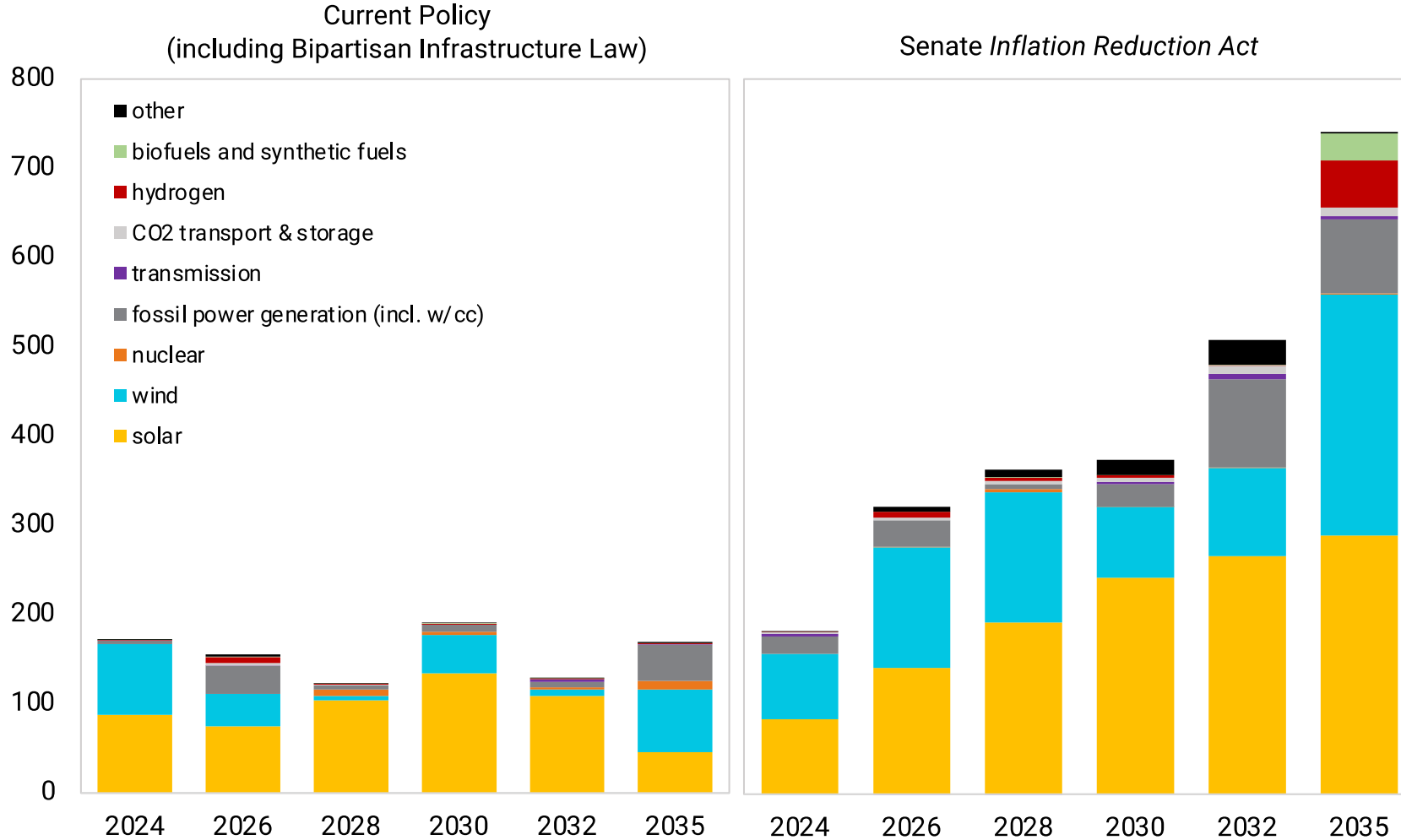
2 - Results reflect preliminary modeling based on the [July 27, 2022 draft legislation](#).

3 - Impact on land carbon sinks based on analysis by [Energy Innovation](#).

4 - Results reflect average of estimated high and low oil & gas production scenarios, which span +/- 20 Mt CO₂-e in 2030 (see p. 14-15).

Annual capital investment in energy supply related infrastructure

Billion 2018 USD per year



The Inflation Reduction Act would drive nearly \$3.5 trillion in cumulative capital investment in new American energy supply infrastructure over the next decade (2023-2032).

That includes more than \$20 billion in annual investment in CO₂ transport & storage and fossil power generation w/carbon capture by 2030.

Annual investment in hydrogen production (including electrolysis and methane reforming w/carbon capture) increases to \$3 billion annually by 2030, triple levels under current policy, and rises to over \$50 billion by 2035.

The Act has the greatest impact on investment in wind power and solar PV, which nearly doubles to \$321 billion in 2030, versus \$177 billion under current policy.

The Act will drive substantial additional investments by households and businesses on the demand side of the energy system, including purchases of more efficient and electric vehicles, appliances, heating systems, and industrial process.

It also provides tens of billions of dollars in grants, tax credits, and loan programs to develop manufacturing and supply chains for clean energy components, batteries, electric vehicles and critical minerals, spurring additional capital investment (and associated jobs) not captured in this report.

Inflation Reduction Act

Lower Consumer Energy Costs

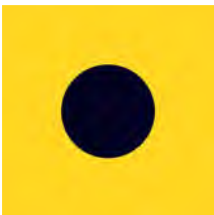
- \$9 billion in consumer home energy rebate programs
- 10 years of consumer tax credits to make homes energy efficient
- Tax credit for lower/middle income individuals to buy clean vehicles
 - \$4,000 for used vehicle
 - \$7,500 for new vehicle
- \$1 billion grant program to make affordable housing more energy efficient



Inflation Reduction Act

Energy Security and Domestic Manufacturing

- Production tax credits to accelerate U.S. manufacturing of solar panels, wind turbines, batteries, and critical minerals processing
- \$10 billion investment tax credits to build clean technology manufacturing facilities
- \$500 million in the Defense Production Act for heat pumps and critical minerals processing
- \$2 billion in grants to retool existing auto manufacturing facilities to manufacture clean vehicles
- Up to \$20 billion in loans to build new clean vehicle manufacturing facilities
- \$2 billion for National Labs to accelerate energy research



Inflation Reduction Act

Decarbonize the Economy

- Tax credits for clean sources of electricity and energy storage and roughly \$30 billion in targeted grant and loan programs for states and electric utilities to accelerate the transition to clean electricity
- Tax credits and grants for clean fuels and clean commercial vehicles
- Grants and tax credits to reduce emissions from industrial manufacturing processes
- Over \$9 billion for Federal procurement of American-made clean technologies
- \$27 billion clean energy technology accelerator to support deployment of technologies to reduce emissions
- Methane Emissions Reduction Program



Inflation Reduction Act

Communities and Environmental Justice

- \$3 billion in Environmental and Climate Justice Block Grants – invest in community led projects and community capacity building centers
- \$3 billion in Neighborhood Access and Equity Grants – support neighborhood equity, safety, and affordable transportation access
- \$3 billion in Grants to Reduce Air Pollution at Ports – support purchase and installation of zero-emission equipment and technology
- \$1 billion for clean heavy-duty vehicles – school buses, transit buses, and garbage trucks
- Many of the other programs previously mentioned also have an environmental justice or low-income benefit/focus



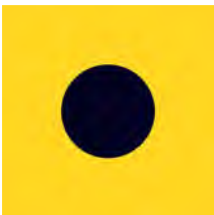
SDG&E General Rate Case ("GRC")

- Prehearing conference was held on July 27, 2022
- Focus on:
 - Scoping Issues
 - Scheduling
 - Public Participation Hearings



SDG&E General Rate Case ("GRC") Scoping Issues

- *Should cost functionalization methodologies be reviewed in GRC Phase 1 as proposed by the Joint CCAs? If yes, is it encompassed in one of the main issues discussed earlier. Please define cost functionalization as you understand it for the benefit of all participants.*
 - Background: Joint CCAs raised issue. Sempra (SDG&E and SoCal Gas) said that cost allocation among customer classes is out of scope.
 - Term borrowed from PG&E GRC Decision, D. 20-12-005.
 - Refers to the process by which costs are allocated across various utility functions (i.e., electric generation and delivery functions).
 - Administrative Law Judge seemed to agree with us, but we will not know for sure until final scoping memo is released in the next month or two



SDG&E General Rate Case ("GRC")

Scheduling and Public Participation Hearings

- **Scheduling**

- Parties addressed proceeding schedule.

- **Public Participation Hearings**

- Time, duration and location are being decided now.
- San Diego Community Power is planning to send a letter to the CPUC requesting in person hearings. If the Board is interested in joining in on the letter, we can discuss this further with Barbara.



Demand Flexibility

Rulemaking 22-07-005

- New CPUC rulemaking filed July 14, 2022
- The CPUC is embarking on a significant overhaul to demand response rules, and this rulemaking will consider updates to:
 - The Commission's rate design principles,
 - Guidance principles for demand flexibility, and
 - How to streamline the patchwork of niche rates and programs to expand the use of demand flexibility beyond early adopters.



Demand Flexibility Objectives

- Enhance the reliability of California's electric system;
- Make electric bills more affordable and equitable;
- Reduce the curtailment of renewable energy and greenhouse gas emissions associated with meeting the state's future system load;
- Enable widespread electrification of buildings and transportation to meet the state's climate goals;
- Reduce long-term system costs through more efficient pricing of electricity; and
- Enable participation in demand flexibility by both bundled and unbundled customers.



Demand Flexibility Strategies

- Provide universal access to the current electricity price through a statewide internet-based price portal that provides the current composite electricity price specific to each customer at any time.
- Introduce dynamic energy prices based on real-time wholesale energy costs that reflect the localized marginal cost of energy.
- Incorporate dynamic capacity prices based on real-time grid utilization.
- Offer bi-directional electricity prices that allow customers to import and export energy based on the same dynamic, composite prices.
- Offer a subscription option based on customer-specific load shapes.
- Enable transactive features that allow customers to lock in electricity prices to import or export a pre-determined quantity of energy at some future time.





Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 10: Consider Appointments for Clean Energy Alliance Community Advisory Committee for Cities of Del Mar and Solana Beach

RECOMMENDATION:

- 1) Approve Clean Energy Alliance Community Advisory Committee Nominees for City of Del Mar for term ending December 2022.
- 2) Approve Clean Energy Alliance Community Advisory Committee Nominees City of Solana Beach for term ending December 31, 2023.

BACKGROUND AND DISCUSSION:

At its regular Board meeting June 30, 2022, the Clean Energy Alliance (CEA) Board declared Community Advisory Committee (CAC) vacancies for representatives in the cities of Del Mar and Solana Beach and directed applications to be accepted through August 1, 2022. The vacancies are due to resignations by the prior committee members.

CEA advertised the openings on its social media, posted a notice along with the application on its website, and worked with staff of the cities of Solana Beach and Del Mar to advertise the vacancies. Applications received by the CEA Board Secretary from individuals interested in serving on the CAC were provided to board members based on the community the applicant was from. The Board members are to nominate the candidate for their community from the applications received.

The CAC meets bi-monthly on the first Thursday of each month and addresses a workplan established by the CEA Board. The next meeting of the CAC is scheduled for Thursday October 6, 2022.

FISCAL IMPACT

There is no fiscal impact by the CAC appointments.

ATTACHMENTS

Redacted Applications for Community Advisory Committee Members for cities of Del Mar and Solana Beach



Clean Energy Alliance Community Advisory Committee Application

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

NAME: Dolores Davies Jamison
ADDRESS: 1, Delmar 92014
PHONE: _____ EMAIL: delmar@delmar.com

Are you a resident/business owner of one of the CEA member cities?

If yes, which city: Del Mar

Please attach a current resume and respond to the following questions. Please attach a separate sheet if additional space is needed.

What experience/perspective will you bring to the committee?

After approximately 6 years of service, I recently stepped down from Del Mar's Sustainability Advisory Committee, where I provided regular guidance and leadership on communications and community outreach. I also directed communications and community engagement

efforts for 9 years at the UCSD Library and have more than 20 years of strategic communications and community outreach experience at UCSD.

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

Besides my familiarity with clean energy and sustainability issues due to my service on SAC, I promoted UCSD's first sustainability program and wrote articles and news releases on the university's sustainability efforts. I was on the SAC when it recommended that the Del Mar City Council join the CEA.

Do you have any interests or associations that might present a conflict of interest? If yes, please explain:

No

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

In collaboration with other committee members, I hope to provide excellent, thoughtful, and when needed, strategic guidance to the CEA Board on community outreach and communications needs.

Please provide three references

Name	Phone Number	Relationship
Dave Druker		neighbor
Dwight Worden	19
Don Mosier	:

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature: [Handwritten Signature]
Date: July 23, 2022

Completed applications should be emailed to: Secretary@TheCleanEnergyAlliance.org

DOLORES DAVIES JAMISON

PROFILE

A seasoned communications and engagement professional with more than 25 years of experience in strategic communications and community engagement, including media relations and outreach, creative event planning, speechwriting, issues management, publications development, and social media strategy. After retiring from UC San Diego in 2017, I have worked as a freelance writer and editor and volunteered with a variety of environmental organizations, including Del Mar's Sustainability Advisory Committee.

DIRECTOR OF COMMUNICATIONS & ENGAGEMENT; UC SAN DIEGO LIBRARY,
SAN DIEGO, CA —2008-2017

As the Library's first director of communications and engagement, I was charged with launching a comprehensive communications and outreach program for the Library. In that capacity, I initiated a new UCSD Library program on UCTV; Led a team of professionals in planning and executing a series of compelling community events; Guided a social media team in effectively engaging patrons and supporters; Oversaw the development of an online newsletter to communicate to target audiences; Provided speechwriting services to the University Librarian; handled media inquiries and provided guidance to Library leadership on sensitive issues; Worked with University Publications in developing a new brand for the Library; Managed and provided guidance to communications and outreach staff.

EXECUTIVE DIRECTOR; UNIVERSITY COMMUNICATIONS & PUBLIC AFFAIRS;
UC SAN DIEGO, SAN DIEGO, CA—2004-2008

As the executive director for the University's Communications & Public Affairs Office, I played a leadership role in guiding, developing, and implementing a wide range of communications and outreach efforts to promote university research, university programs, and staff and student activities. I also provided counsel to the university leadership on sensitive issues and offered strategic guidance on branding, sustainability, and media and governmental relations. In this role, I also helped to oversee the development and publication of the university's annual report and interfaced with members of the news media and the local community on university issues.

ACTING ASSOCIATE VICE CHANCELLOR; UNIVERSITY COMMUNICATIONS & PUBLIC
AFFAIRS, UC SAN DIEGO, SAN DIEGO, CA — 2003

Played a leadership role in representing UCPA with campus leadership; Provided campus leaders with essential and strategic guidance on a broad range of campus issues; Helped plan and implement significant campus events; Provided speechwriting services to campus leaders; Directed campus branding and external positioning to effectively represent the university; Oversaw the work of multiple professional and administrative staff members.

EDUCATION

UNIVERSITY OF CALIFORNIA, LOS ANGELES, B.A. IN POLITICAL SCIENCE

OTHER WORK EXPERIENCE

More than six years of service on the City of Del Mar's Sustainability Advisory Committee; longtime member of the Del Mar Garden Club; Volunteer and support efforts with various

environmental organizations, including the North County Climate Change Alliance, the Green Infrastructure Consortium and Citizens' Climate Lobby.



Clean Energy Alliance Community Advisory Committee Application

CAC Purpose & Objectives

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NAME: Jennifer Anderson

ADDRESS: _____

PHONE: _____

EMAIL: _____

Are you a resident/business owner of one of the CEA member cities?

If yes, which city: Del Mar

Please attach a current resume and respond to the following questions. Please attach a separate sheet if additional space is needed.

What experience/perspective will you bring to the committee?

I bring my experience and perspective from 30 years in technology marketing.

My experience spans partner and customer outreach and engagement, digital marketing, training, events and communications.

Currently, I work in Global Partner Marketing for Intel where I oversee an \$45M annual co-marketing budget and work to engage and influence

key technology partners to align on strategic priorities and work together to develop and execute effective co-marketing strategies and campaigns to drive sales and brand preference,

I also bring a passion for the environment and finding solutions for our climate challenges. In October 2021, I completed the Climate Reality Leadership Project's Climate Reality Leadership training.

I am new to (and excited to be part of) the Del Mar and the North County area.

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

Throughout my career I have developed and managed community outreach and engagement strategies and programs targeted towards both existing and prospective customer and technology partner audiences. With the approach typically being to engage, educate and incent the respective audiences towards action whether it be a purchase or activating the partner to adopt and/or sell Intel technologies.

I have worked across both digital and in real life outreach and engagement strategies.

Do you have any interests or associations that might present a conflict of interest? If yes, please explain:

No, I don't have any interests or associations that might present a conflict of interest.

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

I hope to help accelerate the adoption of clean renewable energy within Del Mar and North County so that our communities can meet or exceed our Climate Action Plan targets for reducing greenhouse gas emissions.

In addition, I also would like to help drive the success of CEA's additional programs including vehicle electrification and programs to assist disadvantaged communities.

Please provide three references

Name	Phone Number	Relationship
Rich Bokal		Architect in Del Mar
Kathy Graham		Neighbor in Del Mar
Christine Dickinson		College Friend in San Diego

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature: Jennifer Lynn Anderson

Date: 7/26/2022

Completed applications should be emailed to: Secretary@TheCleanEnergyAlliance.org

PROFESSIONAL SUMMARY

Versatile and results-oriented marketing professional with demonstrated results leading teams, building relationships and driving collaboration across all organizational levels, functions and geographies to champion and drive marketing strategies, programs, events and partnerships that deliver measurable business results.

EXPERIENCE

Global Partner Marketing Manager Intel Corporation 5/2019 - Present
Oversee an annual co-marketing budget of more than \$45M. Engage and influence key technology partners to align on strategic priorities and work together to develop and execute effective co-marketing strategies and campaigns to drive sales and brand preference,

Marketing Manager, North America Training & Events Intel Corporation 6/2014 – 5/2019
Lead the successful planning, execution and measurement of B2B and B2C events to drive Intel business results and impact measurable objectives around both demand and brand. Responsibilities include defining event strategy, metrics, customer experience and plan of record; establishing core team roles and responsibilities; managing team of cross-organizational internal people, suppliers, vendors and selling partners in the end to end process of planning and delivering the event experience and outcomes needed; managing and tracking event budget and metrics and leading executive reviews of event strategy, status, metrics and post-event debrief.

Event Marketing Strategy & Management

- Lead teams in the end-to-end planning, execution and measurement of B2B events to deepen relationships and increase revenue with executives at existing and new prospective customers. Events supported to further objectives of SMG marketing campaigns and account-based marketing programs include AT&T Executive Business Summit, Digital Signage Expo, NRF, Connected Health Conference and Verizon Tech Pulse.
- Core team member of Intel Solutions Summit/Intel Partner Connect event team for the past three years. Lead and managed team of BU and SMG people in the development and execution of the solutions showcase and all breakout sessions. In 2017, delivered 62 unique breakout sessions with a 96% overall attendee satisfaction rate and 111 technology demos with a 97% attendee satisfaction rate.
- Lead teams in conceptualizing and delivering interactive, high-energy, immersive brand experiences and messaging at large gaming and eSports events including TwitchCon, PAX East, PAX West, PAX South, BlizzCon and Intel Extreme Masters to engage our critical gaming audience and drive processor relevance, Intel processor preference, brand impact and sales conversions through to both on-site and online retail partnerships (eg. Amazon.com, Newegg.com). Developed strategy and integrated tactics including influencers (pro-gamers, Twitch streamers, technology influencers, cosplay), social media, retail partners and offers, immersive gaming and live streaming experiences to achieve event objectives. Consistently delivered an uplift in brand metrics along with a 13.3x ROI on PAX East 2017 and a ROI on 10.75xTwitchCon 2017.

Sales Partner Training & Enablement

Develop and manage the delivery and results of online and face-to-face training programs for executives and sales teams at Intel selling partners including Intel Technology Providers, distributors, NSPs, ISVs, VARs and OEM call centers to accelerate the transition to new Intel technologies, enable our partners to become Intel advocates and trusted advisors to their customers and help our partners grow their business.

- Form and lead a team of BU subject matter experts and SMG sales to define the overall breakout agenda and develop and deliver 40-60 breakout sessions each year to engage, educate and activate Intel's top external selling partners at Intel's annual partner sales conference.
- Manage all aspects of Intel Virtual Technology Conference, a full-day virtual conference of 30 online training courses, 7 live demos and 20 virtual exhibitors for Intel Technology Provider partners drawing 2,000 virtual attendees who participate for an average of 5 hours per conference twice each year.
- Develop and deliver face-to-face training for OEM call center partners at HP, Lenovo and Dell

Digital Marketing Specialist Global Marketing & Communications, Intel 8/2012 – 6/2014
Lead and manage the development and execution of online sales enablement campaigns designed to educate, enable and incent Intel Technology Provider partners worldwide on the latest Intel products, technologies and solutions and how to leverage them to deliver new customer solutions and win new business. Identify geo requirements and enable worldwide adoption. Conducted focus groups to gather partner input on effectiveness of training and enablement campaigns and to identify insights on how to continue to optimize. Deliver quarterly metrics review with WW stakeholders to identify key learnings and opportunities for continuous optimization.

- Increased unique visitors to 4th Gen Quad launch online training and enablement content by 245% over 3rd Gen launch
- Delivered sales enablement campaigns that had the highest level of engagement of all Intel B2B web content in 2013

Channel Marketing Manager North America Reseller Sales Organization, Xerox 1/2009 – 8/2012
Develop messaging, programs, training, sales tools, incentives and promotions that educate, enable and incent Xerox reseller partners to drive and win new Xerox business and grow sales revenue. Research, identify and evaluate marketplace trends and technologies in mobile, security and electronic document management to identify opportunities and requirements for Xerox indirect channels. Develop and manage launch and marketing plans for Xerox independent software vendor partner solutions in the categories of mobile, security and electronic document workflow. Deliver vertical and horizontal solutions-oriented programs and initiatives to position and differentiate Xerox

independent software vendor solutions to meet key customer business needs. Developed quarterly promotions to drive sell-through in Federal and Education segments.

- Grew software sales revenue year over year (172% in 2009, 6% in 2010, 85% in 2011)
- Managed launch of Xerox Mobile Print Solution and Xerox Financial Services Leasing Program to partners
- Conducted surveys to identify partner attitudes, experience and priorities surrounding Xerox software solutions

Marketing Manager, Online Retail Channel North America Reseller Sales Organization, Xerox 9/2007 – 1/2009

Developed and managed online merchandising and marketing programs to drive e-commerce sales of Xerox printers and multifunction printers through the online retail channel. Managed marketing relationships with online retail partners including Amazon.com, Costco.com, Staples.com, Newegg.com, Officemax.com and Officedepot.com. Worked closely with buyers, product managers, category managers and merchandising managers at online retail partners to develop co-marketing and online advertising plans to meet sales and ROI goals for the Xerox online retail channel. Communicated merchandising plans and sales forecasts to product planning teams, distributors and other internal stakeholders to coordinate inventory requirements. Continuously measured, analyzed and reported on e-commerce sales revenue and online marketing program results to test and optimize performance on an ongoing basis to ensure inventory revenue growth goals were met.

- Managed \$2.8M online retail marketing budget and drove \$16M in sales revenue through online retail channel in 2008
- Increased unit sales through online retail channel by 35% YOY and equipment sales revenue by 25% YOY, despite challenging economic environment, declining prices and flat growth in the printer market

Web Marketing Manager Xerox Corporation (Contract) 4/2006 – 9/2007

Researched and profiled business needs and buying behavior of small and medium-size businesses through secondary research sources (Forrester, IDC, Jupiter, NPD) and managed an outside research firm in the development and execution of a primary research study. Measured and profiled Xerox.com site visitor behavior through the analysis of website traffic, action conversions and the development of website polls and questionnaires. Developed and executed online marketing plan to build awareness, drive traffic and create a preference for Xerox among SMB principals. Developed and managed SMB web content, promotions and PPC program to deliver increased SMB traffic, website actions and revenue generation. Served as "trusted advisor" to the corporate SMB team and managed projects from concept to completion by developing and managing internal teams and coordinating internal staff and resources. Measured and monitored results of programs in order to continue to improve marketing strategies and programs. Presented monthly report of findings and program results to executive sponsor.

- Increased traffic to SMB site by 297% and action conversion rate by 337% YOY in 2006
- Increased online inquiries year-over-year from the SMB site by 223% in 2006

Internet Marketing Manager Inspiration Software, Inc. 5/2005 – 2/2006

Managed corporate website and online marketing programs for industry leading developer of visual learning software for K12 schools and districts worldwide. Developed and executed demand generation programs and supported sales channels in driving revenue and managing existing accounts by developing email marketing programs, special offers and promotions and online sales tools.

- Selected and implemented email marketing tool and processes to track and optimize ROI of email marketing programs
- Established HTML-based email newsletters that achieved 24-54% open rates and 5-10% click-thru rates
- Delivered promo resulting in \$900K+ in online price quotes within 3 mos from new customer segment and 33% ROI within first year
- Identified and implemented database and website enhancements to better segment customers and prospective customers to enable more relevant, effective and cost-effective targeting

Marketing Manager Northwest Analytics 1/2003 – 4/2005

Served as a member of the corporate operations team. Developed and implemented marketing and communications strategies and programs for a developer of manufacturing process analytics (statistical process control) software to generate demand and increase customer penetration among IT directors at Fortune 1,000 manufacturing companies. Lead cross-functional teams in the development and execution of all marketing and communications programs including product launches, public relations, email marketing, special offers and promotions, website strategy, events, direct marketing, print and online advertising, telemarketing and sales tools. Managed internal relationships with sales and product development teams and external relationships with Internet, advertising and public relations agencies to successfully manage programs from concept to completion. Developed training and sales tools to support worldwide channel in effectively representing the company's software solutions.

- Increased unique visitors to the website by over 100% and trial software requests by 78% in 2003 over 2002
- Doubled email newsletter subscribers in 2003 over 2002

Web Marketing Manager RadiSys 1/2000 – 6/2002

Developed and managed execution of strategy, budget, design and development of corporate Internet site and online marketing programs for \$340 million developer and manufacturer of custom Intel architecture-based communications and embedded computer systems. Created web marketing plan and developed programs and strategies to help build awareness for RadiSys new Intel-based technologies and how they could be used by engineering managers and design managers at OEM companies to create a competitive advantage in their equipment design and get to market faster. Generated leads and identified new equipment design projects (from engineering managers and design managers at OEM companies worldwide) as early as possible in the design process that would generate \$1 million or more in revenue per year. Initiated and developed strategic marketing relationships with providers of complimentary technologies at companies including Intel, Texas Instruments, MontaVista Software and Teja Technologies to jointly identify and develop co-marketing opportunities. Interfaced with internal department managers across all divisions, organizations, and geographic regions to interpret strategies for new products and technologies in order to develop promotional programs, relevant site messaging and content strategies to create a valuable experience for site visitors and to achieve strategic marketing objectives. Developed programs to drive site traffic and repeat visitors. Managed outside agencies and vendors on all aspects of strategy execution, including concept development, design and implementation. Developed and executed technology solutions webinar series. Developed web-based sales training and related sales tool for distributor partners. Established processes and developed metrics to measure success of online marketing programs; selected and implemented traffic analysis software (WebTrends) and various site

registration and lead capture mechanisms.

- Produced online technology seminar series to generate qualified leads and build awareness and consideration early in the design cycle; resulted in over 3,500 new registrants in 2000 and almost 6,000 in 2001. More than 40% of new contacts were qualified as prospective customers from target accounts
- Increased unique visitors per day to the site by 30% YOY and site conversion rate by 41%
- Grew newsletter subscribers (from prospective customers vs. existing customers) by 40% in one year
- Identified and negotiated co-marketing opportunities and 45% of program funding for online seminar program from partners including Intel, Texas Instruments, MontaVista software and Teja Technologies

Assistant to the CEO/Chairman & Investor Relations RadiSys

2/1998 – 1/2000

Worked closely with CEO/Chairman of \$340 million developer of Intel architecture-based communications and embedded systems to research and profile competitors and potential acquisition candidates. Supported CEO throughout all phases of acquisition process from research to due diligence to integration in the acquisition of three technology companies in two years, including IBM's Open Computing Platform operation, IBM's ARTIC Communications Adapter Development operation and Texas Micro. Planned board meetings and prepared board materials. Managed special events including quarterly worldwide company business update meetings "BUMs", shareholder meetings and board meetings. Managed special projects including "Best in Class" process improvement program, competitive update and corporate culture class. Identified new programs to constantly improve internal corporate communications and corporate culture. Worked with CFO to implement investor relations program, manage investor relations website and prepare financial reports, financial releases, analyst conference calls and investor kits. Served as first point of contact for investor inquiries.

- Researched and profiled potential acquisition candidates (sources included company financials, Dun and Bradstreet, Hoovers)
- Interfaced daily with executives, board and financial community regarding matters requiring a high degree of discretion and confidentiality
- Developed, researched and wrote an enewsletter to update executive team, sales and marketing management on competitor activities

Marketing Communications/PR Assistant

RadiSys

11/1996 – 2/1998

Implemented all facets of media relations program. Researched target publications and editors, developed media kits, directed photo shoots and scheduled and planned press tours for editors and industry analysts. Coordinated all aspects of 12 U.S. and European Real-Time Computing shows, the Digital Signal Processing show, the Embedded Systems show, the ISA Expo and Pioneer-Standard and Arrow Electronics distributor sales conferences. Edited and produced communications materials including datasheets, catalogs, newsletter and press article reprints. Managed business relationships with news wire, press clipping service and literature fulfillment, premiums and print vendors.

Marketing Communications Specialist

H.B. Fuller Company

7/1994 – 11/1996

Worked closely with marketing manager to develop marketing and communications plan for Fortune 500 specialty chemical manufacturer. Wrote and prepared press releases, PowerPoint sales presentations, direct mail promotions and employee newsletter. Managed tradeshows, photo shoots and video production.

- Increased 1995 sales leads by over 100% via significant increase in editorial coverage
- Awarded "Most Professional Exhibit" at key industry tradeshow in 1996

EDUCATION & AFFILIATIONS

Education

MBA – University of Portland
BS, Communications – Oregon State University
Managing Websites Certificate – Portland State University
NICSA Student Exchange Program – Cologne, Germany
Unleash the Power Within, Tony Robbins – San Jose, CA
Climate Reality Leadership Training, The Climate Reality Project

Affiliations

Social Venture Partners of Portland, 2011 Investment Committee
American Marketing Assoc., 2004-2006 Oregon Board Member
American Marketing Assoc., 2005-2006 Membership Chair
The Link, 2014-Present Ambassador Board



Clean Energy Alliance Community Advisory Committee Application

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

NAME: **James (JP) McDermott**

ADDRESS: _____

PHONE: _____

EMAIL: _____

Are you a resident/business owner of one of the CEA member cities?

If yes, which city: **Del Mar**

Please attach a current resume and respond to the following questions. Please attach a separate sheet if additional space is needed.

What experience/perspective will you bring to the committee?

4 years on Contra Costa County Transportation Authority Citizens Advisory Committee

4 years as Commissioner on Danville Arts Commission

7 Years Active Board Member of Junior Achievement of NorCal

27 years Junior Achievement classroom volunteer personal finance

5 years Board Member St. Mary's College Alumni Association

Please see attached Biography - Recently relocated back to Del Mar in 2019 for good!

Education: BA UCSD, MBA Finance St. Mary's College,
Chartered Financial Consultant, The American College
Certified Financial Planner Curriculum - The American College

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

20 years in telecommunications (AT&T, Pacific Bell, SBC) in various roles including regional vice president of 9-1-1 Public Safety Solutions for California - worked with major public safety organizations in the state.

Volunteer in classroom for elementary and high school personal finance courses

Do you have any interests or associations that might present a conflict of interest? If yes, please explain:

None

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

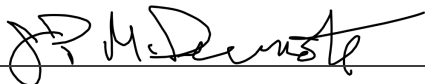
Most of my career has been educating people so they might make smarter decisions.

I hope to continue to educate, support and advocate a citizen's perspective to the board

Please provide three references

Name	Phone Number	Relationship
Ernie Hahn		Friend/Neighbor
Mike Anchieris		Friend/Neighbor
Carolyne Charvoz		Partner

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature: 

Date: 07/29/2022

Completed applications should be emailed to: Secretary@TheCleanEnergyAlliance.org



Clean Energy Alliance Community Advisory Committee Application

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

NAME: **Greg Coleson**

ADDRESS: _____

PHONE: _____ EMAIL: _____

Are you a resident/business owner of one of the CEA member cities?

If yes, which city: **Solana Beach**

Please attach a current resume and respond to the following questions. Please attach a separate sheet if additional space is needed.

What experience/perspective will you bring to the committee?

I co-founded the Environmental Sustainability Board for the City of Decatur Georgia.

<https://www.decaturga.com/bc-esb>

I served from 2009-2017 and served as chair of the board in 2016 and 2017.

I co-wrote the city's Sustainability Plan in 2012.

<https://www.decaturga.com/planning/page/environmental-sustainability-plan-2012>

Before that I started Decatur Farmers Market and served as the director of

it from 2002 to 2017. <https://cfmatl.org/decatur/>

More recently I founded a carbon offset trading startup <https://gethazelapp.com/> and was the CTO from 2019 to 2021.

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

See above.

I am an Electrical Engineer. I started a study while I served on the Decatur Sustainability

Board to have the city take over it's electrical grid from Georgia Power.

Georgia Power is not very environmentally friendly and we were looking into ways to supply more clean power to the city.

Do you have any interests or associations that might present a conflict of interest? If yes, please explain:

No

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

I hope to move clean energy forward in the City of Solana beach and provide input based on years of experience in the field of sustainability and clean power.

See <https://www.linkedin.com/in/gregcoleson/> for my resume.

Please provide three references

Name	Phone Number	Relationship
Pam Coleson		Sister
Bill Gerber		Friend
Ed Thomas		Friend/ Co-founder Hazel App

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature: Greg Coleson

Date: 07/30/2022

Completed applications should be emailed to: Secretary@TheCleanEnergyAlliance.org



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 11: Declare Community Advisory Committee Vacancies for the Cities of Oceanside and Vista

RECOMMENDATION:

Declare Community Advisory Committee Vacancies for the Cities of Oceanside and Vista one appointee for term through December 2024 and another for term through December 2025 and direct application period to be open September 1 – 30, 2022.

BACKGROUND AND DISCUSSION:

Clean Energy Alliance's (CEA) Community Advisory Committee (CAC) Policy (Attachment A) establishes that the CAC shall consist of two (2) appointees from each CEA member agency as well as 1 CEA Board Alternate to serve as CAC Chair, to serve three (3) year staggered terms. For initial appointments, one appointee shall serve a two-year term.

CAC members shall be residents (property owners or renters) or business owners within the service territory for the city which the CAC member is representing and are subject to all applicable conflict of interest laws and may be required to disclose potential conflicts by filing a Form 700. The CAC Policy further states that CAC applicants that have a relevant background in, or expertise related to, one of the following fields: electricity, community outreach or engagement, or policy advocacy will be considered.

CAC appointees must be committed to serving on the CAC and attending regular CAC meetings and occasional CEA Board meetings, with CAC meetings occurring bi-monthly on the first Thursday of each month. CAC members are expected to maintain a good attendance record and will be removed from the CAC after two consecutive unexcused absences from CAC meetings or have unexcused absence for more than 25% of the CAC meetings in a calendar year. Meetings for the remainder of 2022 are scheduled for October 6 and December 1. The annual workplan for the CAC is set by the Board and the 2022 Workplan is attached (Attachment B).

The CAC is subject to the Brown Act and all meetings are publicly noticed and held in public settings pursuant to requirements of the Brown Act.

CEA will advertise the openings on its social media, post a notice along with the application on its website, and will work with staff of the cities of Oceanside and Vista to advertise the vacancies. Applications will be accepted September 1 - 30, 2022 and will be provided to the appropriate Board

Members the week of October 1 for review and consideration. The Board Member will nominate the CAC member from their respective pool of applicants for full CEA Board approval at the October 27, 2022, CEA Board meeting.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

ATTACHMENTS:

Attachment A - Clean Energy Alliance Community Advisory Committee Policy

Attachment B - 2022 Community Advisory Committee Workplan

Clean Energy Alliance

JOINT POWERS AUTHORITY

COMMUNITY ADVISORY COMMITTEE PURPOSE AND SCOPE

Community Advisory Committee (CAC) Authorization

Section 5.9 of the Clean Energy Alliance (CEA) Joint Powers Authority (JPA) Agreement provides the authority for the CEA Board to establish an advisory committee to assist the Board in implementing and operating its CCA program. Pursuant to the JPA Agreement, the committee should have equal representation from the member agencies. The Board may establish criteria to qualify for appointment to the committee, and establish rules, regulations, policies or procedures to govern the committee.

CAC Membership Criteria

- The CAC membership shall consist of two (2) appointees from each CEA member agency and 1 Board Alternate. CAC committee members shall serve staggered three (3) year terms with a two-term limit. In the inaugural year, one appointee seat from each member agency shall serve two (2) years.
- Board Alternate will serve as CAC Chair and provide regular reports to the CEA Board.
- Committee members serve at the pleasure of the Board.
- CAC members will be subject to all applicable conflict of interest laws and may be required to disclose potential conflicts by filing a Form 700. (Information about conflicts of interest and Form 700 can be found here: <http://www.fppc.ca.gov/Form700.html>.)
- Members shall be residents (property owners or renters) or business owners within the service territory of CEA.
- CAC membership will be considered for those that have a relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.
- Applicants must be committed to serving on the CAC and attending regular committee meetings, and occasional CEA Board meetings. Committee meetings will be held quarterly unless additional meetings are directed by the Board. Members are expected to maintain a good attendance record. A committee member will be removed from the

CAC if the member has two consecutive unexcused absences from CAC meetings or has unexcused absences from more than 25% of the CAC meetings in a calendar year.

- The CAC is subject to Brown Act and all meetings will be publicly noticed and held in public settings pursuant to requirements of the Brown Act.
- CAC meetings, times and location will be determined by the CEA Board.

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

CAC Member Selection Process

Applicants must complete and submit the Clean Energy Alliance Community Advisory Committee Application (Attachment A). Board Members will nominate two applicants from their respective communities to the full Board for approval. In addition, the full Board will select one Board Alternate to participate on the CAC.

Attachment A
Clean Energy Alliance
Community Advisory Committee Application

CAC Purpose & Objectives

The purpose of the CAC is to advise the CEA Board of Directors on those matters concerning the operation of its Community Choice Aggregation (CCA) program as directed by the Board of Directors in an annual workplan for the CAC that is adopted by the Board. The objectives of the CAC are to provide feedback to the Board, act as a liaison between the Board and the community and serve as a forum for community input on those matters assigned to the CAC in the annual workplan. The CAC shall not have any decision-making authority but will serve as an advisory body to the Board of Directors.

NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

Are you a resident/business owner of one of the CEA member cities?

If yes, which city: _____

Please attach a current resume and respond to the following questions. Please attach a separate sheet if additional space is needed.

What experience/perspective will you bring to the committee?

Describe any relevant background in or expertise related to one or more of the following fields: electricity, community outreach or engagement, or policy advocacy.

Do you have any interests or associations that might present a conflict of interest? If yes, please explain:

What do you hope to accomplish as a member of the Clean Energy Alliance Community Advisory Committee?

Please provide three references

NAME	Phone Number	Relationship

By signing below I acknowledge that I have sufficient time to actively participate in the Clean Energy Alliance Community Advisory Committee for the benefit of the program and the communities it serves. I understand that committee members are subject to conflict of interest laws and required to disclose potential conflicts by filing Form 700.

Signature: _____

Date: _____

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2022 Community Advisory Workplan and Schedule

MEETING DATE	WORK PLAN/TOPICS
February 3, 2022	Review CEA Website & Provide input for Update
April 7, 2022	Receive report from CEA Board Budget Workshop
June 2, 2022	Review CEA Draft FY 2022/23 Budget
August 4, 2022	Marketing and Outreach Strategy for Escondido & San Marcos Launch
October 6, 2022	Education, Outreach and Training Plan re: GHG Emissions Reductions Strategies
December 1, 2022	2022 Achievements and 2023 Workplan Suggestions for Board Consideration



Staff Report

DATE: August 25, 2022

TO: Clean Energy Alliance Board of Directors

FROM: Barbara Boswell, Chief Executive Officer

ITEM 12: Consider and Provide Direction Regarding Potential Amendment to Clean Energy Alliance Joint Powers Agreement Establishing Chair and Vice Chair Term Limits

RECOMMENDATION:

Consider and provide direction regarding potential amendment to Clean Energy Alliance Joint Powers Agreement establishing Chair and Vice Chair term limits.

BACKGROUND AND DISCUSSION:

At its regular meeting December 30, 2021, the Clean Energy Alliance Board requested that consideration of amending the Joint Powers Agreement (JPA) regarding Chair and Vice Chair term limits be brought back at a future meeting for consideration.

Section 5.2, Chair and Vice Chair, establishes that for each calendar year, the Board shall elect a Chair and Vice Chair from among the Directors, and that the term of office of the Chair and Vice Chair shall continue for one year, with no limit on the number of terms held by either the Chair or Vice Chair.

The Board has the authority to amend the JPA as pursuant to Section 4.12.1 and 4.12.1(c) which state:

4.12.1 The affirmative vote of two-thirds of the Directors of the entire Board shall be required to take any action on the following:

4.12.1.(c). Amending or terminating this Agreement or adopting or amending the bylaws of the Authority except as provided in Sections 3.5 and 4.12.3. At least 30 days advance written notice to the Parties shall be provided for such actions. Such notice shall include a copy of any proposed amendment to this Agreement or the bylaws of the Authority. The Authority shall also provide prompt written notice to all Parties of the action taken and attach the adopted amendment, resolution, or agreement.

Section 3.5 of the JPA addresses the debts, liabilities and obligations of the Authority and Section 4.12.3 addresses the instances whereby a unanimous vote of the entire Board would be required to amend a specific provision of the JPA. Changing the provisions related to term limits of Chair and Vice Chair do not fall into these two exceptions.

Should the Board desire an amendment to the Chair and Vice Chair term limits, the following timeline would be followed:

September Board Meeting	Proposed Amendment Language to Board for Consideration
By September 26, 2022	30 Days Written Notice provided to the Members
October 27, 2022	Resolution and Amendment to Board for Consideration

FISCAL IMPACT

There is no fiscal impact as a result of this action.

ATTACHMENTS:

None