

Meeting of the Community Advisory Committee (CAC) of Valley Clean Energy Alliance Thursday, August 26, 2021 at 5:00 p.m. Via Video/Teleconference

Pursuant to the Provisions of the Governor's Executive Orders N-25-20 and N-29-20, which suspends certain provisions of the Brown Act and the Orders of the Public Health Officers with jurisdiction over Yolo County, to Shelter in Place and to provide for physical distancing, all members of the Community Advisory Committee and all staff will attend this meeting telephonically. Any interested member of the public who wishes to listen in may join this meeting via Zoom video/teleconference, as set forth below.

Please note that the numerical order of items is for convenience of reference. Items may be taken out of order on the request of any CAC member with the concurrence of the other members. The CAC may decide to make a recommendation to the VCE Board regarding any of the agenda items below. Staff recommendations are advisory to the CAC. The CAC may take any action it deems appropriate on any item on the agenda even if it varies from the staff recommendation.

Members of the public who wish to listen to the CAC Webinar meeting may do so with the teleconferencing call-in number and Webinar meeting ID code.

Join meeting via Zoom WEBINAR:

a. From a PC, Mac, iPad, iPhone, or Android device with high-speed internet. (If your device does not have audio, please also join by phone.)

https://us02web.zoom.us/j/83934766269 Meeting ID: ### ####

b. By phone

One tap mobile:

+16699009128,,83934766269#

+13462487799,,83934766269#

Dial:

+1-669-900-9128

+1-346-248-7799

Meeting ID: 839 3476 6269

<u>Public comments may be submitted electronically or during the meeting.</u> Instructions on how to submit your public comments can be found in the PUBLIC PARTICIPATION note at the end of this agenda.

Committee Members:

Christine Shewmaker (Chair), Cynthia Rodriguez (Vice Chair), Yvonne Hunter, Marsha Baird, Gerry Braun, Mark Aulman, Lorenzo Kristov, David Springer, Jennifer Rindahl



5:00 P.M. CALL TO ORDER

- 1. Welcome
- 2. Approval of Agenda
- 3. Public Comment: This item is reserved for persons wishing to address the CAC on any VCE-related matters that are not otherwise on this meeting agenda or are listed on the Consent portion of the agenda. Public comments on matters listed on the Regular agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the CAC are customarily limited to two minutes per speaker, electronically submitted comments should be limited to approximately 300 words. Comments that are longer than 300 words will only be read for two minutes. All electronically submitted comments, whether read in their entirety or not, will be posted to the VCE website within 24 hours of the conclusion of the meeting. See the information under PUBLIC PARTICIPATION at the conclusion of this agenda about how to provide your public comment.
- 4. Brief VCEA Staff and Advisory Task Group Reports (≈ 15 minutes) Representatives of VCE staff and active Task Groups will provide updates on on-going staff and Task Group work. Task Group recommendations requiring Committee attention require a regular agenda item. Summaries of written reports received by the Committee in advance of the meeting will receive a time allocation of up to ten minutes. Otherwise, the time allocation will be five minutes, including questions and answers. The Committee may decide to allocate additional time at the end of the regular agenda.
 - A. Task Group Reports
 - **B.** Staff Report

CONSENT AGENDA (≈5 minutes)

- 5. Approval of July 22, 2021 Meeting Minutes.
- 6. Receive Customer Enrollment update as of August 18, 2021.
- 7. Update on SACOG Grant Electrify Yolo Project. (Information)

REGULAR AGENDA

- 8. Carbon Neutral Task Group Update. (Information/Discussion) (≈30 minutes)
- Discussion on possible restructuring of the Community Advisory Committee. (Discussion/Action) (≈ 20 minutes)
- 10. Receive and update Community Advisory Committee 2021 Long-Range Calendar. (Discussion) (≈ 5 minutes)
- **11.** Advisory Committee Member and Announcements. (≈ 5 minutes) Action items and reports from members of the Advisory Committee, including announcements, reports on meetings, and information which would be of interest to the Committee or the public.



12. Adjournment: The next Community Advisory Committee meeting has been scheduled for Thursday, September 23, 2021 via Zoom teleconference at 5 p.m.

The Valley Clean Energy <u>Board</u> has scheduled a regular meeting for Thursday, September 9, 2021 at 5:00 p.m. via Zoom teleconference.

PUBLIC PARTICIPATION INSTRUCTIONS FOR UPCOMING VALLEY CLEAN ENERGY COMMUNITY ADVISORY COMMITTEE MEETING ON THURSDAY, AUGUST 26, 2021 AT 5:00 P.M.:

PUBLIC PARTICIPATION. Public participation for this meeting will be done electronically via e-mail <u>and</u> during the meeting as described below.

<u>Public participation via e-mail:</u> If you have anything that you wish to be distributed to the CAC and included in the official record, please e-mail it to VCE staff at Meetings@ValleyCleanEnergy.org. If information is received by 3:00 p.m. on the day of the CAC meeting it will be e-mailed to the CAC members and other staff prior to the meeting. If it is received after 3:00 p.m. the information will be distributed after the meeting, but within 24 hours of the conclusion of the meeting.

<u>Verbal public participation during the meeting:</u> If participating during the meeting, there are two (2) ways for the public to provide verbal comments:

- 1) <u>Computer with a microphone:</u> activate the "participants" icon at the bottom of your screen, then press the "raise a hand" icon.
- 2) **Phone:** Press *9 to indicate a desire to make a comment. Once called upon, press *6 to unmute your microphone.

VCE staff will acknowledge that you have a public comment to make during the item and will call upon you by name or phone number when it is your turn to comment. Speakers will be limited to no more than two minutes. Speakers will be asked to state their name for the record.

Public records that relate to any item on the agenda for a regular or special CAC meeting are available for public review on the VCE website. Records that are distributed to the CAC by VCE staff less than 72 hours prior to the meeting will be posted to the VCE website at the same time they are distributed to all members, or a majority of the members of the CAC. Questions regarding VCE public records related to the meeting should be directed to Board Clerk Alisa Lembke at (530) 446-2750 or Alisa.Lembke@ValleyCleanEnergy.org. The Valley Clean Energy website is located at: https://valleycleanenergy.org/cac-meetings/.

Accommodations for Persons with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact Alisa Lembke, VCE Board Clerk/Administrative Analyst, as soon as possible and preferably at least two (2) working days before the meeting at (530) 446-2754 or Alisa.Lembke@ValleyCleanEnergy.org

VALLEY CLEAN ENERGY ALLIANCE

Staff Report - Item 5

TO: Community Advisory Committee

FROM: Alisa Lembke, Board Clerk/Administrative Analyst

SUBJECT: CAC July 22, 2021 Meeting Minutes

DATE: August 26, 2021

Recommendation

Receive, review and approve the attached July 22, 2021 meeting minutes.



MINUTES OF THE VALLEY CLEAN ENERGY ALLIANCE COMMUNITY ADVISORY COMMITTEE MEETING THURSDAY, JULY 22, 2021 VIA TELECONFERENCE

Chair Christine Shewmaker opened the Community Advisory Committee of the Valley Clean Energy Alliance in a meeting on Thursday, July 22, 2021 beginning at 5:01 p.m. via videoconference pursuant to the Provisions of the Governor's Executive Orders N-25-20 and N-29-20, which suspends certain provisions of the Brown Act and the Orders of the Public Health Officers with jurisdiction over Yolo County, to shelter in place and to provide for physical distancing.

Welcome and Roll Call

Committee Members Present: Christine Shewmaker (Chair), Cynthia Rodriguez (Vice Chair) Yvonne Hunter,

Marsha Baird, Gerry Braun, Mark Aulman, Lorenzo Kristov, David Springer

Committee Members Absent: Jennifer Rindahl

Welcome and Approval of Agenda Mark Aulman made a motion to approve the July 22, 2021 meeting Agenda, seconded by Yvonne Hunter. Motion passed with Jennifer Rindahl absent.

Public Comment / Introductions

Opened for general public comments and on consent items. There were no written or verbal public comments on items not on the agenda and on Consent Agenda items.

Brief task Group and VCE staff Reports

Task Group Reports

<u>Leg/Reg Task Group:</u> Yvonne Hunter informed those present that they met last Friday and discussed a number of bills including: SB 612 (PCIA) - now a 2 year bill and AB 843 (Biomass) - moving along in the 2nd house with strong bipartisan support. The legislature will take their summer recess and will be back in late August. There was no regulatory update.

Outreach Task Group: Mark Aulman informed those present that the Task Group will meet this coming Monday. The Task Group will be discussing outbound messaging about the Power Content Label and opting up to UltraGreen. They are focusing on Strategic Plan goals of outreach activities with participating municipalities such as the City of Woodland, on getting

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them to opt up to UltraGreen and on messaging information on electrification of new construction. He plans on providing an Outreach Task Group annual report to the CAC at the September meeting.

<u>Programs Task Group:</u> David Springer informed those present that they have been working on pending programs, OhmConnect and Polaris, which are moving forward. The Task Group is supporting VCE Staff Rebecca Boyles as much as possible while a replacement of the Community Outreach Analyst position is found. There are lots of projects in the works.

<u>Rates Task Group</u>: No report because an update will be provided during the regular agenda.

<u>Carbon Neutral Task Group:</u> Cynthia Rodriguez informed those present that the Task Group will be meeting with the contractor selected to prepare the 2030 100% carbon neutral portfolio study. At the Task Group's last meeting, Jennifer Archuleta from SMUD attended and presented information on how load is calculated, how it has changed over the last year, and the effects of the pandemic on the load.

<u>6/10/2021 Special Board meeting summary</u>: Interim General Manager Mitch Sears informed those present the Board approved the Energeia contract to prepare the carbon neutral portfolio study, and received updates on NEM 3.0 and the Strategic Plan.

Staff Report: Mr. Sears informed those present that there is an active recruitment for the Community Outreach Analyst position. Proposals were submitted in response to Yolo County's American Rescue Plan (ARP) solicitation, those proposals will be discussed during the Regular agenda. VCE is participating in PG&E's regionalization discussion; although VCE is not technically a party to this proceeding, Staff have been monitoring and participating when possible. VCE is part of the north valley and Sierra regionalization, disparate areas therefore Staff are providing feedback on this. but we are monitoring and participating when we can.

Consent Items

Yvonne Hunter made a motion to approve the July 22, 2021 Consent agenda items, seconded by Cynthia Rodriguez. Motion passed with Aulman abstaining and Rindahl absent. The following items were:

- 5. approved June 24, 2021 meeting Minutes;
- 6. received customer enrollment update as of July 14, 2021; and,

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7. received Board legislative updated dated July 8, 2021.

There were no written or verbal comments.

Item 8 – Quarterly Power Procurement / Renewable Portfolio Standard update. (Informational) VCE Staff Gordon Samuels reviewed slides summarizing updates on 2021 power content targets; 2021 year to date comparison to those targets; and, a map of long term agreements under development. Several issues were briefly discussed: low water levels and power generation, budget concerns if additional power needs to be purchased, and Cache Creek having difficulty getting connected to the grid through PG&E.

Mr. Sears informed those present that a groundbreaking ceremony of Putah Creek Energy Farm, a local project located outside the City of Winters, in Yolo County, has been scheduled for August 10th. There were no written or verbal comments.

Item 9: Rates Task Group report. (Informational)

Mr. Sears introduced this item. He informed those present that there have been a series of discussions with the Task Group and recently, invited VCE's consultant Don Dame to the group to facilitate a more robust discussion. Staff and the Task Group will be pursuing policies and rates in the near future. VCE Staff Edward Burnham provided a summary of the Rates Task Group activities by reviewing the Task Group's "charge" and tasks. He provided the background on existing rate options, financial reserve policy, rate structure, dividend program guidelines, development of an updated financial model, key considerations within the financial model, and their investigation of rate policy options. Several items were discussed: status of request for proposals for a consultant, fluidity of financial model as resources come on-line, rate elasticity among the different customers (residential, agriculture, commercial, etc.), evaluation criteria of potential rate structure(s), rate option outreach plans, benefits to the customer and VCE of proposed rate structure(s), cost of local resources, and VCE's role in the net energy metering (photovoltaic installation) movement. There were no written or verbal public comments.

Item 10: Strategic Plan update. (Informational)

Mr. Sears provided an update and a cadence overview on the Strategic Plan goals. Several topics were discussed: individual jurisdictions opting up to UltraGreen; how VCE can support building electrification, battery storage and net energy metering customers; the need for VCE to continue supporting decarbonization and grid innovation through regulatory and legislative activities; and, the role of interns assisting VCE Staff with Strategic Plan goals. There were no written or verbal public comments.



Item 11: Update on VCE's application to Yolo County's American Rescue Plan (ARP) proposal solicitation. (Informational / Discussion)

Chair Shewmaker informed those present that there are no slides for this item; however, the submitted proposals are clearing outlined in the staff report. Mr. Sears briefly reviewed Yolo County's American Rescue Plan and the proposals submitted. The CAC asked a few questions and reiterated to Staff that they are ready to assist vetting these proposals. Mr. Sears appreciates their offer and assistance. Once Yolo County makes a decision on which proposals will be funded, he anticipates that Staff will need assistance with the proposal details. There were no written or verbal public comments.

Item 12: 2021 Long Range Calendar. (Informational) Chair Shewmaker highlighted a few items scheduled for upcoming meetings:

1) August 26, Carbon Neutral Task Group update/report; Fiscal Year

2021/2022 operating budget and renewable portfolio standard (RPS) update; and programs concept(s) (placeholder) and 2) September 23, Outreach Task Group update/report; and legislative end of session update. Board Clerk was asked to resend to the CAC the rescheduled November and December meeting dates. There were no written or verbal public comments.

Advisory
Committee
Member and
Announcements

Ms. Hunter informed those present that VCE will be participating in the Cool Davis home heating and cooling on-line workshop, which will be recorded. She will send the information on this event to the Board Clerk for distribution to the CAC.

Chair Shewmaker informed those present that an initiative regarding recycling plastics and decreasing usage of plastics will be on the California ballot next year.

Mr. Sears reminded the CAC that ther are changes in COVID requirements and that there will be a new structure to VCE meetings after September per the Governor's order. He also reminded those present that VCE continues to recruit for applications to seats on the CAC. Some applications have been received, but need applicants for the open City of Woodland and unincorporated Yolo County seats.

Adjournment to Next Meeting

The meeting adjourned at 6:56 p.m. The next regular CAC meeting is scheduled for Thursday, August 26, 2021 at 5 p.m. via videoconference.

Alisa M. Lembke Board Clerk/Administrative Analyst

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VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 6

TO: Community Advisory Committee

FROM: Rebecca Boyles, Director of Marketing & Customer Care

SUBJECT: Customer Enrollment Update (Information)

DATE: August 26, 2021

RECOMMENDATION

Receive the Customer Enrollment update as of August 18, 2021.

Attachment:

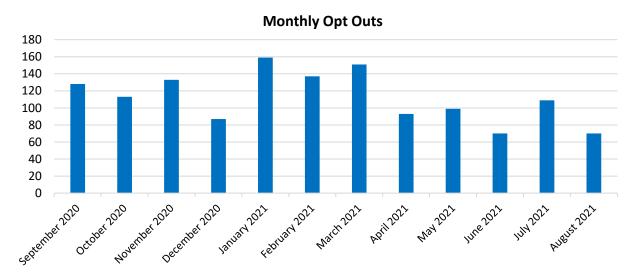
1. August 18, 2021 Customer Enrollment update

| | Davis | Woodland | Winters | Yolo Co | Total | Residential | Commercial | Industrial | Ag | NEM | Non-NEM |
|--------------------|--------|----------|---------|---------|--------|-------------|------------|------------|-------|--------|---------|
| VCEA customers | 26,229 | 20,746 | 2,410 | 10,826 | 60,211 | 52,093 | 6,096 | 7 | 1,927 | 10,298 | 49,913 |
| Eligible customers | 27,539 | 23,753 | 2,638 | 12,329 | 66,259 | 57,281 | 6,689 | 7 | 2,178 | 11,264 | 54,995 |
| Participation Rate | 95% | 87% | 91% | 88% | 91% | 91% | 91% | 100% | 88% | 91% | 91% |

There are currently 163 Winters customers not included in this table. NEM will enroll throughout 2021.

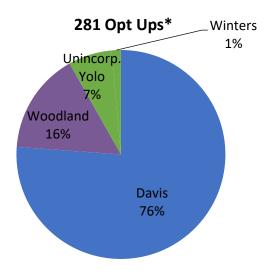
% of Load Opted Out

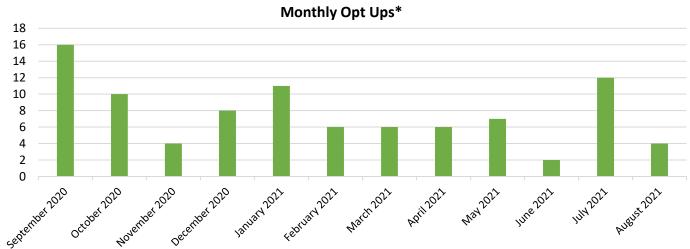
| Residential | Commercial | Industrial | Ag | Total |
|-------------|------------|------------|-----|-------|
| 10% | 9% | 0% | 12% | 9% |



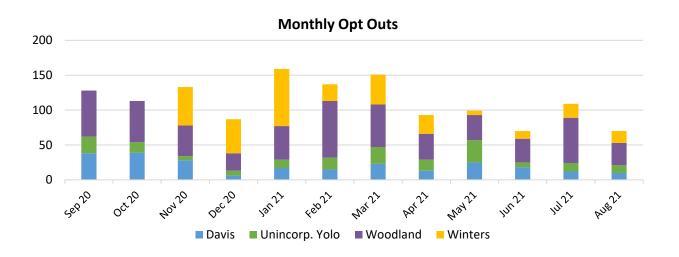


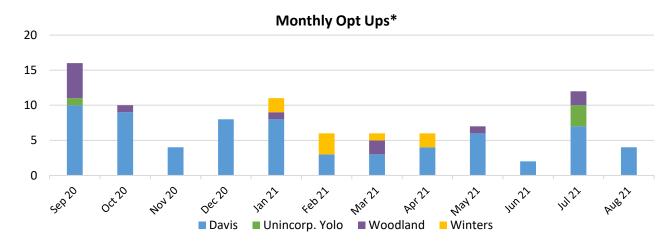
Status Date: 8/18/21





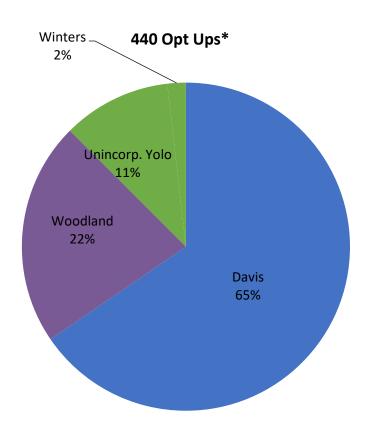
^{*} The numbers in the pie chart represent opt ups for customers who are currently enrolled. The numbers in the bar graph represent opt up actions taken regardless of current enrollment status.

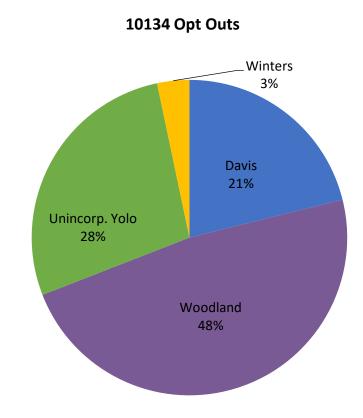






^{*} These numbers represent all opt up actions ever taken regardless of current customer enrollment status.







^{*} These numbers represent all opt up actions ever taken regardless of current customer enrollment status.

VALLEY CLEAN ENERGY ALLIANCE

Staff Report - Item 7

TO: Community Advisory Committee

FROM: Mitch Sears, Interim General Manager

Rebecca Boyles, Director of Customer Care and Marketing

SUBJECT: Update on SACOG Grant Electrify Yolo Project

DATE: August 26, 2021

REQUESTED ACTION

Informational item. The purpose of this report is to give an update on the status of the Electrify Yolo (SACOG grant) project.

BACKGROUND

In December 2018, the Sacramento Area Council of Governments (SACOG) authorized the award of a Green Region grant in the amount of \$2,912,000, representing the regional "Electrify Yolo" project, with the purpose of installing publicly accessible electric vehicle (EV) charging stations. Originally, only VCE and the City of Davis were involved, and Woodland, Winters and unincorporated Yolo County joined the project prior to submitting the grant application in August 2018. The City of Davis distributed funds to each entity once the Memoranda of Understanding (MOUs) were approved by each jurisdiction. All projects are to be finished by December 31, 2023.

UPDATE

EV charger installations have been subject to some delays, including impacts from the COVID-19 pandemic. All MOUs were signed (Davis, VCE/Winters, Woodland, unincorporated Yolo County) as of April 2021, and some EV charger installation projects have begun.

The City of Davis and Frontier Energy held a kickoff meeting on June 29 and anticipate moving very quickly on this project. The analysis and design are estimated to take approximately 3 months once the agreement is signed.

The City of Winters finalized a contract with Ample Electric to install the charging infrastructure: two level 2 Blink chargers at the community center and one level 2 and one DC fast charger at the First/Abbey parking lot. Both projects should be completed by Q4 2021.

Due to competing priorities and staffing issues, Woodland has not yet moved forward with their project; however, they remain committed to completing the project on time.

Yolo County is in discussion with ChargePoint about the feasibility of completing the project from beginning to end. There are a number of potential County-owned sites under consideration for charger locations, as well as solar-powered mobile chargers being considered.

VCE Staff is working with each jurisdiction to design banners to be hung at each charging station with logos of all project partners. These banners will inform members of the public that there will be EV chargers coming soon in that location and aim to increase the public's brand association with VCE and electric vehicles.

VALLEY CLEAN ENERGY ALLIANCE

Staff Report - Item 8

TO: Community Advisory Committee

FROM: Gordon Samuel, Assistant General Manager & Director of Power Services

SUBJECT: Carbon Neutral Task Group Update

DATE: August 26, 2021

The Carbon Neutral Task Group requested that as background for the Community Advisory Committee, staff forward the request for proposals (RFP), associated with the Carbon Neutral study approved by the Board earlier this year. The purpose of this report is to transmit the RFP. On April 30, 2021, Valley Clean Energy (VCE) issued a request for proposals (RFP) from qualified consultants to explore the feasibility, cost and benefit of pursuing a 100% carbon free portfolio. The consultant, Energeia, was selected to perform the study. The contract with the consultant was approved by the Board on July 8, 2021.

Attachment

Carbon Free Portfolio RFP

Valley Clean Energy Alliance 604 2nd Street, Davis, California 95616 Phone: (530) 446-2750



REQUEST FOR PROPOSALS FOR 100% CARBON FREE PORTFOLIO STUDY

PROPOSALS ARE DUE:

Friday, May 21, 2021 BY 4:00 P.M. (Pacific Daylight Time)
Proposals must be e-mailed in PDF form to Gordon.Samuel@ValleyCleanEnergy.org

Valley Clean Energy Alliance is a Joint Powers Authority consisting of the Cities of Davis, Woodland, and Winters and the County of Yolo.

Scope of Services

100% CARBON FREE PORTFOLIO STUDY

I. INTRODUCTION

Valley Clean Energy is seeking a qualified consultant (Contractor) to explore the feasibility, cost and benefit of pursuing a 100% carbon free portfolio. This 100% carbon free portfolio will be developed as an option to be considered as part of VCE's Strategic Plan and in VCE's upcoming Integrated Resource Plan (IRP). It is intended that all elements of the generation portfolio will be renewable and/or carbon free as defined below.

II. BACKGROUND

- **2.1** Valley Clean Energy Alliance or Valley Clean Energy (VCE), is a joint powers authority providing a state-authorized Community Choice Energy (CCE) program. Participating VCE governments include the City of Davis, the City of Woodland, the City of Winters and the unincorporated areas of Yolo County. PG&E continues to deliver the electricity procured by VCE and to perform billing, metering, and other electric distribution utility functions and services. Customers within the participating jurisdictions have the choice not to participate in the VCE program.
- **2.2** Since VCE started serving load in June 2018, VCE has added resources under long term contracts and is gradually building up a portfolio of short and long term assets in line with its vision and the demand of its customers. To date, VCE has relied mainly on market purchases of energy, Resource Adequacy (RA), and Renewable Energy Credits (RECs) in order to serve its electric demand and meet regulatory requirements with respect to resource adequacy and renewable energy. Starting in 2021 VCE will increasingly meet electric demand with resources under long term contracts. VCE has contracted for 50 MW of new solar resource (PV photovoltaic) located in Kings County, CA and a 3 MW PV + 3 MW storage (BESS battery energy storage system) project in Yolo County, CA to come online before the end of 2021. In 2022, two additional solar + storage power purchase agreements (PPAs) have been executed (90 MW PV + 75 MW BESS in San Bernardino County, CA and 20 MW PV + 6.5 MW BESS in Yolo County, CA). Finally, two other long-term RA capacity contracts have been executed 7 MW of demand response beginning in the Summer 2021 and another 2.5 MW of stand-alone battery storage by Summer 2022.

III. DETAILED SCOPE OF WORK

The scope of work for this project includes the following:

- Develop a 100% renewable portfolio study report
 - o Net zero and 24x7 by 2030
- Develop a 100% carbon free portfolio study report
 - Net zero and 24x7 by 2030
- Use production cost model to simulate generation of existing and future resources

- o Develop lowest cost resource mix at different renewable/carbon free penetrations levels
- Perform risk analysis of the scenarios/contingencies
 - Contractor invited to present scenarios/contingencies to consider
- Provide industry trends for renewable resources, large hydro, storage, etc.
- **3.1 Renewable Electricity** includes "biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation of 30 megawatts or less, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current", [(Public Resources Code § 25741), Renewables Portfolio Standard (RPS). (Public Utilities Code § 399.11 et seq.)] Renewable electricity is assumed to be free of GHG emissions.
- **3.2 Carbon Free Electricity** Any electricity that meets the definition of renewable electricity above plus other sources considered zero emission. These zero emission sources now in California include existing large hydro (greater than 30 MW) and existing nuclear. New technologies not now included in the zero-emission category can be added in the future. Carbon Free power uses no fossil fuel generation. See https://focus.senate.ca.gov/sb100/faqs for FAQs on existing large hydro and existing nuclear and their inclusion in SB 100. The percent of the power that must meet RPS is governed by SB 100 (De Leon, 2018) and shall be equal to or greater than 60% for 2030 and beyond. By 2045 all electricity in California is to be Carbon Free.
- **3.3 Hour by Hour // 24/7** The Carbon Content of the Electricity provided is analyzed on an hour by hour basis. And for our purposes is either Renewable or Carbon Free Electricity each and every hour of the day.
- **3.4 Carbon Neutrality** The net carbon content of the electricity is analyzed over a period of time (usually a year) and the net carbon content is zero. During this period both sources that emit carbon and those that do not can be used, but the net carbon emissions are zero. Net zero can be achieved if zero carbon electricity is overproduced at certain times and that excess zero carbon electricity is demonstrated through available data to displace carbon emitting electricity on the grid at that time. If enough zero carbon electricity is overproduced, the net carbon emissions can be zero.
 - This area purposely left blank -

POWER SOURCE

| RENEWABLE | <u>R/HBH</u> | <u>R/CN</u> |
|-------------|---------------|----------------|
| CARBON-FREE | <u>CF HBH</u> | <u>CF/CN</u> |
| | HOUR BY HOUR | CARBON NEUTRAL |

ANAYLYSIS TIME FRAME

"R/HBH/CF/CN": Renewable /Hour by hour/Carbon free/Carbon neutral

IV. PROFESSIONAL SERVICES

The following tasks and are incorporated into the Scope of Work.

4.1 Project Tasks

Contractor shall prepare and provide the following:

4.2 Portfolio Study Reports

The Portfolio Study Report (Report) shall describe at a high level the method used to perform the work. The fundamental algorithmic assumptions and approach must however be logical, consistent and explained in narrative form. The inputs used by the Contractor should align with the inputs provided by VCE. Reports and supporting documents shall be provided in .pdf, WORD, Excel or other commonly used formats.

Potential resources that could be included in the portfolios

- Solar (Front of meter, FOM/Behind the meter, BTM)
- Wind
- Hydro
- Pump Storage

RFP 2021CFPS

4

- Geothermal
- Biomass
- Battery Storage (FOM/BTM)
- Nuclear
- Energy Efficiency
- Demand Response
- Demand Management

4.3 Scenario Scope

The Contractor must use a production cost model to simulate the generation of existing and future resources. The results for each scenario must be summarized in the Report to at least include the following: costs, generation of each resource (GWh), market purchases (GWh), demand response deployment, behind the meter deployments, nameplate capacity of new resources, battery configurations (capacity and duration), imports, amount of local generation and CO2 equivalent tons.

The Contractor shall propose and discuss with VCE any viable scenarios based on Contractor's experience and expertise. These proposed scenario submittals will be reviewed by VCE. Each scenario shall include all costs on an annual basis for PPA energy costs, transmission or other delivery costs, fuel costs and any fixed and variable O&M. Contractor shall complete a quantitative evaluation for each scenario. Each scenario, unless otherwise noted, shall be modeled on an hourly basis. The Loss of Load Expectation (LOLE) for each scenario should not exceed one (1) day in ten (10) years.

4.4 Model VCE reference case. Align with the assumptions made for the reference case and identify any differences.

Contractor will solve for the mix of renewable or carbon free resources that results in the lowest cost plan. All loads will be served by assets procured by VCE. VCE will not rely on spot energy purchased from outside resources.

4.5 Risk Analysis

Attempting to achieve a 100% carbon free portfolio entails risks and unknowns, some of which VCE is able to anticipate, and others that may not be obvious. This section lists some of the potential risks that VCE has so far identified. The Contractor shall explain the risk and mitigation for each concern listed below.

It is also anticipated that the list below is likely incomplete, and for that reason the Contractor is expected to address and explain in the Report any additional risks and mitigations that it may be aware of or discover during the course of the study.

4.5.1 Particular attention shall be paid to the capacity and duration of output of any energy storage facilities proposed. There is some concern for instance, that solar

sources of supply may not be available or adequate for extended times, during some winter peak conditions. The storage must be capable of covering the deficit.

4.5.2 If large amounts of storage are necessary through the variability of renewable sources, how will it be ensured that storage can be kept sufficiently charged using only the renewables? Would access to a greater amount of renewables, either from the grid or locally connected, be required to charge the storage and maintain a 100% renewable posture? What would be the estimated cost?

For instance, if renewable resources are installed or purchased only in quantities sufficient to serve VCE's peak load, when and how often would it be assumed those resources could be successfully diverted to keep the storage charged to acceptable levels? Would it be necessary to purchase more renewables strictly to serve storage?

4.5.3 There could be a risk in purchasing access to renewables or carbon free in quantities sufficient to ensure the ability to reliably serve load for the full 8760 hours of the year. The risk is having significant excess energy at certain times of the year or day. What would be the best strategy for dealing with this issue? Exporting to the grid? Curtailing the renewable/carbon free energy?

The Contractor shall identify in each scenario evaluated the magnitude in MWs and the risk in annual hours of having significant excess energy.

4.5.4 How will demand response programs be deployed? What is the magnitude, duration (per day/per year), and time of day that these programs are expected to be implemented?

4.6 Discussion of possible future industry trends in renewable resources, carbon free resources and storage

Contractor shall also gather input on trends and emerging technologies that could reach maturity by 2030, and which could help in achieving the 100% renewable or carbon free goal.

The Contractor shall provide in the Report a separate discussion of what is considered to be emerging and future trends in renewable energy, carbon free energy, storage and other potential technologies that could aid in achieving a goal of 100% carbon free portfolio. The discussion should include future factors such as, but not limited to, pricing, capacity factor, efficiency, new inverter technology, operating capabilities, and whatever else the Contractor may consider to be relevant.

The Contractor shall provide in support of this discussion of future trends a survey or summary of pertinent industry sources, referenced as appropriate.

V. PROPOSER MINIMUM QUALIFICATIONS

The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting.

| Item | Criteria Description | Weighting |
|------|---|-----------|
| | Experience and Qualifications 1. Experience of firm 2. Resumes of staff designated to support this scope 3. CCA/Public Power/Energy experience | 45% |
| | Compliance with VCE Sample Contract | 10% |
| | Price | 45% |
| | Total | 100% |

5.1 Proposal Submittal Requirements

- 1. Ten pages maximum submitted electronically. Executive Summary with brief description of company including Firm or individual name and contact information, including e-mail and website addresses, year organized, principals with the firm, types of work performed, number of employees.
- 2. Resumes of key staff that would work on VCE projects.
- 3. Information on any previous experience or services provided, including CCA experience.
- 4. Other factors or special considerations you feel would influence the selection of your proposal.
- 5. List of references and contact information.

5.2 Miscellaneous

1. Additional Information

Scope of Services may be revised upon mutual agreement between the Contractor and VCE.

2. Ownership of Work Products

All notes, documents, and final products in all native formats (e.g., Word, Excel, PowerPoint, databases, handwritten notes) produced in the performance of this agreement shall be the property of VCE and shall not be shared with other entities without permission from VCE staff.

3. Request for Proposal Schedule

VCE anticipates that the process for selection of Carbon Free Portfolio Study and awarding the contract will be according to the following tentative schedule.

5.3 Schedule

| Milestone Description | Date |
|-----------------------|-----------|
| Issue RFP | 4/30/2021 |
| Return NDA | 5/12/2021 |
| Responses due | 5/21/2021 |
| Consultant selection | 6/17/2021 |
| Study work | Q3 2021 |
| Final report complete | Q4 2021 |

5.4 Instructions to Proposers

1. Time and Manner of Submission

The Proposal shall be submitted electronically to and received by VCE's office no later than 4:00 p.m. (PDT) on Friday, May 21, 2021.

Submit to:

Gordon Samuel, Assistant General Manager Email: gordon.samuel@ValleyCleanEnergy.org

- Each proposal shall include the full business legal name, DBA, and address and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature.
- All proposals submitted become the property of VCE.

2. Explanations to Proposers

All requests, questions or other communications regarding this RFP shall be made in writing to VCE via email. Address all communications to Gordon Samuel (gordon.samuel@valleycleanenergy.org). To ensure that written requests are received and answered in a timely manner, email correspondence is required.

VCE will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by an electronic request received by VCE prior to the Request for Proposal due date.

4. Revisions and Supplements

Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

5. Proposal Evaluation and Selection Process

The proposals submitted shall be evaluated for award based on the criteria described in the "Proposal Evaluation Criteria" section of this Request for Proposal.

VCE may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on VCE's review of the proposals received, a "short listed" group of Proposers may be selected. The "short listed' firms may be required to make verbal presentations of their qualification to VCE. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of VCE to accept it.

The right is reserved, as the interest of VCE may require, to reject any or all proposals and to waive any irregularity in the proposals received.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to VCE the required insurance certificates as per section 3.10 of the sample contract and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification.

6. Duration of Contract

This contract shall be for one year, subject to approval by VCE's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The Budget is subject to the approval of VCE's Board of Directors.

7. Qualifications of Proposers

VCE expressly reserves the right to reject any proposal if it determines that the business and technical organization, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

8. Proposal Preparation Costs

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to VCE.

9. Conflicts

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

10. Manner and Time of Payment

At completion of the scope, Contractor shall submit an invoice for the lump sum of the work performed.

11. Subcontractors

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts.

Contractor will pay subcontractors in a timely manner.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and VCE.

12. Notice Related to Proprietary/Confidential Data

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask VCE to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. VCE favors full and open disclosure of all such records. VCE will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

13. Contract

VCE's standard contract is included as Attachment A - *Sample* Contract of this Request for Proposal. VCE may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

5.5 Performance Requirements

Performance Requirements/Acceptance Criteria

- a. All Milestones shall be completed in accordance with approved schedule.
- b. Deliverable items must be complete, legible, comprehensible, and satisfy all requirements set forth in the scope of work.

5.6 Reference Documents

VCE will provide reference documents to aid in the preparation of RFP responses after execution of the non-disclosure agreement (NDA) – a sample NDA is attached as Attachment B.

5.7 Resource and Submittal Requirements

Contractor shall provide all resources required to complete the work described herein, including but not limited to skills, services, supervision, tools, documents, information, labor, materials, equipment, computing capability, transportation, and any other necessary item or expense to fulfill the work requirements.

5.8 Project Cost

Contractor shall provide a not to exceed lump sum price. If VCE modifies the scope and additional study work needs to be performed, Contractor shall provide a change order price before initiating the work.

ATTACHMENT A - SAMPLE CONTRACT

A SAMPLE CONTRACT IS ATTACHED HERETO.

SAMPLE CONTRACT PURPOSELY OMITTED

ATTACHMENT B - SAMPLE NON-DISCLOSURE AGREEMENT

A SAMPLE NON-DISCLOSURE AGREEMENT IS ATTACHED HERETO.



NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE Agreement (this "**Agreement**") is entered into as of _______, 2021 (the "**Effective Date**") between and among Valley Clean Energy, a California joint powers authority ("**VCE**") and [Respondent name] a [state of formation] [type of entity] ("[**Name of party**]").

The parties to this Agreement intend to enter into discussions regarding consulting and study services to be negotiated between VCE and [Name of party] in connection with the VCE Strategic Plan (the "Transaction"). In connection with the Transaction, the parties may receive certain Confidential Information (as defined below) from each other, the confidentiality of which the parties desire to protect. For purposes of this Agreement, the party making the disclosure of Confidential Information is referred to as "Disclosing Party" and the party receiving such Confidential Information is referred to as "Receiving Party." For purposes of this Agreement, "Affiliate" means, as to any party hereto, any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Confidential Information.

- (a) <u>Defined</u>. "Confidential Information" means all secret, proprietary, confidential or otherwise nonpublic information of or relating to a party or its Affiliates, in any form whether written, electronic, visual or oral pertaining to the contemplated Transaction, and all notes, analyses, compilations, studies, reports, interpretations, or other material prepared by Receiving Party or its employees or agents which contain or reflect or are based upon, in whole or in part, the foregoing.
- (b) Exclusions. Confidential Information does not include information (i) that is or becomes generally known to the public other than as a result of disclosure by Receiving Party or any of its Representatives (as defined below) in violation of the terms of this Agreement; (ii) that is in the possession of Receiving Party at the time of disclosure by Disclosing Party, as reasonably evidenced by a prior or contemporaneous writing and other than as a result of Receiving Party's breach of any legal obligation; (iii) that becomes known to Receiving Party through disclosure by sources other than Disclosing Party which, to the knowledge of Receiving Party, are not subject to any obligation of confidentiality or other duty not to disclose such information; or (iv) that is independently developed by Receiving Party without reference to the Confidential Information and through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information, as reasonably evidenced in writing by Receiving Party.
 - 2. Obligation of Confidentiality. Receiving Party will not use or disclose any



Confidential Information of Disclosing Party except for purposes of carrying out Receiving Party's duties and obligations with respect to, and otherwise as reasonably necessary to implement, the Transaction, except that Receiving Party may disclose such Confidential Information where it is under a legal or regulatory obligation to do so. Subject to the foregoing, without the prior written consent of Disclosing Party, Receiving Party will not disclose any portion of the Confidential Information to any person, other than to employees, consultants, Affiliates, advisors, attorneys, auditors, lenders or agents of Receiving Party who have a need to know in connection with the Transaction or otherwise (collectively, to the extent Receiving Party discloses, or provides access to, Confidential Information to any of the foregoing, its "Representatives"), provided such Representatives are informed of this Agreement and agree to be bound by the terms hereof or are otherwise bound by obligations of confidentiality with regard to the Confidential Information which are at least as protective as the confidentiality obligations set forth herein.

- 3. Compliance with the Law. If Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule) to disclose any Confidential Information of Disclosing Party, Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. Each party hereto acknowledges and agrees that information and documentation provided in connection with the Transaction may be subject to the California Records Act (Government Code Section 6250 et seq.).
- 4. **Return of Materials.** Upon termination of the Agreement or upon the earlier written request of Disclosing Party, Receiving Party shall, and shall cause its Representatives to, promptly upon the written request of Disclosing Party, deliver to Disclosing Party all documents, files or other materials furnished by or on behalf of Disclosing Party to Receiving Party constituting Confidential Information, without retaining any copies of them. Receiving Party shall then and shall cause its relevant Representatives to destroy all other documents, files or materials constituting Confidential Information of Disclosing Party (including all electronic records containing or describing any Confidential Information), and shall confirm in writing to Disclosing Party that all Confidential Information and records have been returned or destroyed. obligations of Receiving Party contained in this Agreement will survive any return or destruction of documents, files or other materials containing Confidential Information; provided, however, an archival copy of the Confidential Information and copies, notes, summaries, or extracts may be retained (and subsequently destroyed) in the files of Receiving Party in accordance with its record retention policies, so long as such policy does not conflict with the terms of protection of Receiving Party for the periods described in this Agreement.
- 5. <u>Governing Law and Jurisdiction</u>. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of California, without regard to



conflicts of laws. The parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Sacramento County for the purposes of adjudicating any matter arising from or in connection with this Agreement. Each party expressly waives any right to a trial by a jury in any proceeding arising directly or indirectly out of this Agreement.

- 6. No Representation, Warranty or Obligation. Disclosing Party makes no representation or warranty, express or implied, as to the Confidential Information, including without limitation to any warranty against infringement, accuracy or completeness, and Disclosing Party shall have no liability based upon the Confidential Information; provided, that Disclosing Party represents it has the right to disclose the Confidential Information to Receiving Party hereunder. Nothing in this Agreement obligates Disclosing Party to make any particular disclosure of Confidential Information or to complete, revise or update any Confidential Information. Nothing herein obligates any party hereto to enter into or continue discussions or transactions related to the Transaction, or prevents Disclosing Party from disclosing its Confidential Information to any other person or entity.
- 7. <u>Term.</u> This Agreement will continue in full force and effect for a term of three (3) years from the Effective Date. This Agreement shall survive any change or termination of the parties' business relationship.
- **8.** Remedies. Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.
- 9. Miscellaneous. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof. This Agreement supersedes all prior written and oral agreements and all other communications between the parties. Amendments and modifications to this Agreement will be effective only if written and signed by the parties hereto. This Agreement will be binding upon and inure to the benefit of each party's successors or permitted assigns. Except as expressly stated herein, each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties hereto, and their successors and permitted assigns. If any provision in this Agreement is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this Agreement will not be affected thereby. All



notices, requests, consents and other communications required or permitted to be delivered hereunder must be made in writing and delivered by hand, via overnight delivery service or by registered or certified mail, postage prepaid. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. The parties may rely on electronic signatures and a signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party represents and warrants that the individual signing below has the necessary authority to bind the party set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

| VALLEY CLEAN ENERGY, a California joint powers authority | [] a [State of Formation] [Entity Type] |
|--|---|
| By: | By: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| By: | By: |
| Printed Name: | Printed Name: |
| Title: | Title: |

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 9

TO: Community Advisory Committee (CAC)

FROM: Mitch Sears, Interim General Manager

Edward Burnham, Director of Finance and Operations Alisa Lembke, VCE Board Clerk/Administrative Analyst

SUBJECT: Discussion on possible restructuring of the Community Advisory Committee

DATE: August 26, 2021

RECOMMENDATION

1. Consider Community Advisory Committee restructuring options, including maintaining existing structure.

2. Provide a recommendation to the Board for their review.

SUMMARY

Since 2017, the CAC has been helping the Board and Staff assess and provide recommendations on critical policy issues, provide feedback and insight on customer engagement, and informed advice on energy issues. Historically, it has been difficult for VCE to fully fill CAC vacancies. Staff are seeking CAC input on the possible restructuring the Community Advisory Committee. For discussion purposes, multiple options are presented. The CAC Ad Hoc Committee (Chair Christine Shewmaker and Vice Chair Cynthia Rodriguez) have reviewed and participated in discussing this staff report subject. Staff is seeking input and a recommendation from the CAC to the Board for their review and discussion at the September 9, 2021, Board meeting.

BACKGROUND

The VCE Board of Directors on December 13, 2016, via Resolution #2016-006 formed a Community Advisory Committee (CAC); on September 13, 2018, the Board approved the terms of service and officer position of members who serve on the Community Advisory Committee; and on October 18, 2018, the Board approved a three-year term for Community Advisory Committee seats, how to determine the terms of service of current CAC members, and criteria for new recruitment and selection.

On November 15, 2018, the Board adopted Resolution 2018-030, which summarized VCE's recruitment and appointment process to the CAC and appointed seats. This process included an initial staff review for completeness, a review by the Board subcommittee, and a recommendation to the full Board.

In December 2019, the Board approved the City of Winters as a member of VCE. A condition of membership was to help identify community representatives to serve on VCE's Community Advisory Committee. In June 2020, the Board appointed David Springer, Jennifer Rindahl, and Peter Meyer to fill the City of Winters seats with staggered terms. In July 2020, Cynthia Rodriguez was appointed to fill a vacant Yolo County seat.

Per the Board's request, for the Class 3 terms expiring in June 2021, solicitation of applicants from all VCE jurisdictions was advertised via social media, MailChimp, and VCE's website. The Class 3 original recruitment was extended to Thursday, July 1, 2021. As the result of this solicitation, we received two (2) applications from Davis residents. Again, the due date was extended, to Friday, August 20, 2021 by 4 p.m. to seek additional candidates. As the result of the extension, we received an application from a Winters resident and as of Thursday, August 19th, no other applications have been received.

Staff and CAC should consider the optimal size based on current and future member jurisdictions. The optimal size of the CAC ranges from eight (8) to twelve (12) seats. The CAC and Board optimal size may change, for example, if additional jurisdictions join the JPA. The JPA structure will reduce Board seats from two to one should the JPA have five or more member jurisdictions. The optimal size and equal representation provide effective participation and equitable representation of member jurisdictions at the CAC committee and task group support functions.

Currently, there are nine (9) seats filled out of twelve (12) seats total. The current CAC quorum requirement is seven (7) seats based on 50% of seats +1 of 12 seats (filled or vacant). The options below are based on Davis and Winters reappointment/appointment of a representative from the current pool of reapplicant/applicants to serve out the Class 3 term as regular seats (not as alternates described in option 3).

Please see the below details of the current class appointments and terms for the CAC.

CLASS 3 – (Expired) June 2021

Yolo Rep. – Vacant Woodland Rep. - Christine Casey Davis Rep. – Lorenzo Kristov Winters Rep. - Peter Meyer

Class 3 Updates: Lorenzo Kristov (Davis) has submitted his interest to be reappointed. Christine Casey (Woodland) and Peter Meyer (Winters) did <u>not</u> seek reappointment. Mr. Kristov has agreed to remain an active CAC participant as the Board considers reappointment/appointments to the CAC.

Class 1 and 2 are as follows:

CLASS 1 – Expiring June 2022

Yolo Rep. – Cynthia Rodriguez Woodland Rep. – Mark Aulman Davis Rep. – Yvonne Hunter Winters Rep. – David Springer

CLASS 2 – Expiring June 2023

Yolo Rep. – Marsha Baird Woodland Rep. – Christine Shewmaker Davis Rep. – Gerry Braun Winters Rep. – Jennifer Rindahl

ANALYSIS

Since formed in 2018, the CAC has provided over 1,800 hours of volunteer service to VCE, helping assess and provide recommendations on critical policy issues, provide feedback and insight on customer engagement, and informed advice on energy issues. However, it has been difficult for VCE to fill CAC vacancies. Therefore, Staff outlines several options for consideration that attempt to address this issue while retaining the value the CAC provides to VCE's decision-making process. Three possible options are:

Option 1 - No Change:

Option 1 continues a twelve-seat committee structure with three seats from each current jurisdiction. This option includes no changes or modifications. The recommendation below includes continued recruitment for two vacancies (unincorporated Yolo County - Class 3 and Woodland - Class 3).

- Reappoint / Appoint from the current applicant pool for Davis and Winters Class 3 seats.
- Continue to actively advertise and solicit applicants for the two vacant seats (Woodland and Yolo)

As described above, the current structure has proven to provide support and meaningful contributions to the organization successfully.

Option 2 – Addition of Member-at-large appointment:

Option 2 is a twelve-seat committee structure with three seats from each jurisdiction. This option includes modifications to allow the temporary appointment of Member-at-large for vacancies greater than 90 days. The recommendation below includes one reappointment, one appointment, and continued recruitment for two vacancies (Yolo County - Class 3 and Woodland - Class 3).

Member-at-large is an applicant(s) from jurisdictions that have filled all available seats for their respective jurisdiction. Member-at-large would be appointed for a one-year term and limited to one per jurisdiction.

For example, the current CAC committee has two vacancies. The two vacant seats are Woodland and unincorporated Yolo County. The two vacancies could be filled by one Davis and one Winters Member-at-large. Member-at-large would participate in task group and committee meetings as a voting committee seat until the one-year term or the Class Term has expired.

Continue recruitment for the two (2) vacant positions (Yolo and Woodland),

- Allow appointment for member-at-large to CAC vacancies for a one (1) year term for vacancies greater than 90 days.
- Member-at-large terms limited to one per jurisdiction. i.e., A maximum of four seats for each jurisdiction of the twelve-seat committee to prevent majority jurisdiction representation.

Option 3 - Modified Structure:

Option 3 is an eight-seat committee structure with two seats from each jurisdiction and the creation of one alternate from each jurisdiction. This modified structure would reduce CAC seats from twelve to eight committee seats and add four (4) alternates. This modified structure is aligned with the current form of VCE Board seats. Alternates would be allowed to act in the absence of a committee seat of their jurisdiction with voting rights at CAC meetings. Additionally, alternates may participate in all task group activities and CAC meetings without voting rights.

- Terms for the eight seats would continue to be staggered
- Continue recruitment for the two (2) vacant seats (Yolo and Woodland),
- Before the adoption and implementation of Option 3, Option 1 in the interim period

Transition to this option would be optimal for future years, provided there are continued vacancies. Current structure and recruitment would continue, and strategy for implementation developed with Staff and CAC Ad Hoc Committee for future consideration.

CONCLUSION

Staff is seeking feedback/recommendation on Community Advisory Committee restructuring options, including the option to maintain the existing structure.

VALLEY CLEAN ENERGY ALLIANCE

Staff Report – Item 10

TO: Community Advisory Committee

FROM: Alisa Lembke, Board Clerk/Administrative Analyst

SUBJECT: Board and CAC 2021 Long Range Calendar

DATE: August 26, 2021

Please find attached the 2021 Board and Community Advisory Committee (CAC) Long Range Calendar listing upcoming meetings and proposed topics for discussion. Please make suggestions if there are topics you wish to add.

Attachment:

1. 2021 Board and CAC Long Range Calendar

VALLEY CLEAN ENERGY

2021 Meeting Dates and *Proposed* Topics – Board and Community Advisory Committee

| MEETING DATE | | TOPICS | ACTION |
|---|--|--|--|
| January 14, 2021 Special Meeting January 21, 2021 | Board WOODLAND | Oaths of Office for Board Members (Annual if new Members) Approve Updated CAC Charge (Annual) Approve 2021 Procurement Plan Treasurer Function / Investment GHG Free Attributes Power Purchase Agreement Arrearage Management Plan | Action Action Action Action Action Action Action |
| January 28, 2021 | Advisory Committee WOODLAND | Formation of 2021 Task Groups (Annual) Quarterly Power Procurement / Renewable Portfolio Standard Update Quarterly Strategic Plan update New Building Electrification 2021 Marketing Outreach Plan CA Community Power Agency Joint Powers Authority | Discussion/Action Informational Informational/Discussion Action: Recommendation to Board Action: Recommendation to Board |
| February 11, 2021 | <mark>Board</mark> DAVIS | Update on SACOG Grant – Electrify Yolo 2021 Marketing Outreach Plan CA Community Power Agency Joint Powers Authority Update on January 2021 Rates Update on Time of Use (TOU) roll out | Informational Action Discussion/Action Informational Informational |
| February 25, 2021 | Advisory Committee DAVIS | Update on SACOG Grant – Electrify Yolo 2021 Task Groups – Tasks/Charge (Annual) New Building Electrification Legislative Bills Update on Time of Use (TOU) roll out | Informational Discussion/Action Discussion/Action Discussion/Action Informational |

| March 11, 2021 | <mark>Board</mark> WOODLAND | New Building ElectrificationLegislative Bills | Discussion/ActionAction |
|----------------|---|--|---|
| March 25, 2021 | Advisory Committee WOODLAND | Draft Programs Plan | • Discussion |
| April 8, 2021 | Board DAVIS | Preliminary FY21/22 Operating Budget (Annual) | Informational/Discussion |
| April 22, 2021 | Advisory Committee DAVIS | 2021 and 2022 Power Content Update Quarterly Strategic Plan update SMUD 2030 Zero Carbon Plan - presentation AB 992 (Social Media)/Brown Act - Best Best Krieger presentation Update on SACOG Grant – Electrify Yolo | Informational Informational Informational Informational/Discussion |
| May 13, 2021 | Board WINTERS | Update on FY21/22 draft Operating Budget Update on SACOG Grant – Electrify Yolo Amendments 22 and 23 to SMUD Agreement Task Order 2 Execution of Letter Re: SMUD, Resource Adequacy to the Central Procurement District | InformationalInformationalActionAction |
| May 27, 2021 | Advisory Committee WOODLAND | Power Planning 2022 / Renewable Content Draft 3-Year Programs Plan | Discussion/ActionAction: Recommendation to the Board |
| June 10, 2021 | <mark>Board</mark> DAVIS | Approval of FY21/22 Operating Budget (Annual) Extension of Waiver of Opt-Out Fees for one year (Annual) Amendment 22 SMUD Agreement Task Order 2 Draft 3-Year Programs Plan | ActionActionActionAction |
| June 24, 2021 | Advisory Committee DAVIS | Prioritizing types of energy (placeholder) Net Energy Metering (NEM) 3.0 Update | Discussion/ActionInformational |
| July 8, 2021 | Board WOODLAND | Re/Appointment of Members to Community Advisory Committee (Annual) (postponed to September meeting) Net Energy Metering (NEM) 3.0 Update | Action Informational |

| July 22, 2021 August 12, 2021 | Advisory Committee WOODLAND Board DAVIS | Quarterly Power Procurement / Renewable Portfolio Standard update Quarterly Strategic Plan update Legislative Bills update Rates Task Group report/update Currently, this meeting is cancelled. A special meeting will be scheduled if an urgent item needs to be addressed. | Informational Informational Informational |
|--------------------------------------|--|--|---|
| August 26, 2021 | Advisory Committee DAVIS | Update on SACOG Grant – Electrify Yolo (consent) Carbon Neutral Task Group report/update Remote meeting update CAC Structure discussion | InformationalInformationalInformationalDiscussion/Action |
| September 9, 2021 September 23, 2021 | Board WOODLAND Advisory | Re/Appointment of Members to Community Advisory Committee (Annual) Receive Enterprise Risk Management Report (Bi-annual) Update on SACOG Grant – Electrify Yolo FY21/22 Operating Budget / RPS update Strategic Plan update (Carbon Neutrality) (placeholder) Outreach Task Group report/update (placeholder) | Action Informational Informational Discussion / Action Informational Informational |
| | Committee WOODLAND | Presentment of program concept(s) (placeholder) Legislative End of Session Update Allocation of Net Margin FY21/22 Operating Budget / RPS update Financial Load Forecast | Informational Informational Informational Discussion / Action Informational |
| October 14, 2021 | Board WINTERS | Approval of FY20/21 Audited Financial Statements (James Marta & Co.) (Annual) Financial Load Forecast (Annual) FY2020/2021 Allocation of Net Margin (Annual) Receive Update on 3 year Strategic Plan (adopted Oct. 2020) Certification of Standard and UltraGreen Products (Annual) | ActionInformationalActionInformationalAction |
| October 28, 2021 | Advisory Committee DAVIS | Update on Power Content Label Customer Mailer Committee Evaluation of Calendar Year End (Annual) Quarterly Power Procurement / Renewable Portfolio Standard update | InformationalInformationalDiscussion |

| | | Quarterly Strategic Plan update | Informational |
|---|--------------------|--|-----------------------------------|
| | | Resilience overview/introduction (placeholder) | Informational |
| | | | Informational |
| November 11, | Board | Certification of Power Content Label (Annual) | Action |
| 2021 | WOODLAND | Update on SACOG Grant – Electrify Yolo | Informational |
| Veterans' Day – | | , | |
| Holiday – need to | | | |
| reschedule | | | |
| | 0 al: a a | Committee Fredrick of Coloraday Very Field (Approxi) | Discussion / Action |
| November 18, 2021 | Advisory | Committee Evaluation of Calendar Year End (Annual) | Discussion/Action |
| (3 rd Thursday of the month due to | Committee | Review Revised Procurement Guide (Annual) | Action: Recommendation |
| Thanksgiving holiday) | WOODLAND | 5/04/00 0 / DDG | to Board |
| Thuritisgiving honday) | | FY21/22 Operating Budget / RPS update | Informational |
| | | Update on SACOG Grant – Electrify Yolo | Informational |
| | | Revise CAC Charge (tentative) (Annual) | Discussion |
| | | Carbon Neutral Task Group report/update (placeholder) | Informational |
| | | | |
| December 9, 2021 | <mark>Board</mark> | Receive Enterprise Risk Management Report (Bi-annual) | Informational |
| | DAVIS | Approve Revised Procurement Guide (Annual) | Action |
| | | FY21/22 Operating Budget / RPS update | Informational |
| | | Receive CAC 2021 Calendar Year End Report (Annual) | Receive |
| | | Election of Officers for 2022 (Annual) | Nominations |
| | | | |
| December 16, 2021 | Advisory | 2022 CAC Task Group(s) formation (Annual) | Discussion |
| (3 rd Thursday of the | Committee | Election of Officers for 2022 (Annual) | Nominations |
| month due to | DAVIS | Revise CAC Charge (tentative) (Annual) | • Discussion |
| Christmas holiday) | | | |
| January 13, 2022 | Board | Oaths of Office for Board Members (Annual if new Members) | Action |
| | WOODLAND | Approve Updated CAC Charge (tentative) (Annual) | Action |
| | | | |
| January 27, 2022 | Advisory | Quarterly Power Procurement / Renewable Portfolio Standard | Informational |
| | Committee | Update | |
| | WOODLAND | Quarterly Strategic Plan update | Informational |
| | | | |

Note: CalCCA Annual Meeting 11/29, 11/30 and 12/1 in San Jose (in person and virtual)