

**Board of Directors Regular Meeting Agenda  
June 27, 2024, 2:00 p.m.  
City of Oceanside, Council Chamber  
300 North Coast Hwy, Oceanside CA 92054**

Members of the public can observe the livestream of 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 in person as follows:

*Written Comments:* If you are unable to participate in person and you wish to make a comment, you may submit written comments prior to and during the meeting via email to: [clerk@thecleanenergyalliance.org](mailto:clerk@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 by 12:00 p.m. prior to the commencement of the meeting. Public comments received in writing will not be read aloud at the meeting.

*Oral Comments:* Members of the public can address the Board on items on the agenda at the time the item is being addressed or during Public Comments for topics that are not listed on the agenda. Speakers are limited to three (3) minutes each. In conformance with the Brown Act, no Board action can occur on items presented during Public Comment.

If you desire to speak during Public Comment, please fill out a speaker card and submit it to the Board Secretary. When you are called to speak, please come forward to the podium and state your name. To address the Board regarding an item on the agenda, please fill out a speaker card and submit it to the Board Secretary before the Board Chair announces the item.

**CALL TO ORDER**

**ROLL CALL**

**FLAG SALUTE**

**BOARD COMMENTS & ANNOUNCEMENTS**

**PUBLIC COMMENT**

**APPROVAL OF MINUTES**

Minutes of the Special Meeting held May 30, 2024

### *Presentations*

#### *Consent Calendar*

**Item 1: Clean Energy Alliance Treasurer's Report for April 2024**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer's Report for April 2024.

**Item 2: Consideration of Resolution No. 2024-008 approving a Professional Services Agreement (PSA) with Bayshore Consulting Group, Inc.**

**RECOMMENDATION:**

Adopt Resolution No. 2024-008 approving a PSA with Bayshore Consulting Group, Inc. for CCA Operations Consultant Services for an amount not to exceed \$200,000 effective July 1, 2024 through June 30, 2025.

### *Reports*

**Item 3: Clean Energy Alliance Chief Executive Officer Operational Report**

### *Public Hearing*

**Item 4: Consideration of Resolution 2024-009, Approving the Fiscal Year 2024-2025 Budget and Setting Rates for Clean Energy Alliance Effective November 1, 2024**

**RECOMMENDATION:**

- 1) Conduct the Public Hearing: Open the Public Hearing, Receive Public Testimony, and Close the Public Hearing.
- 2) Adopt Resolution No. 2024-009, Setting Rates for Clean Energy Alliance Effective November 1, 2024, Implementing the Option 3 (Winter Rate Increase 30%; Summer Rate Increase 15%) Rate change; **or** Adopt Resolution No. 2024-009, Setting Rates for Clean Energy Alliance Effective November 1, 2024, Implementing the Option 4 (Winter Rate Increase 40%; Summer Rate Increase 10%) Rate Change.
- 3) Adopt Resolution No. 2024-010, approving the Fiscal Year 2024/2025 Budget, based on the Rate Change Option Adopted in Resolution No. 2024-009.

### *New Business*

**Item 5: Regulatory Update**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

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

**NEXT MEETING:** Regular Board Meeting July 25, 2024, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054

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 [clerk@thecleanenergyalliance.org](mailto:clerk@thecleanenergyalliance.org) prior to the meeting for assistance.

**Clean Energy Alliance Board of Directors Special Meeting Minutes**

**May 30, 2024, 2:15 p.m.**

**City of Oceanside, Council Chamber**

**300 North Coast Hwy, Oceanside CA 92054**

**CALL TO ORDER:** Chair Druker called to order the Special Meeting of the Clean Energy Alliance at 2:15 p.m.

**ROLL CALL:** Board Members: Garcia, Becker, Bhat-Patel, Musgrove, Vice Chair Melendez, Chair Druker.  
Alternate Board Member: Joyce arrived at 2:19 p.m.

**FLAG SALUTE:** Vice Chair Melendez led the flag salute.

**BOARD COMMENTS & ANNOUNCEMENTS:** Chair Druker announced that he and Vice Chair Melendez attended a Risk Oversight Committee Meeting.

Chair Druker announced that Board Member Musgrove will be participating remotely.

**PUBLIC COMMENT:** *Ryan expressed his support for putting forward and ceasefire resolution regarding the Israel-Gaza war.*

**APPROVAL OF MINUTES:**

Minutes of the Regular Meeting held April 25, 2024

**Motion by Vice Chair Melendez, seconded by Board Member Becker, to approve the minutes as presented.  
Motion carried, 7/0.**

*Presentations*

*Consent Calendar*

**Item 1: Clean Energy Alliance Treasurer's Report for March 2024**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer's Report for March 2024.

**Item 2: Consideration of Resolution No. 2024-005 Setting Time and Place for Clean Energy Alliance Board Meetings July 2024 – June 2025**

**RECOMMENDATION**

Adopt Resolution No. 2024-005 Setting Time and Place for Clean Energy Alliance Board Meetings July 2024 – June 2025.

**Item 3: Consideration of Amendment No. 2 to Task Order No. 1 under the Professional Services Agreement (PSA) with The Energy Authority**

**RECOMMENDATION:**

Adopt Resolution 2024-006 approving the amendment with The Energy Authority.

**Item 4: Ratification of SDG&E Modified Cost Allocation Method Resource Adequacy Allocation**

**RECOMMENDATION:**

Adopt Resolution No. 2024-007 ratifying the agreement with SDG&E.

**Motion by Vice Chair Melendez, seconded by Board Member Musgrove, to approve the Consent Calendar. Motion carried, 7/0.**

*Reports*

**Item 5: Clean Energy Alliance Chief Executive Officer Operational Report**

CEO Greg Wade presented the report, providing an update on recent outreach efforts in response to the launch in the City of Oceanside and the City of Vista, as well as an update on the Solar Plus program and the Cape/Fervo Geothermal Long-Term PPA Project.

**CEA Board received report.**

*New Business*

**Item 6: Regulatory Update**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

Regulatory Attorney Tim Lindl provided the update.

**CEA Board received report.**

**Item 7: Fiscal Year 2024-25 Budget Discussion**

**RECOMMENDATION:**

Discuss the Fiscal Year 2024-25 Budget.

CEO Greg Wade and Interim Chief Financial Officer Andy Stern presented the report.

Discussion ensued amongst the Board Members.

**CEA Board received report and motion by Board Member Garcia, seconded by Board Member Becker, directing staff to proceed with Option 3, while still monitoring and analyzing other options to find the best option for rate payers. Motion carried, 7/0.**

**NEXT MEETING:** Regular Board Meeting June 27, 2024, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054

**ADJOURN:** Chair Druker adjourned the meeting at 3:40 p.m.

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Kaylin McCauley  
Board Secretary/Administrative Assistant

## Staff Report

**DATE:** June 27, 2024

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

**FROM:** Andy Stern, Interim Chief Financial Officer/Treasurer

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

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**RECOMMENDATION:**

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for April 2024.

**BACKGROUND AND DISCUSSION:**

This report provides the Board with the following financial information through April 30, 2024:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of April 30, 2024.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the twelve months ended April 30, 2024.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of April 30, 2024.
- List of Payments Issued – Reports payments issued for April 2024.

As of April 30, 2024, 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.

Submitted for Board consideration:



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Gregory Wade  
Chief Executive Officer

**CLEAN ENERGY ALLIANCE**  
**STATEMENT OF NET POSITION**  
**As of April 30, 2024**

**ASSETS**

Current assets

Cash and cash equivalents	\$ 4,726,888
Accounts receivable, net of allowance	11,074,945
Accrued revenue	6,912,232
Prepaid expenses	5,233,202
Deposits	<u>770,000</u>
Total current assets	28,717,267

Noncurrent assets

Restricted cash	187,000
Deposits	<u>55,376</u>
Total noncurrent assets	<u>242,376</u>
Total assets	<u>28,959,643</u>

**LIABILITIES**

Current liabilities

Accrued cost of electricity	23,926,028
Accounts payable	659,379
Other accrued liabilities	339,473
Interest payable	92,883
Due to member agencies	<u>504,017</u>
Total current liabilities	<u>25,521,780</u>

Noncurrent liabilities

Security deposits - energy suppliers	496,150
Debt - Revolving line of credit	<u>13,950,000</u>
Total noncurrent liabilities	<u>14,446,150</u>
Total liabilities	<u>39,967,930</u>

**NET POSITION**

Unrestricted (deficit)	<u><u>\$ (11,008,287)</u></u>
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These financial statements do not contain note disclosures, 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  
Ten Months ended April 30, 2024**

**OPERATING REVENUES**

Electricity sales, net	\$ 151,634,858
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**OPERATING EXPENSES**

Cost of electricity	150,642,645
Contract services	3,842,965
Staff compensation	480,172
Other operating expenses	341,377
Total operating expenses	<u>155,307,159</u>
Operating income (loss)	<u>(3,672,301)</u>

**NONOPERATING REVENUES (EXPENSES)**

Interest income	207,109
Interest expense	<u>(1,090,811)</u>
Nonoperating revenues (expenses), net	<u>(883,702)</u>

**CHANGE IN NET POSITION**

	(4,556,003)
Net position at beginning of year	<u>(6,452,284)</u>
Net position at end of period	<u><u>\$ (11,008,287)</u></u>

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

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BUDGET TO ACTUALS COMPARISON SCHEDULE

At its June 2023, board meeting, the CEA Board approved the Fiscal Year (FY) 2023/24 budget approving \$213,411,000 in total operating and nonoperating expenses. For the year-to-date, \$157,729,000 has been expended. Revenues from electricity sales for the year-to-date reached \$152,966,000. The overall change in available fund balance (ignoring loan proceeds) for the year-to-date was an decrease of \$4,556,000.

The Budget to Actuals Comparison Schedules as of April 30, 2024, is shown on the next page.

**CLEAN ENERGY ALLIANCE**  
**BUDGETARY COMPARISON SCHEDULE**  
**Ten Months ended April 30, 2024**

	<b>ANNUAL BUDGET</b>	<b>YEAR-TO- DATE ACTUAL</b>	<b>ANNUAL BUDGET VARIANCE</b>
<b>Operating Revenues</b>			
Energy Sales	\$ 230,915,000	152,965,611	\$ 77,949,389
<b>Operating Expenses</b>			
Power Supply	200,000,000	150,642,645	49,357,355
Data Manager / Call Center	2,500,000	1,772,933	727,067
Staffing/Consultants	3,000,000	775,168	2,224,832
Legal Services	467,500	346,965	120,535
Professional Services	1,448,885	1,145,284	303,601
Audit Services	10,000	23,421	(13,421)
Software & Licenses	15,000	39,827	(24,827)
Membership Dues	292,040	249,799	42,241
G&A (includes Bad Debt expense)	4,927,780	1,641,870	3,285,910
<b>Total Operating Expenses</b>	<b>212,661,205</b>	<b>156,637,912</b>	<b>56,023,293</b>
<b>Operating Income (Loss)</b>	<b>18,253,795</b>	<b>(3,672,301)</b>	<b>21,926,096</b>
<b>Financing</b>			
Interest Income	50,000	207,109	(157,109)
Interest Expense	(750,000)	(1,090,811)	340,811
<b>Net Interest Income (Expense)</b>	<b>(700,000)</b>	<b>(883,702)</b>	<b>183,702</b>
<b>Change in Net Position</b>	<b>\$ 17,553,795</b>	<b>\$ (4,556,003)</b>	<b>\$ 22,109,798</b>

These financial statements do not contain note disclosures, 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 the month. All payments were within approved budget.

**Clean Energy Alliance**  
**PAYMENTS ISSUED DURING APRIL 2024**

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
04/17/2024	ACH/CHECK	AVANTI EXECUTIVE SUITES(PALOMAR)	May 2024 -Rent	1,650.95
04/25/2024	ACH/CHECK	BECKER, KRISTI	Cal OCA conference reimbursement	734.87
04/17/2024	ACH/CHECK	BRAUN BLAISING SMITH WYNNE	February 2024 - General Matters and Joint OCA Costs	528.00
04/11/2024	ACH/CHECK	BRENTECH INCORPORATED	Annual Support Agreement Retainer	3,500.00
04/30/2024	ACH/CHECK	Cal OCA	Annual Meeting Registration Sales - Ticket sale	7,650.00
04/25/2024	ACH/CHECK	Cal OCA	Operational Member Dues - Q4 FY2023-2024 - April-June 2024	71,760.00
04/30/2024	online cdtfa	CALIFORNIA DEPT TAX& FEE ADMIN	2024-Q1 Electric Energy Surcharge	95,540.00
04/03/2024	Wire	CALIFORNIA PUBLIC UTILITIES	July-Sept 2024 RA Deficiency E-4195-0162	2,519,344.80
04/29/2024	Wire	CALIFORNIA PUBLIC UTILITIES	November 2023 Month-Compliance Filing	35,431.20
04/08/2024	ACH/CHECK	CALPINE ENERGY SOLUTIONS(Data MGR)	February 2024 Services	175,357.65
04/22/2024	ACH/CHECK	DLS GROUP	Small Equipment	1,021.30
04/22/2024	Wire	EDF TRADING NORTH AMERICA	March 2024 - Capacity Purchase	706,500.00
04/09/2024	ACH/CHECK	EMPOWER(401a)	Employee Retirement - 04/05/2024	6,386.92
04/22/2024	ACH/CHECK	EMPOWER(401a)	Employee Retirement - 04/20/2024	6,386.92
04/09/2024	ACH/CHECK	EMPOWER(457b)	Employee Retirement Contribution - 04/05/2024	4,117.32
04/22/2024	ACH/CHECK	EMPOWER(457b)	Employee Retirement Contribution - 04/20/2024	4,117.32
04/18/2024	ACH/CHECK	EQUALITY CALIFORNIA	2024 San Diego Equality Awards-Bronze Sponsorship	3,500.00
04/18/2024	ACH/CHECK	Hall Energy Law PC	February 2024 - Energy Procurement Counsel Service	4,615.00
04/01/2024	ACH/CHECK	HOWARD, ROB	Jan 2024 - Mileage	37.25
04/01/2024	Wire	JPMorgan (Interest and Committed Fee	Interest Expenses	76,545.14
04/01/2024	Wire	JPMorgan (Interest and Committed Fee	Interest Expenses	37,832.20
04/19/2024	Wire	JPMorgan (Interest and Committed Fee	Interest Expenses	38,217.49
04/16/2024	ACH/CHECK	Keyes & Fox LLP	February 2024 - Professional Services - REVISED PORTION	486.00
04/19/2024	ACH/CHECK	Keyes & Fox LLP	March 2024 - Professional Services	29,547.00
04/22/2024	Wire	LEAPFROG POWER, INC.	April 2024 RA (Quantity in kW)	7,638.00
04/11/2024	ACH/CHECK	Maher Accountancy	January 2024 - March 2024 bill.com pass through fees	10,593.92
04/01/2024	ACH/CHECK	MCCAULEY, KAYLIN	Expense Reimbursement	72.23
04/15/2024	ACH/CHECK	MCCAULEY, KAYLIN	Expense Reimbursement - April 1- 10. 2024	378.15
04/25/2024	ACH/CHECK	MCCAULEY, KAYLIN	Expense Reimbursement - April 1- 18. 2024	1,154.64
04/04/2024	ACH/CHECK	MOGEE, KAITLIN	Expense Reimbursement - Jan 16, 2024 to Mar 20, 2024	239.89
04/03/2024	ACH/CHECK	Neyenesch Printers	Printing Services	421.18
04/08/2024	ACH/CHECK	Neyenesch Printers	Printing Services	3,111.13
04/17/2024	ACH/CHECK	Neyenesch Printers	Printing Services	2,350.94
04/22/2024	Wire	Orange County Power Authority(Vendor)	March 2024 - System Flex -RA SWAP	25,000.00
04/25/2024	ACH/CHECK	Pacific Energy Advisors, Inc	March 2024 - Technical Consulting Advisors	36,560.00
04/15/2024	ACH/CHECK	PILLSBURY WINTHROP SHAW PITTMAN LLP	For Professional Services Incurred through February 29, 2024	834.00
04/25/2024	Wire	Powerex	Transactions for the Period of April 2024	98,562.50
04/25/2024	Wire	Resi Station LLC	Proxy Demand Response CEA Mar2024	1,680.00
04/05/2024	ACH/CHECK	River City Bank CC	March 2024 Expenses	6,390.66
04/01/2024	Wire	SAAM ENERGY SOLUTIONS, LLC.	Firm Resource Adequacy - (July 2024) Prepayment	105,000.00
04/23/2024	Wire	SDG&E(Procurement)	March 2024 REC Sales - LT Bundled & Unbundled	1,887,046.56
04/22/2024	Wire	SDG&E(Procurement)	March 2024 RA Sales	136,273.40
04/11/2024	ACH/CHECK	SDG&E(Service Fees)	For services rendered August 1, 2023 to October 31, 2023	94,836.96
04/22/2024	Wire	SEMIPRA	March 2024 - Capacity Purchases	1,139,000.00
04/29/2024	Wire	Shell Oil North America	May 2023 - Energy Purchases REVISED INVOICE	87,000.00
04/25/2024	ACH/CHECK	SILVERSHR	OnDemand Preventing Workplace Harassment Training	270.00
04/08/2024	ACH/CHECK	SPECIAL DISTRICT RISK MANAGEMENT	Coverage Month: May 2024	10,734.50
04/13/2024	ACH/CHECK	State Compensation Insurance Fund	Monthly - Worker's Comp	452.75
04/25/2024	ACH/CHECK	STERN, ANDREW	For the period from March 22, 2024 through April 21, 2024	8,408.19
04/03/2024	ACH/CHECK	The Bayshore Consulting Group, Inc	March 2024 - CCA Operations Consulting	10,500.00
04/01/2024	Wire	THE ENERGY AUTHORITY (ENERGY	March 2024 - CAISO Weekly Settlement	192,244.48
04/08/2024	Wire	THE ENERGY AUTHORITY (ENERGY	March 2024 - CAISO Weekly Settlement	94,447.03
04/15/2024	Wire	THE ENERGY AUTHORITY (ENERGY	March 2024 - CAISO Weekly Settlement	133,717.46
04/22/2024	Wire	THE ENERGY AUTHORITY (ENERGY	March 2024 - CAISO Weekly Settlement	339,538.44
04/29/2024	Wire	THE ENERGY AUTHORITY (ENERGY	March 2024 - CAISO Weekly Settlement	254,053.47
04/25/2024	ACH/CHECK	THE ENERGY AUTHORITY (SERVICES FEES	March 2024 - Resource Management Monthly Fees	11,700.00

04/11/2024	ACH/CHECK	Tripepi, Smith & Associates, Inc.	March 2024 - Communications and Marketing Service	13,498.19
04/26/2024	ACH/CHECK	Tripepi, Smith & Associates, Inc.	March 2024 - Communications and Marketing Service	5,072.13
04/25/2024	ACH/CHECK	Tripepi, Smith & Associates, Inc.	January 2024 - Communications and Marketing Service	13,498.19
04/01/2024	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	1,741.08
04/03/2024	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	750.76
04/08/2024	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	140.58
04/17/2024	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	1,127.36
04/22/2024	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	1,126.30
04/30/2024	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	6,379.00
04/23/2024	ACH/CHECK	WADE, GREG	April 2023 - Expense Reimbursement	183.14
04/25/2024	ACH/CHECK	WADE, GREG	April 2023 - Expense Reimbursement	31.88
04/25/2024	ACH/CHECK	WADE, GREG	April 2023 - Expense Reimbursement	67.93
04/15/2024	ACH/CHECK	ZI NEMS	NEM Cash Out	30,503.80
<b>Total for Operating Account</b>				<b>8,605,138.15</b>
04/23/2024	lockbox	Constellation Generation Company, LLC	February 2024 - Power Purchase	315,946.20
04/23/2024	lockbox	MORGAN STANLEY CAPITAL GROUP, INC.	March 2024 - Power Purchase	1,421,546.98
04/23/2024	lockbox	Shell Oil North America	February 2024 - Energy Purchases	4,139,236.24
04/23/2024	lockbox	Tecolote Wind LLC	March 2024 - Resource Adequacy Benefits	62,687.50
04/23/2024	lockbox	NRG (Formerly DIRECT ENERGY)	Power transactions for FEB-2024	2,338,808.60
				<b>8,278,225.52</b>

## Staff Report

**DATE:** June 27, 2024

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

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 2:** Consider Approval of Agreement with Bayshore Consulting Group, Inc. for CCA Operations Consultant Services for an amount not to exceed \$200,000, effective July 1, 2024 through June 30, 2025.

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**RECOMMENDATION:**

Approve agreement with Bayshore Consulting Group, Inc. for CCA Operations Consultant Services for an amount not to exceed \$200,000, effective July 1, 2024 through June 30, 2025 and authorize the Chief Executive Officer to sign all documents, subject to General Counsel approval.

**BACKGROUND AND DISCUSSION:**

Barbara Boswell served as Clean Energy Alliance's (CEA's) Chief Executive Officer (CEO) through an agreement with Bayshore Consulting Group, Inc. (Bayshore) from January 1, 2020 until February 2024 when the new CEO started. After that, pursuant to the current agreement with Bayshore, Ms. Boswell transitioned to CCA Operations Consultant to assist the new CEO.

Ms. Boswell's services and institutional knowledge have been invaluable. The current agreement with Bayshore expires on June 30, 2024. A new agreement would allow those services to continue on an hourly basis during this transition and growth period.

**FISCAL IMPACT:**

Funds for the Fiscal Year (FY) 24/25 agreement have been assumed in the CEA financial pro forma and are included in the proposed FY 24/25 Budget. The CCA Operations Consultant Services are to be billed at \$175 per hour and approximately fifteen (15) to twenty-five (25) hours per week are anticipated with fewer services being provided over time.

Submitted for consideration:



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Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution 2024-008 approving a PSA Between Clean Energy Alliance and Bayshore Consulting Group, Inc. for CCA Operations Consultant Services
- B. PSA Between Clean Energy Alliance and Bayshore Consulting Group, Inc. for CCA Operations Consultant Services



**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2024-008**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE APPROVING A ONE YEAR AGREEMENT WITH BAYSHORE CONSULTING GROUP, INC. FOR CCA OPERATIONS CONSULTANT SERVICES AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$200,000**

**WHEREAS**, Clean Energy Alliance (CEA) is a joint powers authority established on November 4, 2019, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*); and

**WHEREAS**, Barbara Boswell served as CEA's Chief Executive Officer (CEO) through an agreement with Bayshore Consulting Group, Inc. (Bayshore) from January 1, 2020 until February 2024 when the new CEO started, and after that, pursuant to the current agreement with Bayshore, which expires on June 30, 2024, Ms. Boswell transitioned to CCA Operations Consultant to assist the new CEO; and

**WHEREAS**, Ms. Boswell's services and institutional knowledge are needed during this continuing transition and growth period, she is uniquely qualified to perform the services and Bayshore's fee is fair and reasonable.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of Clean Energy Alliance hereby finds, determines and resolves as follows:

Section 1. The foregoing recitals are true and correct and incorporated fully herein.

Section 2. An agreement with Bayshore Consulting Group, Inc. for CCA Operations Consultant Services effective July 1, 2024 through June 30, 2025 is hereby approved.

Section 3. The Chief Executive Officer is hereby authorized and directed to execute an agreement with Bayshore for an amount not to exceed \$200,000 in a form substantially similar to that presented to the Board of Directors on June 27, 2024, with any changes subject to General Counsel approval.

Section 4. The Chief Executive Officer is hereby authorized and directed to execute such other documents and take such other and further actions as may be necessary and proper to accomplish the purposes of this resolution.

The foregoing Resolution was passed and adopted this 27th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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David Druker, Chair

ATTEST:

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Kaylin McCauley, Board Secretary

**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND  
BAYSHORE CONSULTING GROUP, INC FOR  
CCA OPERATIONS CONSULTANT SERVICES**

THIS AGREEMENT, is entered into this 1st of July, 2024, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority ("Authority"), and Bayshore Consulting Group, Ince, a California Corporation ("Consultant") (collectively referred to as the "Parties" or individually as a "Party"), with respect to the following essential facts:

**RECITALS:**

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 *et seq.*) ("Act") with the power to conduct its business and enter into agreements.

B. Consultant possesses the skill, experience, ability, background, and knowledge to provide the services described in this Agreement pursuant to the terms and conditions described herein and is duly authorized and registered to do business in the State of California.

C. Authority and Consultant desire to enter into this Agreement for CCA Operations Consultant services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025, unless terminated earlier pursuant to Section 19 hereof or extended upon the written mutual agreement of the Parties.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit "A" attached hereto and incorporated herein fully by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed two hundred thousand dollars (\$200,000) based on the rates and terms set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees to perform all services required by this Agreement in a manner commensurate with or exceeding the prevailing standards for a professional services consultant in California and agrees that all services shall be performed by qualified and experienced personnel in conformity with the applicable requirements of federal, state and local laws in effect at the time that the services are being performed.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant as an independent contractor and in pursuit of Consultant's independent calling, except to the extent that they are limited by statute, rule or regulation or the express terms of this Agreement. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of the services required by this Agreement, Authority only being concerned with the finished results of the work being performed. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, unemployment insurance, workers' compensation plans, vacation and sick leave, nor any other benefits are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. It is the intent of the Parties that neither Consultant nor its officers, employees or agents are to be considered employees of Authority, whether "common law" or otherwise, and Consultant shall indemnify, defend and hold Authority harmless from any such obligations related to its officers, employees and agents.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Sections 6500 *et seq.*) pursuant to a Joint Powers Agreement dated November 4, 2019, as amended from time to time, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee or contractor, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital or veteran status, medical condition, pregnancy, sex, age, sexual orientation, genetic information, gender expression, or any other protected class. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall

make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

## 9. **HOLD HARMLESS AND INDEMNIFICATION**

A. **General Indemnification.** Consultant shall, to the fullest extent allowed by law indemnify, defend, and hold harmless the Authority, its members, and their respective officers, officials, agents, employees and volunteers (collectively “Indemnitees”) from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, demands, damages, judgments, liens, levies, costs, expenses and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of or related to a breach of this Agreement or the negligence (whether active or passive) or willful misconduct of Consultant or Consultant’s employees, officers, officials, agents or independent contractors in the performance of or failure to perform this Agreement, except where caused by the sole or active negligence or willful misconduct of any of the Indemnitees. Such costs and expenses shall include reasonable attorneys’ fees of counsel of Authority’s choice, expert fees and all other costs and fees of litigation.

B. **Employee Benefits Eligibility Indemnification.** In the event that Consultant’s employee, subcontractor, independent contractor or other person providing services under this Agreement on Consultant’s behalf (collectively, “Consultant’s Personnel”) claims or is determined by a court of competent jurisdiction or administrative agency to be eligible for enrollment in or entitled to any benefits of the Authority or its constituent members, Consultant shall indemnify, defend, and hold harmless Authority or its constituent members for the payment of any employer and employee contributions for such benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the Authority or its constituent members. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant’s Personnel providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including, but not limited to, eligibility to enroll in any benefit program as an employee of Authority or its constituent members and entitlement to any contributions to be paid by Authority or its constituent members for employer contributions and/or employee contributions for any employee benefits.

C. **Indemnification for Employee Payments.** Consultant agrees to defend and indemnify the Authority and its constituent members for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to any retirement system, social security, salary or wages, overtime payment, or workers’ compensation payment which the Authority or its constituent members may be required to make for work done under this Agreement.

D. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the Consultant may have in effect or be required to obtain and maintain during the term of this Agreement. The provisions of this Section 9 are continuing obligations and survive the completion of the services or termination of this Agreement.

10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "D," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: General Counsel. Ten (10) days advance written notice for cancellation due to non-payment of premium shall be provided by the insurer to the Authority in the same manner." Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates. All endorsements shall be on forms approved by Authority. Consultant shall provide certified copies of required insurance policies, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms, upon Authority's request.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation that any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Primary and Non-contributory.** The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, a provision that such policies are primary and non-contributory to any insurance that may be carried by the Authority or its members, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the Authority. Any insurance or self-insurance maintained by the Authority, its members or their respective officers, officials, employees, or representatives shall be excess of the Consultant's insurance and shall not contribute with it.

D. **Failure to secure or maintain insurance.** If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

E. **Additional Insured.** Authority, its members, and their respective, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled

under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

F. Self-Insured Retentions. Any self-insured retentions are the responsibility of the Consultant and must be declared to and approved by Authority. At the option of Authority, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the Authority, its members and their respective officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

H. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

I. Special Risks or Circumstances. Authority reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

## 11. CONFLICT OF INTEREST

Consultant represents and warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it will be required to fill out a conflict of interest form under Authority's Conflict of Interest Code.

## 12. PROHIBITION AGAINST TRANSFERS

Consultant shall not assign, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee, pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or managing member or joint venturer or syndicate member or cotenant, if Consultant is a partnership or limited liability company or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation or partnership or limited liability company

or other entity.

13. **SUBCONTRACTOR APPROVAL**

A. Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

C. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the Authority for the acts and omissions of Consultant's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors of Consultant and the Authority or its members. In any dispute between the Consultant and its subcontractor, neither the Authority nor any of its members shall be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend, hold harmless and indemnify the Indemnitees as described in Section 9 of this Agreement, should any of the Indemnitees be made a party to any judicial or administrative proceeding to resolve any such dispute.

D. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **REPORTS**

A. Each and every report, draft, work product, map, drawing, specification, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of Authority and is hereby assigned to the Authority. Consultant shall not copyright any Report prepared as part of the services required by this Agreement, except as may be requested on Authority's behalf. Consultant expressly waives and disclaims, any copyright in, and the right to reproduce all Reports, except upon the Authority's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The Consultant shall, upon request of the Authority, execute any further document(s) necessary to further effectuate this waiver and disclaimer. Any Report, information and data acquired or required by this Agreement shall become the property of Authority, and all publication rights are reserved to Authority.



Consultant may retain a copy of any Report furnished to the Authority pursuant to this Agreement.

B. Consultant shall, at such time and in such form as Authority may require, furnish reports concerning the status of services required under this Agreement.

C. All Reports also shall be provided in electronic format.

D. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement that has not been publicly released shall be made available to any individual or organization by Consultant without prior approval by Authority.

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts and copies therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this Agreement.

16. **SUPPLIER DIVERSITY**

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' ("WMDVLGBTBEs") in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com). While CEA is not legally required to comply with GO 156, CEA's policies and commitment to diversity are consistent with the principles of GO 156, and CEA has an Inclusive and Sustainable Workforce Policy, which can be found at <https://thecleanenergyalliance.org/key-documents>.

CEA will provide a link to a survey annually to each of its contract vendors, which may ask for disclosure of (a) their GO 156 certification status, (b) their efforts to work with diverse business enterprises, including those owned or operated by women ("WBE"), minorities ("MBE"), disabled veterans ("DVBE"), and lesbian, gay, bisexual, or transgender people ("LGBTBE"); and (c) other information regarding inclusivity in their workforce or related to CEA's goals as stated in CEA's Inclusive and Sustainable Workforce Policy. CEA will use the information obtained solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, CEA does not discriminate against nor grant preferential treatment based on race, sex, color, ethnicity, or national origin.

17. **CONFIDENTIALITY AND SECURITY**

A. **Confidential Information**. Consultant shall maintain in confidence and not disclose to any third party nor use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority, including confidential information regarding Authority's customers and employees,

except as may be required by law.

**B. Security.**

1. Implementation. Consultant shall implement commercially reasonable administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of data and information provided by Authority or used in connection with providing services under this Agreement, including data or information about third parties (“Authority’s Data”); (b) protect against any anticipated threats or hazards to the security or integrity of Authority’s Data; and (c) protect against unauthorized access to or use of Authority’s Data. Consultant shall review and test such safeguards on no less than an annual basis.

2. Network. If Consultant makes Authority’s Data accessible through the Internet or other networked environment, Consultant shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of Authority’s Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

3. Personal Data. If Consultant processes or otherwise has access to any personal data or personal information on Authority’s behalf when performing Consultant’s services and obligations under this Agreement, then: (a) Authority shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Consultant shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (b) Authority shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Consultant so that Consultant may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Authority’s behalf in order for Consultant to provide the services and perform its other obligations under this Agreement; (c) Consultant shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Authority from time to time and in accordance with the terms of this Agreement; and (d) each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the Parties will cooperate to document these measures taken.

4. Information Security. Consultant represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Authority does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, Consultant shall: (a) Provide Authority with the name and contact information for an employee who shall serve as Authority’s primary security contact and shall be available to assist Authority

twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify Authority of a security breach as soon as practicable, but no later than twenty-four (24) hours after Consultant becomes aware of it. Immediately following Consultant's notification to Authority of a security breach, the Parties shall coordinate with each other to investigate the security breach. Consultant agrees to fully cooperate with Authority in Authority's handling of the matter. Consultant shall use best efforts to immediately remedy any security breach and prevent any further security breach at Consultant's own expense in accordance with applicable privacy rights, laws, regulations and standards. Consultant agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

C. Notice and Remedy of Breaches. Each Party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 16 of this Agreement, whether or not intentional, and the breaching Party shall, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

D. Enforcement. Each Party acknowledges that any breach of any of the provisions of Section 16 of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## 18. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

**TO AUTHORITY:**

Clean Energy Alliance  
Gregory Wade, Chief Executive Officer  
5857 Owens Ave, 3<sup>rd</sup> Floor  
Carlsbad, CA 92008

**TO CONSULTANT:**

Barbara Boswell  
Bayshore Consulting Group  
3111 N. Tustin St Suite 300  
Orange, CA. 92865

## 19. TERMINATION

A. In the event Consultant fails or refuses to perform any of the provisions hereof at the time or in the manner required hereunder, Consultant shall be deemed in default in the

performance of this Agreement. If Consultant fails to cure the default within the time specified (which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, Authority may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. Authority also shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) calendar days' prior written notice to Consultant as provided herein. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within five (5) working days: (1) assemble all documents owned by Authority and in Consultant's possession, and deliver said documents to Authority; and (2) place all work in progress in a safe and protected condition.

B. This Agreement may be terminated by Authority, without cause, upon the giving of thirty (30) days' written notice to Consultant.

C. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination. Upon termination, Consultant shall immediately deliver to the Authority any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by Consultant or given to Consultant, in connection with this Agreement. Such materials is the property of Authority pursuant to Section 14 hereof.

## 20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws, now existing or hereafter amended or enacted.

## 21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought related to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California. Consultant hereby waives any and all objections to personal jurisdiction and venue in said forum.

## 22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

## 23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

## 24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary

the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **DRAFTING AMBIGUITIES**

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **CONSEQUENTIAL DAMAGES**

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

29. **SEVERABILITY**

In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Agreement that is found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

30. **COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in any number of counterpart, which together shall constitute one and the same agreement. A true and correct electronic copy of this Agreement may be used for all purposes as an original.

29. **SIGNATORY AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

**BAYSHORE CONSULTING GROUP,  
INC.,** a California corporation

**CLEAN ENERGY ALLIANCE,**  
A Joint Powers Authority

By: \_\_\_\_\_  
Name: Barbara Boswell  
Title: Partner

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Authority

ATTEST:

\_\_\_\_\_  
Authority Clerk

**Exhibit A**  
**Scope of Services**

Consultant shall provide the following services to the Authority during the term of the Agreement:

**CCA Operations Consultant:** The Consultant will provide the services of a CCA Operations Consultant for the duration of the term of this Agreement under the direction of CEA's Board of Directors and CEO. The specific scope of services to be provided by the CCA Operations Consultant includes the following:

- Oversee designated functions of CEA's administration, including finance, marketing, public affairs, power planning and procurement and regulatory and legislative affairs;
- Assist with the transition of duties to the in-house CEO to ensure CEA continues to meet its obligations to its customers, regulatory agencies and financial commitments; and
- Other priorities as directed by the in-house CEO and Board of Directors

**Exhibit B**  
**Compensation**

Authority shall compensate Consultant for the professional services provided in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation shall be calculated based on the hourly rates set forth below up to the not to exceed budget amount set forth below.

The compensation to be paid to Consultant under this Agreement for all services described in Exhibit "A" shall not exceed a total of two hundred thousand dollars (\$200,000). Reimbursable expenses shall be in addition to the not to exceed amount. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to Authority unless previously approved in writing by Authority.

The compensation for the CCA Operations Consultant will be billed hourly at the rate shown below.

**Rates**

<b>Personnel</b>	<b>Title</b>	<b>Rate</b>
Barbara Boswell	CCA Operations Consultant (after transition from Chief Executive Officer)	\$175 per hour

**Invoices**

**Monthly Invoicing:** In order to request payment, Consultant shall submit monthly invoices to the Authority describing the services performed and the applicable charges (including a summary of the work performed during that period, personnel who performed the services and hours worked).

**Reimbursable Expenses**

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. Travel expenses must be authorized in advance in writing by Authority and must include itemized receipts/documentation.

**Additional Services**

Consultant shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from Authority prior to commencement of any additional services. Consultant shall submit, at the Board's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.



**Exhibit D**  
**Insurance Requirements and Proof of Insurance**

Proof of insurance coverage described below is attached to this Exhibit, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

- (1) **Workers' Compensation:**  
 Statutory coverage as required by the State of California and providing, at minimum, \$1,000,000.00 employers' liability coverage.

- (2) **Liability:**  
 Commercial general liability ("CGL") coverage with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury and property damage, including ongoing and completed operations. ISO occurrence Form CG 0001 or equivalent is required. If limits apply separately to this Agreement (CG 25 03 or 25 04), the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Consultant or subcontractor maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by the Consultant and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the Consultant's primary policy.

- (3) **Automotive:**  
 Commercial Automobile Liability Insurance for all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

- (4) **Professional Liability**  
 Professional liability insurance that includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and \$2,000,000 annual aggregate. Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the services; and (2) the policy will be maintained in force for a period of three years after substantial

completion of the services or termination of this Agreement, whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase Authority's exposure to loss. All defense costs shall be outside the limits of the policy. If Consultant maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by Consultant. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Authority.

(5) **Cyber Liability**

Consultant maintain Cyber Liability with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

## Staff Report

**DATE:** June 27, 2024

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

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 3:** Clean Energy Alliance Chief Executive Officer Operational and Administrative Report

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### **RECOMMENDATION:**

Receive and File Chief Executive Officer Operational and Administrative Report.

### **BACKGROUND AND DISCUSSION:**

This report provides an update to the Clean Energy Alliance (CEA) Board regarding operational and administrative activity.

### **OPERATIONAL UPDATE**

#### *Oceanside & Vista May 2024 Enrollment*

As previously reported, the City Councils of Oceanside and Vista have selected Clean Impact Plus, 75% Carbon Free, as the default power supply in which customers will be automatically enrolled. In addition, the City of Vista City Council approved enrolling all municipal accounts in CEA's Green Impact, 100% renewable power supply, in support of meeting its Climate Action Plan goals.

Enrollment mailers were sent out to Oceanside and Vista customers beginning in early February in preparation for the automatic enrollments in April 2024. The February mailers were the first of four mailers to be sent out. The schedule of mailers is as follows:

February 2024:	60-Day pre-enrollment mailer - Complete
March 2024:	30-Day pre-enrollment mailer – Complete
March 2024:	Letter to NEM customers being enrolled in April 2024
May 2024:	30-Day post-enrollment welcome letter
June 2024:	60-Day post-enrollment mailer

Following distribution of the above mailings, CEA continues to receive calls and opt out requests from Oceanside and Vista residents and businesses.

The statistics as of June 12, 2024, are as follows:

City	# of Eligible Customers	# of Opt-Downs to 50% Renewable	# of Opt-Ups to 100% Renewable	# of Opt-Outs	Participation Rate
Oceanside	64,159	121	51	2,498	96.1%
Vista	34,739	46	252	982	97.2%
<b>TOTAL</b>	<b>98,898</b>	<b>167</b>	<b>303</b>	<b>3,480</b>	<b>96.5%</b>

CEA staff and Oceanside and Vista staff have continued to meet regularly to prepare and carry out our marketing and communications strategy for ongoing enrollment. This included identifying community events to participate in, key community groups to reach out to, and key customers to contact. The goal of the marketing and communications strategy has been to meet with affected residents and businesses to answer questions they may have about CEA, address concerns related to their enrollment and to minimize opt-outs.

To provide opportunities for the communities to meet with CEA staff and have their questions answered, staff has continued to attend several in person community events and will attend several others.

#### *CEA in the Community*

CEA has been busy with many of the scheduled outreach efforts. Recent events that CEA participated in:

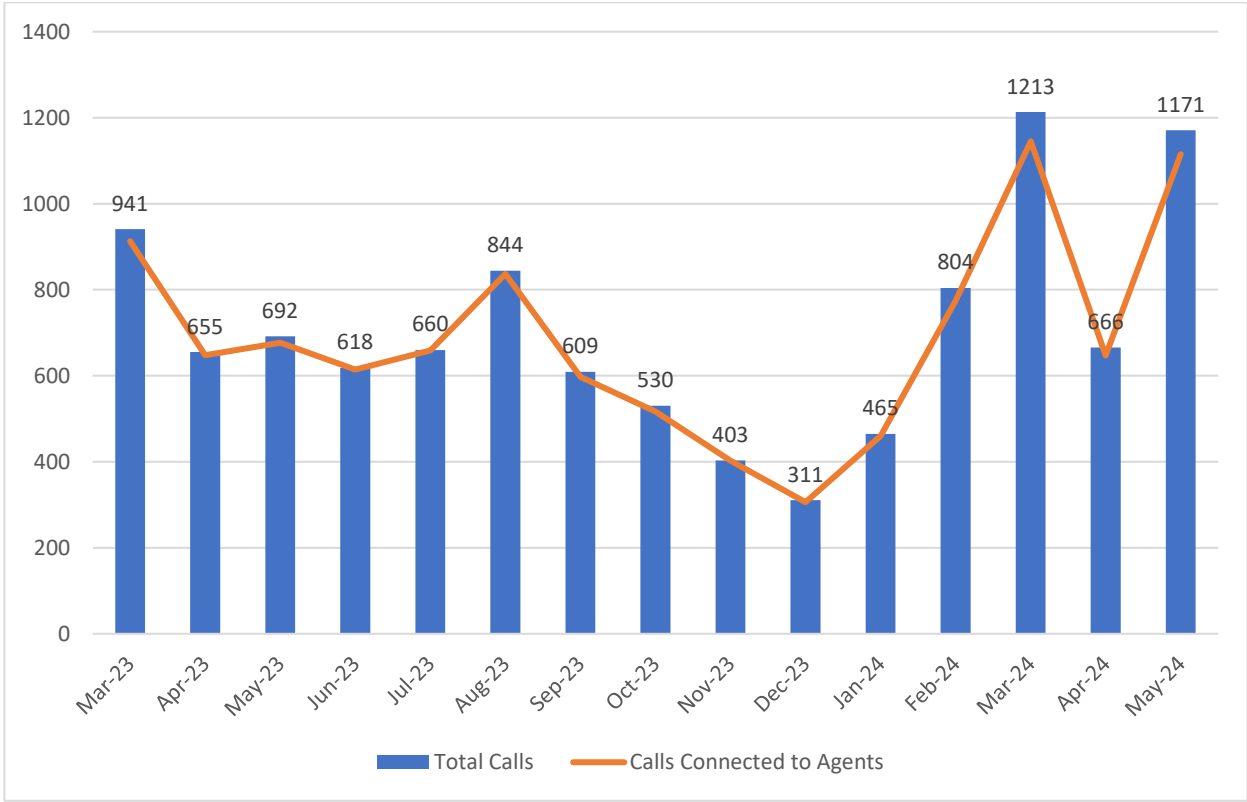
DATE	DESCRIPTION
May 15, 2024	California Green Business Network Conference
May 16, 2024	California Efficiency & Demand Management Council Spring Symposium
May 18, 2024	Ocean Hills Country Club, Senior Expo
May 19, 2024	Escondido Street Festival
May 21, 2024	El Camino Rotary Club
May 23, 2024	North County African American Women's Association (NCAAWA)
May 26, 2024	Vista Strawberry Festival
May 29, 2024	Oceanside Chamber New Member Event
June 17, 2024	Spanish Speaking Community Outreach Event

Upcoming events that CEA will be participating in:

DATE	DESCRIPTION
June 25, 2024	Oceanside City Council Presentation
July 11, 2024	San Diego County Farm Bureau, Board Meeting
July 17, 2024	Escondido City Council Presentation
August 1, 2024	Oceanside Chamber of Commerce, Emerging Issues Forum

#### *Call Center Activity and Participation Statistics*

The following chart reflects customer activity through April 30, 2024.



Call volumes to CEA’s Call Center increased 76% from April to May 2024, which is to be expected following the delivery of 30-day post enrollment mailers in May. The most common call topics for all customers (commercial and residential) were related to Opt Out inquiries, General Information and Net Energy Metering.

The total number of calls received, response times and call duration through June 8, 2024, are in the following table:

Monthly Summary - June 12 2024					
Stats by Month	12-Jun	May	Apr	Mar	Total
Total Calls	253	1171	666	1213	19,900
Total Calls Connected to Agents	248	1115	647	1145	19,455
Average Seconds to Answer	0:00:23	0:00:50	0:00:35	0:00:48	
Average Call Duration	0:11:25	0:10:57	0:10:37	0:11:22	

The following chart reflects enrollments in CEA's power supply products through June 8, 2024:

POWER SUPPLY PRODUCT	MAY 2024	JUNE 2024	Net Change
Clean Impact – 50% Renewable	544	689	+145
Clean Impact Plus - 75% Carbon Free	242,682	242,327	-355
Green Impact – 100% Renewable	850	995	+145
<b>TOTAL ACCOUNTS</b>	<b>244,076</b>	<b>244,011</b>	<b>-65</b>

#### *Risk Oversight Committee*

Pursuant to CEA's Energy Risk Management Policy, the Risk Oversight Committee met on June 6, 2024. The Committee again reviewed CEA's proposed Fiscal Year (FY) 2024/2025 Budget as well as current energy market prices, CEA load forecast and their impact to CEA's 5-year budgetary outlook. Recent procurement activity, current portfolio positions and future procurement targets, and portfolio market to market and counterparty exposure was also discussed. The next regular meeting of the Committee is scheduled for September 5, 2024.

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

VENDOR	DESCRIPTION	AMOUNT
None		

#### **FISCAL IMPACT:**

There is no fiscal impact with this action.

Submitted for Board consideration:



Gregory Wade  
Chief Executive Officer

#### **ATTACHMENTS:**

None.

## Staff Report

**DATE:** June 27, 2024

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

**FROM:** Andy Stern, Chief Financial Officer

**ITEM 4:** Consider Adoption of Resolution No. 2024-009, Setting Rates for Clean Energy Alliance Effective November 1, 2024 and Adoption of Resolution No. 2024-010 Approving the Fiscal Year 2024/2025 Budget

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### **RECOMMENDATION:**

- 1) Conduct the Public Hearing: Open the Public Hearing, Receive Public Testimony, and Close the Public Hearing.
- 2) Adopt Resolution No. 2024-009, Setting Rates for Clean Energy Alliance Effective November 1, 2024, Implementing the Option 3 (Winter Rate Increase 30%; Summer Rate Increase 15%) Rate change; **or** Adopt Resolution No. 2024-009, Setting Rates for Clean Energy Alliance Effective November 1, 2024, Implementing the Option 4 (Winter Rate Increase 40%; Summer Rate Increase 10%) Rate Change.
- 3) Adopt Resolution No. 2024-010, approving the Fiscal Year 2024/2025 Budget, based on the Rate Change Option Adopted in Resolution No. 2024-009.

### **BACKGROUND AND DISCUSSION:**

At its May 30, 2024 special meeting, the Clean Energy Alliance (CEA) Board reviewed and discussed the proposed Fiscal Year 2024/2025 Budget and rate change options. The Board considered three rate change options presented by staff and gave direction to staff to schedule a Public Hearing for the June 27 meeting to consider adoption of an amended rate schedule that implemented Option 3, increasing winter rates by 30% (total bill change of 4.4%) and summer rates by 15% (total bill change of 6.5%), effective November 1, 2024. The Board gave further direction for staff to evaluate other rate change options that would result in smoothing out customer electric bills, by bringing winter rates and summer rates closer together. In response to that request, staff evaluated an Option 4, which adjusts winter rates by 40% (total bill change of 5.9%) and summer rates by 10% (total Bill Change of 4.5%).

Two versions (Option A and Option B) of the proposed FY 2024/2025 Budget are detailed below. The two versions reflect the 2 rate increase alternatives for the Board to consider. Based on the rate increase adopted by the Board, the corresponding budget should also be adopted. Each budget reflects a full year of service for all member cities, including the recent expansion into Oceanside and Vista, a full year of staffing costs related to recent employee hires, projected power supply costs based on current forward price curves and existing contracts, on-going regulatory compliance requirements and professional and legal services required to support operations.

The following key assumptions were used to develop both versions of the proposed Budget:

- Revenue based on current adopted rates and projected usage
- Inclusion of a recommended customer rate increase to be considered by the Board
- Power supply costs based on actual executed contracts and May 2024 forward price curves
- Reasonable power supply cost contingency based on historical volatility
- Consulting services based on approved contracts

**Proposed Fiscal Year 2024/2025 Operating Budget**

The FY 2024/2025 proposed budget is based on the following priorities and goals:

- Financial Stability
- Meeting Regulatory Compliance
- Meeting Line of Credit Covenants
- Supporting the Achievement of Member Agency Climate Action Plan Goals

**A. Energy Expenses (Same for Budget option A and Budget Option B)**

The single largest expense category for CEA is Energy procurement. Costs are expected to increase significantly in the upcoming fiscal year relative to the current year. While a portion of the increase is related to recent expansion to Oceanside and Vista, and the initiation of service to Channelside (the desalination plant) in January 2025, increasing costs for Resource Adequacy and Renewable Energy account for a significant amount of the additional costs that are expected to be incurred. Renewable energy expenses are necessary to meet CEA's goals of providing a minimum 50% renewable energy, that increases to 100% by 2035. The total proposed budgeted expense for Energy is \$317.1 million. In addition, the Proposed Budget includes an additional amount for Contingency of Energy expenses to ensure against unforeseen spikes in potentially volatile energy markets.

**B. Other Operating Expenses (Same for Budget Option A and Budget Option B)**

The Proposed Budget also reflects an increase of approximately \$3.5 million in the total of Other Operating Expenses. The biggest increases are in expenses related directly to the increase in customer accounts as a result of expanded territory. Expected expenses for Calpine data management and SDG&E service fees make up \$1.2 million of the overall increase. Other significant increases include Staff Compensation related to a full year of staffing costs in the FY2024/2025 year along with funding to begin implementing new programs and to enhance existing programs.



	<b>Proposed Budget FY2024-2025</b>
<b>Communications and Outreach</b>	<b>\$605,164</b>
<b>General and Administrative</b>	<b>\$496,629</b>
<b>Consultants &amp; Professional Services</b>	<b>\$5,798,262</b>
<b>Staff Compensation</b>	<b>\$1,878,595</b>
<b>Programs</b>	<b>\$600,000</b>
<b>Other Operating Expenses (excluding Energy)</b>	<b>\$9,378,650</b>

### C. Revenues

The primary source of revenue comes from payment of customer electricity rates. CEA sets customer rates based on the following priorities:

- JPMorgan credit line covenant compliance
  - Result in revenues sufficient to recover costs and fund reserves
  - Meet Debt Service Coverage Ratio & Days Liquidity on Hand
- Address cash flow needs
- Rate Stability
- Financial stability and credit rating
- Fund Board established operating reserve policy
- Sufficient funding to support increased renewable energy procurement to achieve climate goals and implement local programs
- Rate competitive to SDG&E

As previously mentioned, at its May 27, 2024 meeting, the Board directed staff to schedule a public hearing to consider a rate increase that adjusts winter rates by 30% and summer rates by 15% effective November 1, 2024. The Proposed Budget Option A reflects that proposed rate structure.

At the same meeting, the Board directed staff to evaluate other rate structure alternatives that further smoothed the rate differential between summer and winter rates. Staff has determined that a structure that increases customer winter rates by 40% and increases customer summer rates by 10%, effective November 1, 2024, would meet that objective while also meeting all of the rate-setting priorities outlined above. The Proposed Budget Option B reflects that rate structure.

The two rate-setting options and the impact to residential bills is summarized in the following table:

For rate TOUD-DR1, which is the rate most residential customers are served under, the current average residential customer's electric summer bill is \$200 per month and the current average winter electric bill is \$170 per month. This is based on an average monthly energy use of 338 kWh in winter and an average of 377 kWh in summer.

The impact of the three options on residential bills are summarized below:

	Average Winter \$ Change % Total Bill Change	Average Summer \$Change % Total Bill Change
<b>Option 3</b>	\$7.50 4.4%	\$13.00 6.5%
<b>Option 4</b>	\$10.00 5.9%	\$9.00 4.5%

Winter rates are in effect November through May (7 months) and summer rates are in effect June through October (5 months). Taking this into account, the annualized total bill change based on the two options above are reflected below:

	Average Total Winter Bill	Average Total Summer Bill	Average Year- Long Monthly Bill	Annualized Percent Change
<b>Current Monthly Rates</b>	\$170.00	\$200.00	\$182.50	
<b>Option 3</b>	\$177.50	\$213.00	\$192.29	5.4%
<b>Option 4</b>	\$180.00	\$209.00	\$192.08	5.2%

Based on the total annualized impact of the rate change, Option 4 provides the least impact to customers, while bringing winter and summer energy costs closer together.

The following table provides the line-item detail of Option A and Option B of the FY 2024/2025 Proposed Budget. Based on implementation of either rate increase structure Option 3 or Option 4, the Proposed Budget would result in net positive budgeted results of operations in the amount of approximately \$24.0 million or \$33.3 million, respectively.

Clean Energy Alliance  
FY 2024/2025 Proposed Budget

	Option A Proposed Budget FY2024-2025	Option B Proposed Budget FY2024-2025
<b>Total Operating Revenues</b>	<b>\$351,573,172</b>	<b>\$360,839,549</b>
<b>Total Cost of Energy</b>	<b>\$317,090,165</b>	<b>\$317,090,165</b>
<b>Communications and Outreach</b>	<b>\$605,164</b>	<b>\$605,164</b>
<b>General and Administrative</b>	<b>\$496,629</b>	<b>\$496,629</b>
<b>Consultants &amp; Professional Services</b>	<b>\$5,798,262</b>	<b>\$5,798,262</b>
<b>Staff Compensation</b>	<b>\$1,878,595</b>	<b>\$1,878,595</b>
<b>Programs</b>	<b>\$600,000</b>	<b>\$600,000</b>
<b>Other Operating Expenses (excluding Energy)</b>	<b>\$9,378,650</b>	<b>\$9,378,650</b>
<b>Total Operating Expenses</b>	<b>\$326,468,815</b>	<b>\$326,468,815</b>
<b>Operating Income (Loss)</b>	<b>\$25,104,356</b>	<b>\$34,370,733</b>
<b>Total Nonoperating Income/(Expense)</b>	<b>(\$1,099,128)</b>	<b>(\$1,063,383)</b>
<b>CHANGE IN NET POSITION</b>	<b>\$24,005,228</b>	<b>\$33,307,350</b>

**Annual Reserve Contribution**

CEA's adopted policy requires that rates are set to provide an annual reserve contribution of 5% of revenues. Based on the above budget, both options meet the reserve requirement as detailed in the table below.

	Option A Proposed Budget FY 2024/2025	Option B Proposed Budget FY 2024/2025
<b>Change in Net Position</b>	<b>\$24,005,228</b>	<b>\$33,307,350</b>
<b>Required Reserve Contribution (5% of Revenue)</b>	<b>\$17,578,659</b>	<b>\$18,041,977</b>
<b>Remaining Net Position</b>	<b>\$6,426,569</b>	<b>\$15,265,373</b>
<b>Reserve Requirement Met?</b>	<b>Yes</b>	<b>Yes</b>

**5-Year Outlook**

Managing energy purchases and providing electricity generation service for the customers in CEA's territories requires a long-term view to ensure financial stability. To that end, a 5-year outlook is shown below for the Option A and Option B Proposed Budgets.

**OPTION A**

	Option A Proposed Budget FY2024-2025	Outlook FY2025-2026	Outlook FY2026-2027	Outlook FY2027-2028	Outlook FY2028-2029
Total Operating Revenues	\$351,573,172	\$404,711,328	\$413,164,663	\$419,756,210	\$426,594,611
Total Cost of Energy	\$317,090,165	\$350,900,546	\$399,287,835	\$367,895,623	\$338,957,281
Other Operating Expenses (excluding Energy)	\$9,378,650	\$12,171,913	\$15,774,357	\$19,767,876	\$24,258,765
Total Operating Expenses	\$326,468,815	\$363,072,459	\$415,062,191	\$387,663,499	\$363,216,046
Operating Income (Loss)	\$25,104,356	\$41,638,869	(\$1,897,528)	\$32,092,711	\$63,378,566
Total Nonoperating Income/(Expense)	(\$1,099,128)	\$3,525	\$501,047	\$671,360	\$1,252,115
CHANGE IN NET POSITION	\$24,005,228	\$41,642,394	(\$1,396,481)	\$32,764,071	\$64,630,681

**OPTION B**

	Option B Proposed Budget FY2024-2025	Outlook FY2025-2026	Outlook FY2026-2027	Outlook FY2027-2028	Outlook FY2028-2029
Total Operating Revenues	\$360,839,549	\$406,185,045	\$414,628,305	\$421,245,759	\$428,110,525
Total Cost of Energy	\$317,090,165	\$350,900,546	\$399,287,835	\$367,895,623	\$338,957,281
Other Operating Expenses (excluding Energy)	\$9,378,650	\$12,171,913	\$15,774,357	\$19,767,876	\$24,258,765
Total Operating Expenses	\$326,468,815	\$363,072,459	\$415,062,191	\$387,663,499	\$363,216,046
Operating Income (Loss)	\$34,370,733	\$43,112,586	(\$433,886)	\$33,582,260	\$64,894,479
Total Nonoperating Income/(Expense)	(\$1,063,383)	\$82,772	\$598,055	\$786,581	\$1,386,071
CHANGE IN NET POSITION	\$33,307,350	\$43,195,358	\$164,169	\$34,368,841	\$66,280,550

**FISCAL IMPACT:**

With the adoption of a rate increase, revenues from energy sales to customers would provide sufficient funds for the proposed expenditures and the required contribution to reserves.

Submitted for Board consideration:



\_\_\_\_\_  
Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2024-009, Setting Rates for Clean Energy Alliance Effective November 1, 2024
- B. Resolution No. 2024-010, Approving the Fiscal Year 2024/2025 Budget
- C. Rate Setting Public Hearing Notice

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2024-009**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY  
ALLIANCE SETTING RATES FOR CLEAN ENERGY ALLIANCE EFFECTIVE  
NOVEMBER 1, 2024**

**WHEREAS**, the Clean Energy Alliance (CEA) is a joint powers agency formed on November 4, 2019, under the Joint Exercise of Power Act, California Government Code section 6500 *et seq.*,

**WHEREAS**, Section 4.6 of the Joint Powers Authority (JPA) Agreement establishes the specific responsibility of the CEA Board of Directors to adopt retail rates for power; and

**WHEREAS**, Section 6.5 of the JPA Agreement states CEA's power supply base product will be greater than or equal to 50% qualified renewable resources and the Board shall establish other product offerings; and

**WHEREAS**, Current CEA rates were established through adoption of Resolution 2023-001 effective February 1, 2024; and

**WHEREAS**, the CEA Board desires to replace Resolution No. 2023-001 and update rates to ensure revenues sufficient to cover costs;

**WHEREAS**, CEA rates are required to be set sufficient to meet the covenants in the JPMorgan Revolving Line of Credit;

**WHEREAS**, CEA has been experiencing a significant increase in Resource Adequacy and Renewable Energy costs resulting in current rates not generating sufficient revenue to cover costs;

**WHEREAS**, CEA's rates have been proposed to provide sufficient revenue to cover expenses and fund required reserve contributions over the next five years;

**WHEREAS**, the Board considered options for a rate adjustment at its Regular Board Meeting on May 30, 2024;

**WHEREAS**, the Board directed a Public Hearing to consider the rate adjustment to be held on June 27, 2024;

**WHEREAS**, the Public Hearing Notice was published in the San Diego Union Tribune on June 14 and June 21, 2024 and posted on June 13, 2024.

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

Section 1. The Board of Directors of the Clean Energy Alliance hereby approves CEA Rates as detailed in Exhibit A, based on the rate change option selected by the Board.

Section 2. Rates are to be effective November 1, 2024.

The foregoing Resolution was passed and adopted this 27th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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Dave Druker, Chair

ATTEST:

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Kaylin McCauley  
Board Secretary

## PROPOSED RATES EFFECTIVE NOVEMBER 1, 2024

The rates below reflect Clean Energy Alliance's (CEA) generation rate, and do not include San Diego Gas & Electric (SDG&E) delivery charge, General Municipal Surcharge (GMS), or the Power Charge Indifference Adjustment (Exit Fees) on SDG&E's CCA-CRS rate tariff. Information for these charges can be found at [www.sdge.com](http://www.sdge.com).

### SDG&E to CEA Rate Mapping

The table below maps SDG&E rates to CEA rates

SDG&E RATE	CEA RATE
<b>RESIDENTIAL</b>	
Schedule DR-LI and Medical Baseline Customers	DR-LI-MB
DR-TOU, DR-TOU-CARE, DR-TOU-MB	DR-TOU
DR-SES, DR-SES-CARE, DR-SES-MB	DR-SES
EV-TOU	EV-TOU
EV-TOU-2, EV-TOU-2-CARE, EV-TOU-2-MB	EV-TOU-2
EV-TOU-5, EV-TOU-5-CARE, EV-TOU-5-MB	EV-TOU-5
TOU-DR-1, TOU-DR-1-CARE, TOU-DR-1-MB	TOU-DR-1
TOU-DR-2, TOU-DR-CARE, TOU-DR-2-MB	TOU-DR-2
TOU-DR, TOU-DR-CARE, TOU-DR-MB	TOU-DR
DR-SES (Grandfathered)	G-DR-SES
EV-TOU (Grandfathered)	G-EV-TOU
EV-TOU-2, EV-TOU-2-CARE, EV-TOU-2-MB (Grandfathered)	G-EV-TOU-2
TOU-DR, TOU-DR-CARE, TOU-DR-MB (Grandfathered)	G-TOU-DR
<b>COMMERCIAL/INDUSTRIAL</b>	
TOU-A	TOU-A-S
TOU-A	TOU-A-P
TOU-A-LI, TOU-A-2-LI, TOU-M-LI	E-LI-TOU
AL-TOU-LI, DG-R-LI	E-LI-NR
TOU-A-2 – Secondary	TOU-A-2-S
TOU-A-2 – Primary	TOU-A-2-P
TOU-A-3 – Secondary	TOU-A-3-S
TOU-A-3 -Primary	TOU-A-3-P
TOU-M	TOU-M
A-TC	A-TC
OL-TOU	OL-TOU
AL-TOU – Secondary	AL-TOU-S
AL-TOU – Primary	AL-TOU-P
AL-TOU - Transmission	AL-TOU-T
AL-TOU-2 - Secondary	AL-TOU-2-S
AL-TOU-2 - Primary	AL-TOU-2-P

<b>SDG&amp;E RATE</b>	<b>CEA RATE</b>
AL-TOU-2 - Transmission	AL-TOU-2-T
DG-R – Secondary	DG-R-S
DG-R – Primary	DG-R-P
DG-T - Transmission	DG-R-T
A6-TOU – Primary	A6-TOU-P
A6-TOU - Transmission	A6-TOU-T
EV-HP - Secondary	EV-HP-S
EV-HP - Primary	EV-HP-P
TOU-M (Grandfathered)	G-TOU-M
OL-TOU (Grandfathered)	G-OL-TOU
TOU-A (Grandfathered) – Secondary	G-TOU-A-S
TOU-A (Grandfathered) – Primary	G-TOU-A-P
AL-TOU (Grandfathered) – Secondary	G-AL-TOU-S
AL-TOU (Grandfathered) – Primary	G-AL-TOU-P
AL-TOU (Grandfathered) – Transmission	G-AL-TOU-T
DG-R (Grandfathered) – Secondary	G-DG-R-S
DG-R (Grandfathered) – Primary	G-DG-R-P
DG-R (Grandfathered) – Transmission	G-DG-R-T
A6-TOU (Grandfathered) – Primary	G-A6-TOU-P
A6-TOU (Grandfathered) – Transmission	G-A6-TOU-T
<b>PUMPING/AGRICULTURE</b>	
TOU-PA<20kW – Secondary	TOU-PA-S
TOU-PA<20kW – Primary	TOU-PA-P
TOU-PA-2>=20kW – Secondary	TOU-PA-2-S
TOU-PA-2>=20kW – Primary	TOU-PA-2-P
TOU-PA-3<20kW – Secondary	TOU-PA-3-S<20kW
TOU-PA-3<20kW – Primary	TOU-PA-3-P<20kW
TOU-PA-3>=20kW – Secondary	TOU-PA-3-S>=20kW
TOU-PA-3>=20kW – Primary	TOU-PA-3-P>=20kW
PA-T-1 – Secondary	PA-T-1-S
PA-T-1 – Primary	PA-T-1-P
PA-T-1 - Transmission	PA-T-1-T
PA-T-1 (Grandfathered) – Secondary	G-PA-T-1-S
PA-T-1 (Grandfathered) – Primary	G-PA-T-1-P
PA-T-1 (Grandfathered) – Transmission	G-PA-T-1-T
TOU-PA<20kW (Grandfathered) – Secondary	G-TOU-PA-S
TOU-PA<20kW (Grandfathered) – Primary	G-TOU-PA-P
TOU-PA>=20kW (Grandfathered) – Secondary	G-TOU-PA-2-S
TOU-PA>=20kW (Grandfathered) – Primary	G-TOU-PA-2-P
<b>LIGHTING</b>	
LS-1, LS-2, LS-3, OL-1, DWL and LS-2 DS	LS
OL-2	OL-2
OL-TOU	OL-TOU
LS-2 AD	LS-2-AD

**TIME-OF-USE PERIODS**



<b>Weekdays</b>	<b>Summer June 1 – October 31</b>	<b>Winter November 1 – May 31</b>
On-Peak	4pm – 9pm	4pm – 9pm
Off-Peak	6am – 4pm; 9pm – midnight	6am – 4pm Excluding 10am-2pm in March & April; 9pm – midnight
Super Off-Peak	Midnight – 6am	Midnight- 6am 10am – 2pm in March & April

<b>Weekends</b>	<b>Summer June 1 – October 31</b>	<b>Winter November 1 – May 31</b>
On-Peak	4pm – 9pm	4pm – 9pm
Off-Peak	2pm – 4pm; 9pm – midnight	2pm – 4pm 9pm – midnight
Super Off-Peak	Midnight – 2pm	Midnight- 2pm

### **GRANDFATHERED TIME-OF-USE PERIODS**

	<b>Summer June 1 – October 31</b>	<b>Winter November 1 – May 31</b>
On-Peak	11am-6pm Monday through Friday, excluding Holidays	N/A
Semi-Peak	6am-11am and 6pm- 10pm Monday through Friday, excluding Holidays	6am-6pm weekdays, and all hours on weekends and Holidays
Off-Peak	10pm-6am weekdays, and all hours weekends and Holidays	6pm-6am weekdays, and all hours on weekends and Holidays

**CLEAN ENERGY ALLIANCE PROPOSED RATES – OPTION A**  
**30% WINTER INCREASE/15% SUMMER INCREASE**

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>RESIDENTIAL</b>					
<b>DR</b>	Total	\$0.25299	\$0.29094	\$ 0.07801	\$0.10141
<b>DR-LI-MB</b>	Total	\$0.25299	\$0.29094	\$ 0.07801	\$0.10141
<b>E-LI-TOU</b>	Total	\$0.07683	\$0.08835	\$ 0.07177	\$0.07683
<b>E-LI-NR</b>	Total	\$0.07712	\$0.08869	\$ 0.07327	\$0.09330
<b>DR-SES</b>	On-Peak	\$0.46985	\$0.54033	\$ 0.17450	\$0.22685
<b>DR-SES</b>	Off-Peak	\$0.14523	\$0.16701	\$ 0.11273	\$0.14655
<b>DR-SES</b>	Super Off-Peak	\$0.04510	\$0.05187	\$ 0.03705	\$0.04817
<b>EV-TOU</b>	On-Peak	\$0.46985	\$0.54033	\$ 0.17450	\$0.22685
<b>EV-TOU</b>	Off-Peak	\$0.14523	\$0.16701	\$ 0.11273	\$0.14655
<b>EV-TOU</b>	Super Off-Peak	\$0.04510	\$0.05187	\$ 0.03705	\$0.04817
<b>EV-TOU-2</b>	On-Peak	\$0.46985	\$0.54033	\$ 0.17450	\$0.22685
<b>EV-TOU-2</b>	Off-Peak	\$0.14523	\$0.16701	\$ 0.11273	\$0.14655
<b>EV-TOU-2</b>	Super Off-Peak	\$0.04510	\$0.05187	\$ 0.03705	\$0.04817
<b>EV-TOU-5</b>	On-Peak	\$0.46985	\$0.54033	\$ 0.17450	\$0.22685
<b>EV-TOU-5</b>	Off-Peak	\$0.14523	\$0.16701	\$ 0.11273	\$0.14655
<b>EV-TOU-5</b>	Super Off-Peak	\$0.04510	\$0.05187	\$ 0.03705	\$0.04817
<b>TOU-DR-1</b>	On-Peak	\$0.50838	\$0.58464	\$ 0.14271	\$0.18552
<b>TOU-DR-1</b>	Off-Peak	\$0.20463	\$0.23532	\$ 0.06081	\$0.07905
<b>TOU-DR-1</b>	Super Off-Peak	\$0.04510	\$0.05187	\$ 0.03705	\$0.04817
<b>TOU-DR-2</b>	On-Peak	\$0.50838	\$0.58464	\$ 0.14271	\$0.18552
<b>TOU-DR-2</b>	Off-Peak	\$0.13885	\$0.15968	\$ 0.04987	\$0.06483
<b>TOU-DR</b>	On-Peak	\$0.34585	\$0.39773	\$ 0.14234	\$0.18504
<b>TOU-DR</b>	Off-Peak	\$0.25238	\$0.29024	\$ 0.06059	\$0.07877
<b>TOU-DR</b>	Super Off-Peak	\$0.15107	\$0.17373	\$ 0.03688	\$0.04794
<b>G-DR-SES (Grandfathered)</b>	On-Peak	\$0.21821	Deleted	\$ -	Deleted
<b>G-DR-SES (Grandfathered)</b>	Semi-Peak	\$0.21816	Deleted	\$ 0.23601	Deleted

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>G-DR-SES (Grandfathered)</b>	Off-Peak	\$0.21815	Deleted	\$ 0.23599	Deleted
<b>G-EV-TOU (Grandfathered)</b>	On-Peak	\$0.11522	Deleted	\$ 0.09117	Deleted
<b>G-EV-TOU (Grandfathered)</b>	Off-Peak	\$0.11520	Deleted	\$ 0.09116	Deleted
<b>G-EV-TOU (Grandfathered)</b>	Super Off-Peak	\$0.08898	Deleted	\$ 0.05636	Deleted
<b>G-EV-TOU-2 (Grandfathered)</b>	On-Peak	\$0.15447	Deleted	\$ 0.39283	Deleted
<b>G-EV-TOU-2 (Grandfathered)</b>	Off-Peak	\$0.15445	Deleted	\$ 0.14199	Deleted
<b>G-EV-TOU-2 (Grandfathered)</b>	Super Off-Peak	\$0.15444	Deleted	\$ 0.14198	Deleted
<b>G-TOU-DR (Grandfathered)</b>	On-Peak	\$0.31499	Deleted	\$ 0.12760	Deleted
<b>G-TOU-DR (Grandfathered)</b>	Semi-Peak	\$0.22893	Deleted	\$ 0.05234	Deleted
<b>G-TOU-DR (Grandfathered)</b>	Off-Peak	\$0.13564	Deleted	\$ 0.03050	Deleted
<b>COMMERCIAL/INDUSTRIAL</b>					
<b>TOU-A-S</b>	On-Peak	\$ 0.32490	\$0.37364	\$ 0.16285	\$0.21171
<b>TOU-A-S</b>	Off-Peak	\$ 0.15199	\$0.17479	\$ 0.05910	\$0.07683
<b>TOU-A-P</b>	On-Peak	\$ 0.32304	\$0.37150	\$ 0.16185	\$0.21041
<b>TOU-A-P</b>	Off-Peak	\$ 0.15099	\$0.17364	\$ 0.05869	\$0.07630
<b>TOU-A-2-S</b>	On-Peak	\$ 0.44129	\$0.50748	\$ 0.14967	\$0.19457
<b>TOU-A-2-S</b>	Off-Peak	\$ 0.12498	\$0.14373	\$ 0.06531	\$0.08490
<b>TOU-A-2-S</b>	Super Off-Peak	\$ 0.05015	\$0.05767	\$ 0.03957	\$0.05144
<b>TOU-A-2-P</b>	On-Peak	\$ 0.43892	\$0.50476	\$ 0.14877	\$0.19340
<b>TOU-A-2-P</b>	Off-Peak	\$ 0.12419	\$0.14282	\$ 0.06484	\$0.08429
<b>TOU-A-2-P</b>	Super Off-Peak	\$ 0.00000	\$0.0000	\$ 0.03928	\$0.05106
<b>TOU-A-3-S</b>	On-Peak	\$ 0.32123	\$0.36941	\$ 0.14967	\$0.19457
<b>TOU-A-3-S</b>	Off-Peak	\$ 0.17895	\$0.20579	\$ 0.06531	\$0.08490
<b>TOU-A-3-S</b>	Super Off-Peak	\$ 0.05144	\$0.05916	\$ 0.03957	\$0.05144
<b>TOU-A-3-P</b>	On-Peak	\$ 0.31944	\$0.36736	\$ 0.14877	\$0.19340
<b>TOU-A-3-P</b>	Off-Peak	\$ 0.17786	\$0.20454	\$ 0.06484	\$0.08429

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>TOU-A-3-P</b>	Super Off-Peak	\$ 0.05097	\$0.05862	\$ 0.03928	\$0.05106
<b>A-TC</b>	Total	\$ 0.07159	\$0.08233	\$ 0.07159	\$0.09307
<b>TOU-M</b>	On-Peak	\$ 0.45424	\$0.52238	\$ 0.14922	\$0.19399
<b>TOU-M</b>	Off-Peak	\$ 0.12567	\$0.14452	\$ 0.06490	\$0.08437
<b>TOU-M</b>	Super Off-Peak	\$ 0.05233	\$0.06018	\$ 0.03923	\$0.05100
<b>AL-TOU-S DEMAND</b>	On-Peak	\$ 19.23	\$22.11	\$ 0.00	\$0.00
<b>AL-TOU-S</b>	On-Peak	\$ 0.21688	\$0.24941	\$ 0.22861	\$0.29719
<b>AL-TOU-S</b>	Off-Peak	\$ 0.11360	\$0.13064	\$ 0.10411	\$0.13534
<b>AL-TOU-S</b>	Super Off-Peak	\$ 0.08021	\$0.09224	\$ 0.06797	\$0.08836
<b>AL-TOU-P DEMAND</b>	On-Peak	\$ 19.14	\$22.01	\$ 0.00	\$ 0.00
<b>AL-TOU-P</b>	On-Peak	\$ 0.21556	\$0.24789	\$ 0.22731	\$0.29550
<b>AL-TOU-P</b>	Off-Peak	\$ 0.11283	\$0.12975	\$ 0.10345	\$0.13449
<b>AL-TOU-P</b>	Super Off-Peak	\$ 0.07975	\$0.09171	\$ 0.06756	\$0.08783
<b>AL-TOU-T DEMAND</b>	On-Peak	\$ 18.32	\$21.07	\$ 0.00	\$ 0.00
<b>AL-TOU-T</b>	On-Peak	\$ 0.20394	\$0.23453	\$ 0.21542	\$0.28005
<b>AL-TOU-T</b>	Off-Peak	\$ 0.10568	\$0.12153	\$ 0.09694	\$0.12602
<b>AL-TOU-T</b>	Super Off-Peak	\$ 0.07432	\$0.08547	\$ 0.06263	\$0.08142
<b>AL-TOU-2-S DEMAND</b>	On-Peak	\$ 33.29	\$38.28	\$ 0.00	\$0.00
<b>AL-TOU-2-S</b>	On-Peak	\$ 0.19293	\$0.22187	\$ 0.20185	\$0.26241
<b>AL-TOU-2-S</b>	Off-Peak	\$ 0.09927	\$0.11416	\$ 0.08910	\$0.11583
<b>AL-TOU-2-S</b>	Super Off-Peak	\$ 0.06746	\$0.07758	\$ 0.05637	\$0.07328
<b>AL-TOU-2-P DEMAND</b>	On-Peak	\$ 33.12	\$38.09	\$ 0.00	\$ 0.00
<b>AL-TOU-2-P</b>	On-Peak	\$ 0.19173	\$0.22049	\$ 0.20068	\$0.26088
<b>AL-TOU-2-P</b>	Off-Peak	\$ 0.09855	\$0.11333	\$ 0.08850	\$0.11505
<b>AL-TOU-2-P</b>	Super Off-Peak	\$ 0.06704	\$0.07710	\$ 0.05601	\$0.07281
<b>AL-TOU-2-T DEMAND</b>	On-Peak	\$ 31.70	\$36.46	\$ 0.00	\$ 0.00
<b>AL-TOU-2-T</b>	On-Peak	\$ 0.18113	\$0.20830	\$ 0.18990	\$0.24687
<b>AL-TOU-2-T</b>	Off-Peak	\$ 0.09203	\$0.10583	\$ 0.08261	\$0.10739

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>AL-TOU-2-T</b>	Super Off-Peak	\$ 0.06213	\$0.07145	\$ 0.05154	\$0.06700
<b>DG-R-S</b>	On-Peak	\$ 0.58423	\$0.67186	\$ 0.16319	\$0.21215
<b>DG-R-S</b>	Off-Peak	\$ 0.17408	\$0.20019	\$ 0.06742	\$0.08765
<b>DG-R-S</b>	Super Off-Peak	\$ 0.04909	\$0.05645	\$ 0.03963	\$0.05152
<b>DG-R-P</b>	On-Peak	\$ 0.58130	\$0.66850	\$ 0.16219	\$0.21085
<b>DG-R-P</b>	Off-Peak	\$ 0.17306	\$0.19902	\$ 0.06692	\$0.08700
<b>DG-R-P</b>	Super Off-Peak	\$ 0.04874	\$0.05605	\$ 0.03932	\$0.05112
<b>DG-R-T</b>	On-Peak	\$ 0.55540	\$0.63871	\$ 0.15304	\$0.19895
<b>DG-R-T</b>	Off-Peak	\$ 0.16374	\$0.18830	\$ 0.06192	\$0.08050
<b>DG-R-T</b>	Super Off-Peak	\$ 0.04456	\$0.05124	\$ 0.03552	\$0.04618
<b>A6-TOU-P DEMAND</b>	Total	\$ 19.14	\$22.01	\$ 0.00	\$0.00
<b>A6-TOU-P</b>	On-Peak	\$ 0.21556	\$0.24789	\$ 0.22731	\$0.26141
<b>A6-TOU-P</b>	Off-Peak	\$ 0.11283	\$0.12975	\$ 0.10345	\$0.13449
<b>A6-TOU-P</b>	Super Off-Peak	\$ 0.07975	\$0.09171	\$ 0.06756	\$0.08783
<b>A6-TOU-T DEMAND</b>	Total	\$ 18.32	\$21.07	\$ 0.00	\$0.00
<b>A6-TOU-T</b>	On-Peak	\$ 0.20394	\$0.23453	\$ 0.21542	\$0.24773
<b>A6-TOU-T</b>	Off-Peak	\$ 0.10568	\$0.12153	\$ 0.09694	\$0.12602
<b>A6-TOU-T</b>	Super Off-Peak	\$ 0.07432	\$0.08547	\$ 0.06263	\$0.08142
<b>EV-HP-S DEMAND</b>	Total	\$5.80	\$6.67	\$0.00	\$0.00
<b>EV-HP-S</b>	On-Peak	\$0.08374	\$0.09630	\$0.09359	\$0.12167
<b>EV-HP-S</b>	Off-Peak	\$0.05013	\$0.05765	\$0.05247	\$0.06821
<b>EV-HP-S</b>	Super Off-Peak	\$0.04458	\$0.05127	\$0.04054	\$0.05270
<b>EV-HP-P DEMAND</b>	Total	\$5.78	\$6.64	\$0.00	\$0.00
<b>EV-HP-P</b>	On-Peak	\$0.08333	\$0.09583	\$0.09316	\$0.12111
<b>EV-HP-P</b>	Off-Peak	\$0.04989	\$0.05737	\$0.05226	\$0.06794
<b>EV-HP-P</b>	Super Off-Peak	\$0.04443	\$0.05109	\$0.04041	\$0.05253
<b>G-TOU-M (Grandfathered)</b>	On-Peak	\$ 0.20651	\$0.23749	\$ 0.19654	\$0.25550
<b>G-TOU-M (Grandfathered)</b>	Semi-Peak	\$ 0.19054	\$0.21912	\$ 0.06981	\$0.09075
<b>G-TOU-M (Grandfathered)</b>	Off-Peak	\$ 0.18852	\$0.21680	\$ 0.06818	\$0.08863

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>G-TOU-A-S</b> (Grandfathered)	On-Peak	\$ 0.37011	\$0.42563	\$ 0.19256	\$0.25033
<b>G-TOU-A-S</b> (Grandfathered)	Semi-Peak	\$ 0.19274	\$0.22165	\$ 0.06808	\$0.08850
<b>G-TOU-A-S</b> (Grandfathered)	Off-Peak	\$ 0.06416	\$0.07378	\$ 0.06641	\$0.08633
<b>G-TOU-A-P</b> (Grandfathered)	On-Peak	\$ 0.36791	\$0.42310	\$ 0.19140	\$0.24883
<b>G-TOU-A-P</b> (Grandfathered)	Semi-Peak	\$ 0.19148	\$0.22020	\$ 0.06757	\$0.08784
<b>G-TOU-A-P</b> (Grandfathered)	Off-Peak	\$ 0.06359	\$0.07313	\$ 0.06591	\$0.08568
<b>G-AL-TOU-S DEMAND</b> (Grandfathered)	On-Peak	\$ 3.44	\$3.96	\$ 0.00	\$0.00
<b>G-AL-TOU-S</b> (Grandfathered)	On-Peak	\$ 0.10456	\$0.12024	\$ 0.37265	\$0.48445
<b>G-AL-TOU-S</b> (Grandfathered)	Semi-Peak	\$ 0.10275	\$0.11816	\$ 0.14555	\$0.18922
<b>G-AL-TOU-S</b> (Grandfathered)	Off-Peak	\$ 0.08286	\$0.09529	\$ 0.14552	\$0.18918
<b>G-AL-TOU-P DEMAND</b> (Grandfathered)	On-Peak	\$ 3.42	\$3.93	\$ 0.00	\$0.00
<b>G-AL-TOU-P</b> (Grandfathered)	On-Peak	\$ 0.10373	\$0.11929	\$ 0.37059	\$0.48177
<b>G-AL-TOU-P</b> (Grandfathered)	Semi-Peak	\$ 0.10193	\$0.11722	\$ 0.14467	\$0.18807
<b>G-AL-TOU-P</b> (Grandfathered)	Off-Peak	\$ 0.08213	\$0.09445	\$ 0.14463	\$0.18802
<b>G-AL-TOU-T DEMAND</b> (Grandfathered)	On-Peak	\$ 3.27	\$3.76	\$ 0.00	\$0.00
<b>G-AL-TOU-T</b> (Grandfathered)	On-Peak	\$ 0.09670	\$0.11121	\$ 0.35235	\$0.45806
<b>G-AL-TOU-T</b> (Grandfathered)	Semi-Peak	\$ 0.09502	\$0.10927	\$ 0.13636	\$0.17727
<b>G-AL-TOU-T</b> (Grandfathered)	Off-Peak	\$ 0.07605	\$0.08746	\$ 0.13633	\$0.17723
<b>G-DG-R-S</b> (Grandfathered)	On-Peak	\$ 0.17267	\$0.19857	\$ 0.33174	\$0.43126
<b>G-DG-R-S</b> (Grandfathered)	Semi-Peak	\$ 0.14243	\$0.16379	\$ 0.12638	\$0.16429
<b>G-DG-R-S</b> (Grandfathered)	Off-Peak	\$ 0.11206	\$0.12887	\$ 0.12634	\$0.16424

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>G-DG-R-P</b> (Grandfathered)	On-Peak	\$ 0.17168	\$0.19743	\$ 0.32987	\$0.42883
<b>G-DG-R-P</b> (Grandfathered)	Semi-Peak	\$ 0.14146	\$0.16268	\$ 0.12558	\$0.16325
<b>G-DG-R-P</b> (Grandfathered)	Off-Peak	\$ 0.11119	\$0.12787	\$ 0.12554	\$0.16320
<b>G-DG-R-T</b> (Grandfathered)	On-Peak	\$ 0.16337	\$0.18788	\$ 0.31338	\$0.40739
<b>G-DG-R-T</b> (Grandfathered)	Semi-Peak	\$ 0.13325	\$0.15324	\$ 0.11807	\$0.15349
<b>G-DG-R-T</b> (Grandfathered)	Off-Peak	\$ 0.10381	\$0.11938	\$ 0.11803	\$0.15344
<b>G-A6-TOU-P DEMAND</b> (Grandfathered)	Total	\$ 3.42	\$3.93	\$ 0.00	\$0.00
<b>G-A6-TOU-P</b> (Grandfathered)	On-Peak	\$ 0.10373	\$0.11929	\$ 0.37059	\$0.48177
<b>G-A6-TOU-P</b> (Grandfathered)	Semi-Peak	\$ 0.10193	\$0.11722	\$ 0.14467	\$0.18807
<b>G-A6-TOU-P</b> (Grandfathered)	Off-Peak	\$ 0.08213	\$0.09445	\$ 0.14463	\$0.18802
<b>G-A6-TOU-T DEMAND</b> (Grandfathered)	Total	\$ 3.27	\$3.76	\$ 0.00	\$0.00
<b>G-A6-TOU-T</b> (Grandfathered)	On-Peak	\$ 0.09670	\$0.11121	\$ 0.35235	\$0.45806
<b>G-A6-TOU-T</b> (Grandfathered)	Semi-Peak	\$ 0.09502	\$0.10927	\$ 0.13636	\$0.17727
<b>G-A6-TOU-T</b> (Grandfathered)	Off-Peak	\$ 0.07605	\$0.08746	\$ 0.13633	\$0.17723
<b>PUMPING &amp; AGRICULTURE</b>					
<b>TOU-PA-S</b>	On-Peak	\$ 0.32569	\$0.37454	\$ 0.14858	\$0.19315
<b>TOU-PA-S</b>	Off-Peak	\$ 0.16110	\$0.18527	\$ 0.05105	\$0.06637
<b>TOU-PA-P</b>	On-Peak	\$ 0.32386	\$0.37244	\$ 0.14768	\$0.19198
<b>TOU-PA-P</b>	Off-Peak	\$ 0.16008	\$0.18409	\$ 0.05070	\$0.06591
<b>TOU-PA-2-S DEMAND</b>	On-Peak	\$ 17.05	\$19.61	\$ 0.00	\$0.00
<b>TOU-PA-2-S</b>	On-Peak	\$ 0.19983	\$0.22980	\$ 0.17400	\$0.22620
<b>TOU-PA-2-S</b>	Off-Peak	\$ 0.11179	\$0.12856	\$ 0.07926	\$0.10304
<b>TOU-PA-2-S</b>	Super Off-Peak	\$ 0.06116	\$0.07033	\$ 0.05173	\$0.06725
<b>TOU-PA-2-P DEMAND</b>	On-Peak	\$ 16.98	\$19.53	\$ 0.00	\$0.00

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>TOU-PA-2-P</b>	On-Peak	\$ 0.19890	\$0.22874	\$ 0.17302	\$0.22493
<b>TOU-PA-2-P</b>	Off-Peak	\$ 0.11125	\$0.12794	\$ 0.07875	\$0.10238
<b>TOU-PA-2-P</b>	Super Off-Peak	\$ 0.06081	\$0.06993	\$ 0.05142	\$0.06685
<b>TOU-PA-3-S &lt;20kW</b>	On-Peak	\$ 0.38023	\$0.43726	\$ 0.13508	\$0.17560
<b>TOU-PA-3-S &lt;20kW</b>	Off-Peak	\$ 0.18664	\$0.21464	\$ 0.05742	\$0.07465
<b>TOU-PA-3-S &lt;20kW</b>	Super Off-Peak	\$ 0.06712	\$0.07719	\$ 0.03486	\$0.04532
<b>TOU-PA-3-P &lt;20kW</b>	On-Peak	\$ 0.37819	\$0.43492	\$ 0.13428	\$0.17456
<b>TOU-PA-3-P &lt;20kW</b>	Off-Peak	\$ 0.18554	\$0.21337	\$ 0.05701	\$0.07411
<b>TOU-PA-3-P &lt;20kW</b>	Super Off-Peak	\$ 0.06660	\$0.07659	\$0.03460	\$0.04498
<b>TOU-PA-3-S &gt;=20kW DEMAND</b>	On-Peak	\$ 5.46	\$6.28	\$ 0.00	\$0.00
<b>TOU-PA-3-S &gt;=20kW</b>	On-Peak	\$ 0.38763	\$0.44577	\$ 0.12704	\$0.16515
<b>TOU-PA-3-S &gt;=20kW</b>	Off-Peak	\$ 0.19582	\$0.22519	\$ 0.05293	\$0.06881
<b>TOU-PA-3-S &gt;=20kW</b>	Super Off-Peak	\$ 0.05658	\$0.06507	\$ 0.03138	\$0.04079
<b>TOU-PA-3-P &gt;=20kW DEMAND</b>	On-Peak	\$ 5.44	\$6.26	\$ 0.00	\$0.00
<b>TOU-PA-3-P &gt;=20kW</b>	On-Peak	\$ 0.38579	\$0.44366	\$ 0.12623	\$0.16410
<b>TOU-PA-3-P &gt;=20kW</b>	Off-Peak	\$ 0.19486	\$0.22409	\$ 0.05246	\$0.06820
<b>TOU-PA-3-P &gt;=20kW</b>	Super Off-Peak	\$ 0.05611	\$0.06453	\$ 0.03103	\$0.04034
<b>PA-T-1-S DEMAND</b>	On-Peak	\$ 9.88	\$11.36	\$ 0.00	\$0.00
<b>PA-T-1-S</b>	On-Peak	\$ 0.19309	\$0.22205	\$ 0.18864	\$0.24523
<b>PA-T-1-S</b>	Off-Peak	\$ 0.10886	\$0.12519	\$ 0.08747	\$0.11371
<b>PA-T-1-S</b>	Super Off-Peak	\$ 0.06803	\$0.07823	\$ 0.05807	\$0.07549
<b>PA-T-1-P DEMAND</b>	On-Peak	\$ 9.84	\$11.32	\$ 0.00	\$0.00
<b>PA-T-1-P</b>	On-Peak	\$ 0.19195	\$0.22074	\$ 0.18758	\$0.24385
<b>PA-T-1-P</b>	Off-Peak	\$ 0.10816	\$0.12438	\$ 0.08694	\$0.11302
<b>PA-T-1-P</b>	Super Off-Peak	\$ 0.06766	\$0.07781	\$ 0.05774	\$0.07506
<b>PA-T-1-T DEMAND</b>	On-Peak	\$ 9.42	\$10.83	\$ 0.00	\$0.00



CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
PA-T-1-T	On-Peak	\$ 0.18189	\$0.20917	\$ 0.17791	\$0.23128
PA-T-1-T	Off-Peak	\$ 0.10179	\$0.11706	\$ 0.08165	\$0.10615
PA-T-1-T	Super Off-Peak	\$ 0.06324	\$0.07273	\$ 0.05373	\$0.06985
G-PA-T-1-S DEMAND (Grandfathered)	On-Peak	\$ 2.76	\$3.17	\$ 0.00	\$0.00
G-PA-T-1-S (Grandfathered)	On-Peak	\$ 0.09745	\$0.11207	\$ 0.24683	\$0.32088
G-PA-T-1-S (Grandfathered)	Semi-Peak	\$ 0.09522	\$0.10950	\$ 0.09359	\$0.12167
G-PA-T-1-S (Grandfathered)	Off-Peak	\$ 0.05669	\$0.06519	\$ 0.09350	\$0.12155
G-PA-T-1-P DEMAND (Grandfathered)	On-Peak	\$ 2.74	\$3.15	\$ 0.00	\$0.00
G-PA-T-1-P (Grandfathered)	On-Peak	\$ 0.09131	\$0.10501	\$ 0.24543	\$0.31906
G-PA-T-1-P (Grandfathered)	Semi-Peak	\$ 0.08910	\$0.10247	\$ 0.09300	\$0.12090
G-PA-T-1-P (Grandfathered)	Off-Peak	\$ 0.05076	\$0.05837	\$ 0.09291	\$0.12078
G-PA-T-1-T DEMAND (Grandfathered)	On-Peak	\$ 2.63	\$3.02	\$ 0.00	\$0.00
G-PA-T-1-T (Grandfathered)	On-Peak	\$ 0.09058	\$0.10417	\$ 0.24378	\$0.31691
G-PA-T-1-T (Grandfathered)	Semi-Peak	\$ 0.08854	\$0.10182	\$ 0.09227	\$0.11995
G-PA-T-1-T (Grandfathered)	Off-Peak	\$ 0.05182	\$0.05959	\$ 0.09218	\$0.11983
G-TOU-PA-S (Grandfathered)	On-Peak	\$ 0.36773	\$0.42289	\$ 0.13743	\$0.17866
G-TOU-PA-S (Grandfathered)	Semi-Peak	\$ 0.14185	\$0.16313	\$ 0.04227	\$0.05495
G-TOU-PA-S (Grandfathered)	Off-Peak	\$ 0.06391	\$0.07350	\$ 0.04221	\$0.05487
G-TOU-PA-P (Grandfathered)	On-Peak	\$ 0.36558	\$0.42042	\$ 0.13649	\$0.17744
G-TOU-PA-P (Grandfathered)	Semi-Peak	\$ 0.14089	\$0.16202	\$ 0.04183	\$0.05438
G-TOU-PA-P (Grandfathered)	Off-Peak	\$ 0.06335	\$0.07285	\$ 0.04177	\$0.05430

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>G-TOU-PA-2-S DEMAND (Grandfathered)</b>	On-Peak	\$ 3.08	\$3.54	\$ 0.00	\$0.00
<b>G-TOU-PA-2-S (Grandfathered)</b>	On-Peak	\$ 0.11206	\$0.12887	\$ 0.27029	\$0.35138
<b>G-TOU-PA-2-S (Grandfathered)</b>	Semi-Peak	\$ 0.10141	\$0.11662	\$ 0.10456	\$0.13593
<b>G-TOU-PA-2-S (Grandfathered)</b>	Off-Peak	\$ 0.06135	\$0.07055	\$ 0.10449	\$0.13584
<b>G-TOU-PA-2-P DEMAND (Grandfathered)</b>	On-Peak	\$ 3.07	\$3.53	\$ 0.00	\$0.00
<b>G-TOU-PA-2-P (Grandfathered)</b>	On-Peak	\$ 0.11150	\$0.12823	\$ 0.26879	\$0.34943
<b>G-TOU-PA-2-P (Grandfathered)</b>	Semi-Peak	\$ 0.10085	\$0.11598	\$ 0.10392	\$0.13510
<b>G-TOU-PA-2-P (Grandfathered)</b>	Off-Peak	\$ 0.06097	\$0.07012	\$ 0.10385	\$0.13501
<b>LIGHTING</b>					
<b>OL-TOU</b>	On-Peak	\$ 0.58733	\$0.67543	\$ 0.16316	\$0.21211
<b>OL-TOU</b>	Off-Peak	\$ 0.17218	\$0.19801	\$ 0.06740	\$0.08762
<b>OL-TOU</b>	Super Off-Peak	\$ 0.04903	\$0.05638	\$ 0.03962	\$0.05151
<b>LS</b>	ALL	\$ 0.08588	\$0.09876	\$ 0.08588	\$0.09876
<b>OL-2</b>	ALL	\$ 0.08588	\$0.09876	\$ 0.08588	\$0.09876
<b>G-OL-TOU (Grandfathered)</b>	On-Peak	\$ 0.17640	\$0.20286	\$ 0.06591	\$0.43121
<b>G-OL-TOU (Grandfathered)</b>	Semi-Peak	\$ 0.14016	\$0.16118	\$ 0.37265	\$0.16426
<b>G-OL-TOU (Grandfathered)</b>	Off-Peak	\$ 0.11200	\$0.12880	\$ 0.14555	\$0.16423
<b>LS-2-AD</b>	On-Peak	\$ 0.33024	\$0.37978	\$ 0.15868	\$0.20628
<b>LS-2-AD</b>	Off-Peak	\$ 0.18796	\$0.21615	\$ 0.07432	\$0.09662
<b>LS-2-AD</b>	Super Off-Peak	\$ 0.06045	\$0.06952	\$ 0.04858	\$0.06315
<b>PREMIUM POWER SUPPLY PRODUCTS</b>					
<b>Clean Impact Plus Premium – 75% Carbon Free</b>		\$0.00100	\$0.00100	\$0.00100	\$0.00100
<b>Green Impact Premium – 100% Renewable</b>		\$0.00750	\$0.00750	\$0.00750	\$0.00750
<b>NET ENERGY METERING</b>					

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 15% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 30% INC WINTER November 1 – May 31 Per kWh
<b>Personal Impact/ Solar Impact – Net Surplus Compensation</b>		\$0.06	\$0.06	\$0.06	\$0.06
<b>SOLAR PLUS – per kWh subject to increase by 1.9% annually</b>					
<b>Per kWh with Pre-Construction Costs up to \$750.00</b>		\$0.145	\$0.145	\$0.145	\$0.145
<b>Per kWh with Pre-Construction Costs \$751.00 - \$2,500.00</b>		\$0.15	\$0.15	\$0.15	\$0.15
<b>Per kWh with Pre-Construction Costs \$2501.00 - \$5,000.000</b>		\$0.155	\$0.155	\$0.155	\$0.155
<b>First Battery – per Month</b>		\$115	\$115	\$115	\$115
<b>Each Additional Battery – Per Month</b>		\$75	\$75	\$75	\$75

**CLEAN ENERGY ALLIANCE PROPOSED RATES – OPTION B**  
**40% WINTER INCREASE/10% SUMMER INCREASE**

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>RESIDENTIAL</b>					
<b>DR</b>	Total	\$0.25299	\$0.27829	\$ 0.07801	\$0.10921
<b>DR-LI-MB</b>	Total	\$0.25299	\$0.27829	\$ 0.07801	\$0.10921
<b>E-LI-TOU</b>	Total	\$0.07683	\$0.08483	\$ 0.07177	\$0.10048
<b>E-LI-NR</b>	Total	\$0.07712	\$0.08483	\$ 0.07327	\$0.10258
<b>DR-SES</b>	On-Peak	\$0.46985	\$0.51684	\$ 0.17450	\$0.24430
<b>DR-SES</b>	Off-Peak	\$0.14523	\$0.15975	\$ 0.11273	\$0.15782
<b>DR-SES</b>	Super Off-Peak	\$0.04510	\$0.04961	\$ 0.03705	\$0.05187
<b>EV-TOU</b>	On-Peak	\$0.46985	\$0.51684	\$ 0.17450	\$0.24430
<b>EV-TOU</b>	Off-Peak	\$0.14523	\$0.15975	\$ 0.11273	\$0.15782
<b>EV-TOU</b>	Super Off-Peak	\$0.04510	\$0.04961	\$ 0.03705	\$0.05187
<b>EV-TOU-2</b>	On-Peak	\$0.46985	\$0.51684	\$ 0.17450	\$0.24430
<b>EV-TOU-2</b>	Off-Peak	\$0.14523	\$0.15975	\$ 0.11273	\$0.15782
<b>EV-TOU-2</b>	Super Off-Peak	\$0.04510	\$0.04961	\$ 0.03705	\$0.05187
<b>EV-TOU-5</b>	On-Peak	\$0.46985	\$0.51684	\$ 0.17450	\$0.24430
<b>EV-TOU-5</b>	Off-Peak	\$0.14523	\$0.15975	\$ 0.11273	\$0.15782
<b>EV-TOU-5</b>	Super Off-Peak	\$0.04510	\$0.04961	\$ 0.03705	\$0.05187
<b>TOU-DR-1</b>	On-Peak	\$0.50838	\$0.55922	\$ 0.14271	\$0.19979
<b>TOU-DR-1</b>	Off-Peak	\$0.20463	\$0.22509	\$ 0.06081	\$0.08513
<b>TOU-DR-1</b>	Super Off-Peak	\$0.04510	\$0.04961	\$ 0.03705	\$0.05187
<b>TOU-DR-2</b>	On-Peak	\$0.50838	\$0.55922	\$ 0.14271	\$0.19979
<b>TOU-DR-2</b>	Off-Peak	\$0.13885	\$0.15274	\$ 0.04987	\$0.06982
<b>TOU-DR</b>	On-Peak	\$0.34585	\$0.38044	\$ 0.14234	\$0.19928
<b>TOU-DR</b>	Off-Peak	\$0.25238	\$0.27762	\$ 0.06059	\$0.08483
<b>TOU-DR</b>	Super Off-Peak	\$0.15107	\$0.16618	\$ 0.03688	\$0.05163
<b>G-DR-SES (Grandfathered)</b>	On-Peak	\$0.21821	Deleted	\$ -	Deleted

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>G-DR-SES (Grandfathered)</b>	Semi-Peak	\$0.21816	Deleted	\$ 0.23601	Deleted
<b>G-DR-SES (Grandfathered)</b>	Off-Peak	\$0.21815	Deleted	\$ 0.23599	Deleted
<b>G-EV-TOU (Grandfathered)</b>	On-Peak	\$0.11522	Deleted	\$ 0.09117	Deleted
<b>G-EV-TOU (Grandfathered)</b>	Off-Peak	\$0.11520	Deleted	\$ 0.09116	Deleted
<b>G-EV-TOU (Grandfathered)</b>	Super Off-Peak	\$0.08898	Deleted	\$ 0.05636	Deleted
<b>G-EV-TOU-2 (Grandfathered)</b>	On-Peak	\$0.15447	Deleted	\$ 0.39283	Deleted
<b>G-EV-TOU-2 (Grandfathered)</b>	Off-Peak	\$0.15445	Deleted	\$ 0.14199	Deleted
<b>G-EV-TOU-2 (Grandfathered)</b>	Super Off-Peak	\$0.15444	Deleted	\$ 0.14198	Deleted
<b>G-TOU-DR (Grandfathered)</b>	On-Peak	\$0.31499	Deleted	\$ 0.12760	Deleted
<b>G-TOU-DR (Grandfathered)</b>	Semi-Peak	\$0.22893	Deleted	\$ 0.05234	Deleted
<b>G-TOU-DR (Grandfathered)</b>	Off-Peak	\$0.13564	Deleted	\$ 0.03050	Deleted
<b>COMMERCIAL/INDUSTRIAL</b>					
<b>TOU-A-S</b>	On-Peak	\$ 0.32490	\$0.35739	\$ 0.16285	\$0.22799
<b>TOU-A-S</b>	Off-Peak	\$ 0.15199	\$0.16719	\$ 0.05910	\$0.08274
<b>TOU-A-P</b>	On-Peak	\$ 0.32304	\$0.35534	\$ 0.16185	\$0.22659
<b>TOU-A-P</b>	Off-Peak	\$ 0.15099	\$0.16609	\$ 0.05869	\$0.08217
<b>TOU-A-2-S</b>	On-Peak	\$ 0.44129	\$0.48542	\$ 0.14967	\$0.20954
<b>TOU-A-2-S</b>	Off-Peak	\$ 0.12498	\$0.13748	\$ 0.06531	\$0.09143
<b>TOU-A-2-S</b>	Super Off-Peak	\$ 0.05015	\$0.05517	\$ 0.03957	\$0.05540
<b>TOU-A-2-P</b>	On-Peak	\$ 0.43892	\$0.48281	\$ 0.14877	\$0.20828
<b>TOU-A-2-P</b>	Off-Peak	\$ 0.12419	\$0.13661	\$ 0.06484	\$0.09078
<b>TOU-A-2-P</b>	Super Off-Peak	\$ 0.00000	\$0.0000	\$ 0.03928	\$0.05499
<b>TOU-A-3-S</b>	On-Peak	\$ 0.32123	\$0.35335	\$ 0.14967	\$0.20954
<b>TOU-A-3-S</b>	Off-Peak	\$ 0.17895	\$0.19685	\$ 0.06531	\$0.09143
<b>TOU-A-3-S</b>	Super Off-Peak	\$ 0.05144	\$0.05658	\$ 0.03957	\$0.05540
<b>TOU-A-3-P</b>	On-Peak	\$ 0.31944	\$0.35138	\$ 0.14877	\$0.20828

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>TOU-A-3-P</b>	Off-Peak	\$ 0.17786	\$0.19565	\$ 0.06484	\$0.09078
<b>TOU-A-3-P</b>	Super Off-Peak	\$ 0.05097	\$0.05607	\$ 0.03928	\$0.05499
<b>A-TC</b>	Total	\$ 0.07159	\$0.07875	\$ 0.07159	\$0.10023
<b>TOU-M</b>	On-Peak	\$ 0.45424	\$0.49966	\$ 0.14922	\$0.20891
<b>TOU-M</b>	Off-Peak	\$ 0.12567	\$0.13824	\$ 0.06490	\$0.09086
<b>TOU-M</b>	Super Off-Peak	\$ 0.05233	\$0.05756	\$ 0.03923	\$0.05492
<b>AL-TOU-S DEMAND</b>	On-Peak	\$ 19.23	\$21.15	\$ 0.00	\$0.00
<b>AL-TOU-S</b>	On-Peak	\$ 0.21688	\$0.23857	\$ 0.22861	\$0.32005
<b>AL-TOU-S</b>	Off-Peak	\$ 0.11360	\$0.12496	\$ 0.10411	\$0.14575
<b>AL-TOU-S</b>	Super Off-Peak	\$ 0.08021	\$0.08823	\$ 0.06797	\$0.09516
<b>AL-TOU-P DEMAND</b>	On-Peak	\$ 19.14	\$21.05	\$ 0.00	\$ 0.00
<b>AL-TOU-P</b>	On-Peak	\$ 0.21556	\$0.23712	\$ 0.22731	\$0.31823
<b>AL-TOU-P</b>	Off-Peak	\$ 0.11283	\$0.12411	\$ 0.10345	\$0.14483
<b>AL-TOU-P</b>	Super Off-Peak	\$ 0.07975	\$0.08773	\$ 0.06756	\$0.09458
<b>AL-TOU-T DEMAND</b>	On-Peak	\$ 18.32	\$20.15	\$ 0.00	\$ 0.00
<b>AL-TOU-T</b>	On-Peak	\$ 0.20394	\$0.22433	\$ 0.21542	\$0.30159
<b>AL-TOU-T</b>	Off-Peak	\$ 0.10568	\$0.11625	\$ 0.09694	\$0.13572
<b>AL-TOU-T</b>	Super Off-Peak	\$ 0.07432	\$0.08175	\$ 0.06263	\$0.08768
<b>AL-TOU-2-S DEMAND</b>	On-Peak	\$ 33.29	\$36.62	\$ 0.00	\$0.00
<b>AL-TOU-2-S</b>	On-Peak	\$ 0.19293	\$0.21222	\$ 0.20185	\$0.28259
<b>AL-TOU-2-S</b>	Off-Peak	\$ 0.09927	\$0.10920	\$ 0.08910	\$0.12474
<b>AL-TOU-2-S</b>	Super Off-Peak	\$ 0.06746	\$0.07421	\$ 0.05637	\$0.07892
<b>AL-TOU-2-P DEMAND</b>	On-Peak	\$ 33.12	\$36.43	\$ 0.00	\$ 0.00
<b>AL-TOU-2-P</b>	On-Peak	\$ 0.19173	\$0.21090	\$ 0.20068	\$0.28095
<b>AL-TOU-2-P</b>	Off-Peak	\$ 0.09855	\$0.10841	\$ 0.08850	\$0.12390
<b>AL-TOU-2-P</b>	Super Off-Peak	\$ 0.06704	\$0.07374	\$ 0.05601	\$0.07841
<b>AL-TOU-2-T DEMAND</b>	On-Peak	\$ 31.70	\$34.87	\$ 0.00	\$ 0.00
<b>AL-TOU-2-T</b>	On-Peak	\$ 0.18113	\$0.19924	\$ 0.18990	\$0.26586
<b>AL-TOU-2-T</b>	Off-Peak	\$ 0.09203	\$0.10123	\$ 0.08261	\$0.11565

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>AL-TOU-2-T</b>	Super Off-Peak	\$ 0.06213	\$0.06834	\$ 0.05154	\$0.07216
<b>DG-R-S</b>	On-Peak	\$ 0.58423	\$0.64265	\$ 0.16319	\$0.22847
<b>DG-R-S</b>	Off-Peak	\$ 0.17408	\$0.19149	\$ 0.06742	\$0.09439
<b>DG-R-S</b>	Super Off-Peak	\$ 0.04909	\$0.05400	\$ 0.03963	\$0.05548
<b>DG-R-P</b>	On-Peak	\$ 0.58130	\$0.63943	\$ 0.16219	\$0.22707
<b>DG-R-P</b>	Off-Peak	\$ 0.17306	\$0.19037	\$ 0.06692	\$0.09369
<b>DG-R-P</b>	Super Off-Peak	\$ 0.04874	\$0.05361	\$ 0.03932	\$0.05505
<b>DG-R-T</b>	On-Peak	\$ 0.55540	\$0.61094	\$ 0.15304	\$0.21426
<b>DG-R-T</b>	Off-Peak	\$ 0.16374	\$0.18011	\$ 0.06192	\$0.08669
<b>DG-R-T</b>	Super Off-Peak	\$ 0.04456	\$0.04902	\$ 0.03552	\$0.04973
<b>A6-TOU-P DEMAND</b>	Total	\$ 19.14	\$21.05	\$ 0.00	\$0.00
<b>A6-TOU-P</b>	On-Peak	\$ 0.21556	\$0.23712	\$ 0.22731	\$0.25004
<b>A6-TOU-P</b>	Off-Peak	\$ 0.11283	\$0.12411	\$ 0.10345	\$0.14483
<b>A6-TOU-P</b>	Super Off-Peak	\$ 0.07975	\$0.08773	\$ 0.06756	\$0.09458
<b>A6-TOU-T DEMAND</b>	Total	\$ 18.32	\$20.15	\$ 0.00	\$0.00
<b>A6-TOU-T</b>	On-Peak	\$ 0.20394	\$0.22433	\$ 0.21542	\$0.23696
<b>A6-TOU-T</b>	Off-Peak	\$ 0.10568	\$0.11625	\$ 0.09694	\$0.13572
<b>A6-TOU-T</b>	Super Off-Peak	\$ 0.07432	\$0.08175	\$ 0.06263	\$0.08768
<b>EV-HP-S DEMAND</b>	Total	\$5.80	\$6.38	\$0.00	\$0.00
<b>EV-HP-S</b>	On-Peak	\$0.08374	\$0.09211	\$0.09359	\$0.13103
<b>EV-HP-S</b>	Off-Peak	\$0.05013	\$0.05514	\$0.05247	\$0.07346
<b>EV-HP-S</b>	Super Off-Peak	\$0.04458	\$0.04904	\$0.04054	\$0.05676
<b>EV-HP-P DEMAND</b>	Total	\$5.78	\$6.35	\$0.00	\$0.00
<b>EV-HP-P</b>	On-Peak	\$0.08333	\$0.09166	\$0.09316	\$0.13042
<b>EV-HP-P</b>	Off-Peak	\$0.04989	\$0.05488	\$0.05226	\$0.07316
<b>EV-HP-P</b>	Super Off-Peak	\$0.04443	\$0.04887	\$0.04041	\$0.05657
<b>G-TOU-M (Grandfathered)</b>	On-Peak	\$ 0.20651	\$0.22716	\$ 0.19654	\$0.27516
<b>G-TOU-M (Grandfathered)</b>	Semi-Peak	\$ 0.19054	\$0.20959	\$ 0.06981	\$0.09773
<b>G-TOU-M (Grandfathered)</b>	Off-Peak	\$ 0.18852	\$0.20737	\$ 0.06818	\$0.09545

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>G-TOU-A-S</b> (Grandfathered)	On-Peak	\$ 0.37011	\$0.40712	\$ 0.19256	\$0.26958
<b>G-TOU-A-S</b> (Grandfathered)	Semi-Peak	\$ 0.19274	\$0.21201	\$ 0.06808	\$0.09531
<b>G-TOU-A-S</b> (Grandfathered)	Off-Peak	\$ 0.06416	\$0.07058	\$ 0.06641	\$0.09297
<b>G-TOU-A-P</b> (Grandfathered)	On-Peak	\$ 0.36791	\$0.40470	\$ 0.19140	\$0.26796
<b>G-TOU-A-P</b> (Grandfathered)	Semi-Peak	\$ 0.19148	\$0.21063	\$ 0.06757	\$0.09460
<b>G-TOU-A-P</b> (Grandfathered)	Off-Peak	\$ 0.06359	\$0.06995	\$ 0.06591	\$0.09227
<b>G-AL-TOU-S DEMAND</b> (Grandfathered)	On-Peak	\$ 3.44	\$3.78	\$ 0.00	\$0.00
<b>G-AL-TOU-S</b> (Grandfathered)	On-Peak	\$ 0.10456	\$0.11502	\$ 0.37265	\$0.52171
<b>G-AL-TOU-S</b> (Grandfathered)	Semi-Peak	\$ 0.10275	\$0.11303	\$ 0.14555	\$0.20377
<b>G-AL-TOU-S</b> (Grandfathered)	Off-Peak	\$ 0.08286	\$0.09115	\$ 0.14552	\$0.20373
<b>G-AL-TOU-P DEMAND</b> (Grandfathered)	On-Peak	\$ 3.42	\$3.76	\$ 0.00	\$0.00
<b>G-AL-TOU-P</b> (Grandfathered)	On-Peak	\$ 0.10373	\$0.11410	\$ 0.37059	\$0.51883
<b>G-AL-TOU-P</b> (Grandfathered)	Semi-Peak	\$ 0.10193	\$0.11212	\$ 0.14467	\$0.20254
<b>G-AL-TOU-P</b> (Grandfathered)	Off-Peak	\$ 0.08213	\$0.09034	\$ 0.14463	\$0.20248
<b>G-AL-TOU-T DEMAND</b> (Grandfathered)	On-Peak	\$ 3.27	\$3.60	\$ 0.00	\$0.00
<b>G-AL-TOU-T</b> (Grandfathered)	On-Peak	\$ 0.09670	\$0.10637	\$ 0.35235	\$0.49329
<b>G-AL-TOU-T</b> (Grandfathered)	Semi-Peak	\$ 0.09502	\$0.10452	\$ 0.13636	\$0.19090
<b>G-AL-TOU-T</b> (Grandfathered)	Off-Peak	\$ 0.07605	\$0.08366	\$ 0.13633	\$0.19086
<b>G-DG-R-S</b> (Grandfathered)	On-Peak	\$ 0.17267	\$0.18994	\$ 0.33174	\$0.46444
<b>G-DG-R-S</b> (Grandfathered)	Semi-Peak	\$ 0.14243	\$0.15667	\$ 0.12638	\$0.17693
<b>G-DG-R-S</b> (Grandfathered)	Off-Peak	\$ 0.11206	\$0.12327	\$ 0.12634	\$0.17688



CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>G-DG-R-P</b> (Grandfathered)	On-Peak	\$ 0.17168	\$0.18885	\$ 0.32987	\$0.46182
<b>G-DG-R-P</b> (Grandfathered)	Semi-Peak	\$ 0.14146	\$0.15561	\$ 0.12558	\$0.17581
<b>G-DG-R-P</b> (Grandfathered)	Off-Peak	\$ 0.11119	\$0.12231	\$ 0.12554	\$0.17576
<b>G-DG-R-T</b> (Grandfathered)	On-Peak	\$ 0.16337	\$0.17971	\$ 0.31338	\$0.43873
<b>G-DG-R-T</b> (Grandfathered)	Semi-Peak	\$ 0.13325	\$0.14658	\$ 0.11807	\$0.16530
<b>G-DG-R-T</b> (Grandfathered)	Off-Peak	\$ 0.10381	\$0.11419	\$ 0.11803	\$0.16524
<b>G-A6-TOU-P DEMAND</b> (Grandfathered)	Total	\$ 3.42	\$3.76	\$ 0.00	\$0.00
<b>G-A6-TOU-P</b> (Grandfathered)	On-Peak	\$ 0.10373	\$0.11410	\$ 0.37059	\$0.51883
<b>G-A6-TOU-P</b> (Grandfathered)	Semi-Peak	\$ 0.10193	\$0.11212	\$ 0.14467	\$0.20254
<b>G-A6-TOU-P</b> (Grandfathered)	Off-Peak	\$ 0.08213	\$0.09034	\$ 0.14463	\$0.20248
<b>G-A6-TOU-T DEMAND</b> (Grandfathered)	Total	\$ 3.27	\$3.60	\$ 0.00	\$0.00
<b>G-A6-TOU-T</b> (Grandfathered)	On-Peak	\$ 0.09670	\$0.10637	\$ 0.35235	\$0.49329
<b>G-A6-TOU-T</b> (Grandfathered)	Semi-Peak	\$ 0.09502	\$0.10452	\$ 0.13636	\$0.19090
<b>G-A6-TOU-T</b> (Grandfathered)	Off-Peak	\$ 0.07605	\$0.08366	\$ 0.13633	\$0.19086
<b>PUMPING &amp; AGRICULTURE</b>					
<b>TOU-PA-S</b>	On-Peak	\$ 0.32569	\$0.35826	\$ 0.14858	\$0.20801
<b>TOU-PA-S</b>	Off-Peak	\$ 0.16110	\$0.17721	\$ 0.05105	\$0.07147
<b>TOU-PA-P</b>	On-Peak	\$ 0.32386	\$0.35625	\$ 0.14768	\$0.20675
<b>TOU-PA-P</b>	Off-Peak	\$ 0.16008	\$0.17609	\$ 0.05070	\$0.07098
<b>TOU-PA-2-S DEMAND</b>	On-Peak	\$ 17.05	\$18.76	\$ 0.00	\$0.00
<b>TOU-PA-2-S</b>	On-Peak	\$ 0.19983	\$0.21981	\$ 0.17400	\$0.24360
<b>TOU-PA-2-S</b>	Off-Peak	\$ 0.11179	\$0.12297	\$ 0.07926	\$0.11096
<b>TOU-PA-2-S</b>	Super Off-Peak	\$ 0.06116	\$0.06728	\$ 0.05173	\$0.07242
<b>TOU-PA-2-P DEMAND</b>	On-Peak	\$ 16.98	\$18.68	\$ 0.00	\$0.00

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>TOU-PA-2-P</b>	On-Peak	\$ 0.19890	\$0.21879	\$ 0.17302	\$0.24223
<b>TOU-PA-2-P</b>	Off-Peak	\$ 0.11125	\$0.12238	\$ 0.07875	\$0.11025
<b>TOU-PA-2-P</b>	Super Off-Peak	\$ 0.06081	\$0.06689	\$ 0.05142	\$0.07199
<b>TOU-PA-3-S &lt;20kW</b>	On-Peak	\$ 0.38023	\$0.41825	\$ 0.13508	\$0.18911
<b>TOU-PA-3-S &lt;20kW</b>	Off-Peak	\$ 0.18664	\$0.20530	\$ 0.05742	\$0.08039
<b>TOU-PA-3-S &lt;20kW</b>	Super Off-Peak	\$ 0.06712	\$0.07383	\$ 0.03486	\$0.04880
<b>TOU-PA-3-P &lt;20kW</b>	On-Peak	\$ 0.37819	\$0.41601	\$ 0.13428	\$0.18799
<b>TOU-PA-3-P &lt;20kW</b>	Off-Peak	\$ 0.18554	\$0.20409	\$ 0.05701	\$0.07981
<b>TOU-PA-3-P &lt;20kW</b>	Super Off-Peak	\$ 0.06660	\$0.07326	\$0.03460	\$0.04844
<b>TOU-PA-3-S &gt;=20kW DEMAND</b>	On-Peak	\$ 5.46	\$6.01	\$ 0.00	\$0.00
<b>TOU-PA-3-S &gt;=20kW</b>	On-Peak	\$ 0.38763	\$0.42639	\$ 0.12704	\$0.17786
<b>TOU-PA-3-S &gt;=20kW</b>	Off-Peak	\$ 0.19582	\$0.21540	\$ 0.05293	\$0.07410
<b>TOU-PA-3-S &gt;=20kW</b>	Super Off-Peak	\$ 0.05658	\$0.06224	\$ 0.03138	\$0.04393
<b>TOU-PA-3-P &gt;=20kW DEMAND</b>	On-Peak	\$ 5.44	\$5.98	\$ 0.00	\$0.00
<b>TOU-PA-3-P &gt;=20kW</b>	On-Peak	\$ 0.38579	\$0.42437	\$ 0.12623	\$0.17672
<b>TOU-PA-3-P &gt;=20kW</b>	Off-Peak	\$ 0.19486	\$0.21435	\$ 0.05246	\$0.07344
<b>TOU-PA-3-P &gt;=20kW</b>	Super Off-Peak	\$ 0.05611	\$0.06172	\$ 0.03103	\$0.04344
<b>PA-T-1-S DEMAND</b>	On-Peak	\$ 9.88	\$10.87	\$ 0.00	\$0.00
<b>PA-T-1-S</b>	On-Peak	\$ 0.19309	\$0.21240	\$ 0.18864	\$0.26410
<b>PA-T-1-S</b>	Off-Peak	\$ 0.10886	\$0.11975	\$ 0.08747	\$0.12246
<b>PA-T-1-S</b>	Super Off-Peak	\$ 0.06803	\$0.97483	\$ 0.05807	\$0.08130
<b>PA-T-1-P DEMAND</b>	On-Peak	\$ 9.84	\$10.82	\$ 0.00	\$0.00
<b>PA-T-1-P</b>	On-Peak	\$ 0.19195	\$0.21115	\$ 0.18758	\$0.26261
<b>PA-T-1-P</b>	Off-Peak	\$ 0.10816	\$0.11898	\$ 0.08694	\$0.12172
<b>PA-T-1-P</b>	Super Off-Peak	\$ 0.06766	\$0.07443	\$ 0.05774	\$0.08084
<b>PA-T-1-T DEMAND</b>	On-Peak	\$ 9.42	\$10.36	\$ 0.00	\$0.00

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>PA-T-1-T</b>	On-Peak	\$ 0.18189	\$0.20008	\$ 0.17791	\$0.18189
<b>PA-T-1-T</b>	Off-Peak	\$ 0.10179	\$0.11197	\$ 0.08165	\$0.10179
<b>PA-T-1-T</b>	Super Off-Peak	\$ 0.06324	\$0.06956	\$ 0.05373	\$0.06324
<b>G-PA-T-1-S DEMAND</b> (Grandfathered)	On-Peak	\$ 2.76	\$3.04	\$ 0.00	\$0.00
<b>G-PA-T-1-S</b> (Grandfathered)	On-Peak	\$ 0.09745	\$0.10720	\$ 0.24683	\$0.34556
<b>G-PA-T-1-S</b> (Grandfathered)	Semi-Peak	\$ 0.09522	\$0.10474	\$ 0.09359	\$0.13103
<b>G-PA-T-1-S</b> (Grandfathered)	Off-Peak	\$ 0.05669	\$0.06236	\$ 0.09350	\$0.13090
<b>G-PA-T-1-P DEMAND</b> (Grandfathered)	On-Peak	\$ 2.74	\$3.01	\$ 0.00	\$0.00
<b>G-PA-T-1-P</b> (Grandfathered)	On-Peak	\$ 0.09131	\$0.10044	\$ 0.24543	\$0.34360
<b>G-PA-T-1-P</b> (Grandfathered)	Semi-Peak	\$ 0.08910	\$0.09801	\$ 0.09300	\$0.13020
<b>G-PA-T-1-P</b> (Grandfathered)	Off-Peak	\$ 0.05076	\$0.05584	\$ 0.09291	\$0.13007
<b>G-PA-T-1-T DEMAND</b> (Grandfathered)	On-Peak	\$ 2.63	\$2.89	\$ 0.00	\$0.00
<b>G-PA-T-1-T</b> (Grandfathered)	On-Peak	\$ 0.09058	\$0.09964	\$ 0.24378	\$0.34129
<b>G-PA-T-1-T</b> (Grandfathered)	Semi-Peak	\$ 0.08854	\$0.09739	\$ 0.09227	\$0.12918
<b>G-PA-T-1-T</b> (Grandfathered)	Off-Peak	\$ 0.05182	\$0.05700	\$ 0.09218	\$0.12905
<b>G-TOU-PA-S</b> (Grandfathered)	On-Peak	\$ 0.36773	\$0.40450	\$ 0.13743	\$0.19240
<b>G-TOU-PA-S</b> (Grandfathered)	Semi-Peak	\$ 0.14185	\$0.15604	\$ 0.04227	\$0.05918
<b>G-TOU-PA-S</b> (Grandfathered)	Off-Peak	\$ 0.06391	\$0.07030	\$ 0.04221	\$0.05909
<b>G-TOU-PA-P</b> (Grandfathered)	On-Peak	\$ 0.36558	\$0.40214	\$ 0.13649	\$0.19109
<b>G-TOU-PA-P</b> (Grandfathered)	Semi-Peak	\$ 0.14089	\$0.15498	\$ 0.04183	\$0.05856
<b>G-TOU-PA-P</b> (Grandfathered)	Off-Peak	\$ 0.06335	\$0.06969	\$ 0.04177	\$0.05848

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>G-TOU-PA-2-S DEMAND</b> (Grandfathered)	On-Peak	\$ 3.08	\$3.39	\$ 0.00	\$0.00
<b>G-TOU-PA-2-S</b> (Grandfathered)	On-Peak	\$ 0.11206	\$0.12327	\$ 0.27029	\$0.37841
<b>G-TOU-PA-2-S</b> (Grandfathered)	Semi-Peak	\$ 0.10141	\$0.11155	\$ 0.10456	\$0.14638
<b>G-TOU-PA-2-S</b> (Grandfathered)	Off-Peak	\$ 0.06135	\$0.06749	\$ 0.10449	\$0.14629
<b>G-TOU-PA-2-P DEMAND</b> (Grandfathered)	On-Peak	\$ 3.07	\$3.38	\$ 0.00	\$0.00
<b>G-TOU-PA-2-P</b> (Grandfathered)	On-Peak	\$ 0.11150	\$0.12265	\$ 0.26879	\$0.37631
<b>G-TOU-PA-2-P</b> (Grandfathered)	Semi-Peak	\$ 0.10085	\$0.11094	\$ 0.10392	\$0.14549
<b>G-TOU-PA-2-P</b> (Grandfathered)	Off-Peak	\$ 0.06097	\$0.06707	\$ 0.10385	\$0.14539
<b>LIGHTING</b>					
<b>OL-TOU</b>	On-Peak	\$ 0.58733	\$0.64606	\$ 0.16316	\$0.22842
<b>OL-TOU</b>	Off-Peak	\$ 0.17218	\$0.18940	\$ 0.06740	\$0.09436
<b>OL-TOU</b>	Super Off-Peak	\$ 0.04903	\$0.05393	\$ 0.03962	\$0.05547
<b>LS</b>	ALL	\$ 0.08588	\$0.09447	\$ 0.08588	\$0.09447
<b>OL-2</b>	ALL	\$ 0.08588	\$0.09447	\$ 0.08588	\$0.09447
<b>G-OL-TOU</b> (Grandfathered)	On-Peak	\$ 0.17640	\$0.19404	\$ 0.06591	\$0.46438
<b>G-OL-TOU</b> (Grandfathered)	Semi-Peak	\$ 0.14016	\$0.15418	\$ 0.37265	\$0.17689
<b>G-OL-TOU</b> (Grandfathered)	Off-Peak	\$ 0.11200	\$0.12320	\$ 0.14555	\$0.17686
<b>LS-2-AD</b>	On-Peak	\$ 0.33024	\$0.36326	\$ 0.15868	\$0.22215
<b>LS-2-AD</b>	Off-Peak	\$ 0.18796	\$0.20676	\$ 0.07432	\$0.10405
<b>LS-2-AD</b>	Super Off-Peak	\$ 0.06045	\$0.06650	\$ 0.04858	\$0.06801
<b>PREMIUM POWER SUPPLY PRODUCTS</b>					
<b>Clean Impact Plus Premium – 75% Carbon Free</b>		\$0.00100	\$0.00100	\$0.00100	\$0.00100
<b>Green Impact Premium – 100% Renewable</b>		\$0.00750	\$0.00750	\$0.00750	\$0.00750
<b>NET ENERGY METERING</b>					

CEA RATE	TIME-OF-USE PERIOD	CURRENT SUMMER RATE June 1 – October 31 Per kWh	PROPOSED 10% INC SUMMER RATE June 1 – October 31 Per kWh	CURRENT WINTER November 1 – May 31 Per kWh	PROPOSED 40% INC WINTER November 1 – May 31 Per kWh
<b>Personal Impact/ Solar Impact – Net Surplus Compensation</b>		\$0.06	\$0.06	\$0.06	\$0.06
<b>SOLAR PLUS – per kWh subject to increase by 1.9% annually</b>					
<b>Per kWh with Pre-Construction Costs up to \$750.00</b>		\$0.145	\$0.145	\$0.145	\$0.145
<b>Per kWh with Pre-Construction Costs \$751.00 - \$2,500.00</b>		\$0.15	\$0.15	\$0.15	\$0.15
<b>Per kWh with Pre-Construction Costs \$2501.00 - \$5,000.000</b>		\$0.155	\$0.155	\$0.155	\$0.155
<b>First Battery – per Month</b>		\$115	\$115	\$115	\$115
<b>Each Additional Battery – Per Month</b>		\$75	\$75	\$75	\$75

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2024-010**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CLEAN ENERGY  
ALLIANCE ESTABLISHING FISCAL YEAR 2024/2025 BUDGET**

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

**WHEREAS**, Section 4.6.1 of the Joint Powers Authority (JPA) Agreement establishes the specific responsibility of the CEA Board of Directors to adopt an annual budget prior to commencement of the fiscal year; and

**WHEREAS**, the CEA Board desires to establish the Fiscal Year 2024/2025 Budget.

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

Section 1. The Board of Directors of the Clean Energy Alliance hereby sets the Fiscal Year 2024/25 Budget detailed in Exhibit A, with the budget Option determined by the rate change in Resolution 2024-009.

The foregoing Resolution was passed and adopted this 27th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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David Druker, Chair

ATTEST:

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Kaylin McCauley  
Board Secretary

**Exhibit A**

	Option A Proposed Budget Fiscal Year 2024/2025	Option B Proposed Budget Fiscal Year 2024/25
<b>Total Operating Revenue</b>	<b>\$351,573,172</b>	<b>\$360,839,549</b>
Expenses		
Total Cost of Energy	\$317,090,165	317,090,165
Communications and Outreach	605,164	605,164
General and Administrative	496,629	496,629
Consultants and Professional Services	5,798,262	5,798,262
Staff Compensation	1,878,595	1,878,595
Programs	600,000	600,000
<b>Total Expenses</b>	<b>\$326,468,815</b>	<b>\$326,468,815</b>
<b>Operating Income</b>	<b>\$25,104,357</b>	<b>\$34,370,733</b>
Total Nonoperating Income/(Expense)	(\$1,099,128)	(\$1,099,128)
<b>Change In Net Position</b>	<b>\$24,005,228</b>	<b>\$33,307,350</b>
Required Reserve Contribution	\$17,578,659	\$18,041,977
<b>Undesignated Reserve Contribution</b>	<b>\$6,426,569</b>	<b>\$15,265,373</b>





PUBLIC HEARING NOTICE  
CLEAN ENERGY ALLIANCE

The Board of Directors of Clean Energy Alliance will conduct a public hearing to consider adopting a resolution adjusting Clean Energy Alliance's rates for its Community Choice Aggregation Program, effective November 1, 2024. As proposed, the rates will be adjusted between 10-15% during summer months (June through October) and 30-40% during winter months (November through May) to smooth rates over the course of the year. The exact proposed rates in all categories being adjusted are available on Clean Energy Alliance's website at [TheCleanEnergyAlliance.org](http://TheCleanEnergyAlliance.org).

DATE OF HEARING:	Thursday, June 27, 2024
TIME OF HEARING:	2:00 p.m. or as soon thereafter as the matter may be heard
PLACE OF HEARING:	City of Oceanside City Hall 300 N Coast Highway Oceanside, CA 92054
	Virtual via zoom
	Zoom.us Meeting ID: 813 7641 0530
	Telephonically by dialing: (253) 215-8782 Meeting ID: 813 7641 0530

All interested persons are invited to attend the meeting and comment on adopting a Resolution Amending Rates for Clean Energy Alliance. Members of the public unable to attend the public hearing may submit their comments and recommendations in writing to Clean Energy Alliance, via email to [clerk@thecleanenergyalliance.org](mailto:clerk@thecleanenergyalliance.org), which must be received no later than 12 p.m. on Thursday, June 27, 2024 to ensure consideration by the Board.

Kaylin McCauley  
Kaylin McCauley  
Board Secretary

Dated: June 11, 2024

Published: Friday, June 14, 2024  
Friday, June 21, 2024

San Diego Union Tribune

Posted: Friday June 14, 2024

City of Oceanside, City Hall

## Staff Report

**DATE:** June 27, 2024

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

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 5:** Receive Regulatory Update from Keyes & Fox

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**RECOMMENDATION:**

Receive the Regulatory Update from Keyes & Fox.


**BACKGROUND AND DISCUSSION:**

Clean Energy Alliance contracts with Keyes and Fox for Regulatory Advocacy related activities. Each month Keyes and Fox provides an update to the CEA Board on key items of interest.

**FISCAL IMPACT:**

There is no fiscal impact from this action.

Submitted for Board consideration:



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Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Keyes & Fox Regulatory Report

## Clean Energy Alliance

### Regulatory Monitoring Report

To: Clean Energy Alliance (CEA) Board of Directors

From: Tim Lindl, Partner, Keyes & Fox LLP  
Jacob Schlesinger, Partner, Keyes & Fox LLP  
Jason Hoyle, Principal Analyst, EQ Research, LLC

Subject: Monthly Regulatory Memo

Date: June 17, 2024

Keyes & Fox LLP and EQ Research LLC are pleased to provide CEA's Board of Directors with this informational memo describing recent developments in key California regulatory and compliance-related updates from the California Public Utilities Commission (CPUC). Additional information is available in CEA's [Digest of Regulatory Updates](#).

### Transportation Electrification ([R.23-12-008](#))

- California's goals for zero-emission vehicles (ZEV), or electric vehicles (EVs), have accelerated since a 2012 Executive Order (EO) set a target of 1.5 million ZEVs in the state by 2025. More recently, EO B-48-18, signed in 2018, established goals of 5 million ZEVs by 2030 and 250,000 public charging stations operating by 2025, including 10,000 direct current fast charging stations. In 2020, EO N-79-20 set a goal that all medium- and heavy-duty vehicles (MDHD) be zero-emission by 2045 for all operations where feasible, all drayage trucks be zero-emission by 2035. In 2023, EVs accounted for 25.3% of all new vehicle sales in San Diego County – a market share slightly higher than the statewide share of 23.9%, according to the [California Energy Commission](#).
- Currently, the Commission is establishing timelines for IOUs to support energization of EV charging facilities in [R.24-01-018](#), vehicle-grid integration enabling EVs to provide power to the grid and dynamic rates are under development in [R.22-07-005](#), and a variety of funding sources have become available to incentivize development of the charging infrastructure to support EVs, including up to \$1 billion in ratepayer funds from 2025-2029 for a rebate program authorized by the CPUC in [D.22-11-040](#).
- A June 3 ALJ [Ruling](#) established Track 1 of this proceeding to implement the statewide transportation electrification infrastructure rebate program (TE Rebate Program) authorized in D.22-11-040 in accordance with the April [Scoping Memo](#). The TE Rebate Program will support state goals by providing ratepayer funding to support deployment of charging infrastructure for the MDHD and Multi-Unit Dwellings (MUD) market segments. The TE Rebate Program consists of \$600 million over the first three years, and a total of \$1 billion over five years. It is scheduled to begin in 2025 with a Mid-Cycle Assessment in 2027 to determine what amount, if any, of the remaining \$400 million would be utilized in the remaining years of the program.
- Track 1 begins with consideration of whether to refocus near-term ratepayer spending to resolve the most impactful barriers to accelerating transportation electrification, such as upgrades to utilities' distribution grid. This assessment will evaluate potentially pausing or modifying the currently planned TE Rebate Program funding given challenges such as affordability and IOU energization delays, and consideration of the near-term availability of non-ratepayer funds for behind-the-meter transportation electrification infrastructure. Comments on the ALJ Ruling are due July 2 and reply comments are due July 18.

### Diablo Canyon Replacement Resources & Extended Operations

- In the IRP proceeding ([R.20-05-003](#)), an ALJ [Ruling](#) (issued May 21) requested comments on the staff proposal to allow temporary non-emitting or renewables portfolio standard (RPS)-eligible bridge resources to meet the requirements for Diablo Canyon Power Plant (DCPP) replacement resources detailed in [D.21-06-035](#), which requires 2,500 MW of zero-emitting capacity DCPP replacement resources to be procured among all LSEs by June 1, 2025 to ensure system reliability. Although the Commission denied, in [D.24-02-047](#), a

request to extend by two years this procurement deadline, the Commission indicated it was open to flexible approaches enabling temporary compliance.

- Staff proposed allowing the use of modified bridge contracts to meet the Diablo Canyon replacement resource obligations. The bridge resources would be required to be zero-emitting, cover a bridge period of no more than three years, and otherwise meet all of the requirements for the Diablo Canyon replacement resources in D.21-06-035, including being required to be shown to be incremental.
- Also related to Diablo Canyon's extended operations ([R.23-01-007](#)), on June 12, PG&E submitted [AL 7295-E](#) proposing the process for allocating GHG-free attributes from extended operations at DCPD to LSEs as required in [D.23-12-036](#). Under the proposal, annual allocations of GHG-free attributes begin in January 2025, concurrent with LSE payments for extended operations, and continue until the end of extended operations. Prior to January 2025, PG&E will solicit for acceptance of the GHG-free energy attributes from LSEs and enter into a sales agreement using the Edison Electric Institute Master Power Purchase and Sale Agreements.
- At the direction of Commission Staff, PG&E proposes to confer with IOU, CCA, and ESP representatives in addition to Energy Division Staff by July 27 to obtain feedback on a workable solution for developing GHG-free energy attribute allocation ratios and confer further as needed. A supplement to this AL will be submitted to address any allocation-ratio calculation developed from the stakeholder process. Protests are due July 2.

### **2023-2025 Wildfire Mitigation Plans ([OEIS 2023-2025-WMPs](#))**

- On May 31, the Office of Energy Infrastructure Safety (OEIS) issued a [Decision](#) partly approving and largely rejecting SDG&E's November 1 change order request pertaining to its 2023-2025 Base Wildfire Mitigation Plan (WMP).
- The Decision approved SDG&E's request to increase its 2024 target for strategic pole replacement from 200 poles to 267 poles. All other requested changes were denied, including the following:
  - Reduction in 2024 target for covered conductor miles from 60 miles to 40 miles;
  - Reduction in 2024 target for distribution infrared inspections from 9,532 to 300 structures;
  - Reduction in 2024 target from 300 to 0 wireless fault indicators;
  - Reduction in 2024 target for distribution communications reliability improvements from 60 to 15 base stations;
  - Reduction in 2024 target from 6 to 0 air quality sensors;
  - Reduction in 2024 target from 300 to 58 generators in the standby backup power program; and
  - Reduction in 2024 target from 4 to 1 microgrid.
- On June 7, SDG&E submitted its updated [2023-2025 Base WMP](#) that includes the approved changes.

### **SDG&E 2023 ERRa Compliance ([A.24-06-001](#))**

- SDG&E filed its 2023 ERRa Compliance [Application](#) on June 3.
- In its Application, SDG&E requests Commission findings that it: (1) prudently administered and dispatched its UOG resources and portfolio of contracts, power purchase agreements, QFs, non-QF resources, and renewable energy resources in compliance with its Commission-approved procurement plan during 2023, (2) correctly stated all 2023 entries and costs recorded in its balancing and regulatory accounts, and that the entries and costs are in compliance with the Commission's directives, (3) procured GHG compliance instruments during 2023 consistent with Commission directives and in compliance with its BPP, and (4) may include the NERBA undercollection in rates in the Annual Electric Regulatory Account Update filing, which will be implemented in rates and amortized effective January 1 following the Commission's approval.
- Protests are due July 5.