



## **AGENDA**

### **Regular Meeting of the Board of Directors of San Diego Community Power (SDCP)**

September 22, 2022  
5:00 p.m.

The meeting will proceed as a teleconference meeting in compliance with waivers to certain provisions of the Brown Act provided for under Government Code section 54953(e)(1)(A), in relation to the COVID-19 State of Emergency and recommended social distancing measures. There will be no location for in-person public attendance. In compliance with the Brown Act, SDCP is providing alternatives to in-person public attendance for viewing and participating in the meeting. Further details are below.

**Note:** Any member of the public may provide comments to the Board of Directors on any agenda item. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board as a whole through the Chair. Comments may be provided in one of the following manners:

1. **Providing Oral Comments During Meeting.** To provide comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. Members of the public will not be shown on video but will be able to speak when called upon. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing \*9. Comments will be limited to three (3) minutes. Please be aware that the Chair has the authority to reduce equally each speaker's time to accommodate a large number of speakers.
2. **Written Comments.** Written public comments must be submitted prior to the start of the meeting by using this ([web form](#)). Please indicate a specific agenda item when submitting your comment. All written comments received prior to the meeting will be provided to the Board members in writing. In the discretion of the Chair, the first ten (10) submitted comments shall be stated into the record of the meeting. Comments read at the meeting will be limited to the first 400 words. Comments received after the start of the meeting will be collected, sent to the Board members in writing, and be part of the public record.

If you have anything that you wish to be distributed to the Board, please provide it via [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org) and it will be distributed to the Members.

The public may participate using the following remote options:

Teleconference Meeting Webinar <https://zoom.us/j/94794075133>

Telephone (Audio Only) (669) 900-6833 or (346) 248-7799 | Webinar ID: 947 9407 5133

**Welcome**

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Special Presentations and Introductions**

**Report from Closed Session (If held)**

**Items to be Added, Withdrawn, or Reordered on the Agenda**

**Public Comments**

*Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board. Members of the public may provide a comment in either manner described above.*

**Consent Calendar**

*All matters are approved by one motion without discussion unless a member of the Board of Directors requests a specific item to be removed from the Consent Calendar for discussion. A member of the public may comment on any item on the Consent Calendar in either manner described above.*

- 1. Approval of Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361**
- 2. Approval of March 24, 2022, April 28, 2022, May 26, 2022 and June 23, 2022 Meeting Minutes**
- 3. Approval of SDCP New Representative and Alternate to the La Mesa Environmental Sustainability Commission**
- 4. Resolution Appointing SDCP Secretary**
- 5. Receive and File Treasurer's Report for Fiscal Year-end Period Ending June 30, 2022**
- 6. Receive and File Treasurer's Report for Period Ending July 31, 2022**
- 7. Receive and File Community Advisory Committee (CAC) Monthly Report**
- 8. Update on Back Office Operations**

**Items Removed from the Consent Calendar**

**Regular Agenda**

*The following items call for discussion or action by the Board of Directors. The Board may discuss and/or take action on any item listed below if the Board is so inclined.*

**9. Update on Regulatory and Legislative Affairs**

Recommendation: Receive and file the update on Regulatory and Legislative Affairs

**10. Update on Marketing and Public Relations – After-Action Report on September Heatwave Event**

Recommendation: Receive and file the update on Marketing and Public Relations on the After-Action Report on the September Heatwave Event.

#### **11. Update on the Community Power Plan**

Recommendation: Receive and file the update on the Community Power Plan

#### **12. Approval of Resolution Providing Signatory Authority to the Chief Financial Officer and Managing Director, Power Services**

Recommendation: Approve resolution providing signatory authority to the Chief Financial Officer and Managing Director, Power Services in the absence of the Chief Executive Officer.

#### **13. Approval and Authorization of CEO to enter into Master Power Purchase Agreement and associated Short Term Sales Confirmation for purchase of renewable energy from PG&E**

Recommendation: Approve and authorize CEO to enter into Master Power Purchase and Sale Agreement and associated Short Term Sales Confirmation for purchase of Renewable Energy from PG&E.

### **Director Initiated Items**

#### **Reports by Chief Executive Officer and General Counsel**

*SDCP Management and General Counsel may briefly provide information to the Board and the public. The Board may engage in discussion if the specific subject matter of the report is identified below, but the Board may not take any action other than to place the matter on a future agenda. Otherwise, there is to be no discussion or action taken unless authorized by law.*

#### **Director Comments**

*Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, request an item to be placed on a future agenda, or report on conferences, events, or activities related to SDCP business. There is to be no discussion or action taken on comments made by Directors unless authorized by law.*

#### **Adjournment**

### ***Compliance with the Americans with Disabilities Act***

SDCP Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact (888) 382-0169 or [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org). Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

### ***Availability of Board Documents***

Copies of the agenda and agenda packet are available at <https://sdcommunitypower.org/resources/meeting-notes/>. Late-arriving documents related to a Board

meeting item which are distributed to a majority of the Members prior to or during the Board meeting are available for public review as required by law. Public records, including agenda-related documents, can be requested electronically at [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org) or by mail to SDCP, PO BOX 12716, San Diego, CA 92112. The documents may also be posted at the above website. Such public records are also available for inspection, by appointment, at San Diego Community Power, 2488 Historic Decatur Road, Suite 250, San Diego, CA 92106. Please contact [info@sdcommunitypower.org](mailto:info@sdcommunitypower.org) to arrange an appointment.



## SAN DIEGO COMMUNITY POWER Staff Report – Item 1

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To: San Diego Community Power Board of Directors

From: Ryan Baron, General Counsel

Subject: Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361

Date: September 22, 2022

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### RECOMMENDATION

Find and determine that the Board has reconsidered the circumstances of the COVID-19 State of Emergency; the State of Emergency remains in effect; state or local officials continue to impose or recommend social distancing measures; and meetings of SDCP legislative bodies may be held remotely in compliance with Government Code section 54953(e) for the next 30 days.

### BACKGROUND

As more fully described in the staff report for the October 28, 2021 meeting related to AB 361, the State of California has adopted AB 361, which allows public agencies to hold fully or partially virtual meetings under certain circumstances without being required to follow certain Brown Act teleconferencing requirements. Under AB 361, a legislative body holding a fully or partially virtual meeting pursuant to AB 361 must make certain findings at least every thirty (30) days to continue holding such meetings.

If the Board desires to continue allowing Directors and members of SDCP committees to participate remotely pursuant to AB 361, the Board must reconsider the COVID-19 State of Emergency, find that the proclaimed State of Emergency remains in effect, and find either: (1) that state or local officials continue to impose or recommend measures to promote social distancing; or (2) that as a result of the COVID-19 emergency, meeting in person would present imminent risks to the health or safety of attendees.

### ANALYSIS AND DISCUSSION

Based on the continued COVID-19 State of Emergency and continued required or recommended social distancing measures, as initially described in the staff report for October 28, 2021 meeting relating to AB 361, the Board may make the findings necessary to continue allowing Board members and members of all SDCP committees to participate remotely pursuant to AB 361.

## **FISCAL IMPACT**

None.

## **ATTACHMENTS**

None.





**SAN DIEGO COMMUNITY POWER (SDCP)  
BOARD OF DIRECTORS**

815 E Street, Suite 12716  
San Diego, CA 92112

**SPECIAL MEETING (4:00 P.M.)  
MINUTES**

March 24, 2022

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This meeting was conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures.

The Board minutes are prepared and ordered to correspond to the Board Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

**WELCOME**

**CALL TO ORDER**

Chair Mosca (Encinitas) called the SDCP Board of Directors meeting to order at 4:02 p.m.

**ROLL CALL**

**PRESENT:** Chair Mosca (Encinitas), Director Dedina (Imperial Beach), Director Sotelo-Solis (National City), Director Lawson-Remer (San Diego County) and Director LaCava (San Diego)

**ABSENT:** Director Baber (La Mesa) Vice Chair Padilla (Chula Vista),

*Also Present: General Counsel Ryan Baron and Nicholas Norvell*

## **PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

There were no public comments.

## **CLOSED SESSION**

### **ACTION ITEM**

- 1. PUBLIC EMPLOYEE APPOINTMENT PURSUANT TO GOVERNMENT CODE SECTION 54957**  
Title: Chief Executive Officer
- 2. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6**  
Agency designated representative(s): Cindy Krebs, Alliance Resource Consulting  
Unrepresented employee: Chief Executive Officer
- 3. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957**  
Title: Interim Chief Executive Officer

## **REPORT FROM CLOSED SESSION**

General Counsel Nicholas Norvell reported the Board met in closed session on Items 1-3 listed on the closed session agenda. Regarding Item 1, upon a motion by Chair Mosca, seconded by Director Sotelo-Solis, the Board voted unanimously, with Directors Baber and Padilla absent, to appoint Karin Burns as Chief Executive Officer of San Diego Community Power, subject to approval and execution of an employment agreement with Ms. Burns. An Employment Agreement with Ms. Burns will be considered during Item 12 of the regular Board meeting this evening. A copy of the full proposed Employment Agreement has now been posted to SDCP's website with the agenda materials for tonight's meeting and listed as an Update to Item 12.

## **ADJOURNMENT**

Chair Mosca (Encinitas) adjourned the meeting at 4:51 p.m.

Kimberly Isley  
Assistant Board Clerk



**SAN DIEGO COMMUNITY POWER (SDCP)  
BOARD OF DIRECTORS**

2488 Historic Decatur Road, Suite 250  
San Diego, CA 92106

**MINUTES**  
March 24, 2022

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The Agenda Items were considered in the order presented.

**WELCOME**

**CALL TO ORDER**

Chair Mosca (Encinitas) called the SDCP Board of Directors meeting to order at 5:04 p.m.

**PLEDGE OF ALLEGIANCE**

Chair Mosca (Encinitas) led the Pledge of Allegiance.

**ROLL CALL**

PRESENT: Chair Mosca (Encinitas), Alternate Director McCann (Chula Vista), Director Sotelo-Solis (National City), Alternate Director Humora (La Mesa), Director LaCava (San Diego), Director Lawson-Remer (San Diego County) and Director Dedina (Imperial Beach)

ABSENT: None

*Also Present: General Counsel Norvell, Chief Operating Officer ("COO") Hooven, Interim CEO Carnahan*

**REPORT FROM CLOSED SESSION**

General Counsel Nicholas Norvell reported the Board met in closed session on Items 1-3 listed on the closed session agenda. Regarding Item 1, upon a motion by Chair Mosca, seconded by Director Sotelo-Solis, the Board voted unanimously, with Directors Baber and Padilla absent, to appoint Karin Burns as

Chief Executive Officer of San Diego Community Power, subject to approval and execution of an employment agreement with Ms. Burns. An Employment Agreement with Ms. Burns will be considered during Item 12 of the regular Board meeting this evening. A copy of the full proposed Employment Agreement has now been posted to SDCP's website with the agenda materials for tonight's meeting and listed as an Update to Item 12.

### **ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA**

There were no items to be added, withdrawn, or reordered.

### **PUBLIC COMMENTS**

Anonymous comment encouraging SDCP to have a booth at the Balboa Park Earth Day Event.

### **CONSENT CALENDAR**

#### **1. Approval of Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361**

Approved.

#### **2. Approval of December 16, 2021 Meeting Minutes**

Approved.

#### **3. Receive and File Treasurer's Report for Period Ending 1/31/22**

Received and filed.

#### **4. Update on Back Office Metrics**

Received and filed.

#### **5. Update on Regulatory and Legislative Affairs**

Received and filed.

#### **6. Approval of Second Amendment to Neyenesch Printing Contract**

Approved.

#### **7. Adoption of Resolution Approving a Records Retention Policy and Schedule**

Approved.

#### **8. Approval of Information Technology and Security Policy**

Approved.

#### **9. Approval of Advanced Metering Infrastructure (AMI) Data Security and Privacy Policy**

Approved.

## **10. Update on Supplier Diversity and 2021 Report**

Received and filed.

## **11. Approval of Legislative Policy Platform**

Approved.

**ACTION:** Motioned by Director Sotelo-Solis (National City) and seconded by Director Dedina (Imperial Beach) to approve Consent Calendar Items 1 through 11. The motion carried by the following vote:

**Vote:** 6-0

Yes: Chair Mosca (Encinitas), Director Sotelo-Solis (National City), Alternate Director Humora (La Mesa), Director LaCava (San Diego), Director Lawson-Remer (San Diego County) and Director Dedina (Imperial Beach)

No: None

Abstained: None

Absent: Chula Vista

## **REGULAR AGENDA**

### **12. Appointment of Chief Executive Officer and Approval of Employment Agreement**

Board questions and comments ensued.

**ACTION:** Motion to Adopt Resolution 2022-05 appointing Karin Burns Chief Executive Officer and approving execution of an Employment Agreement in substantially the form presented at the meeting, with non-substantive revisions approved by the Chair and reviewed and approved as to form by General Counsel by Director LaCava (San Diego) and seconded by Director Sotelo-Solis (National City). The motion carried by the following vote:

**Vote:** 7-0

Yes: Chair Mosca (Encinitas), Director Sotelo-Solis (National City), Alternate Director Humora (La Mesa), Alternate Director McCann (Chula Vista), Director LaCava (San Diego), Director Lawson-Remer (San Diego County) and Director Dedina (Imperial Beach)

No: None

Abstained: None

Absent: None

### **13. Second Amendment to Temporarily Extend Interim CEO Employment Agreement**

Board questions and comments ensued.

**ACTION:** Motion to approve the Second Amendment to the Interim CEO Employment Agreement with Bill Carnahan to temporarily extend the term until the new CEO's employment date or April 30, 2022, whichever is earlier by Director Sotelo-Solis (National City) and seconded by Chair Mosca (Encinitas). The motion carried by the following vote:

Vote: 7-0

Yes: Chair Mosca (Encinitas), Director Sotelo-Solis (National City), Alternate Director Humora (La Mesa), Alternate Director McCann (Chula Vista), Director LaCava (San Diego), Director Lawson-Remer (San Diego County) and Director Dedina (Imperial Beach)

No: None

Abstained: None

Absent: None

#### **14. Discussion on Location and Format of Upcoming Meetings**

General Counsel Norvell provided an update on the Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures. Norvell presented three meeting options that comply with government guidelines; in-person, hybrid and virtual.

Following Board questions and comments, no action was taken.

#### **15. Approval of Energy Proposal Evaluation Criteria**

Managing Director, Power Services Vosburg gave a presentation on the Energy Proposal Evaluation Criteria.

Jason Anderson of CleanTech San Diego wrote in support of the Energy Proposal Evaluation Criteria.

CAC Chair Eddie Price spoke in support of CAC being involved in the process.

Christina Marquez of IBEW 569 requested the Sustainable Workforce Policy be amended to include required use of approved local and state apprentice programs.

Board questions and comments ensued.

**ACTION:** Motion to approve the staff's recommendation as an update to the interim energy proposal evaluation criteria with one amendment to add the phrase "and can demonstrate skilled and trained workforce" to the end of the high criteria in Section 5 Workforce Development and suggests staff come back with a plan to evolve this document and involve CAC and others into the conversation and develop criteria that matches up with who we are as an organization and our strategic plan made by Director LaCava (San Diego) and seconded by Director Sotelo-Solis (National City). The motion carried by the following vote:

Vote: 5-0

Yes: Chair Mosca (Encinitas), Director Sotelo-Solis (National City), Director Baber (La Mesa), Director LaCava (San Diego), and Director Dedina (Imperial Beach)

No: None

Abstained: None

Absent: San Diego County, Chula Vista

## **16. Update on Community Power Plan**

Director of Programs, Santulli and Program Manager Lomeli provided a presentation on updates on the Community Power Plan.

Following Board questions and comments, no action was taken.

## **17. Update on Residential Enrollment Marketing**

External Affairs Director, De la Fuente, provided a presentation on updates on Residential Enrollment Marketing

Following Board questions and comments, no action was taken.

## **18. Approval of Agreement with River City Bank for the Renewal and Increase of the Credit Facility**

Chief Financial Officer Washington gave a presentation on the agreement with River City Bank for the renewal and increase of the credit facility.

Board questions and comments ensued.

ACTION: Motion to approve the agreement with River City Bank for the Renewal and Increase of the Credit Facility made by Director Sotelo-Solis (National City) and seconded by Chair Mosca (Encinitas). The motion carried by the following vote:

Vote: 4-0

Yes: Chair Mosca (Encinitas), Director Sotelo-Solis (National City), Director Baber (La Mesa) and Director LaCava (San Diego)

No: None

Abstained: None

Absent: San Diego County, Chula Vista, Imperial Beach

## **REPORTS BY MANAGEMENT AND GENERAL COUNSEL**

There were no comments.

## **DIRECTOR COMMENTS**

There were no comments.

## **ADJOURNMENT**

Chair Mosca (Encinitas) adjourned the meeting at 7:45 PM.

Kimberly Isley  
Assistant Board Clerk



**SAN DIEGO COMMUNITY POWER (SDCP)  
BOARD OF DIRECTORS**

815 E Street, Suite 12716  
San Diego, CA 92112

**MINUTES**

April 28, 2022

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This meeting was conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures.

The Board minutes are prepared and ordered to correspond to the Board Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

**WELCOME**

**CALL TO ORDER**

Chair Mosca (Encinitas) called the SDCP Board of Directors meeting to order at 5:07 p.m.

**PLEDGE OF ALLEGIANCE**

Chair Mosca (Encinitas) led the Pledge of Allegiance.

Chair Mosca (Encinitas) thanked Interim CEO Carnahan for his time and efforts with SDCP, and introduced the new SDCP members.

**ROLL CALL**

**PRESENT:** Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Dedina (Imperial Beach), Alternate Director Humora (La Mesa), Director Sotelo-Solis (National City), Director Lawson-Remer (San Diego County), and Director LaCava (San Diego)

**ABSENT:** None

*Also Present:* Chief Executive Officer ("CEO") Burns, Chief Operating Officer ("COO") Hooven, General Counsel Baron, Interim Board Clerk Wiegelman

## **ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA**

There were no items to be added, withdrawn, or reordered.

## **PUBLIC COMMENTS**

John Smith submitted a comment regarding SDCP's vision with respect to setting rates.

Curtis M. Dowds spoke regarding time of use pricing for energy.

Dave Peterson spoke regarding recommended changes and additions to the "Example Evaluation Summary" Chart presented to the Community Advisory Committee at their February 11, 2022 meeting.

## **CONSENT CALENDAR**

(Items 1 through 7)

Maya Steinberg submitted a comment in opposition to Item 3 and encouraged the Board to consider hiring in-house legal counsel or including a do not exceed clause with a set dollar amount in the agreement with Best Best & Krieger.

Karina Gonzalez submitted a comment in opposition to Item 3 and encouraged the Board to consider hiring in-house legal counsel or including a do not exceed clause with a set dollar amount in the agreement with Best Best & Krieger.

Tara Hammond submitted a comment in opposition to Item 3 and encouraged the Board to consider hiring in-house legal counsel or including a do not exceed clause with a set dollar amount in the agreement with Best Best & Krieger.

Joyce Lane submitted a comment in opposition to Item 3 and encouraged the Board to consider hiring in-house legal counsel or including a do not exceed clause with a set dollar amount in the agreement with Best Best & Krieger.

Director Lawson-Remer (San Diego County) inquired about whether the amendment to the Engagement Letter with Best Best & Krieger prevents SDCP from hiring in-house legal counsel in the future.

CEO Burns stated the amendment to the Engagement Letter with Best Best & Krieger would not prevent SDCP from hiring in-house legal counsel in the future.

Board questions and comments ensued.

### **1. Approval of Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361**

Approved.

### **2. Receive and File Treasurer's Report for Period Ending 2/28/22**

Received and filed.

### **3. Approval of Amendment to Engagement Letter with Best Best & Krieger**

Approved.

### **4. Approval of Joint Representation Agreement with Keyes & Fox LLP for Legal and Regulatory Services.**

Approved.

### **5. Approval of Amendment to Professional Services Agreement with NewGen Strategies and Solutions, LLC for Regulatory Support and Rate-related Analysis**

Approved.

### **6. Approval of Debt Collection Professional Services Agreement with Financial Credit Network**

Approved.

### **7. Approval of Sublease Agreement with Nuvve Holding Corporation for Temporary Office Space**

Approved.

ACTION: Motioned by Director Sotelo-Solis (National City) and seconded by Director Dedina (Imperial Beach) to approve Consent Calendar Items 1 through 7. The motion carried by the following vote:

Vote: 7-0

Yes: Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Dedina (Imperial Beach), Alternate Director Humora (La Mesa), Director Sotelo-Solis (National City), Director Lawson-Remer (San Diego County) and Director LaCava (San Diego)

No: None

Abstained: None

Absent: None

## **REGULAR AGENDA**

### **8. Quarterly Update on Community Advisory Committee**

Matthew Vasilakis, Community Advisory Committee (“CAC”) Member, provided an update on the CAC’s efforts.

Following Board questions and comments, no action was taken.

### **9. Update on Back Office Metrics/Dashboard**

Data Analytics and Account Services Director Utouh provided an update on Phase 3 enrollment, reasons for customers opting out, participation rates, and overall data trends.

Board questions and comments ensued.

Curtis M. Dowds spoke regarding collecting data on why customers are opting in to SDCP.

Following Board questions and comments, no action was taken.

#### **10. Update on Regulatory and Legislative Affairs**

Regulatory and Legislative Affairs Director Fernandez provided an update on the Integrated Resource Planning – Modified Cost Allocation Mechanism (“MCAM”), the Resource Adequacy rulemaking, the Provider of Last Resort rulemaking, and Assembly Bill 2838.

Curtis M. Dowds spoke regarding the social cost of carbon.

Following Board questions and comments, no action was taken.

#### **11. Update on Marketing and Public Relations**

Director of External Affairs de la Fuente provided an update on the Phase 3 Marketing and Public Relations Campaign for residential enrollment.

Following Board questions and comments, no action was taken.

#### **12. Approval of Second Amendment to Civilian Contract for Marketing and Communications Services**

Director of External Affairs de la Fuente provided background on the contract with Civilian and gave an overview of the second amendment to the Civilian contract for marketing and communications services. Director of External Affairs de la Fuente reviewed Civilian’s role in SDCP’s branding and presence.

Board questions and comments ensued.

**ACTION:** Motioned by Director Sotelo-Solis (National City) and seconded by Director LaCava (San Diego) to approve the second amendment to the contract with Civilian for marketing and communications services. The motion carried by the following vote:

**Vote:** 7-0

**Yes:** Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Dedina (Imperial Beach), Alternate Director Humora (La Mesa), Director Sotelo-Solis (National City), Director Lawson-Remer (San Diego County) and Director LaCava (San Diego)

**No:** None

**Abstained:** None

**Absent:** None

#### **13. Approval of a Market Salary Increase for Employees and Next Steps for a Comprehensive Salary Structure – presented by General Counsel – 5 minutes**

CEO Burns provided background on SDCP’s employee and salary structure and explained the reasons for requesting a market salary increase for employees. CEO Burns said a human resources firm was needed to support various efforts including the development of a comprehensive salary structure.

Chief Financial Officer (“CFO”)/Treasurer Washington explained the fiscal impact the market salary increase would have on SDCP’s budget.

General Counsel Baron said consistent with the recommended action in the staff report, it was proposed that all agency employees, including executive management but not the Chief Executive Officer, receive a 4.5% salary increase retroactive to January 1, 2022, or the first day of the month on which the employee was hired; no other salary or benefits compensation was being proposed.

Board questions and comments ensued.

Curtis M. Dowds spoke on the ability of customers to pay their bills in full and on time.

Richard spoke on the ability of customers to pay their bills in full and on time.

**ACTION:** Motioned by Director Dedina (Imperial Beach) and seconded by Alternate Director Humora (La Mesa) to: (1) approve a salary increase of 4.5% for all current SDCP employees other than the Chief Executive Officer, retroactive to January 1, 2022, or the first day of the month the employee was hired, whichever was more recent; and (2) direct the Chief Executive Officer to proceed with next steps to retain a human resources firm to support various efforts including development of a comprehensive salary structure. The motion carried by the following vote:

**Vote:** 7-0

**Yes:** Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Dedina (Imperial Beach), Alternate Director Humora (La Mesa), Director Sotelo-Solis (National City), Director Lawson-Remer (San Diego County) and Director LaCava (San Diego)

**No:** None

**Abstained:** None

**Absent:** None

## **REPORTS BY MANAGEMENT AND GENERAL COUNSEL**

CEO Burns reintroduced herself and expressed her excitement and gratitude for being given the opportunity to be a part of SDCP. CEO Burns provided an overview of her priorities for the next 90 days.

## **DIRECTOR COMMENTS**

The Board of Directors thanked Bill Carnahan for his commitment, dedication, and hard work as interim CEO of SDCP.

## **ADJOURNMENT**

Chair Mosca (Encinitas) adjourned the meeting at 6:53 p.m.

Megan Wiegelman, CMC  
Interim Board Clerk



**SAN DIEGO COMMUNITY POWER (SDCP)  
BOARD OF DIRECTORS**

815 E Street, Suite 12716  
San Diego, CA 92112

**SPECIAL MEETING (5:30 P.M.)  
MINUTES**

April 28, 2022

---

This meeting was conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures.

The Board minutes are prepared and ordered to correspond to the Board Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

**WELCOME**

**CALL TO ORDER**

Chair Mosca (Encinitas) called the SDCP Board of Directors meeting to order at 6:53 p.m.

**ROLL CALL**

**PRESENT:** Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Dedina (Imperial Beach), Alternate Director Humora (La Mesa), Director Sotelo-Solis (National City), and Director Lawson-Remer (San Diego County)

**ABSENT:** San Diego

*Also Present: Chief Executive Officer ("CEO") Burns, Chief Operating Officer ("COO") Hooven, General Counsel Baron, Interim Board Clerk Wiegelman*

## **SPECIAL MEETING AGENDA**

### **1. Board and Employee Child Care During Attendance at Certain Meetings or Events on Behalf of SDCP**

Assistant General Counsel Norvell summarized the proposed amendment to the Board Compensation and Reimbursement Policy and explained the purpose for the proposed amendment.

The amendment to the Board Compensation and Reimbursement Policy was as follows:

- Authorize the Directors to receive reimbursement for reasonable child care expenses for attending a Board of Directors meeting other than regularly scheduled Board of Directors meetings; because the need to attend special meetings can sometimes arise at the last minute, the reimbursement for those special meetings would not be required to be pre-authorized by the Board of Directors. The reimbursement rate for childcare expenses would be limited to \$20 per hour for the length of the meeting. The Director would be required to submit a claim form and supporting documentation regarding the expenditure.

Board questions and comments ensued.

**ACTION:** Motioned by Director Lawson-Remer (San Diego County) and seconded by Vice Chair Padilla (Chula Vista) to: (1) adopt Resolution No. 2022-06 amending the Board Compensation and Reimbursement Policy to provide reimbursement for reasonable child care expenses during attendance at certain meetings of the Board of Directors and to authorize the Chief Executive Officer to establish a program to provide employee child care and/or reimbursement of reasonable child care expenses for attendance at meetings or events outside of business hours; and (2) direct the Human Resources personnel, once hired, to conduct a comprehensive review of all San Diego Community Power's policies including the child care policy. The motion carried by the following vote: Lawson-Remer/Padilla

**Vote:** 6-0

Yes: Chair Mosca (Encinitas), Vice Chair Padilla (Chula Vista), Director Dedina (Imperial Beach), Alternate Director Humora (La Mesa), Director Sotelo-Solis (National City), and Director Lawson-Remer (San Diego County)

No: None

Abstained: None

Absent: San Diego

## **ADJOURNMENT**

Chair Mosca (Encinitas) adjourned the meeting at 7:30 p.m.

Megan Wiegelman, CMC  
Interim Board Clerk



**SAN DIEGO COMMUNITY POWER (SDCP)  
BOARD OF DIRECTORS**

2488 Historic Decatur Road, Suite 250  
San Diego, CA 92106

**MINUTES**  
May 26, 2022

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This meeting was conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures.

The Board minutes are prepared and ordered to correspond to the Board Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

**WELCOME**

**CALL TO ORDER**

Chair Mosca (Encinitas) called the SDCP Board of Directors meeting to order at 5:03 p.m.

**PLEDGE OF ALLEGIANCE**

Chair Mosca (Encinitas) led the Pledge of Allegiance.

**ROLL CALL**

PRESENT: Chair Mosca (Encinitas), Director Dedina (Imperial Beach), Director Baber (La Mesa), Director Sotelo-Solis (National City), Director LaCava (San Diego) (arrived at 5:08 p.m.), and Director Lawson-Remer (San Diego County) (arrived at 5:08 p.m.)

ABSENT: Chula Vista

*Also Present: Chief Executive Officer ("CEO") Burns, Chief Operating Officer ("COO") Hooven, General Counsel Baron, Interim Board Clerk Wiegelman*

**ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA**

There were no items to be added, withdrawn, or reordered.

## **PUBLIC COMMENTS**

There were no public comments.

## **CONSENT CALENDAR**

(Items 1 through 6)

### **1. Approval of Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361**

Approved.

### **2. Approval of January 20, 2022 Meeting Minutes for Regular and Closed Session**

Approved.

### **3. Receive and File Treasurer's Report for Period Ending 3/31/22**

Received and filed.

### **4. Update on Back Office Metrics/Dashboard**

Received and filed.

### **5. Update on Marketing and Public Relations**

Received and filed.

### **6. Approval of San Diego Community Power Ticket and Pass Distribution Policy**

Approved.

**ACTION:** Motioned by Director Sotelo-Solis (National City) and seconded by Director Baber (La Mesa) to approve Consent Calendar Items 1 through 6. The motion carried by the following vote:

**Vote:** 4-0

Yes: Chair Mosca (Encinitas), Director Dedina (Imperial Beach), Director Baber (La Mesa), Director Sotelo-Solis (National City)

No: None

Abstained: None

Absent: Chula Vista, San Diego, and San Diego County

Director LaCava (San Diego) joined the meeting at 5:08 p.m.

Director Lawson-Remer (San Diego County) joined the meeting at 5:08 p.m.

## **REGULAR AGENDA**

### **7. Presentation of the FY 2023 Operating Budget**

Chief Financial Officer (“CFO”)/Treasurer Washington provided a PowerPoint presentation on the budget development for Fiscal Year 2022-2023, highlighting the timeline, key revenue assumptions, cost of energy, budget categories, comparison to other Community Choice Aggregations, and the budget focuses which included community programs, Phase 4 enrollment, community events, sponsorships, advertising, and high cost of energy. CFO/Treasurer Washington reviewed the proposed budget for Fiscal Year 2022-2023.

Following Board questions and comments, no action was taken.

### **8. Discussion on 2022 Legislative Platform and AB 2838; Update on Legislative and Regulatory Items**

Regulatory and Legislative Affairs Director Fernandez reviewed SDCP’s 2022 Legislative Platform, highlighting the three major priorities: (1) accelerating deep decarbonization, including electrification of buildings and the transportation sector; (2) promoting local development; and (3) stabilizing community choice.

Board questions and comments ensued.

Curtis Dowds spoke regarding past legislative efforts to dissolve the California Public Utilities Commission and make the grid a property of the State.

Regulatory and Legislative Affairs Director Fernandez summarized Assembly Bill 2838 and provided an overview of the Voluntary Allocation and Market Offer (“VAMO”).

Following Board questions and comments, no action was taken.

### **9. Update on Power Resources**

Power Services Managing Director Vosburg provided further information on VAMO and an update on the 2021 Power Source Disclosure and Clean Firm Request for Offers.

Curtis Dowds spoke regarding the storage of energy.

Following Board questions and comments, no action was taken.

### **10. Update on Customer Energy Programs**

Director of Programs Santulli provided an update on existing customer energy programs, programs under development, and the Community Power Plan. Director of Programs Santulli reviewed the potential funding opportunities for the customer energy programs.

Director Baber (La Mesa) left the meeting at 6:00 p.m.

Curtis Dowds spoke regarding the Feed-In Tariff program.

Following Board questions and comments, no action was taken.

## **REPORTS BY MANAGEMENT AND GENERAL COUNSEL**

CEO Burns provided an update on the May 14, 2022, Strategic Planning Session and the hiring of a human resources consulting firm.

## **DIRECTOR COMMENTS**

The Board of Directors thanked CEO Burns and the SDCP staff for their efforts with the strategic planning sessions.

## **ADJOURNMENT**

Chair Mosca (Encinitas) adjourned the meeting at 6:34 p.m.

Megan Wiegelman, CMC  
Interim Board Clerk



**SAN DIEGO COMMUNITY POWER (SDCP)  
BOARD OF DIRECTORS**

2488 Historic Decatur Road, Suite 250  
San Diego, CA 92106

**MINUTES**  
June 23, 2022

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This meeting was conducted utilizing teleconferencing and electronic means consistent with Government Code Section 54953, as amended by Assembly Bill 361, in relation to the COVID-19 State of Emergency and recommended social distancing measures.

The Board minutes are prepared and ordered to correspond to the Board Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

**WELCOME**

**CALL TO ORDER**

Chair Mosca (Encinitas) called the SDCP Board of Directors meeting to order at 5:04 p.m.

**PLEDGE OF ALLEGIANCE**

Chair Mosca (Encinitas) led the Pledge of Allegiance.

**ROLL CALL**

PRESENT: Chair Mosca (Encinitas), Alternate Director McCann (Chula Vista), Director Baber (La Mesa), Alternate Director Bush (National City) (arrived at 5:29 p.m.), Director LaCava (San Diego), and Director Lawson-Remer (San Diego County) (arrived at 5:19 p.m.)

ABSENT: Imperial Beach

*Also Present: Chief Executive Officer ("CEO") Burns, General Counsel Baron, Interim Board Clerk Wiegelman*

**ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA**

There were no items to be added, withdrawn, or reordered.

## **PUBLIC COMMENTS**

Joyce Lane spoke regarding Cody Hooven's departure from SDCP.

John Knox spoke regarding true-up billing for customers who generate renewable energy.

Dave Peterson spoke regarding a hypothetical hybrid 90/360 solar array topology comparison.

## **CONSENT CALENDAR**

### **1. Approval of Findings to Continue Holding Remote/Teleconference Meetings Pursuant to Assembly Bill 361**

Approved.

### **2. Receive and File Treasurer's Report for Period Ending 4/30/22**

Received and filed.

### **3. Approval of Amendment to Professional Services Agreement with Maher Accountancy for up to \$223,000 for services in FY2023**

Approved.

### **4. Approval of Amendment to Professional Services Agreement with Tosdal APC for up to \$314,000 for Legal and Regulatory Services in FY2023.**

Approved.

### **5. Approval of Amendment to Professional Services Agreement with Keys & Fox, LLP for up to \$250,000 for Legal Services in FY2023.**

Approved.

### **6. Update on Regulatory and Legislative Affairs**

Received and filed.

### **7. Update on Back Office Metrics/Dashboard**

Received and filed.

### **8. Approval of Community Advisory Committee (CAC) Reappointment of Members for Terms Ending in 2022.**

Approved.

**ACTION:** Motioned by Alternate Director McCann (Chula Vista) and seconded by Director LaCava (San Diego) to approve Consent Calendar Items 1 through 8. The motion carried by the following vote:

**Vote:** 4-0

Yes: Chair Mosca (Encinitas), Alternate Director McCann (Chula Vista), Director Baber (La Mesa),  
Director LaCava (San Diego)

No: None

Abstained: None

Absent: Imperial Beach, National City, San Diego County

## **REGULAR AGENDA**

### **9. Consideration of SDCP Mission, Vision, Core Values and Goals for 2023-2027**

CEO Burns provided an overview of the activities that led to the creation of draft mission, vision, core values and key organizational focus areas and summarized the proposed SDCP Mission, Vision, Core Values and Goals for 2023-2027.

Director Lawson Remer (San Diego County) joined the meeting at 5:19 p.m.

Alternate Director Bush (National City) joined the meeting at 5:29 p.m.

Board questions and comments ensued.

Eddie Price, Community Advisory Committee (“CAC”) Chair, requested the term ‘underserved communities’ be removed from item 3b of Key Focus Areas and Goals.

Board questions and comments continued.

**ACTION:** Motioned by Director LaCava (San Diego) and seconded by Director Lawson-Remer (San Diego County) to approve the SDCP Mission, Vision, Core Values and Goals for 2023-2027 as identified at the June 11, 2022 Board Workshop and Strategic Planning Session, as amended, to define ‘local’ as San Diego, Riverside and Imperial counties, and remove ‘underserved communities’ from item 3b of Key Focus Areas and Goals. The motion carried by the following vote:

**Vote:** 6-0

Yes: Chair Mosca (Encinitas), Alternate Director McCann (Chula Vista), Director Baber (La Mesa),  
Alternate Director Bush (National City), Director LaCava (San Diego), and Director Lawson-  
Remer (San Diego County)

No: None

Abstained: None

Absent: Imperial Beach

### **10. Approval of FY 2023 Operating Budget**

Chief Financial Officer (“CFO”)/Treasurer Washington provided an overview of the proposed Fiscal Year 2023 Operating Budget, highlighting the development process, timeline, comparison to other Community Choice Aggregations, future staffing numbers, estimated revenues and expenditures, and the 2023

budget focuses which included community programs, Phase 4 enrollment, community events, sponsorships, advertising, and high cost of energy. CFO/Treasurer Washington reviewed the changes made to the budget since the May 26, 2022, Board of Directors meeting.

Board questions and comments ensued.

**ACTION:** Motioned by Director LaCava (San Diego) and seconded by Director Lawson-Remer (San Diego County) to approve the FY 2023 Operating Budget. The motion carried by the following vote:

**Vote:** 6-0

Yes: Chair Mosca (Encinitas), Alternate Director McCann (Chula Vista), Director Baber (La Mesa), Alternate Director Bush (National City), Director LaCava (San Diego), and Director Lawson-Remer (San Diego County)  
No: None  
Abstained: None  
Absent: Imperial Beach

#### **11. Approval of SDG&E Modified Cost Allocation Mechanism (MCAM) Resource Adequacy Transaction**

Power Services Managing Director Vosburg provided an overview of the Edison Electric Institute (“EEI”) Transaction Confirmation for Resource Adequacy Capacity Product between SDCP and San Diego Gas & Electric (“SDG&E”) for MCAM Resources, highlighting Decisions 19-11-016 and 22-05-015 of the California Public Utilities Commission (“CPUC”), and the proposed transaction’s contract start date, term, price and resources.

Board questions and comments ensued.

**ACTION:** Motioned by Alternate Director McCann (Chula Vista) and seconded by Director Baber (La Mesa) to approve the EEI Transaction Confirmation for Resource Adequacy Capacity Product between SDCP and SDG&E for MCAM Resources and authorize the CEO to execute the agreement in substantially similar form. The motion carried by the following vote:

**Vote:** 6-0

Yes: Chair Mosca (Encinitas), Alternate Director McCann (Chula Vista), Director Baber (La Mesa), Alternate Director Bush (National City), Director LaCava (San Diego), and Director Lawson-Remer (San Diego County)  
No: None  
Abstained: None  
Absent: Imperial Beach

#### **REPORTS BY MANAGEMENT AND GENERAL COUNSEL**

CEO Burns reported on the San Diego Equality Awards, the retainment of a recruitment firm and a human resources consulting firm, the development of SMART Goals, and upcoming opportunities for the Directors to share their goals and priorities for the Community Power Plan.

### **DIRECTOR COMMENTS**

There were no comments.

### **ADJOURNMENT**

Chair Mosca (Encinitas) adjourned the meeting at 6:22 p.m.

Megan Wiegelman, CMC  
Interim Board Clerk



## SAN DIEGO COMMUNITY POWER Staff Report – Item 3

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To: San Diego Community Power Board of Directors

From: Karin Burns, Chief Executive Officer

Subject: Approval of New SDCP Representative and Alternate to the City of La Mesa Environmental Sustainability Commission

Date: September 22, 2022

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### RECOMMENDATION

Approve change in appointment of SDCP Representative and Alternate to the City of La Mesa Environmental Sustainability Commission.

### BACKGROUND

The City of La Mesa's Environmental Sustainability Commission serves as an advisory body to their City Council on how actions and policies of the city may preserve and enhance the quality of La Mesa's environment. The Commission also serves to address the effects of climate change and assist in the identification of measures that will improve environmental sustainability in La Mesa and the region.

The Commission is made up of seven members as residents of the City of La Mesa with voting privileges and six members as advisory in nature from the business community without voting privileges. The six non-voting members are made up of representatives from the City of La Mesa's water utility, franchise waste and recycling hauler, electricity and gas utilities, and high school and elementary/middle school district.

Early in 2021, La Mesa staff requested that SDCP staff participate as a non-voting member of the Commission after it amended Chapter 2.85.010 of the La Mesa Municipal Code to add SDCP as a non-voting representative of the Environmental Sustainability Commission, pending an appointment from the Board of Directors of San Diego Community Power.

Doing so required a vote of the SDCP Board of Directors, so at the [April 22, 2021, regular meeting](#), the Board approved the appointments of Sebastian Sarria and Nelson Lomeli as primary and alternate representatives, respectively.

### ANALYSIS AND DISCUSSION

Since April 2021, the External Affairs Department of SDCP has grown to include more staff focused on outreach and public engagement. Given this new capacity, staff recommends a change in appointment from Sebastian Sarria, Policy Manager, to Jen

Lebron, Director of Public Affairs, as the primary representative and from Nelson Lomeli, Program Manager, to Victoria Abrenica, Public Outreach Associate, as the alternate.

**FISCAL IMPACT**

N/A

**ATTACHMENTS**

Attachment A: Draft Appointment Letter from SDCP



September 22, 2022

City of La Mesa  
Mayor and City Council  
8130 Allison Avenue  
La Mesa, CA 91942

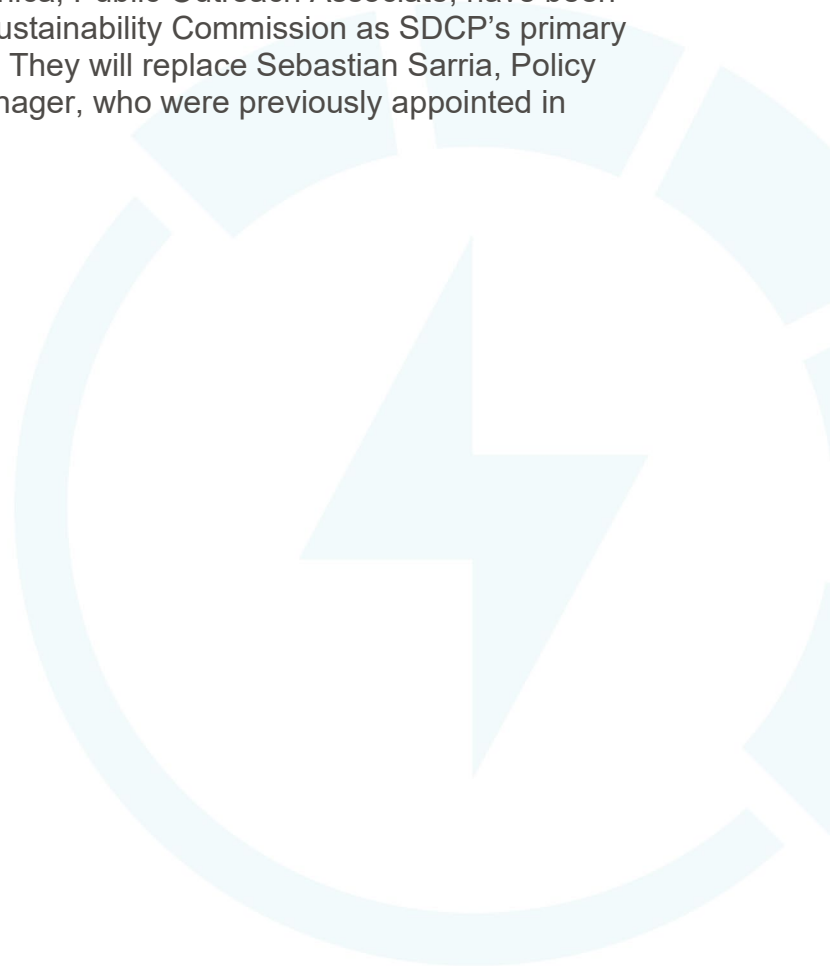
**RE: SDCP Representative and Alternate to the Environmental Sustainability Commission**

Dear Mayor and City Council,

On behalf of the San Diego Community Power (SDCP) Board of Directors, Jen Lebron, Director of Public Affairs, and Victoria Abrenica, Public Outreach Associate, have been appointed to the La Mesa Environmental Sustainability Commission as SDCP's primary and alternate representatives, respectively. They will replace Sebastian Sarria, Policy Manager, and Nelson Lomeli, Program Manager, who were previously appointed in April of 2021.

Sincerely,

Karin Burns  
Chief Executive Officer





## SAN DIEGO COMMUNITY POWER Staff Report – Item 4

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To: San Diego Community Power Board of Directors  
From: Karin Burns, Chief Executive Officer  
Subject: Resolution Appointing SDCP Secretary  
Date: September 22, 2022

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### RECOMMENDATION

Adopt Resolution No. 2022-13 appointing Kimberly Isley to serve as SDCP Secretary.

### BACKGROUND

In accordance with the SDCP Joint Powers Agreement, Section 5.3, the Board shall appoint a qualified person who is not on the Board to serve as Secretary. The Secretary is responsible for keeping minutes of all meetings of the Board and all other office records of SDCP, as well as other duties pursuant to applicable law.

### ANALYSIS AND DISCUSSION

In November 2019, the Board of Directors appointed Megan Wiegelman, City Clerk of the City of La Mesa, to serve as interim Board Secretary until a permanent Secretary could be identified and appointed. Ms. Wiegelman's time and expenses were reimbursed to the City of La Mesa by a reimbursement agreement between SDCP and La Mesa.

Ms. Isley has been employed by SDCP as Executive Assistant since December 7, 2020, and has trained with Ms. Wiegelman and performed many of the duties associated with the Secretary position as Deputy Secretary during this period.

### COMMITTEE REVIEW

N/A

### FISCAL IMPACT

N/A

### ATTACHMENTS

Resolution No. 2022-13, appointing Kimberly Isley to serve as SDCP Secretary.



**RESOLUTION NO. 2022-13**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
SAN DIEGO COMMUNITY POWER APPOINTING THE SECRETARY**

A. The Board of Directors of San Diego Community Power (“SDCP”) desires to appoint a new Secretary who will perform the various administrative and other tasks necessary to conduct the Board’s and SDCP’s affairs pursuant to SDCP’s Joint Powers Agreement and applicable law.

B. Pursuant to Section 5.3 of the SDCP Joint Exercise of Powers Agreement, the Board shall appoint a qualified person who is not on the Board to serve as Secretary.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of San Diego Community Power as follows:

Section 1.      Appointment. Pursuant to Section 5.3 of the SDCP Joint Exercise of Powers Agreement, the Board hereby appoints Kimberly Isley to serve as Secretary. Ms. Isley will serve as Secretary until the earlier of: (a) the end of her employment by SDCP, (b) her resignation as Secretary, or (c) until removed or replaced as Secretary by the Board.

Section 2.      Effective Date. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of San Diego Community Power held on September 22, 2022.

ATTEST:

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Chair, Board of Directors  
San Diego Community Power

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Secretary, Board of Directors  
San Diego Community Power



## SAN DIEGO COMMUNITY POWER Staff Report – Item 5

To: San Diego Community Power Board of Directors

From: Eric W. Washington, Chief Financial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Treasurer's Report –Presentation of Preliminary Financial Results for Fiscal Year 2023 Period ended 6/30/22

Date: September 22, 2022

### RECOMMENDATION

Receive and File Report

### BACKGROUND

San Diego Community Power (SDCP) maintains its accounting records on a full accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) as applicable to governmental enterprise funds.

SDCP has prepared its preliminary year-to-date financial statements for the period ended June 30, 2022, along with budgetary comparisons.

### ANALYSIS AND DISCUSSION

Preliminary financial results for the period ended 6/30/22: \$383.41 million in net operating revenues were reported compared to \$378.05 million budgeted for the period. \$327.24 million in total expenses were reported (including \$317.25 million in energy costs) compared to \$342.18 million budgeted for the period (including \$329.52 million budgeted for energy costs). After expenses, SDCP's change in net position of \$56.58 million was reported for Fiscal Year 2022. The following is a summary of the actual results compared to the Fiscal Year 2022 Budget.

		Budget Comparison		
	YTD FY22 as of 6/30/22 (12 mos)	FY22 YTD Budget	Budget Variance (\$)	Budget (%)
Net Operating Revenues	\$ 383,814,801	\$ 378,053,506	\$ 5,761,295	102
Total Expenses	\$ 327,235,212	\$ 342,177,063	\$ (14,941,851)	96
Change in Net Position	\$ 56,579,589	\$ 35,876,443	\$ 20,703,146	

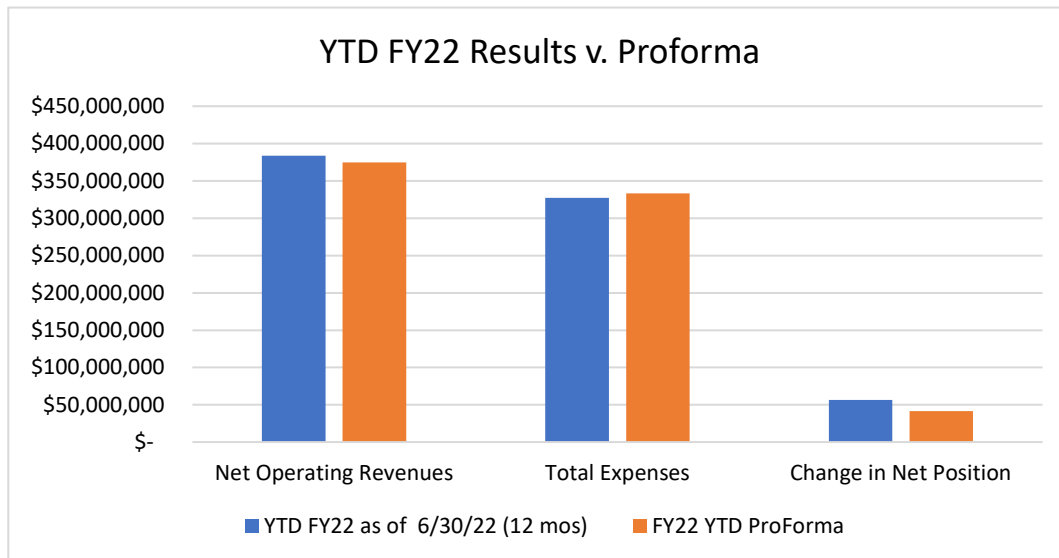
- Net operating revenues finished \$5.76 million (or 1.5 percentage points) over the amended budget primarily due opt outs performing better than projected.

- Operating expenses finished -\$14.94 million (or -4.4 percentage points) under the amended budget primarily due savings from hedging activities.

Financial results for the period performed better than the projections presented in the year-to-date proforma. SDCP's change in net position performed 36.1% better than the projection primarily due to better opt-out performance and to lower-than projected energy costs as a result of hedging activities.

The following is a summary to actual results compared to the fiscal year-to-date proforma.

	YTD FY22 as of 6/30/22 (12 mos)	Proforma Comparison		Proforma (%)
		FY22 YTD ProForma	ProForma Variance (\$)	
Net Operating Revenues	\$ 383,814,801	\$ 374,777,530	\$ 9,037,271	2.41%
Total Expenses	\$ 327,235,212	\$ 333,195,322	\$ (5,960,110)	-1.79%
Change in Net Position	\$ 56,579,589	\$ 41,582,208	\$ 14,997,381	36.07%



### COMMITTEE REVIEW

The report was reviewed by the Financial Risk Management Committee (FRMC) on September 1, 2022.

### FISCAL IMPACT

N/A

### ATTACHMENTS

Attachment A: 2022 Year-to-Date Period Ended 6/30/22 Preliminary Financial Statements



## ACCOUNTANTS' COMPILATION REPORT

Management  
San Diego Community Power

Management is responsible for the accompanying financial statements of San Diego Community Power (a California Joint Powers Authority) which comprise the statement of net position as of June 30, 2022, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. San Diego Community Power's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
August 8, 2022

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF NET POSITION**  
**As of June 30, 2022**

**ASSETS**

Current assets	
Cash and cash equivalents	\$ 57,076,718
Accounts receivable, net	50,386,990
Accrued revenue	46,939,615
Prepaid expenses	4,461,308
Deposits	<u>6,241,057</u>
Total current assets	165,105,688
Noncurrent assets	
Restricted cash	12,500,000
Deposits	<u>3,450,000</u>
Total noncurrent assets	<u>15,950,000</u>
Total assets	<u>181,055,688</u>

**LIABILITIES**

Current liabilities	
Accrued cost of energy	57,231,504
Accounts payable	624,955
Other accrued liabilities	740,006
State surcharges payable	332,586
Security deposits	42,624,000
Interest payable	113,862
Loans payable	<u>5,000,000</u>
Total current liabilities	<u>106,666,913</u>
Noncurrent liabilities	
Other noncurrent liabilities	517,741
Bank note payable	<u>31,340,082</u>
Total noncurrent liabilities	<u>31,857,823</u>
Total liabilities	<u>138,524,736</u>

**NET POSITION**

Unrestricted	<u>42,530,952</u>
Total net position	<u><u>\$ 42,530,952</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**Twelve Months Ended June 30, 2022**

**OPERATING REVENUES**

Electricity sales, net	\$ 383,800,198
Liquidated damages	2,437,500
Total operating revenues	<u>386,237,698</u>

**OPERATING EXPENSES**

Cost of energy	319,686,027
Contract services	3,520,098
Staff compensation	3,662,441
General and administration	2,098,031
Total operating expenses	<u>328,966,597</u>
Operating income	<u>57,271,101</u>

**NON-OPERATING REVENUES (EXPENSES)**

Investment income	14,603
Interest and financing expense	(706,115)
Nonoperating revenues (expenses)	<u>(691,512)</u>

**CHANGE IN NET POSITION**

	56,579,589
Net position at beginning of period	(14,048,637)
Net position at end of period	<u>\$ 42,530,952</u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS**  
**Twelve Months Ended June 30, 2022**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers	\$ 300,940,324
Receipts from liquidated damages	2,437,500
Receipts of supplier security deposits	42,204,000
Other operating receipts	6,801,249
Payments to suppliers for electricity	(284,842,750)
Payments for goods and services	(5,114,220)
Payments to employees for services	(3,407,133)
Payments for deposits and collateral	(7,212,708)
Payments for state surcharges	(808,996)
Net cash provided (used) by operating activities	<u>50,997,266</u>

**CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES**

Proceeds from loans	8,500,000
Interest and related expense payments	(655,717)
Net cash provided (used) by non-capital financing activities	<u>7,844,283</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Interest income received	<u>14,603</u>
Net change in cash and cash equivalents	58,856,152
Cash and cash equivalents at beginning of period	<u>10,720,566</u>
Cash and cash equivalents at end of period	<u><u>\$ 69,576,718</u></u>

**Reconciliation to the Statement of Net Position**

Cash and cash equivalents (unrestricted)	57,076,718
Restricted cash	12,500,000
Cash and cash equivalents	<u><u>\$ 69,576,718</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS (continued)**  
**Twelve Months Ended June 30, 2022**

**RECONCILIATION OF OPERATING INCOME TO NET  
CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

Operating income	\$ 57,271,101
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities	
Provision for uncollectible accounts	3,876,770
(Increase) decrease in:	
Accounts receivable	(53,147,639)
Accrued revenue	(34,719,306)
Other receivables	4,043,272
Prepaid expenses	(4,461,308)
Deposits	(5,791,057)
Increase (decrease) in:	
Accrued cost of electricity	41,086,784
Accounts payable	262,672
Other accrued liabilities	650,672
State surcharges payable	321,305
Supplier security deposits	41,604,000
Net cash provided (used) by operating activities	<u><u>\$ 50,997,266</u></u>



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
San Diego Community Power

Management is responsible for the accompanying special purpose budgetary comparison schedule of San Diego Community Power (SDCP), a California Joint Powers Authority, for the period ended June 30, 2022, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of SDCP.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. SDCP's annual audited financial statements will include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to SDCP because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
August 8, 2022

**SAN DIEGO COMMUNITY POWER**  
**BUDGETARY COMPARISON SCHEDULE**  
**Twelve Months Ended June 30, 2022**

	2021/22 YTD Amended Budget	2021/22 YTD Actual	2021/22 YTD Amended Budget Variance (Under) Over	2021/22 YTD Actual/ Amended Budget %	2021/22 Annual Amended Budget	2021/22 Amended Budget Variance (Under) Over
<b>REVENUES AND OTHER SOURCES</b>						
Gross Ratepayer Revenues	380,816,532	\$ 387,676,968	6,860,436	102%	\$ 380,816,532	\$ 6,860,436
Less Uncollectible Customer Accounts	(2,763,026)	(3,876,770)	(1,113,744)	140%	(2,763,026)	(1,113,744)
Total Revenues and Other Sources	<u>378,053,506</u>	<u>383,800,198</u>	<u>5,746,692</u>		<u>378,053,506</u>	<u>5,746,692</u>
<b>OPERATING EXPENSES</b>						
Cost of Energy	329,517,592	317,248,527	(12,269,065)	96%	329,517,592	(12,269,065)
Personnel Costs	4,023,175	3,662,441	(360,734)	91%	4,023,175	(360,734)
Professional Services and Consultants	5,126,016	2,959,622	(2,166,394)	58%	5,126,016	(2,166,394)
Marketing and Outreach	1,748,699	1,698,601	(50,098)	97%	1,748,699	(50,098)
General and Administrative	783,581	828,756	45,175	106%	783,581	45,175
Total Operating Expenses	<u>341,199,063</u>	<u>326,397,947</u>	<u>(14,801,116)</u>		<u>341,199,063</u>	<u>(14,801,116)</u>
Operating Income (Loss)	<u>36,854,443</u>	<u>57,402,251</u>	<u>20,547,808</u>		<u>36,854,443</u>	<u>20,547,808</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Investment income	-	14,603	14,603		-	14,603
Debt Service and Bank Fees	(978,000)	(837,265)	140,735	86%	(978,000)	140,735
Total Non-Operating Revenues (Expenses)	<u>(978,000)</u>	<u>(822,662)</u>	<u>155,338</u>		<u>(978,000)</u>	<u>155,338</u>
<b>CHANGE IN NET POSITION</b>	<u>\$ 35,876,443</u>	<u>\$ 56,579,589</u>	<u>\$ 20,703,146</u>		<u>\$ 35,876,443</u>	<u>\$ 20,703,146</u>



## SAN DIEGO COMMUNITY POWER Staff Report – Item 6

To: San Diego Community Power Board of Directors

From: Eric W. Washington, Chief Financial Officer

Via: Karin Burns, Chief Executive Officer

Subject: Treasurer's Report –Presentation of Preliminary Financial Results for Fiscal Year 2023 Period ended 7/31/22

Date: September 22, 2022

### RECOMMENDATION

Receive and File Report

### BACKGROUND

San Diego Community Power (SDCP) maintains its accounting records on a full accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) as applicable to governmental enterprise funds.

SDCP has prepared its preliminary year-to-date financial statements for the period ended July 31, 2022, along with budgetary comparisons.

### ANALYSIS AND DISCUSSION

Preliminary financial results for the period ended 7/31/22: \$79.63 million in net operating revenues were reported compared to \$79.09 million budgeted for the period. \$77.02 million in total expenses were reported (including \$75.09 million in energy costs) compared to \$68.53 million budgeted for the period (including \$64.56 million budgeted for energy costs). After expenses, SDCP's change in net position of \$2.61 million was reported for Fiscal Year 2022. The following is a summary of the actual results compared to the Fiscal Year 2022 Budget.

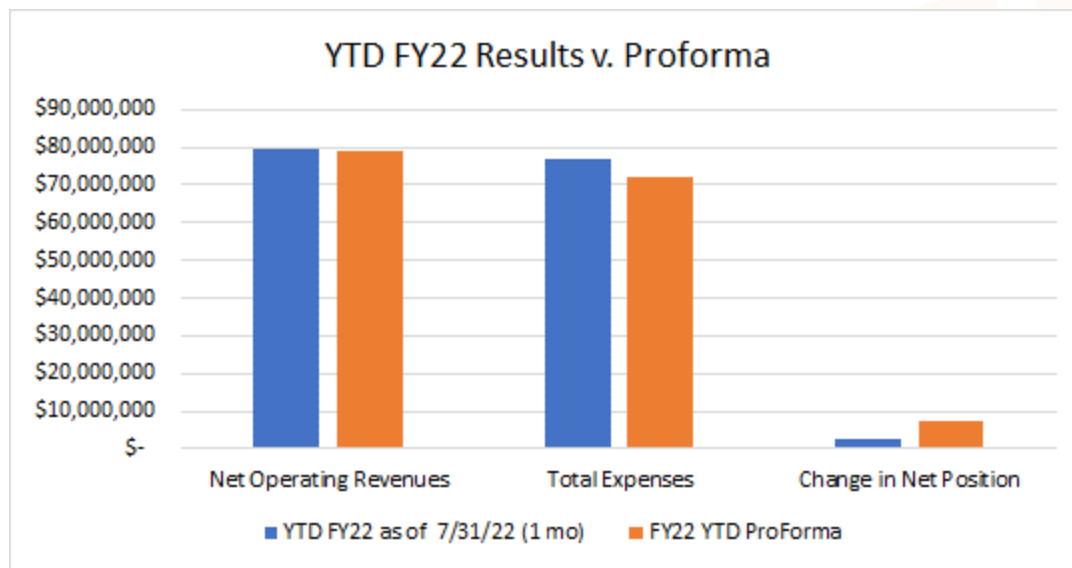
	YTD FY22 as of 7/31/22 (1 mo)	Budget Comparison		
		FY22 YTD Budget	Budget Variance (\$)	Budget (%)
Net Operating Revenues	\$ 79,633,798	\$ 79,086,391	\$ 547,407	101
Total Expenses	\$ 77,024,940	\$ 68,533,039	\$ 8,491,901	112
Change in Net Position	\$ 2,608,858	\$ 10,553,352	\$ (7,944,494)	

- Net operating revenues finished \$0.55 million (or 0.7 percentage points) over the budget and were in-line with expectations.
- Operating expenses finished \$8.49 million (or 12.39 percentage points) over the budget primarily due to higher-than expected energy costs.

Financial results for the period performed better than the projections presented in the year-to-date proforma. SDCP's change in net position performed 64.1% under the projection primarily due to energy costs coming in higher than projected.

The following is a summary to actual results compared to the fiscal year-to-date proforma.

		Proforma Comparison		
	YTD FY22 as of 7/31/22 (1 mo)	FY22 YTD ProForma	ProForma Variance (\$)	Proforma (%)
Net Operating Revenues	\$ 79,633,798	\$ 79,086,391	\$ 547,407	0.69%
Total Expenses	\$ 77,024,940	\$ 71,815,032	\$ 5,209,908	7.25%
Change in Net Position	\$ 2,608,858	\$ 7,271,359	\$ (4,662,501)	-64.12%



#### COMMITTEE REVIEW

N/A

#### FISCAL IMPACT

N/A

#### ATTACHMENTS

Attachment A: 2023 Year-to-Date Period Ended 7/31/22 Preliminary Financial Statements



## ACCOUNTANTS' COMPILATION REPORT

Management  
San Diego Community Power

Management is responsible for the accompanying financial statements of San Diego Community Power (a California Joint Powers Authority) which comprise the statement of net position as of July 31, 2022, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. San Diego Community Power's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
August 26, 2022

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF NET POSITION**  
**As of July 31, 2022**

**ASSETS**

Current assets	
Cash and cash equivalents	\$ 58,132,382
Accounts receivable, net	65,090,304
Accrued revenue	48,234,682
Prepaid expenses	5,678,870
Deposits	6,232,407
Total current assets	<u>183,368,645</u>
Noncurrent assets	
Restricted cash	12,500,000
Deposits	3,450,000
Total noncurrent assets	<u>15,950,000</u>
Total assets	<u>199,318,645</u>

**LIABILITIES**

Current liabilities	
Accrued cost of energy	106,351,197
Accounts payable	433,760
Other accrued liabilities	1,078,018
State surcharges payable	162,550
Security deposits	9,124,000
Interest payable	171,487
Loans payable	5,000,000
Total current liabilities	<u>122,321,012</u>
Noncurrent liabilities	
Other noncurrent liabilities	517,741
Bank note payable	31,340,082
Total noncurrent liabilities	<u>31,857,823</u>
Total liabilities	<u>154,178,835</u>

**NET POSITION**

Unrestricted	45,139,810
Total net position	<u><u>\$ 45,139,810</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**One Month Ended July 31, 2022**

**OPERATING REVENUES**

Electricity sales, net	\$ 79,623,135
Total operating revenues	<u>79,623,135</u>

**OPERATING EXPENSES**

Cost of energy	75,091,171
Contract services	1,207,049
Staff compensation	403,885
General and administration	188,688
Total operating expenses	<u>76,890,793</u>
Operating income	<u>2,732,342</u>

**NON-OPERATING REVENUES (EXPENSES)**

Investment income	10,663
Interest and financing expense	<u>(134,147)</u>
Nonoperating revenues (expenses)	<u>(123,484)</u>

**CHANGE IN NET POSITION**

	2,608,858
Net position at beginning of period	<u>42,530,952</u>
Net position at end of period	<u><u>\$ 45,139,810</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS**  
**One Month Ended July 31, 2022**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers	\$ 63,787,305
Other operating receipts	39,362
Payments to suppliers for electricity	(27,148,515)
Payments for goods and services	(1,365,254)
Payments to employees for services	(358,789)
Payments for deposits and collateral	(33,500,000)
Payments for state surcharges	(332,586)
Net cash provided (used) by operating activities	<u>1,121,523</u>

**CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES**

Interest and related expense payments	<u>(76,522)</u>
Net cash provided (used) by non-capital financing activities	<u>(76,522)</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Interest income received	<u>10,663</u>
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Net change in cash and cash equivalents	1,055,664
Cash and cash equivalents at beginning of period	69,576,718
Cash and cash equivalents at end of period	<u><u>\$ 70,632,382</u></u>

**Reconciliation to the Statement of Net Position**

Cash and cash equivalents (unrestricted)	\$ 58,132,382
Restricted cash	<u>12,500,000</u>
Cash and cash equivalents	<u><u>\$ 70,632,382</u></u>

**SAN DIEGO COMMUNITY POWER**  
**STATEMENT OF CASH FLOWS (continued)**  
**One Month Ended July 31, 2022**

**RECONCILIATION OF OPERATING INCOME TO NET  
CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

Operating income	\$ 2,732,342
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities	
Provision for uncollectible accounts	803,058
(Increase) decrease in:	
Accounts receivable	(15,506,372)
Accrued revenue	(1,295,067)
Prepaid expenses	(1,217,562)
Deposits	8,650
Increase (decrease) in:	
Accrued cost of electricity	49,119,693
Accounts payable	(191,195)
Other accrued liabilities	338,012
State surcharges payable	(170,036)
Supplier security deposits	(33,500,000)
Net cash provided (used) by operating activities	<u>\$ 1,121,523</u>



## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
San Diego Community Power

Management is responsible for the accompanying special purpose budgetary comparison schedule of San Diego Community Power (SDCP), a California Joint Powers Authority, for the period ended July 31, 2022, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of SDCP.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. SDCP's annual audited financial statements will include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to SDCP because we performed certain accounting services that impaired our independence.

*Maher Accountancy*

San Rafael, CA  
August 26, 2022

**SAN DIEGO COMMUNITY POWER**  
**BUDGETARY COMPARISON SCHEDULE**  
**One Month Ended July 31, 2022**

	<b>2022/23 YTD Budget</b>	<b>2022/23 YTD Actual</b>	<b>2022/23 YTD Budget Variance (Under) Over</b>	<b>2022/23 YTD Actual/ Budget %</b>	<b>2022/23 Annual Budget</b>	<b>2022/23 Budget Variance (Under) Over</b>
<b>REVENUES AND OTHER SOURCES</b>						
Gross Ratepayer Revenues	79,885,243	\$ 80,427,409	542,166	101%	\$ 716,146,107	\$ (635,718,698)
Less Uncollectible Customer Accounts	(798,852)	(804,274)	(5,422)	101%	(7,161,461)	6,357,187
Total Revenues and Other Sources	<u>79,086,391</u>	<u>79,623,135</u>	<u>536,744</u>		<u>708,984,646</u>	<u>(629,361,511)</u>
<b>OPERATING EXPENSES</b>						
Cost of Energy	64,563,885	75,091,171	10,527,286	116%	661,638,828	(586,547,657)
Professional Services and Consultants	1,976,951	1,176,673	(800,278)	60%	16,881,036	(15,704,363)
Personnel Costs	798,190	403,885	(394,305)	51%	7,951,499	(7,547,614)
Marketing and Outreach	463,708	146,417	(317,291)	32%	4,164,167	(4,017,750)
General and Administrative	320,347	72,647	(247,700)	23%	2,591,363	(2,518,716)
Programs	307,083	-	(307,083)	0%	1,395,000	(1,395,000)
Total Operating Expenses	<u>68,430,164</u>	<u>76,890,793</u>	<u>8,460,629</u>		<u>694,621,893</u>	<u>(617,731,100)</u>
Operating Income (Loss)	<u>10,656,227</u>	<u>2,732,342</u>	<u>(7,923,885)</u>		<u>14,362,753</u>	<u>(11,630,411)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>						
Investment income	-	10,663	10,663		-	10,663
Debt Service and Bank Fees	(102,875)	(134,147)	(31,272)	130%	(1,314,922)	1,180,775
Total Non-Operating Revenues (Expenses)	<u>(102,875)</u>	<u>(123,484)</u>	<u>(20,609)</u>		<u>(1,314,922)</u>	<u>1,191,438</u>
<b>CHANGE IN NET POSITION</b>	<u>\$ 10,553,352</u>	<u>\$ 2,608,858</u>	<u>\$ (7,944,494)</u>		<u>\$ 13,047,831</u>	<u>\$ (10,438,973)</u>



## SAN DIEGO COMMUNITY POWER Staff Report – Item 7

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To: San Diego Community Power Board of Directors  
From: Sebastian Sarria, Policy Manager  
Via: Karin Burns, Chief Executive Officer  
Subject: Receive and File Community Advisory Committee (CAC) Monthly Report  
Date: September 22, 2022

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### RECOMMENDATION

Receive and file CAC monthly report.

### BACKGROUND

According to Section 5.10.3 of the SDCP Joint Powers Authority (JPA) Agreement:

The Board shall establish a Community Advisory Committee comprised of non-Board members. The primary purpose of the Community Advisory Committee shall be to advise the Board of Directors and provide for a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of the Authority.

At the direction of the CEO, the CAC provides quarterly presentations to the Board of Directors in the regular agenda, and monthly reports in the consent agenda.

### ANALYSIS AND DISCUSSION

At the September 9, 2022, meeting of the CAC, several items took place.

- 1) The committee received an introduction to Jen Lebron, SDCP's newest hire as Director of Public Affairs.
- 2) Karin Burns, CEO of SDCP, gave a presentation to the committee on SDCP's mission, vision, core values, and goals for 2023-2027
- 3) Lucas Utouh, Director of Data Analytics and Accounts Services, and Rachel Hommel, Marketing and Outreach Manager, provided an update on public relations and back-office operations. They focused on the latest events SDCP had attended and planning to attend, as well as the latest opt-up, opt-out, and opt-down metrics.
- 4) Nelson Lomeli, Program Manager, provided a brief update on the status of the development of the Community Power Plan. Particularly, Nelson reiterated the survey currently available for everyone to complete and provide feedback on the Plan.



The CAC still has two openings available to represent the city of Imperial Beach and unincorporated San Diego County. Members of the public must be residents and/or business owners of the respective jurisdictions and may submit their applications [here](#).

The next meeting of the Community Advisory Committee was rescheduled to October 13 after staff unavailability on the 14<sup>th</sup>. At the October meeting of the Board of Directors, the CAC will present its quarterly update.

#### **COMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

N/A

#### **ATTACHMENTS**

N/A



## SAN DIEGO COMMUNITY POWER

### Staff Report – Item 8

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To: San Diego Community Power Board of Directors

From: Lucas Utouh, Director of Data Analytics and Account Services

Via: Karin Burns, Chief Executive Officer

Subject: Update on Back-Office Operations

Date: September 22, 2022

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### RECOMMENDATION

Receive and file update on various back-office operations.

### BACKGROUND

Staff will provide regular updates to the Board of Directors regarding San Diego Community Power's (SDCP) back-office activities centered around tracking opt actions (i.e., opt outs, opt ups and opt downs) as well as customer engagement metrics. The following is a brief overview of items pertaining to back-office operations.

### ANALYSIS AND DISCUSSION

#### A) Phase 3 Enrollment Update

Staff is happy to report that our Phase 3 efforts for Imperial Beach, La Mesa, Encinitas, Chula Vista, San Diego and Net Energy Metering (NEM) customers with a true up month of February through August are now complete. Our cumulative count of active accounts being served under our portfolio currently stands at **712,930** as of 9/12/2022, cementing San Diego Community Power as the 2<sup>nd</sup> largest CCA by accounts served in the State of California. Net Energy Metering (NEM) customers with a true up month of **September** are currently in the process of being transitioned over to our service and the enrollment process for NEM customers will continue until January of 2023.

#### B) Customer Participation Tracking

Staff and Calpine have worked together to create a reporting summary of customer actions to opt out of SDGP service, opt up to Power100, or opt down from Power100 to PowerOn. The below charts summarize these actions accordingly as of September 12th, 2022:

## I. Opt Outs

Opt Outs by Jurisdiction	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
CITY OF CHULA VISTA	2	77	1	150	9	3	11	12	1	0	0	21	19	159	814	305	279	545	308	95	2811
CITY OF ENCINITAS	0	0	3	32	7	11	5	3	1	1	3	60	304	753	191	102	77	97	65	27	1742
CITY OF IMPERIAL BEACH	0	0	0	11	0	1	1	0	0	0	19	129	22	13	24	15	10	23	40	18	326
CITY OF LA MESA	0	0	15	51	3	6	3	0	6	0	1	158	372	93	122	50	47	122	106	22	1177
CITY OF SAN DIEGO	14	10	43	516	51	123	111	131	34	23	21	152	194	1501	6425	1645	1349	2809	1648	495	17295
<b>Grand Total</b>	<b>16</b>	<b>87</b>	<b>62</b>	<b>760</b>	<b>70</b>	<b>144</b>	<b>131</b>	<b>146</b>	<b>42</b>	<b>24</b>	<b>44</b>	<b>520</b>	<b>911</b>	<b>2519</b>	<b>7576</b>	<b>2117</b>	<b>1762</b>	<b>3596</b>	<b>2167</b>	<b>657</b>	<b>23351</b>

Opt Outs by Class Code	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Residential	0	0	0	0	0	0	0	0	0	0	36	501	867	2473	7493	2089	1734	3519	2090	641	21443
Commercial/Industrial	16	87	62	760	70	144	131	146	42	24	8	19	44	46	83	28	28	77	77	16	1908
<b>Grand Total</b>	<b>16</b>	<b>87</b>	<b>62</b>	<b>760</b>	<b>70</b>	<b>144</b>	<b>131</b>	<b>146</b>	<b>42</b>	<b>24</b>	<b>44</b>	<b>520</b>	<b>911</b>	<b>2519</b>	<b>7576</b>	<b>2117</b>	<b>1762</b>	<b>3596</b>	<b>2167</b>	<b>657</b>	<b>23351</b>

Opt Outs by Reason	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Concerns about Government-Run Power Agency	0	0	2	15	2	2	2	0	0	0	1	33	53	198	600	190	87	81	77	28	1371
Concerns about lack of equivalent CCA programs	0	0	0	0	0	0	0	0	0	0	0	3	8	10	48	8	12	14	8	2	113
Decline to Provide	0	4	19	11	25	33	31	94	1	1	9	96	152	432	1243	403	210	389	166	72	3391
Dislike being automatically enrolled	0	0	28	59	23	18	34	16	3	4	17	142	257	743	2443	611	483	765	523	195	6364
Have renewable Energy Reliability Concerns	0	0	0	3	0	2	7	0	0	0	1	4	7	49	118	37	17	14	15	5	279
Other	1	83	2	667	12	18	3	7	8	3	8	69	126	325	1030	223	156	279	131	49	3200
Rate or Cost Concerns	15	0	11	5	8	70	50	29	29	16	6	95	174	493	1170	344	521	1724	1023	251	6034
Service or Billing Concerns	0	0	0	0	0	1	4	0	1	0	0	17	22	53	151	58	62	101	56	24	550
Existing relationship with the utility	0	0	0	0	0	0	0	0	0	0	2	61	112	216	773	243	214	229	168	31	2049
<b>Grand Total</b>	<b>16</b>	<b>87</b>	<b>62</b>	<b>760</b>	<b>70</b>	<b>144</b>	<b>131</b>	<b>146</b>	<b>42</b>	<b>24</b>	<b>44</b>	<b>520</b>	<b>911</b>	<b>2519</b>	<b>7576</b>	<b>2117</b>	<b>1762</b>	<b>3596</b>	<b>2167</b>	<b>657</b>	<b>23351</b>

Opt Outs by Method	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Customer Service Rep (CSR)	0	83	31	681	23	67	73	84	23	17	16	147	259	462	1661	504	607	1212	760	153	6863
Interactive Voice Response (IVR)	0	0	1	8	5	27	22	9	16	4	9	55	45	423	1374	384	322	748	486	139	4077
Power	16	4	30	71	42	50	36	53	3	3	19	318	607	1634	4541	1229	833	1636	921	365	12411
<b>Grand Total</b>	<b>16</b>	<b>87</b>	<b>62</b>	<b>760</b>	<b>70</b>	<b>144</b>	<b>131</b>	<b>146</b>	<b>42</b>	<b>24</b>	<b>44</b>	<b>520</b>	<b>911</b>	<b>2519</b>	<b>7576</b>	<b>2117</b>	<b>1762</b>	<b>3596</b>	<b>2167</b>	<b>657</b>	<b>23351</b>

## II. Opt Ups to Power100

Opt Ups by Jurisdiction	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
CITY OF CHULA VISTA	0	56	0	0	626	9	4	1	4	1	1	6	3	13	52	12	13	18	9	8	836
CITY OF ENCINITAS	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
CITY OF IMPERIAL BEACH	0	0	0	0	0	60	0	0	0	0	0	2	23	1	1	1	0	1	0	0	89
CITY OF LA MESA	0	0	12	0	130	3	0	3	0	0	0	6	32	15	29	11	4	7	4	3	259
CITY OF SAN DIEGO	0	133	1	2	2922	12	22	10	48	2	11	25	106	172	1210	215	209	201	215	230	5746
<b>Grand Total</b>	<b>0</b>	<b>207</b>	<b>13</b>	<b>2</b>	<b>3678</b>	<b>84</b>	<b>26</b>	<b>14</b>	<b>52</b>	<b>3</b>	<b>12</b>	<b>39</b>	<b>164</b>	<b>201</b>	<b>1292</b>	<b>239</b>	<b>226</b>	<b>226</b>	<b>229</b>	<b>241</b>	<b>6948</b>

Opt Ups by Class Code	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Residential	0	2	0	0	0	0	0	0	0	0	1	15	151	179	1179	233	224	169	211	230	2594
Commercial/Industrial	0	205	13	2	3678	84	26	14	52	3	11	24	13	22	113	6	2	57	18	11	4354
<b>Grand Total</b>	<b>0</b>	<b>207</b>	<b>13</b>	<b>2</b>	<b>3678</b>	<b>84</b>	<b>26</b>	<b>14</b>	<b>52</b>	<b>3</b>	<b>12</b>	<b>39</b>	<b>164</b>	<b>201</b>	<b>1292</b>	<b>239</b>	<b>226</b>	<b>226</b>	<b>229</b>	<b>241</b>	<b>6948</b>

Opt Ups by Method	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Customer Service Rep (CSR)	0	207	11	1	3668	80	23	12	48	3	7	25	151	47	857	38	28	67	42	22	5337
Interactive Voice Response (IVR)	0	0	0	0	3	0	0	0	0	0	1	0	0	4	18	12	6	5	7	3	59
Web	0	0	2	1	7	4	3	2	4	0	4	14	13	150	417	189	192	154	180	216	1552
<b>Grand Total</b>	<b>0</b>	<b>207</b>	<b>13</b>	<b>2</b>	<b>3678</b>	<b>84</b>	<b>26</b>	<b>14</b>	<b>52</b>	<b>3</b>	<b>12</b>	<b>39</b>	<b>164</b>	<b>201</b>	<b>1292</b>	<b>239</b>	<b>226</b>	<b>226</b>	<b>229</b>	<b>241</b>	<b>6948</b>

### Cumulative Power 100 Dashboard

Opt Ups by Jurisdiction	Grand Total
CITY OF CHULA VISTA	836
CITY OF ENCINITAS	24272
CITY OF IMPERIAL BEACH	89
CITY OF LA MESA	259
CITY OF SAN DIEGO	5746
<b>Grand Total</b>	<b>31202</b>

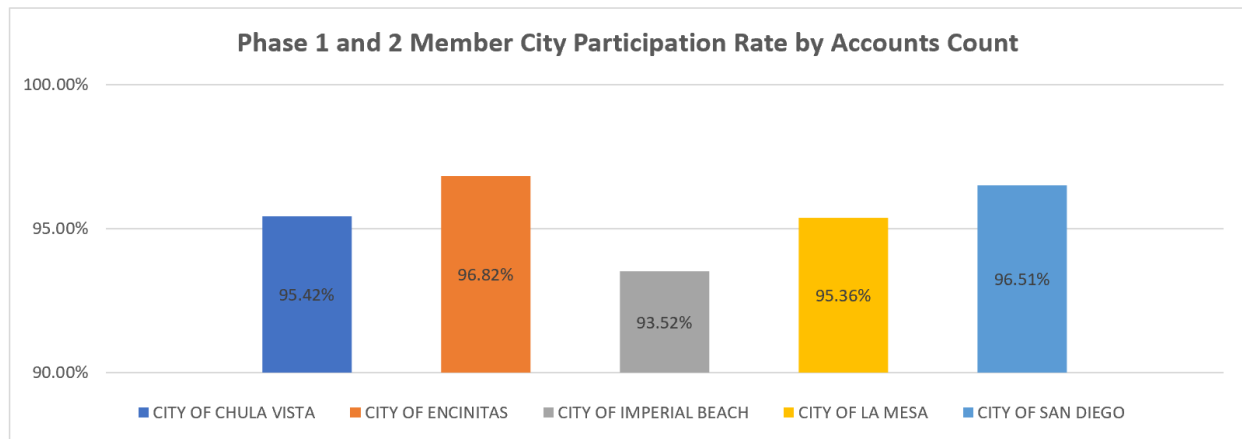
## III. Opt Downs from Power100

Opt Downs by Jurisdiction	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
CITY OF CHULA VISTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
CITY OF ENCINITAS	0	0	0	0	24	8	1	1	1	0	0	5	34	127	56	40	52	40	15	3	407
CITY OF IMPERIAL BEACH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
CITY OF LA MESA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2
CITY OF SAN DIEGO	0	0	0	0	0	0	0	0	0	0	0	0	1	2	2	5	1	6	6	3	26
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>35</b>	<b>129</b>	<b>58</b>	<b>45</b>	<b>54</b>	<b>49</b>	<b>21</b>	<b>6</b>	<b>437</b>

Opt Downs by Class Code	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Residential	0	0	0	0	0	0	0	0	0	0	0	4	31	128	58	43	51	46	20	4	385
Commercial/Industrial	0	0	0	0	24	8	1	1	1	0	0	1	4	1	0	2	3	3	1	2	52
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>35</b>	<b>129</b>	<b>58</b>	<b>45</b>	<b>54</b>	<b>49</b>	<b>21</b>	<b>6</b>	<b>437</b>

Opt Downs by Method	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Customer Service Rep (CSR)	0	0	0	0	22	6	1	1	1	0	0	4	30	96	26	24	41	29	13	2	296
Interactive Voice Response (IVR)	0	0	0	0	2	2	0	0	0	0	0	0	17	2	1	3	3	0	0	0	30
Web	0	0	0	0	0	0	0	0	0	0	0	1	5	16	30	20	10	17	8	4	111
<b>Grand Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>35</b>	<b>129</b>	<b>58</b>	<b>45</b>	<b>54</b>	<b>49</b>	<b>21</b>	<b>6</b>	<b>437</b>

#### IV. Participation Rate.



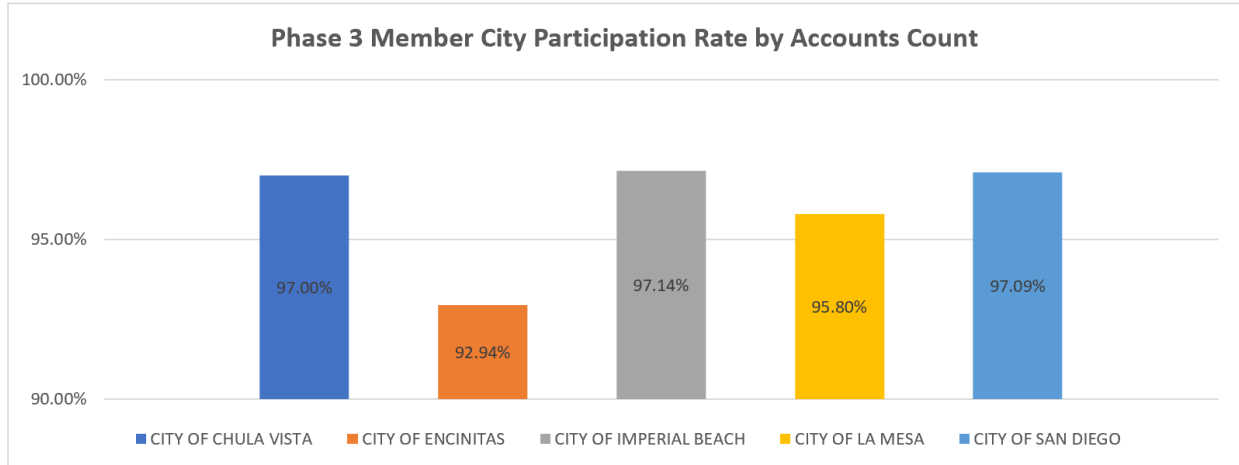
##### Phase 1 and 2

Town or Territory	Active	Eligible	Total Opt Outs	Participation Rate by Accounts Count
CITY OF CHULA VISTA	7625	7991	366	95.42%
CITY OF ENCINITAS	3132	3235	103	96.82%
CITY OF IMPERIAL BEACH	534	571	37	93.52%
CITY OF LA MESA	2670	2800	130	95.36%
CITY OF SAN DIEGO	56913	58972	2059	96.51%
<b>Grand Total</b>	<b>70874</b>	<b>73569</b>	<b>2695</b>	<b>96.34%</b>

For Phase 3, the participation rate is fluid and will change as we continue with mass enrollment across all member cities for customers on Net Energy Metering (NEM) throughout 2022. The true participation rate for this phase will be computed once all NEM and Non-NEM customers across our member cities and are fully enrolled. In the interim, we are reporting on the opt outs and eligible accounts associated with the phase on a rolling basis as of the reporting month:

##### Phase 3

Town or Territory	Active	Eligible	Total Opt Outs	Participation Rate by Accounts Count
CITY OF CHULA VISTA	79208	81656	2448	97.00%
CITY OF ENCINITAS	21529	23165	1636	92.94%
CITY OF IMPERIAL BEACH	9813	10102	289	97.14%
CITY OF LA MESA	23872	24919	1047	95.80%
CITY OF SAN DIEGO	507634	522870	15236	97.09%
<b>Grand Total</b>	<b>642056</b>	<b>662712</b>	<b>20656</b>	<b>96.88%</b>



## E) Contact Center Metrics

Call volumes in the month of August were lower compared to July by 24%. We believe this reduction in call volume was primarily a result of customers who transitioned to SDCP service in May and June being more familiar and comfortable with SDCP charges appearing on their bills.

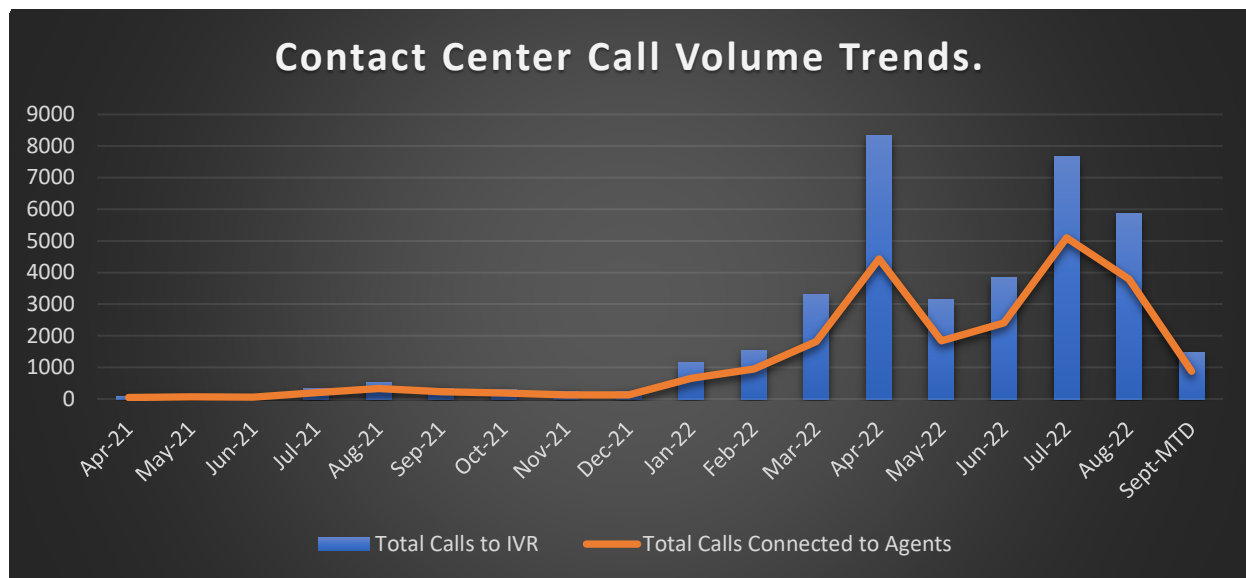
Even amidst the unprecedented heat wave from August 31 through September 9, our call volumes held steady as a result of our social media campaigns which were meant to arm customers with all the pertinent information needed for flex alert events including tips on how to reduce electricity use while mitigating against extreme heat – like precooling your home and running major appliances outside of peak hours. We also provided information on where to locate Cool Zones as well as wildfire preparedness and where to access outage information.

In light of the heatwave which generally increased customers' usage associated with cooling needs, we are anticipating higher than normal bills in October right before the transition from Summer and into the Winter season which could see opt outs increase as a result.

The chart below summarizes contact made by customers into our Contact Center broken down by month through September 12<sup>th</sup>:

**Interactive Voice Response (IVR) and Service Level Agreement (SLA) Metrics**

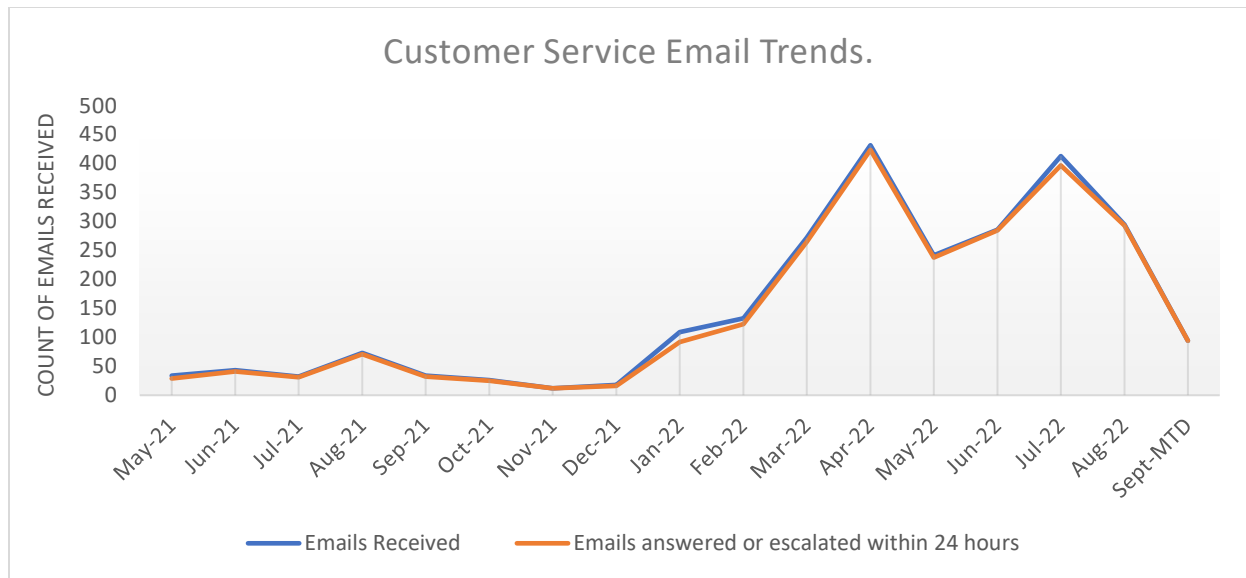
IVR and SLA Details	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sept-MTD	Grand Total
Total Calls to IVR	79	109	103	324	531	349	307	244	243	1154	1538	3302	8326	3137	3836	7683	5856	1470	38591
Total Calls Connected to Agents	49	66	57	205	338	231	191	135	129	654	948	1817	4427	1841	2408	5099	3797	883	23275
Average Seconds to Answer	0:00:38	0:00:14	0:00:21	0:00:37	0:00:22	0:00:14	0:00:13	0:00:13	0:00:08	0:00:09	0:00:06	0:00:03	0:00:04	0:00:03	0:00:04	0:00:45	0:00:27	0:00:13	
Average Call Duration	0:08:57	0:07:51	0:06:42	0:10:33	0:08:13	0:08:41	0:08:11	0:08:30	0:08:28	0:08:53	0:09:45	0:10:32	0:09:31	0:09:31	0:10:25	0:11:18	0:09:52	0:09:10	
Calls Answered within 60 Seconds (75% SLA)	91.84%	100.00%	89.83%	89.42%	96.46%	99.57%	98.95%	100.00%	100.00%	98.63%	99.26%	100.00%	99.37%	99.84%	99.09%	79.70%	85.81%	93.12%	
Abandon Rate	0.00%	0.00%	3.39%	1.44%	0.29%	0.00%	0.00%	0.00%	0.00%	0.46%	0.21%	0.00%	0.00%	0.05%	0.04%	1.52%	1.12%	0.34%	



Similar to other mass enrollments in other CCAs' service territories, we are anticipating the trend of our customers calling into our Contact Center's Interactive Voice Response system tree and being able to self-serve their opt actions using the recorded prompts as well as utilizing our website for processing opt-actions to continue accounting for over 65% of all instances. The remaining portion of customer calls are connected to our Customer Service Representatives to answer additional questions, assist with account support, or submit opt actions.

Customer Service Emails			
Month	Emails Received	Emails answered or escalated within 24 hours	(%)
May-21	34	29	85.29%
Jun-21	43	41	95.35%
Jul-21	32	31	96.88%
Aug-21	73	71	97.26%
Sep-21	34	32	94.12%
Oct-21	26	25	96.15%
Nov-21	12	12	100.00%
Dec-21	18	16	88.89%
Jan-22	109	92	84.40%
Feb-22	133	123	92.48%
Mar-22	272	265	97.43%
Apr-22	432	424	98.15%
May-22	242	238	98.35%
Jun-22	286	285	99.65%
Jul-22	413	397	96.13%
Aug-22	295	293	99.32%
Sept-MTD	94	94	100.00%

*\*Does not include junk email*



As of this latest reporting month, we have a total of 13 Dedicated Customer Service Representatives staffed at our Contact Center. Our robust Quality Assurance (QA) procedures are firmly in place to ensure that our customers are getting a world-class customer experience when they contact us.

#### COMMITTEE REVIEW

N/A

#### FISCAL IMPACT

N/A

#### ATTACHMENTS

N/A



## SAN DIEGO COMMUNITY POWER Staff Report – Item 9

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To: San Diego Community Power Board of Directors

From: Sebastian Sarria, Policy Manager  
Stephen Gunther, Senior Regulatory Analyst

Via: Karin Burns, Chief Executive Officer

Subject: Update on Regulatory and Legislative Affairs

Date: September 22, 2022

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### RECOMMENDATIONS

Review and file update on Regulatory and Legislative Affairs.

### BACKGROUND

Staff will provide regular updates to the Board of Directors regarding SDCP's regulatory and legislative engagement.

### ANALYSIS AND DISCUSSION

#### A) Legislative Updates

##### Addressing the Historic Heatwave

The recent historic heatwave that impacted California prompted the Governor to sign legislation aimed at protecting Californians from more frequent and severe heat waves driven by climate change. Those include:

- AB 1643 by Assemblymember Robert Rivas (D-Salinas) will create an advisory committee to inform a study on the effects of extreme heat on California's workers, businesses and economy.
- AB 2238 by Assemblymember Luz Rivas (D-Arleta) will create the nation's first extreme heat advance warning and ranking system to better prepare communities ahead of heat waves.
- AB 2420 by Assemblymember Dr. Joaquin Arambula (D-Fresno) is a first-in-the-nation measure that directs the California Department of Public Health to review research on the impacts of extreme heat on perinatal health and develop guidance for safe outdoor conditions to protect pregnant workers.



- SB 852 by Senator Bill Dodd (D-Napa) will allow cities and counties to create climate resilience districts with financing power to invest in programs that tackle extreme heat, drought, wildfire and other climate impacts.

This is on top of the Governor's [Extreme Heat Action Plan](#) from earlier this year, which will focus in the near-term on:

1. Implement a statewide public health monitoring system to identify heat illness events early, monitor trends, and track illnesses to intervene and prevent further harm.
2. Accelerate readiness and protection of communities most impacted by extreme heat, including through cooling schools and homes, supporting community resilience centers, and expanding nature-based solutions.
3. Protect vulnerable populations through codes, standards, and regulations.
4. Expand economic opportunity and build a climate smart workforce that can operate under and address extreme heat.
5. Increase public awareness to reduce risks posed by extreme heat.
6. Protect natural and working lands, ecosystems, and biodiversity from the impacts of extreme heat.

#### *Governor's Climate Proposals That Turned to Bills*

As discussed during last month's meeting ([see pages 63-64](#)), the Governor had issued his climate priorities for the legislature to take up for the remainder of the session which ended on August 31. Most of those priorities made into bills. Those are:

- AB 1279: This bill codifies codifying carbon neutrality goal by no later than 2045. This bill passed and is, as of 9/13/22, on the Governor's desk for his signature.
- AB 2133: This bill would have adopted a more aggressive 2030 greenhouse gas emissions reduction target from 40% to 55% below the 1990 level. The bill failed to pass the Assembly.
- SB 905: This bill sets the stage to establish a regulatory framework for carbon removal and carbon capture, utilization and sequestration via the State Air Resources Board. This bill passed and is, as of 9/13/22, on the Governor's desk for his signature.
- SB 1020: This bill establishes a pathway toward the state's clean energy goal of 100% clean electricity by 2045 in creating targets of 90% by 2035 and 95% by 2040. It also requires that all state agencies have 100% of their load be from clean sources by 2030. This bill passed and is, as of 9/13/22, on the Governor's desk for his signature.
- SB 1137: This bill establishes a setback distance of 3,200 feet between any new oil well and homes, schools, or parks and ensures comprehensive pollution controls for existing oil wells within 3,200 feet of those facilities. This bill passed and is, as of 9/13/22, on the Governor's desk for his signature.



### SB 846: Diablo Canyon

The Governor's proposal to extend the operating life of the Diablo Canyon Nuclear Power Plant (DCNPP) made its way onto SB 846, which passed both chambers and was approved by the Governor on September 2, 2022. There is only one change from the Governor's original ask, which was to maintain the option open of further extending the life of DCNPP past the original timeframe of 5 years after 2025 into an additional 5 beginning in 2030. SB 846 does not include that.

Overall, the extension of DCNPP is contingent on PG&E securing federal approvals and funding. More information will be made available in the new year, but for now SDCP is tracking how this will translate into the regulatory arena. Particularly, the bill states that customers of all load serving entities must "contribute towards the reasonable additional costs of decommissioning planning resulting from the license renewal applications or license renewals" through the application of nonbypassable charges, or NBCs. Beyond this, the language allows Pacific Gas & Electric to recover via NBCs "[a]ny costs the commission authorizes the operation [i.e. PG&E] to recovery in rates. The application of NBCs is on every customer, regardless of the tariff that they are in.

SDCP is engaging with all key stakeholders on how this will impact our customers, and when.

### Other Bills: AB 2838

No major change from last month's [staff report](#). The bill passed both chambers and is now on the Governor's desk.

### Inflation Reduction Act of 2022

Staff continues to monitor the implementation of the Inflation Reduction Act (IRA). Currently, we have joined a team of CCAs which will discuss and brainstorm ways of working towards on the IRA. Moreover, SDCP staff has asked our lobbyist to look into how [California's Green Bank](#) will be involved in receiving funds from the IRA.

## **B) Regulatory Updates**

### Disadvantaged Communities Green Tariff (DAC-GT), Community Solar Green Tariff (CSGT) and Green Tariff Shared Renewables (GTSR)

As mentioned in the [Programs Update staff report](#) (see pages 70-71) of the May 2022 Board of Directors meeting, Staff will be submitting a Tier 3 Implementation Advice Letter in the first half of October 2022 to become a Program Administrator under these two programs. Tier 3 means that action is required by the [Commission](#). To recap, these two funded programs by the CPUC will offer 100%



renewable energy to customers who are eligible for the California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance Rate (FERA) discounts and provide a 20% discount on the electricity and delivery portion of the customers' bills. Staff expects to provide an update by December 2022 or January 2023 on the status of its advice letter and when it will become a Program Administration. Doing so will allow SDCP to request funds from the CPUC for the implementation of the program, which encompass marketing education and outreach, power procurement, back-office operations, and project management.

Beyond this, and as communicated to the Board during the [May 2022 meeting](#), SDCP is also involved in the consolidated applications for review of the DAC-GT/CSGT as well as the GTSR programs. The purpose of our involvement is to seek changes to the program rules surrounding DAC-GT/CSGT and ensuring that ratepayer equity is met on the question of cost recovery for stranded costs from SDG&E's EcoChoice program. On DAC-GT/CSGT, we are asking that the CPUC allow DACs in the top 40% of CalEnviroScreen to be made eligible for the siting of projects and customer participation. This is because the DACs located in our territory are highly urbanized. Allowing other areas to participate would ensure program success and participation. Alternatively, SDCP will also be asking the CPUC to allow DACs in Imperial County to be made eligible for project siting only for the DAC-GT program. Currently, [SDG&E's EcoShare program](#) is allowed to site resources in Imperial County, so SDCP staff is seeking a similar approach.

#### **COMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

N/A

#### **ATTACHMENTS**

N/A





## SAN DIEGO COMMUNITY POWER Staff Report – Item 10

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To: San Diego Community Power Board of Directors

From: Jen Lebron, Director of Public Affairs  
Byron Vosburg, Managing Director  
Lucas Utouh, Director of Data Analytics & Account Services

Via: Karin Burns, Chief Executive Officer

Subject: After-Action Report on September Heatwave Event

Date: September 22, 2022

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### RECOMMENDATIONS

Review and file update on After-Action Report on September Heatwave Event.

### BACKGROUND

From September 1 through September 9, California experienced one of the longest and most intense heatwaves in its modern history. Record temperatures were set in over a dozen cities across the state, and the California Independent System Operator (CAISO) set a single day record for energy demand of over 52,000 megawatts on Tuesday, September 6 – about 55% higher than the average September peak demand of 29,000 megawatts.

The CAISO maintained flex alerts from September 1 through September 9, and, together with Governor Newsom's office, established twice-daily calls through the heatwave with all Load Serving Entities (LSEs) to share information, best practices, and answer questions. San Diego Community Power (SDCP) key staff participated in these calls and utilized the messaging and media plan provided by the Governor's office, which focused on peak hour (4 p.m. - 9 p.m.) power reduction and/or load shifting.

California was able to avoid CAISO-mandated rolling blackouts through a multitude of efforts including load shifting, load reduction, demand response incentivization, and increased energy imports. Coordinated, strategic messaging played a major role in reducing energy use. California's Wireless Emergency Alert system was used for the first time for an energy crisis, which resulted in a load reduction of almost 2,000 megawatts.

As our changing climate continues to create extreme weather events, including longer and more intense periods of extreme heat, it is important that LSEs, including SDCP, develop strategies on how best to serve and communicate to our customers during these events.



## ANALYSIS AND DISCUSSION

Prior to the heatwave, both the State of California and San Diego Community Power have been preparing for a potential extreme heat weather event.

### *State Preparedness*

On July 30, 2021, Governor Newsom issued an Emergency Proclamation (EP) urging all state energy agencies to ensure there is adequate electricity to meet the needs of Californians in 2022. This EP was followed by additional state resources dedicated to improving supply conditions through various grid hardening investments, including new battery storage (around 2,000 megawatts coming online through 2022).

This EP was coupled with the Governor's "Extreme Heat Action Plan," which aims to:

1. Implement a statewide public health monitoring system to identify heat illness events early, monitor trends, and track illnesses to intervene and prevent further harm.
2. Accelerate readiness and protection of communities most affected by extreme heat, including through cooling schools and homes, supporting community resilience centers, and expanding nature-based solutions.
3. Protect vulnerable populations through codes, standards, and regulations.
4. Expand economic opportunity and build a climate smart workforce that can operate under and address extreme heat.
5. Increase public awareness to reduce risks posed by extreme heat.
6. Protect natural and working lands, ecosystems, and biodiversity from the impacts of extreme heat.

LSEs, along with the California Public Utilities Commission and the California Energy Commission, had prepared a suite of strategic messaging and demand response programs in preparation for an expected warmer 2022 summer. A notable effort was the Emergency Load Reduction Program (ELRP), which pays customers a per kilo-watt hour premium to reduce their use during called event days/hours.

Leading up to the heatwave, the Governor's office developed a media kit (Attachment A) that was shared with all LSEs to promote through their media/marketing/social channels to maintain consistency in messaging.

Once California was in the heatwave, the Governor signed another Emergency Proclamation, which allowed power plants to generate additional electricity and permitted the use of backup generators to reduce the amount of energy being pulled directly from the grid.

Since the conclusion of the heatwave, the Governor's office signed legislation aimed at protecting Californians from more frequent and severe heat waves driven by climate change, including:



- AB 1643 by Assemblymember Robert Rivas (D-Salinas) will create an advisory committee to inform a study on the effects of extreme heat on California's workers, businesses and economy.
- AB 2238 by Assemblymember Luz Rivas (D-Arleta) will create the nation's first extreme heat advance warning and ranking system to better prepare communities ahead of heat waves.
- AB 2420 by Assemblymember Dr. Joaquin Arambula (D-Fresno) is a first-in-the-nation measure that directs the California Department of Public Health to review research on the impacts of extreme heat on perinatal health and develop guidance for safe outdoor conditions to protect pregnant workers.
- SB 852 by Senator Bill Dodd (D-Napa) will allow cities and counties to create climate resilience districts with financing power to invest in programs that tackle extreme heat, drought, wildfire and other climate impacts.

### *San Diego Community Power*

SDCP launched its summer readiness webpage in July of 2022 and launched a social media campaign to share information on how best to prepare for summer heat events. The SDCP page includes tips on how to reduce use while mitigating against extreme heat – such as precooling your home and running major appliances outside of peak hours. Additionally, SDCP shares information on the webpage on how to prepare for summer energy emergencies, including wildfire preparedness, and where to find Cool Zones.

As part of the summer readiness campaign, SDCP also launched a partnership with Ohm Connect, a demand response program that utilizes smart thermostats and plugs to help customers shift their energy usage through incentive-based programming. Through this partnership, eligible customers could qualify for free or reduced cost thermostats, and once signed up, a \$50 dollar gift card. To date, 163 customers have signed up for Ohm Connect through our partnership.

During the heatwave, SDCP posted regularly through all its social media channels and sent information to our media contacts with the summer readiness and flex alert information, as well as began a #casualycool campaign on social media to inspire businesses to reduce their energy use by turning up their thermostats and allowing for casual business wear. SDCP also maintained a flex alert banner on its homepage from September 1 through September 9 with links to Ohm Connect and our summer readiness page.

By request of the CAISO and Governor's office, SDCP also reached out to member agencies to share information received from the CAISO and the Governor's office – especially the desire to move as much load to backup generation as possible during peak hours.

From a market, portfolio, and risk management perspective, SDCP has been preparing for events like these via compliance with its Energy Risk Management Policy, monthly



Risk Oversight Committee meetings, routine solicitations for various energy products to hedge market risk, continued refinement of its load forecast, and establishment of significant liquidity via cash reserves and credit facilities. Due to delays in the publication of final market data (70 business days after flow), SDCP will not know the final financial impacts of the heatwave until mid-to-late December. While SDCP was fully hedged and well positioned for the heatwave, some near-term cashflow impacts are expected due to the historically high and volatile customer demand and market prices throughout the state. SDCP expects most, if not all, impacts to be beneficial over the long term – once this year’s market prices are factored into next year’s PCIA true-up calculation – and does not anticipate any issues with near-term liquidity stemming from this most recent event.

Ultimately, through the efforts of all the LSEs and the customers who heeded the calls to reduce their use, California was able to avoid rolling blackouts. However, these extreme heat weather events are only expected to increase over the coming years as our climate continues to change. This is why SDCPs efforts to reduce greenhouse gas emissions, decarbonize the environment, and get to 100% renewable power by 2035 or sooner are critical for future generations of San Diegans.

#### **COMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

N/A

#### **ATTACHMENTS**

Attachment A: Governor Newsom’s Heatwave Media Kit



# Save Energy, California

## Media Toolkit

**\*\*Updated September 6\*\***

California and the Western United States are experiencing unprecedented temperatures. This heat wave is on track to be both the hottest and longest on record in California for September.

Californians have stepped up to help keep the lights on so far but we are heading into the worst part of this heat wave and need your help getting the word out. The more power we all save, the less likely power outages are - and the potential of them is *real* this week. Yesterday, everyone rallied and we need to do it again.

**Today is going to be the hottest part of the heat wave and will break demand records on the grid.**

Below are ways you can help whether that's a push notification from an app, posting to social or supporting with ad space - we need all hands on deck.

It's critical that the word is spread, especially today and tomorrow.

### **Topline messages**

- Extreme temperatures and the duration of this heat wave across the entire Western United States are causing record demand on California's energy grid.
- What we've done so far has worked to keep the lights on. But we are now in the worst part of the heat wave and there will be even more demand on the energy grid.
- We need everyone to continue saving energy and increase their efforts to help keep the lights on in our state. If we don't all do our part this week, we run the very real risk of power outages.

### **Social Posts**

**Hashtag:** #FlexAlert

**Graphics:** <https://govca.box.com/s/jf2gdma8dk4s7yodsmvehwuqqyogwqt7>

**Copy:**

Climate change is causing extreme heat. As temperatures soar this week, everyone needs to do their part to save energy. Pre-cool your home to 70 degrees before 4pm, and turn your thermostat up to 78 degrees and avoid use of major appliances after 4pm.

Visit [flexalert.org](https://flexalert.org) for more energy saving tips.

---

We need YOU to help your community keep the lights on.

- 👉 Reduce energy use during peak hours
- 👉 Raise your AC to 78 after 4pm
- 👉 Turn off unnecessary lights & appliances

Learn more [flexalert.org](https://flexalert.org)

---

To avoid power outages, we have to do our part NOW to save energy.

Pre-cool your home at 70° and after 4pm, set your A/C at 78° or higher and avoid using major appliances.

Sign up for alerts here: [flexalert.org](https://flexalert.org)

---

The more we limit our energy use now, the less likely power outages are.




Do your part: after 4pm avoid using major appliances and set your thermostat to 78° or higher.

Sign up for alerts here: [flexalert.org](https://flexalert.org)

---

Another #FlexAlert has been issued today. We can all do our part to conserve energy.

From 4-9pm:

-  Set your A/C at 78° or higher
-  Avoid major appliance use
-  Turn off unnecessary lights

Sign up for alerts: [flexalert.org](https://flexalert.org)

---

A #FlexAlert has been issued in CA and it is crucial that we all do our part to conserve energy. 💪

Pre-cool homes at 70° now and then set your A/C at 78° or higher after 4pm.  
Avoid using major appliances after 4pm.

Learn more here: [flexalert.org](https://flexalert.org)

---

CA and Western States are experiencing unprecedented temperatures. This heat wave is on track to be the hottest and longest in September.

Californians have stepped up to avoid power outages so far, but the fight isn't over yet. We need YOUR help to conserve energy and keep the lights on.

Learn more at [flexalert.org](https://flexalert.org)

---

Three things you can do to help prevent power outages during this heatwave:

Before 4pm: pre-cool your home at 70°

From 4-10pm: turn your A/C to 78° or higher & avoid use of big appliances.

Learn more [flexalert.org](https://flexalert.org)

---

The entire Western United States is experiencing a massive heat wave that's causing strain on California's energy grid. Do your part to help keep the lights on.

After 4pm, avoid using major appliances and turn your thermostat up to 78 or higher. Together, we can avoid power outages.

---

It's time to rally, California! We all need to do our part to help avoid power outages this week.

Before 4pm, pre-cool your home. After 4pm, avoid use of major appliances and turn your thermostat to 78 or higher.

Let's keep the lights on, California.

---

There is a #FlexAlert today! We can all help avoid an outage if we use less energy from 4-9PM. Try these simple ways to help! 👉 👉 👉

✓ Delay dishes & laundry

✓ Turn thermostats to 78

✓ Unplug unused devices

Learn more: [flexalert.org](https://flexalert.org)

---

There is a #FlexAlert today! From 4-9PM, help stop an outage AND get rewarded with Power Saver Rewards 💪⚡💰

Try these simple tips to save energy and earn at the same time 👉

✓ Delay dishes & laundry

✓ Turn thermostats to 78

✓ Unplug unused devices

Learn more: [PowerSaverRewards.org](https://PowerSaverRewards.org)

**SPANISH**

Todo el oeste de los Estados Unidos está experimentando una ola de calor masiva que está causando tensión en la red de energía de California. Haz tu parte para ayudar a mantener las luces encendidas. Después de las 4 p.m., evita usar electrodomésticos grandes y sube el termostato a 78 grados o más. Juntos, podemos evitar cortes de energía.

---

¡Trabajemos juntos, California! Todos debemos hacer nuestra parte para ayudar a evitar cortes de energía esta semana.

Antes de las 4 p. m., enfría previamente tu hogar. Después de las 4 p. m., evita el uso de electrodomésticos grandes y sube el termostato a 78 grados o más.

Mantengamos las luces encendidas, California.

---

¡Hoy hay una #FlexAlert! Todos podemos ayudar a evitar un apagón si usamos menos energía de 4 a 9 p. m. ¡Prueba estas formas sencillas de ayudar!

- ✓ Retrasa lavar los platos y la ropa
- ✓ Pon el termostato a 78 grados
- ✓ Desenchufa los dispositivos que no uses

Aprende más en [flexalert.org](https://flexalert.org)

---

¡Hoy hay un #FlexAlert hoy! Entre las 4-9 pm. Ayuda a evitar un apagón y gana un premio de Power Saver 💪⚡💰

Prueba estos consejos prácticos para ahorrar energía y ganar al mismo tiempo 🙌

- ✓ Retrasa lavar los platos y la ropa
- ✓ Pon el termostato a 78 grados

- ✓ Desenchufa los dispositivos que no uses

Aprende más en [PowerSaverRewards.org](https://PowerSaverRewards.org)

## **Create your own content**

Individual with a large audience? Unique content will help reach Californians the best. Help encourage Californians to flex their power!

- Record a video of you turning your thermostat up to 78 degrees, turning off lights in rooms you aren't in, etc. Get creative. The more personal or tailored to your audience, the better.
- Post a photo of you "staying cool" drinking a glass of ice water, closing curtains, pre-cooling your home, etc.
- After you share, send a link to [digital@gov.ca.gov](mailto:digital@gov.ca.gov) so the Governor's Office can amplify

## **Text only- App push notifications, text banner space on websites, etc.**

Running an app? Help us notify California users that they can flex their power! Got space for a text pop-up on your site?

- Extreme Heat Warning, California! Save energy to avoid power outages - after 4pm, avoid using big appliances and set your thermostat to 78 or higher.

## **PSAs**

Got video, audio or banner ad space? Below are assets that you can use.

### **Flex Alert Assets:**

<https://1bigbox.app.box.com/s/hveyh118eby9aelex4o8hvwtfiz5cf2g/folder/171467107314>

- Video: :15 Alert video, Spanish + English; :06 Alert video, English
- Banners - Thermostat Tip: 300x250, English, 300x600, English
- Static Instagram post, Thermostat Tip, English + Spanish

**Awareness assets:**

<https://1bigbox.app.box.com/s/hveyh118eby9aelex4o8hvwtfiz5cf2g/folder/171466841192>

- TV: :30 spot, Spanish + English; Online Video
- Radio
  - 2x :30 Radio Spots, Spanish + English
  - 2x :15 Radio Spots, English Only
- Static IG Story, Spanish + English
- Animated Display Banners
  - 300x600, Spanish + English
  - 300x250, Spanish + English



## SAN DIEGO COMMUNITY POWER Staff Report – Item 11

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To: San Diego Community Power Board of Directors

From: Colin Santulli, Director of Programs  
Nelson Lomeli, Program Manager  
Alyson Scurlock, Program Associate

Subject: Community Power Plan Update

Date: September 22, 2022

---

### RECOMMENDATION

Receive and file an update on the development of the Community Power Plan (“CPP”).

### BACKGROUND

In November 2021, Calpine Energy Solutions (“Calpine”), on behalf of SDCP, issued a Request for Proposals (“RFP”) for a firm (or firms) to provide professional services to SDCP in preparing a Community Power Plan (“CPP”). The CPP would provide a decision-making framework to guide SDCP’s program strategy and selection and development of local programs.

In February 2022, Calpine selected Arup US, Inc. (“Arup”) from the RFP submissions received in coordination with SDCP Staff and Community Advisory Committee (“CAC”) members Carolyn Scofield and Matt Vasilakis. Arup was selected due to their previous experience developing a similar plan for Clean Power Alliance and assistance to the County of San Diego on their Departmental Sustainability Plan and Climate Action Plan Equity Strategies and Engagement.

Since Spring 2022, SDCP Staff have been working with Arup and their subconsultant, Kearns & West (“K&W”), a collaboration and strategic communications firm, to engage with the community, conduct a community needs assessment, conduct a market analysis and ultimately, develop the CPP. Collectively, SDCP Staff, the CAC members Scofield and Vasilakis, Arup, and K&W are the CPP Project Team.

### DISCUSSION

The initial phase of the CPP project, the community needs assessment, is a discovery exercise that will provide insight into the values, needs, and priorities of SDCP’s customers and stakeholders (internal and external). Moreover, the community needs assessment is intended to identify what customer energy programs and information SDCP customers have access to and how to effectively bridge the gaps. The community needs assessment is being undertaken to ensure that the programmatic offerings and

strategies developed align with the priorities, needs, and goals of the community and consider organizational priorities.

## **Community Engagement**

### *Community Engagement Strategy*

The strategy for the information gathering element of the community needs assessment was largely informed by a series of interviews with local community groups and public agencies. In the interviews, the CPP Project Team sought out best practices from entities with extensive community engagement experience within SDCP's service territory (including National City and Unincorporated San Diego County). An additional benefit of the interviews was to continue to increase awareness of SDCP and build relationships with community-based organizations (CBOs) that serve SDCP customers.

The resulting engagement strategy provided a framework for community engagement during the development of the CPP, with a focus on Communities of Concern<sup>1</sup>. A key point of the strategy was placed on gathering information from communities historically and currently underrepresented in public engagement processes. Accordingly, the strategy integrates equitable and inclusive engagement principles. Equitable and inclusive engagement methods seek to acknowledge, understand, and address the implications that the differences in individuals' and communities' backgrounds, including race, culture, ability, gender, sexual orientation, religion, socio-economic status, and immigration status have in the engagement process. Equitable and inclusive engagement is also mindful and responsive to societal inequities, underserved communities, and unequal environmental impacts on communities.

As such, the engagement strategy focused on understanding community characteristics, historic and current challenges, barriers for effective engagement, and partnering with local organizations and stakeholders who work directly with community members and can advocate for their needs and best practices for meaningful engagement. Targeted engagement methods that complement standard engagement methods were often required.

Lastly, throughout this process, the CPP Project Team aimed to foster open and transparent communication about how input from community members will be used to inform the CPP. Because of the COVID-19 pandemic, engagement activities were purposely crafted to be flexible and adaptive to adhere to public safety measures and reflect the comfort levels and health concerns of communities and individuals.

See Attachment A for the complete engagement strategy including the principles of equitable and inclusive engagement, the engagement and planning process integration,

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<sup>1</sup> Defined as the top 25% scoring areas from CalEnviroScreen, known as Disadvantaged Communities (DACs), as well as the additional census tracts identified by the Cities of San Diego and Chula Vista through their Climate Equity Index (CEI) reports. Specifically, the City of San Diego identified these census tracts as areas with very low, low, and moderate access to opportunity, whereas the City of Chula Vista defined them as the top 25% scoring areas within its own analysis. If other member agencies were to identify additional census tracts as the cities of San Diego and Chula Vista have done, SDCP would recognize those designations under the umbrella of Communities of Concern.

and details on the role of CBOs in the engagement process. Note that the engagement conducted to date has varied slightly from the engagement strategy.

### *Community Engagement Methods*

To understand what SDCP's customers value and prioritize, the CPP Project Team engaged with residential and business customers in a variety of forms. Focused conversations with CBOs and their members, public listening sessions, interviews with key business customers and interest groups, and a customer survey were all employed.

The information gathered from community members, commercial customers, interest groups and the public served two purposes. First, key themes were identified across the groups which will be incorporated as qualitative data into our community needs assessment. Second, the key themes largely influenced the customer survey instrument.

The following community engagement methods were used during the community needs assessment:

#### Community-Based Organization Co-hosted Listening Sessions

A central component of the community engagement effort was focused conversations with community members. To accomplish this, SDCP co-hosted listening sessions with five (5) CBOs and their members – Casa Familiar, Project New Village, MAAC, Art Produce, and The Chicano Federation – that engaged nearly 200 community members. Sessions were held in multiple languages with interpretation services available. See Attachment B for more information on CBO engagement activities and detailed account of the information gathered.

#### Unincorporated San Diego County Pop-up Events

Community members in unincorporated San Diego County are not yet enrolled in SDCP's service, and thus are less likely to have awareness of the organization or its mission. This, coupled with the vast geographic area and rural area unique to SDCP's jurisdiction, motivated a different initial engagement method for this area. The CPP Project Team gathered information from over 100 unincorporated San Diego County residents at six (6) pop-up events. Most pop-up events took place at County libraries on busy days recommended by library staff or during food distribution. See Attachment C for more information on the unincorporated San Diego County pop-up events.

#### Interest-Group Stakeholder Interviews

To supplement the listening sessions, SDCP interviewed representatives from the Chula Vista Community Collaborative, Community Resources Center in Encinitas, San Diego Housing Federation, Logan Heights Community Development Corporation, San Diego & Imperial Counties Labor Council, and the International Brotherhood of Electrical Workers (or IBEW) Local 569. These interviews with interest-group stakeholders were held since they have a close relationship with community members and understand the needs, priorities and challenges of the community or represented populations that SDCP wanted to ensure were engaged in this process.



### Business, Key Account, and Public Listening Workshops

SDCP hosted five (5) listening workshops to hear from a broad spectrum of customers including local businesses, key customers, and the general public. Understanding the challenges local business and major institutions are having around energy, energy trends in the region's business sector, and the kinds of customer programs that could help these customers meet their goals was the primary focus of the business and key customer sessions. The sessions were all virtual with over 40 attendees total. See Attachment D for a summary of the workshop objectives and meeting details, notification and outreach methods, format, and input themes as well as detailed input from each session.

### Customer Survey

The method determined to reach the most customers in the service territory is a survey. The survey is translated into multiple languages and is primarily delivered online; paper copies are also available and used for in-person survey collection. The survey will determine customer needs, priorities, and challenges that SDCP programs could help address. The survey questions were highly informed by information shared by community members in early listening sessions. The survey results will provide quantitative data to inform the program prioritization framework to be developed in Q4 2022.

Extensive promotional efforts are underway to ensure awareness and access to the survey for all our customers. Promotional effort highlights include:

- Highlighting the survey in the Power Content Label mailer sent to over 600,000 customers.
- In partnership with the Padres, highlighting the survey in email campaign to over 160,000 Padres email subscribers.
- Email campaigns to Board members, CAC members, CBOs, member agencies, business organizations, city councils, and other groups requesting support promoting the survey to their members and community, supported by complete media kit to facilitate partner promotion.
- Paid social media campaign with multi-lingual ads targeting unincorporated San Diego County, National City, and SDCP's Communities of Concern. SDCP will adjust targeting based on initial representativeness of responses relative to member agencies and other variables.
- Tabling events encouraging community members to take the survey through a tablet or scanning of a QR code on their phones. Multilingual informational fliers with information on the survey were distributed at events.

As of September 13, 2022, over 1,600 responses from SDCP's territory have been received. The survey will stay open until October 15, 2022. Once the collection period has closed, responses to the survey will be analyzed and key findings will be shared back with the community through additional CBO co-hosted listening sessions.



## Community Engagement Initial Findings

Initial findings on community needs and challenges varied greatly depending on geography, customer type (residential vs commercial), and income level, among several other variables. However, several initial key themes emerged across nearly all community engagement conducted as of September 2022 including:

- **Cost:** Unpredictable and high energy costs strain many residential customers' monthly budgets. Need for programs that help reduce energy bills and create consistency in bills over time, especially for low-income customers and those on fixed incomes. Relatedly, there are concerns about increased energy costs in an all-electric future.
- **Energy Education:** Lack of understanding on all things energy related: how energy use impacts bills, how to reduce use, how to read and understand energy bills, how appliance use affects their bills, how SDCP's services can benefit customers, and what customer energy programs are available. The community emphasized the importance of providing materials in multiple languages that is culturally responsive.
- **More Rooftop Solar:** Customers understand the benefits of solar in reducing high energy bills. However, they noted that multiple barriers still exist including high installation costs, not being a homeowner, not living in a single-family home, confusion around how to embark in the process, and the lack of a trusted source of vetted solar installers.
- **Heat Impacts:** Residents are faced with increasing challenges, both health and financial, due to increased heat due to climate change.
- **Clean Transportation:** Desire for expanding access to all types of electric vehicles and access to affordable charging stations. Desire for low-cost public transportation with safe transit stops and more frequent service.
- **Inadequate or Failing Infrastructure:** Homes and businesses may need significant infrastructure upgrades (e.g., panel upgrades or new service drops) to electrify or add cooling to manage rising temperatures.

See Attachments A, B, C and D for findings and themes from each specific engagement method. It is important to note that the customer survey results will not be analyzed until October 2022 and, accordingly, the initial findings below are only informed by the initial listening sessions outlined in the Community Engagement Methods section above.

## Internal Organizational Engagement

Internal engagement focused on information gathering from SDCP Board members, SDCP staff, and SDCP's CAC about priorities and needs around energy-related issues across the represented communities and from within the organization. For all the internal engagement interviews and workshops, the general objective was to hear about organizational goals and priorities as they relate to potential future programs from those



who work most closely with SDCP and more intimately know the CCA business model and structure.

### *Internal Organizational Engagement Methods*

Various internal organizational engagement methods were employed during the community needs assessment. See Attachment E for a complete summary including each engagement session's workshop/interview objectives, meeting details, format, and input themes, as well as detailed input from each interview/workshop.

#### Board Member Interviews

As of September 15, 2022, the CPP Project Team has interviewed four (4) of the seven (7) Board members with two (2) Board interviews scheduled for late September 2022. One (1) Board member declined to be interviewed. The CPP Project Team interviewed each SDCP Board member using the same format largely structured around a Q&A with a set of discussion questions. The discussion questions focused on understanding a variety of items including the member's priorities related to the growth and development of SDCP, how programs can support the needs of the communities they represent, and how programs fit into the larger context of delivering SDCP's mission.

#### SDCP Staff Workshop

Arup facilitated a 2-hour workshop with SDCP Staff to understand input and knowledge regarding overarching SDCP business strategies and how programs fit into the larger context of delivering SDCP's operations and future investments. The CEO, CFO, Managing Director of Power Services, and Directors and/or Managers from all departments were represented in the workshop. A follow-up staff workshop is expected in Q4 2022.

#### Community Advisory Committee Workshop

Arup facilitated a workshop with SDCP's CAC during a regularly scheduled CAC meeting. The 1-hour virtual workshop leveraged the Mentimeter platform which offers a live survey format with open-ended comment boxes. Participants had the opportunity to provide input through the live survey format as well as verbally within the Zoom platform. All 13 of the active CAC members participated in the workshop.

### *Internal Organizational Initial Findings*

Several key themes emerged during our internal organizational engagement. Initial key themes include:

- **Fiscally Responsible:** Program investment must be done in the context of building reserves, financial solvency, and remaining cost competitive. Financial responsibility in the near-term will allow SDCP to invest additional resources toward programs in the future.



- **Visibility:** An initial focus on projects/programs within the community that are visible and show customers that SDCP is delivering benefits locally. Be more than a renewable energy provider, be a community partner by investing profits back into communities in ways that provide broad benefits (e.g., job creation, accessible housing options, public health).
- **Equity:** Prioritize support for Communities of Concern and those who are struggling the most. Keeping energy affordable for our customers is critical.
- **Energy Education:** Customers need trusted sources of information on all things energy. Partnerships with schools to create K-12 educational programs are a proven way to educate residents on public benefit initiatives.
- **Transparency and Trust:** The CPP needs to be a transparent, evaluative framework for programs based on what we are hearing from the community. The CPP should be the strong foundation that builds trust in communities over time. Programs should be a catalyst for developing deep and lasting partnerships with CBOs and their members.
- **Distributed Energy Resources:** The community wants locally produced energy: rooftop solar, community solar, and energy storage. Partnerships and collaboration with member agencies and other local governments will accelerate local resource development.

## Next Steps

The community needs assessment is the basis for the CPP. Several elements of the community needs assessment, including the customer survey and outstanding Board member interviews, will be completed in September and October 2022.

Following the completion of the remaining community needs assessment elements, the CPP Project Team will analyze data and input gathered to develop a decision-making framework for prioritizing programs. This framework will take into consideration agency goals and priorities, community needs, and priorities illustrated above, key performance indicators like greenhouse gas impacts, revenue impacts, load impacts, technology readiness, and others.

Concurrent to the development of the program prioritization framework, the CPP Project Team will be engaged in a market assessment that will help inform the potential universe of programs, determine funding sources accessible to SDCP, analyze relevant policies, and summarize lessons learned from existing CCA and other state utility programs.

The list of programs uncovered will be evaluated using the framework, ranked, and categorized to give SDCP a well-rounded portfolio of programs to consider for implementation in the next five years. The recommended programs will be categorized on short-, medium-, and long-term horizons, taking into account funding opportunities and other implementation considerations.



SDCP Staff anticipates that a draft of the CPP will be available in Q1 2023 for public review and comment. The CPP Project Team will re-engage with the community, stakeholders, and the CAC to solicit feedback on the draft plan. Ultimately, SDCP Staff will seek Board adoption of the CPP after the public and Board input is received and incorporated into a final version. The approved CPP will be translated into Spanish and Tagalog.

The CPP will allow SDCP to successfully deliver programs to our customers that, per the Joint Powers Agreement, are centered on economic, environmental, and social equity. This will ensure that our programs best serve the needs of customers and member agencies, our local communities, and support regional sustainability efforts.

### **COMMITTEE REVIEW**

The CAC is an active member of CPP project, with representatives meeting weekly with the project team. The CAC has a standing agenda item to receive ongoing CPP updates.

### **FISCAL IMPACT**

None. Funding for the development of the CPP comes from Calpine as part of their Data Management Agreement. Any fiscal impacts from SDCP for promotional activities are factored into the FY22-23 budget.

### **ATTACHMENTS**

Attachment A: San Diego Community Power Plan Community Engagement Strategy

Attachment B: Community-Based Organization Co-Hosted Listening Sessions Summary

Attachment C: Unincorporated Communities Pop-Up Engagement Summary

Attachment D: Public and Business Listening Workshops Summary

Attachment E: Internal Organizational Engagement Summary



## Attachment A

# San Diego Community Power Plan Community Engagement Strategy



## Attachment B

### Community-Based Organization Co-hosted Listening Sessions Summary



# Attachment C

## Unincorporated Communities Pop-Up Engagement Summary



Attachment D:  
Public and Business Listening Workshops Summary



## Attachment E: Internal Organizational Engagement Summary



# San Diego Community Power Plan Community Engagement Strategy

July 15, 2022

**Prepared for**  
San Diego Community Power

**Prepared by**  
Kearns & West in coordination with Arup

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## Appendix

A – Communities of Concern Distribution

B – Working List of Community-Based Organizations

C – Community-Based Organization Compensation Approach

## 1. Introduction

San Diego Community Power (SDCP), with support from Arup and Kearns & West, is developing a Community Power Plan that will provide a decision-making framework to guide its program strategy and selection and development of local programs. Based on community needs and gaps in program offerings evaluated in a Community Needs Assessment, the Community Power Plan will guide investments in developing local renewable generation, demand reduction, storage, and other distributed energy resources in SDCP's service territory.

SDCP is a new electricity provider for the cities of Imperial Beach, Encinitas, La Mesa, Chula Vista, San Diego, and National City, and unincorporated San Diego County. SDCP began service to these member agencies in 2021 and will complete enrollment in the first five cities by mid-2022 and National City and unincorporated San Diego County by 2023.

The purpose of this Community Engagement Strategy is to provide a framework for community engagement in SDCP's existing and emerging territory, with a focus on Communities of Concern, during the development of the Community Power Plan. As part of developing this Community Engagement Strategy, the project team solicited input from SDCP's member agency staff and additional community leaders on best practices for engagement within their jurisdictions and communities. Input from those conversations has been considered and integrated throughout this Community Engagement Strategy.

### A Note on the COVID-19 Pandemic

Given the continuing presence of the COVID-19 pandemic, engagement activities should be flexible and adaptive to public safety measures given surges in virus activity. Furthermore, communities and individuals need the flexibility to make choices that reflect their health concerns and overall levels of comfort. As such, while in-person meetings and activities should be offered and used to meet people within their communities, virtual engagement activities will need to remain a consistent option for engagement.

### Document Organization

This Community Engagement Strategy includes the following sections: Engagement Objectives, Principles of Equitable and Inclusive Engagement, Engagement Focus, Community-Based Organizations, Engagement and Planning Process Integration, Engagement Activities and Methods, and Materials and Content.

## 2. Engagement Objectives

The following objectives guide the strategy for community engagement for the Community Power Plan:

- Establish relationships and build trust with communities, raise awareness about SDCP, and set a foundation for future engagement and partnerships
- Engage and solicit input from as many community members as possible to inform the Community Needs Assessment, with a focus on Communities of Concern<sup>1</sup> and other

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<sup>1</sup> Defined as the top 25% scoring areas from CalEnviroScreen, known as Disadvantaged Communities (DACs), as well as the additional census tracts identified by the Cities of San Diego and Chula Vista through their Climate Equity Index (CEI) reports. Specifically, the City of San Diego identified these census tracts as areas with very low, low, and

communities generally considered underrepresented, marginalized, energy burdened as mapped by the [California Public Utilities Commission Socioeconomic Vulnerability Index \(SEVI\)](#), and/or disadvantaged as mapped by a score of 75% or higher on [CalEnviroScreen](#)

- Foster open and transparent communication about how input from community members will be used to inform the Community Power Plan
- Build on the recent community engagement conducted by SDCP's member agencies as part of their Climate Action Plans and equity initiatives

### 3. Principles of Equitable and Inclusive Engagement

This Community Engagement Strategy integrates equitable and inclusive engagement principles. Equitable and inclusive engagement methods seek to acknowledge, understand, and address the implications that the differences in individuals' and communities' backgrounds, including race, culture, ability, gender, sexual orientation, religion, socio-economic status, and immigration status, have in the engagement process. Equitable and inclusive engagement is also mindful and responsive to societal inequities, underserved communities, and unequal environmental impacts on communities.

An equitable and inclusive engagement framework focuses on understanding community characteristics, historic and current challenges, barriers for effective engagement, and partnering with local organizations and stakeholders who work directly with community members and can advocate for their needs and best practices for meaningful engagement. Targeted engagement methods that complement standard engagement methods are often required.

Specific equitable and inclusive engagement principles for the Community Power Plan, informed by member agency and community leader input, are noted below:

- Engagement strategies that are responsive to people's different needs and circumstances, and/or varying experiences interacting with government agencies will be implemented. Strategies and activities will be employed to minimize obstacles to participation, including the amount of time required for participation. Maintaining flexibility and adaptability to incorporate "lessons learned" and new information during the engagement process is essential.
- Local and lived knowledge, and understanding people's priorities and initiatives for their communities, will be valued and sought out by the project team as part of soliciting input. This includes seeking perspectives about what communities are working on, their goals, and their ideas for solutions.
- Partnerships with community-based organizations, key stakeholders, and community members will be established. Through working with community members, these organizations and individuals may have a better understanding of community issues, priorities, and effective engagement methods. They may also serve as partners in community engagement.
- Recognize the multiple day-to-day challenges and pressures community members face and align subject matter to their needs and experience. Climate resiliency and decarbonization may not be top priorities for community members facing multiple types of insecurities and threats. Additionally, rising costs – specifically increasing electricity bills – and the large

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moderate access to opportunity, whereas the City of Chula Vista defined them as the top 25% scoring areas within its own analysis. If other member agencies were to identify additional census tracts as the cities of San Diego and Chula Vista have done, SDCP would recognize those designations under the umbrella of Communities of Concern.

number of households behind on bills and at risk of service shutoffs will likely generate some initial distrust in SDCP and/or questions as to what SDCP is doing.

- Accessibility will be considered for the broadest range of community characteristics, including language, internet access, physical disability, time limitations, and subject matter understanding. Materials and presentations should be written for broad understanding in "everyday" terms.

## Language Justice

Recognizing the power of language and the ways that it intersects with and reflects a community's history, culture, and identity is a key part of establishing trust and understanding. A language justice approach to community engagement ensures that everyone involved in the process can speak, understand, and be understood in the language(s) in which they feel most comfortable. It also includes a commitment to creating multilingual and cross-language opportunities where all communities, especially those who do not communicate in the "dominant language," can be present, heard, seen, and valued as equal participants. Language justice also supports the development of accessible and relevant communication tools and strategies that connect with the unique and varied experiences, interests, and priorities of communities.

Language justice strategies that will support an equitable and inclusive community engagement process include:

- As needed, providing interpretation and in-language facilitation at community engagement opportunities in English, Spanish, Tagalog, and other relevant languages (including listening sessions and pop-up engagement).
- Considering language parity in multilingual spaces and encouraging the inclusion of speakers, facilitators, and presenters in Spanish, Tagalog, and other languages to affirm that mainstream English is not the only language of power, knowledge, and expertise.
- Developing and translating engagement materials in Spanish, Tagalog, and English using language that is accessible, understandable, and relevant to communities.
- Soliciting and welcoming the ongoing feedback of individual participants, community-based organizations, local agencies, and other stakeholders to ensure our linguistic approach throughout the engagement process is as accessible, consistent, culturally relevant, and empowering as possible.

Estimates of the top five languages spoken by percentage of the total population for SDCP's member agencies is provided in Table 1 below.

**Table 1: Estimates of Top Five Languages<sup>2</sup> Spoken by Percentage of Total Population for SDCP Member Agencies<sup>3</sup>**

Member Agency	English	Spanish	Tagalog	Chinese	Vietnamese	Korean	Arabic
County of San Diego – Supervisor District 2 (south unincorporated)	77%	15%	Approximately 9% Asian/Pacific Islander and Other				

<sup>2</sup> Sources: Cities: [www.neighborhoodscout.com/](http://www.neighborhoodscout.com/); Unincorporated Areas: <https://datasurfer.sandag.org/>

<sup>3</sup> Percentages for languages other than English are likely higher in Communities of Concern.

<b>County of San Diego – Supervisor District 5 (north unincorporated)</b>	69%	24%	Approximately 6% Asian/Pacific Islander and Other				
<b>San Diego</b>	61%	22%	3%	3%	2%	*	*
<b>Chula Vista</b>	42%	47%	7%	*	1%	1%	*
<b>Encinitas</b>	83%	12%	*	*	*	*	*
<b>La Mesa</b>	77%	12%	*	2%	1%	*	1%
<b>Imperial Beach</b>	57%	34%	3%	*	*	*	*
<b>National City</b>	32%	52%	13%	*	1%	*	*

## 4. Engagement Focus

This Community Engagement Strategy generally focuses on the Communities of Concern and input from SDCP's member agencies and additional community leaders, with recognition that SEVI, CalEnviroScreen, and other mapping efforts do not capture more dispersed distributions of impacted community members, especially in rural environments in unincorporated San Diego County. Because of this, broader engagement techniques will be used for these areas to solicit as much input as possible.

### Communities of Concern

For the Community Power Plan, Communities of Concern are generally defined as the top 25% scoring areas from CalEnviroScreen, known as Disadvantaged Communities (DACs), as well as the additional census tracts identified by the Cities of San Diego and Chula Vista through their Climate Equity Index (CEI) reports. Specifically, the [City of San Diego](#) identified these census tracts as areas with very low, low, and moderate access to opportunity. Meanwhile, the [City of Chula Vista](#) defined them as the top 25% scoring areas within its own analysis. If other member agencies were to identify additional census tracts as the cities of San Diego and Chula Vista have done, SDCP would recognize those designations under the umbrella of Communities of Concern.

The current designations for Communities of Concern for each of SDCP's member agencies are listed in Table 2 below and Communities of Concern maps for SDCP's service area are provided in Appendix A.

**Table 2: Communities of Concern Approaches**

Member Agency	Communities of Concern Approach
<b>County of San Diego</b>	Top 25% scoring areas from CalEnviroScreen
<b>San Diego</b>	Top 25% scoring areas from CalEnviroScreen + CEI
<b>Chula Vista</b>	Top 25% scoring areas from CalEnviroScreen + CEI
<b>Encinitas</b>	Top 25% scoring areas from CalEnviroScreen
<b>La Mesa</b>	Top 25% scoring areas from CalEnviroScreen



and engaging them in conversations that yield important input. Community-based organizations, often trusted more than government agencies by community members, are also experts in the most effective methods of engagement for their communities

## Community-Based Organization Identification

Appendix B includes a table of community-based organizations who have connections with communities and interests related to Communities of Concern throughout SDCP's service area. Announcements about upcoming engagement activities and the community survey link will be sent to this list of community-based organizations. In addition, select community-based organizations have been targeted to co-host two rounds of listening sessions focused on Communities of Concern based on the following objectives reflecting geographic and demographic representation across SDCP's service area. Community-based organizations:

- need to represent residents who live in communities historically underrepresented, including those who live in Communities of Concerns as defined below or by SDCP's member agencies.
- should serve communities across multiple member agencies in SDCP's service territory, when feasible.
- need to geographically reach the communities they serve and have the trust of community members.
- should have experience with community engagement and/or have an ongoing touchpoint with the community they serve (e.g., monthly meetings with community members).
- need to be able to gather community members for a listening session.
- should have relationships and established trust with community members.
- should have an organizational focus on sustainability, social equity, environmental justice, energy, climate, housing, and/or a similar field.

The following five community-based organizations have been targeted to co-host six listening sessions based on the above objectives:

- MAAC (2 sessions)
- Mid-City Community Advisory Network (CAN)
- Project New Village
- Environmental Health Coalition
- Casa Familiar

## Compensation Approach

A total of \$20,000 has been allocated for compensation to community-based organizations as part of this Community Engagement Strategy. This compensation is envisioned to be provided to the community-based organizations that co-host the two rounds of listening sessions focused on Communities of Concern. More detailed information about the community-based organization compensation approach is outlined in Appendix C.

## 6. Engagement and Planning Process Integration

Three phases of community engagement are planned during the development of the Community Power Plan. The purpose of each phase is described in the below sections.

## Phase 1: Listening

The first phase of community engagement will focus on broad listening and information gathering on community priorities and needs and energy-related issues across different communities to inform development of the community survey (see Phase 2 below) and the Community Power Plan, including the Community Needs Assessment. This phase will include three types of listening sessions to hear from a range of perspectives:

1. Listening Sessions Co-Hosted by Community-Based Organizations
2. Listening Sessions with Interest Groups
3. Community Listening Workshops

## Phase 2: Community Survey

The second phase will focus on administering a community survey across the SDCP service area to collect input on the identification and prioritization of energy issues. Available in multiple formats and multiple languages, the survey will be coupled with many kinds of flexible outreach to maximize the number of responses.

## Phase 3: Community Survey Results, Feedback, and Strategy Exploration

The third phase will focus on reporting the results of the community survey back to community members. This phase will include a second round of listening sessions co-hosted by community-based organizations.

## 7. Engagement Activities and Methods

This section outlines the engagement activities and methods that are planned throughout the development of the Community Power Plan, including the purpose, planning phase, and description. More detailed information regarding preparation and implementation of each engagement activity will be provided in detailed Logistics Plans. An important consideration to be addressed in the Logistics Plans is balanced geographic coverage. The estimated timing for all planned engagement activities described below can be found at the following [link](#).

### Member Agency Staff and Community Leader Meetings

- *Purpose:* To solicit input from SDCP's member agency staff and additional community leaders in SDCP's service area on best practices for community engagement in their jurisdictions and communities.
- *Planning phase:* Phase 1: Listening
- *Description:* The following meetings have been conducted with member agency staff and additional community leaders:
  - Member Agency Staff Check-In (Imperial Beach, La Mesa, Encinitas, County of San Diego)
  - County of San Diego
  - City of San Diego
  - Environmental Health Coalition
  - Greenlining Institute
  - San Diego Food System Alliance

## Listening Sessions

- *Purpose:* To solicit input on community needs around energy issues from a range of community members.
- *Planning phase:* Phase 1: Listening and Phase 3: Community Survey Results, Feedback, and Strategy Exploration (*Phase 3 only for Listening Sessions Co-Hosted with Community-Based Organizations*)
- *Description:* The following types of listening sessions are planned concurrently:
  - **Listening Sessions Co-Hosted with Community-Based Organizations**
    - Two rounds of virtual or in-person listening sessions co-hosted by five community-based organizations to hear perspectives of Communities of Concern. These listening sessions are envisioned to include 10-30 community participants invited by each community-based organization. The first round of listening sessions will focus on soliciting input on community needs, challenges, and gaps in program offerings to help inform the Community Needs Assessment and content for the community survey. The second round of listening sessions will focus on reporting back the results of the community survey to community members.
  - **Listening Sessions with Interest Groups**
    - One round of virtual or in-person listening sessions with up to 10 members of interest groups. The listening sessions will focus on gathering input from stakeholders already organized around Communities of Concern for the Community Power Plan.
  - **Community Listening Workshops**
    - One round of five virtual community listening workshops with an open invitation to key customers, local businesses, and community members in SDCP's service area. The community listening workshops will generally have the same format but will target different participants. Multiple sessions will be held on different days and times of the week for some of the sessions to optimize convenience for participants. The following community listening workshop sessions will be held:
      - Key Customers (1 session)
      - General Business Accounts (2 sessions)
      - General Public (2 sessions)

## Community Survey

- *Purpose:* To gather a wider scope of input from a broader community base on prioritization of community needs to help inform the customer programs included in the Community Power Plan.
- *Planning phase:* Phase 2: Community Survey
- *Description:* A 10-15 question web-based and hard-copy survey that is administered to as many community members as possible. The community survey will be publicized using tabling events and other types of pop-up engagement, will be included on a direct mailer to SDCP's first five member agencies, promoted on SDCP's social media channels, and shared with community-based organizations, member agency staff, and community leaders to distribute to their own networks. Upon completion of the community survey, participants will have the option to enter a raffle to win a prize (to be determined by SDCP).

## Tabling Events and Other Targeted Engagement

- *Purpose:* To get the word out about SDCP, solicit input on community needs around energy issues from a range of community members, and publicize the community survey in places where community members are already gathered.
- *Planning phase:* Phase 1: Listening and Phase 2: Community Survey
- *Description:* Tabling events and other pop-up engagement throughout SDCP's service area, including partnering with the County of San Diego on engagement events that they are planning in unincorporated areas during the same timeframe.

## 8. Materials and Content

This section includes a preliminary list of materials that will be used throughout the development of the Community Power Plan. Further details will be provided in detailed Logistics Plans for the different engagement activities.

### Phase 1: Listening

#### Materials

- Presentation slides
- Flyers (listening sessions)
- Engagement activity materials
- Tabling and pop-up engagement materials

#### Promotion

- Email blasts
- Social media
- Website updates

### Phase 2: Community Survey

#### Materials

- Digital and hard copy surveys
- Flyers
- Tabling and pop-up engagement materials

#### Promotion

- Mailer with survey link and QR code
- Email blasts
- Social media
- Website updates

### Phase 3: Community Survey Results, Feedback, and Strategy Exploration

## Materials

- Presentation slides
- Flyers (listening sessions)
- Engagement activity materials

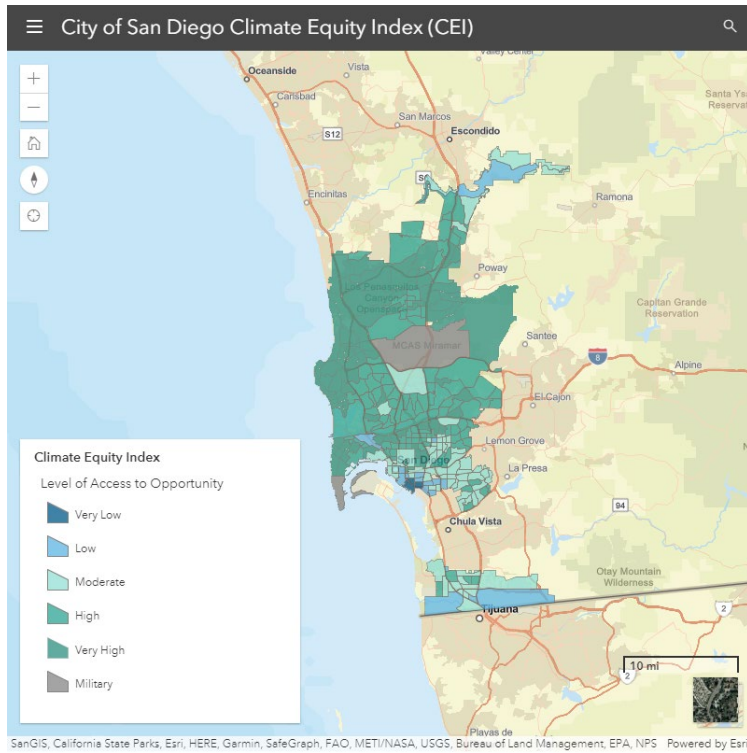
## Promotion

- Email blasts
- Social media
- Website updates

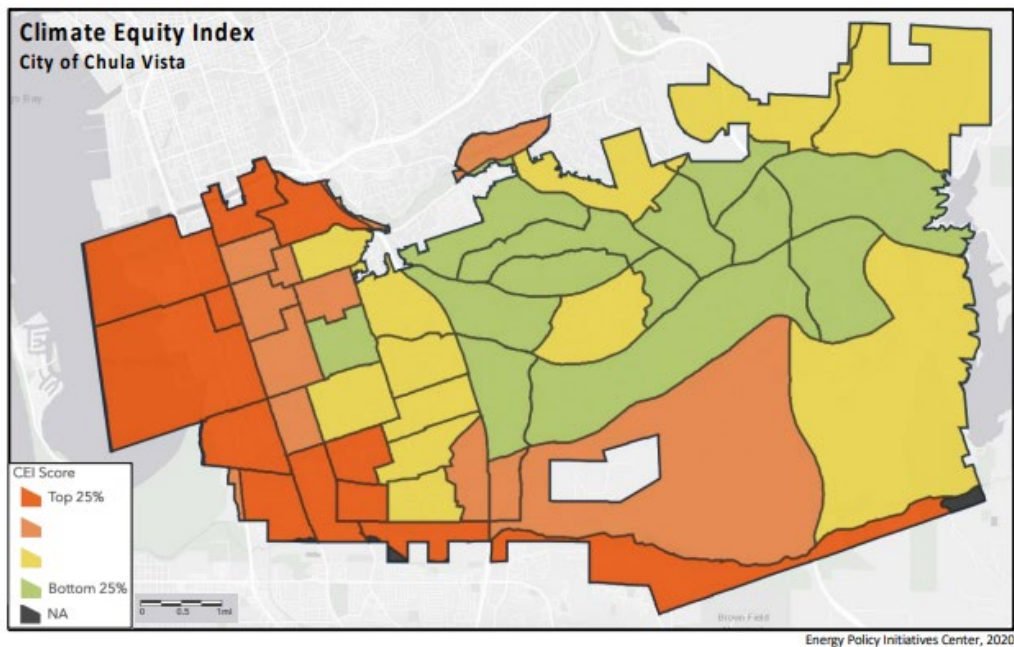
# Appendix A

## Communities of Concern Distribution

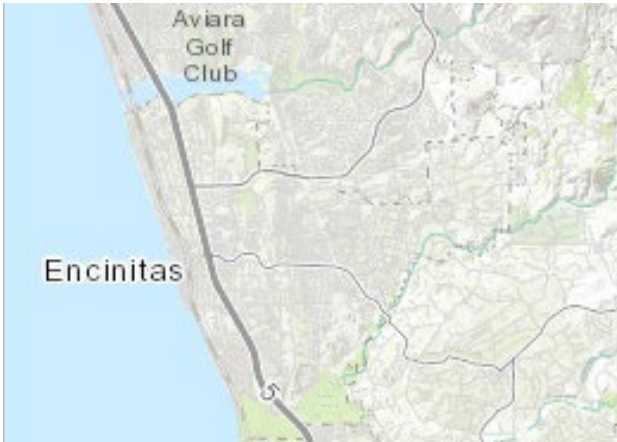
### City of San Diego



### City of Chula Vista



### City of Encinitas



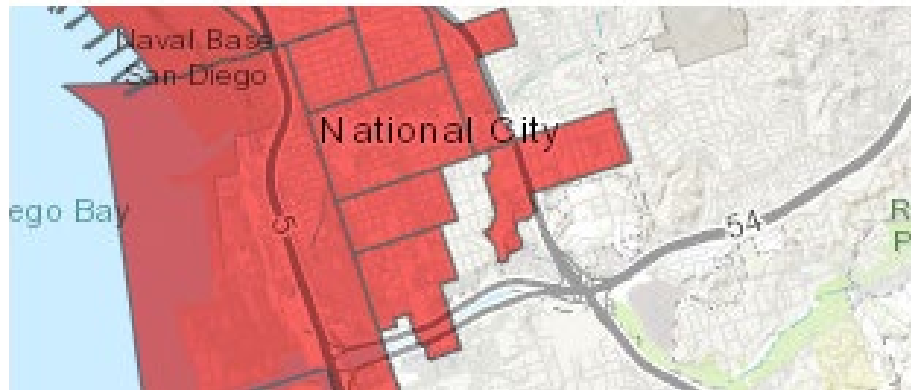
### City of La Mesa



### City of Imperial Beach



## City of National City



## Appendix B

### Working List of Community-Based Organizations

Community-Based Organization
Logan Heights Community Development Corporation
City Heights Community Development Corporation
I am Green
Protect our Communities Foundation
Grid Alternatives
IBEW 569 and Local 465
San Diego & Imperial Counties Labor Council
Chula Vista Community Collaborative
South County Economic Development Council
San Diego Regional Chamber of Commerce
Unite Here Local 30
Labor Council
South Bay Community Services
South Bay Economic Development
Regional Chamber of Commerce
Environmental Health Coalition
MAAC
Greenlining Institute
Casa Familiar
San Diego Food System Alliance
San Diego Farm Bureau
San Diego 350
Family Health Center
Via International
Imperial Beach Collaborative
Suncoast Market
Feeding San Diego

San Ysidro Health
Borrego Health
United Farm Workers
Farm Worker Care Coalition
Climate Action Campaign
Mid-City Community Advisory Network
San Diego Urban Sustainability Coalition
Institute for Local Government
Project New Village
The Urban Collective
Jewish Family Services of San Diego
Escondido Education COMPACT
Vista Community Clinic
Poder Popular
Vision y Compromiso - Network of Promotoras
South Bay Community Services
El Cajon Collaborative
Newcomers Support and Development
Imperial Beach Neighborhood Center
Community Resource Center
Leichtag Foundation
Sierra Club San Diego
EcoFest
Building Electrification Coalition
City of La Mesa Adult Enrichment Center
La Mesa Chamber of Commerce
La Mesa Village Association
La Mesa Rotary
City of La Mesa Boards and Commissions
La Mesa Park and Recreation Foundation
City of La Mesa Economic Development

Leucadia 101 Main Street
Encinitas 101 Main Street
Cardiff 101 Main Street
Encinitas4Equality
Encinitas Hispanic Community
Encinitas Chamber
South Bay Sustainable Communities Network
Community Through Hope
MANA de San Diego
County of San Diego Black Chamber of Commerce
Pilipino Worker Center
Philippine American Youth Organization
Solidarity Farm and Foodshed
Indian Health Council, Inc.
Goodwill Industries of San Diego County
California Rural Legal Assistance
Rotary Club of Fallbrook
Café Moto
San Diego EV Association
Hispanic Chamber of Commerce
SD County Rental Housing Association
SD Housing Federation
San Diego Tenants Union

## Appendix C

# Community-Based Organization Compensation Approach

### Purpose

As SDCP commits to equitably engaging and soliciting input from as many community members as possible, with a focus on Communities of Concern, it recognizes the value and expertise shared by local leaders, residents, and community-based organizations. Community-based organizations and community members are integral to informing the Community Needs Assessment and Community Power Plan. The approach below describes the framework for compensation for community-based organization partners for their help in co-hosting two rounds of listening sessions.

### Role of Community-Based Organization Partners in Listening Sessions

Community-based organization partners are integral to the engagement of community members during the development of the Community Power Plan. SDCP will work with community-based organization partners to co-host listening sessions to hear from community members about current energy service issues and local needs and priorities. Throughout the Community Power Plan engagement process, community-based organization partners will:

- Co-host two rounds of listening sessions, the first in July and the second in October 2022
- Help to customize the listening session discussion format
- Identify a location and/or place that will be convenient and accessible
- Recruit community members to participate (at least 10 and up to 30)
- Stay in communication with SDCP staff/the project team

### Selection of Community-Based Organization Partners for Co-Hosting Listening Sessions

Community-based organization partners for the listening sessions will be selected based on objectives reflecting geographic and demographic representation across SDCP's service area (i.e., Imperial Beach, Encinitas, La Mesa, Chula Vista, National City, and San Diego, and unincorporated San Diego County). Community-based organizations:

- Need to represent residents who live in communities historically underrepresented including those who live in Communities of Concerns as defined below or by SDCP's member agencies.
- Should serve communities across multiple member agencies in SDCP's service territory, when feasible.
- Need to geographically reach the communities they serve and have the trust of community members.
- Should have experience with community engagement and/or have an ongoing touchpoint with the community they serve (e.g., monthly meetings with community members).
- Need to be able to gather community members for a listening session.
- Should have relationships and established trust with community members.
- Should have an organizational focus on sustainability, social equity, environmental justice, energy, climate, housing, and/or similar field.

### Payment Amount and Schedule

Kearns & West will field, process, track, and provide payments in the form of a grant to community-based organizations for their participation in co-hosting the listening sessions. The compensation amounts, process, and timeline are outlined below.

### Compensation Amounts

SDCP has allocated \$20,000 for compensation to community-based organizations for co-hosting the two rounds of listening sessions. The compensation amount will be divided evenly among the community-based organizations partners (e.g., \$4,000 will be given to each community-based organization if a total of five community-based organizations participate).

### Compensation Process and Timeline

Within 30 days following completion of the second listening session, Kearns & West will process and send payment.

### **Agreement Process**

Kearns & West will issue a commitment letter that establishes the terms and commitments (reflecting the components of this approach) for the community-based organization director to sign and return.

# **San Diego Community Power Plan**

## **Phase 1: Listening**

### **Summary – Listening Sessions Co-Hosted with Community-Based Organizations**

September 15, 2022

**Prepared for**

San Diego Community Power

**Prepared by**

Kearns & West

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### Appendix

A – Casa Familiar Input

B – Project New Village Input

C – MAAC Input (North Session)

D – MAAC Input (East Session)

E – Art Produce Input

F – Chicano Federation Input

## 1. Overview

San Diego Community Power (SDCP) is developing a Community Power Plan (“CPP”) that will provide a decision-making framework to guide its strategy and development of local programs. Based on findings from a Community Needs Assessment, the CPP will guide investments in developing local renewable generation, demand reduction, storage, and other distributed energy resources in SDCP’s service territory.

The first phase of community engagement for the CPP focused on listening and information gathering about community priorities and needs around energy-related issues across different communities to inform the development of the community survey and CPP, including the Community Needs Assessment. SDCP co-hosted a first round of six listening sessions with community-based organizations in July and August 2022 to hear from a range of community members in Communities of Concern. A second round of listening sessions is planned for October/November 2022.

This summary documents the listening session objectives, community-based organization partners, when and where the listening sessions occurred, format, and the input themes from each session. Input from each listening session can be found in the appendices.

## 2. Objectives

The specific objectives for SDCP’s first round of listening sessions co-hosted by community-based organizations were to:

- Introduce SDCP as a long-term community partner that is able help meet community needs, with recognition that many communities have not been able to share in the benefits of clean energy customer programs and/or have been impacted by the power utility system
- Hear input and local knowledge regarding:
  - What communities are working on right now
  - Communities’ needs and challenges in general
  - How people see change affecting their communities, residents, local businesses, and schools
  - General concerns around electricity and power service
  - The kinds of power customer programs that could help community members meet their needs and accomplish community goals

## 3. Community-Based Organization Partners

### Selection Approach

In addition to the objectives for the listening sessions stated above, the approach for identifying community-based organization partners also considered a range of factors, including geographic and demographic representation across SDCP’s service area, including:

- Representation of residents who live in historically underrepresented communities, including those who live in Communities of Concern<sup>1</sup> or by SDCP's member agencies
- Service footprint with communities across multiple member agencies in SDCP's service territory, when feasible
- Experience with community engagement and/or have ongoing touchpoints with the community they serve (e.g., monthly meetings with community members)
- Ability to gather community members for a listening session
- Relationships and established trust with community members
- Organizational focus on sustainability, social equity, environmental justice, energy, climate, housing, and/or a similar field

Using this approach, the following five community-based organizations were selected to co-host six listening sessions: Art Produce, Casa Familiar, Chicano Federation, MAAC (2 sessions), and Project New Village.

## Community-Based Organization Compensation and Roles

Community-based organization partners are integral to the engagement of community members during the development of the CPP. SDCP provided compensation to the organizations for their time spent co-hosting the listening sessions and provided additional assistance for interpretation services, children's activities, food and drinks, gift cards for compensating participants' time, transportation, and other needs as suggested by the organizations.

The compensation agreements established the following roles for the community-based organization partners:

- Co-host two rounds of listening sessions, the first in July/August 2022 and the second in October/November 2022
- Help to customize the listening session discussion format
- Identify a location and/or place that would be convenient and accessible
- Recruit community members to participate (at least 10 people and up to 30)
- Stay in communication with SDCP staff/the project team

## 4. When and Where

The listening sessions were held in-person or virtually depending on the community-based organization's recommendation based on their community knowledge. Table 1 summarizes the listening sessions information, including the community-based organizations and the communities

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<sup>1</sup> Defined as the top 25% scoring areas from CalEnviroScreen, known as Disadvantaged Communities (DACs), as well as the additional census tracts identified by the Cities of [San Diego](#) and [Chula Vista](#) through their Climate Equity Index (CEI) reports. Specifically, the City of San Diego identified these census tracts as areas with very low, low, and moderate access to opportunity, whereas the City of Chula Vista defined them as the top 25% scoring areas within its own analysis. If other member agencies were to identify additional census tracts as the cities of San Diego and Chula Vista have done, SDCP would recognize those designations under the umbrella of Communities of Concern.

they represent or targeted for the listening sessions, date, time, and location of the sessions, estimated attendees, and languages the sessions were held in, including if interpretation was offered.

**Table 1: Listening Sessions Information**

Community-Based Organization and Geography	Date/Time	Location	Estimated Attendees	Language and Interpretation
<b>Casa Familiar (San Ysidro)</b>	Thursday, July 28, 2022 5:00-6:00 p.m.	El Salon 114 West Hall Avenue San Ysidro, CA 92173	35	Spanish with English interpretation
<b>Project New Village (Southeastern San Diego)</b>	Saturday, July 30, 2022 12:00-1:00 p.m.	Educational Cultural Complex 4343 Ocean View Blvd San Diego, CA 92113	45	English with Spanish interpretation
<b>MAAC (North County)</b>	Tuesday, August 9, 2022 6:00-7:00 p.m.	Virtual (Zoom)	30	Spanish with English interpretation
<b>MAAC (East County)</b>	Thursday, August 11, 2022 6:00-7:00 p.m.	Virtual (Zoom)	70	English with Spanish interpretation
<b>Art Produce (Mid-City San Diego)</b>	Thursday, September 8, 2022 5:30-7:30 p.m.	Art Produce Gallery 3139 University Ave San Diego, CA 92104	15	English
<b>Chicano Federation (Portside)</b>	Wednesday, September 14, 2022 10:00-11:00 a.m.	SDCCU North Park Branch 3180 University Avenue San Diego, CA 92104	15	Spanish with English interpretation

## 5. Listening Sessions

The following sections summarize the major input themes from each of the listening sessions. All input is documented in the appendices [Appendix A: Casa Familiar, Appendix B: Project New Village, Appendix C: MAAC (North Session), Appendix D: MAAC (East Session), Appendix E: Art Produce, Appendix F: Chicano Federation]. The discussion questions varied by discussion group depending on the meeting formats but generally covered the following:

- How can SDCP help you and your community?
- When it comes to electricity and energy at your house, what issues do you face?

- What programs do you use to reduce your electricity use or your electric bill?
- How is climate change affecting you?
- What interests you about renewable energy (i.e., clean energy or green energy)?

## Casa Familiar

### Format

The Casa Familiar listening session was held in Spanish with English interpretation and took place in person at El Salon, Casa Familiar's community theatre room. As participants entered, they were welcomed by Casa Familiar staff and the project team and asked to sign in. Participants were then invited to participate in an activity where they placed sticky dots on a board to indicate the climate and energy solutions that most interested them.

The listening session began with a short presentation about SDCP and the CPP process by SDCP staff and was followed by a Q&A and set of discussion questions. Participants were moved into three discussion groups that were facilitated by Kearns & West and SDCP staff, mainly in Spanish with assistance of bilingual team members and interpreters. Participants had the opportunity to provide input verbally while the facilitators took written notes.

### Input

Major input themes from the session are summarized below with all input received included in Appendix A: Casa Familiar Input.

- Key priorities identified by participants included:
  - Reduce the cost of electricity and expand program qualifications for different income ranges
  - Improve access to information about programs and resources on how to reduce electricity use
  - Improve community safety, security, lighting, and basic needs
  - Increase access to energy-saving resources such as more energy efficient appliances and efficient electric technology
  - Expanding access to solar panels for the community and schools
- Participants talked about how San Diego residents are facing high utility rates and bills, particularly low-income residents. Several expressed the need for more equity programs that are income-based and responsive to Communities of Concern.
- Access to educational resources to better understand Time-of-Use (TOU) rates and limiting energy usage during peak periods were identified as challenges. Inconsistent energy, especially when multiple appliances are running, was identified as another key concern.
- Some talked about using the California Alternative Rates for Energy (CARE) program and other low-income assistance programs with SDG&E. Other community members noted that they are mindful of their energy use and turn off lights and appliances when possible. In general, residents noted that they currently have limited information about available programs and expressed interest in receiving more information.

- Several community members stated that they are facing higher costs due to climate change, such as higher utility bills due to using air conditioning more frequently with rising temperatures. Others noted increased health impacts and concerns about water availability and natural disasters.
- Community members expressed interest in accessible, affordable, and sustainable renewable energy. Several residents also highlighted the community's ability to sell electricity and make money in the renewable energy transition.
- Community members noted general community improvements like better security, improved streetlights, improved quality of roads, lower cost public transportation, affordable cost of rent, and job training and career pathways.

## Project New Village

### Format

The Project New Village listening session was held in English with Spanish interpretation and took place in person as part of Project New Village's Health & Healing Summerfest event. As participants gathered, they were welcomed by Project New Village staff and the project team and asked to sign in. Participants were then invited to participate in an activity where they placed sticky dots on a board to indicate the climate and energy solutions they were most interested in.

The listening session began with a short presentation about SDCP and the CPP process by SDCP staff and was followed by a Q&A and set of discussion questions. Participants were asked to participate in a large group discussion facilitated by Kearns & West and SDCP staff. Participants had the opportunity to provide input verbally while the facilitator took written notes or write their input on sticky notes and place them on boards.

### Input

Major input themes from the session are summarized below with all input received included in Appendix B: Project New Village Input.

- Numerous community members expressed affordability and the need to reduce the cost of electricity and energy burden for communities as major issues. Some shared that residents are limited to SDG&E's service and that it should be a public-owned utility to lower delivery charges. Others identified peak Time-of-Use (TOU) hours as impractical for working people.
- Several community members expressed the need to create opportunities for community members to expand microgrids in their communities and/or go "off-grid", and provide education and opportunities for helping communities transition to more energy efficient appliances and technology.
- Some residents signed up for the CARE program, installed solar panels and enrolled in Net Energy Metering (NEM) through Grid Alternatives, noting the importance of partnerships with community-based organizations, community leaders, and other local efforts. They expressed the importance of expanding access to existing state programs.
- Community members expressed interest in providing support for home infrastructure upgrades and building electrification. They noted the importance of working underground powerlines for health, safety, and aesthetics reasons

- Some community members stated that they feel guilt from their increased energy consumption as they are using more air conditioning and energy to manage their home temperature with rising heat. Fears and anxiety were expressed about the future and impacts from natural disasters (e.g., flooding, heat, extreme weather) and the slowness of cities to act.
- Community members noted increased health impacts, such as asthma and other respiratory issues,. Several community members highlighted environmental justice, financial burdens, and higher costs of water, food, and energy as a result of climate change.
- Community members expressed interest in renewable energy because it will be sustainable and healthier.

## MAAC (North Session)

### Format

The MAAC listening session targeting North County community members was held in Spanish with English interpretation and took place virtually on Zoom. As participants joined, they were welcomed by MAAC staff and the project team.

The listening session began with a short presentation about SDCP and the CPP process by SDCP staff and was followed by a Q&A and set of discussion questions. Participants were moved into two breakout discussion groups, one facilitated in Spanish with English interpretation and one facilitated in English with Spanish interpretation. Participants had the opportunity to provide input verbally or via chat.

### Input

The following sections summarize the major input themes with all input received included in Appendix C: MAAC Input (North Session).

- Many community members expressed the need for education and information on what is impacting their electricity use, ways to reduce their electricity use, and how to understand their bills. Several attendees emphasized the importance of translating all materials and information provided.
- Several residents are using the California Alternative Rates for Energy (CARE) program and Low-Income Home Energy Assistance Program (LIHEAP), but some noted that they don't use CARE because they are homeowners or because they believe it should be used by those that need it most. Several community members expressed the need to expand the CARE program to include homeowners and to create easier access to CARE and other programs. Outside of customer programs, other participants shared that they reduce their energy use by using energy efficient appliances and using electricity for less time.
- With increases in heat and extreme weather events due to climate change, participants stated that they are using more air conditioning and utilizing cool zones (e.g., malls and libraries) when it is too hot to stay home.

## MAAC (East Session)

### Format

The MAAC listening session targeting East County community members was held in English with Spanish interpretation and took place virtually on Zoom. As participants joined, they were welcomed by MAAC staff and the project team.

The listening session began with a short presentation about SDCP and the CPP process by SDCP staff and was followed by a Q&A and set of discussion questions. The session was facilitated by Kearns & West and an interpreter. Participants had the opportunity to provide input throughout the session verbally, via chat, or by entering responses into a polling software (Poll Everywhere).

### Input

Major input themes from the session are summarized below with all input received included in Appendix D: MAAC Input (East Session).

- Community members emphasized the need to create local job opportunities in the renewable energy transition.
- Numerous community members expressed the high cost of electricity as a major issue and noted the importance of customer service. Participants also noted concerns over the weather.
- Some residents are using the California Alternative Rates for Energy (CARE) program and Low-Income Home Energy Assistance Program (LIHEAP). Several participants shared that they try to reduce their electricity use by unplugging electronics when not in use, limiting use of high consumption appliances, and by using natural light.
- Many community members stated that they are experiencing higher temperatures from climate change, and some shared that they are using their air conditioning more and thus more energy as a result. Concerns about weather, droughts, flooding, and impact to agriculture were noted as well.
- Community members expressed interest in renewable energy because it is a clean, stable energy source that is less polluting to the environment and provides benefits for future generations such as improved air quality, water quality, and public health benefits. They noted that more renewable energy also should result in more stable energy prices since it's reliable and not finite.

## Art Produce

### Format

The Art Produce listening session was held in English and took place in person at Art Produce's gallery. As participants entered, they were welcomed by Art Produce staff and the project team and asked to sign in. Participants were then invited to participate in an activity where they placed sticky dots on a board to indicate the climate and energy solutions that most interested them.

The listening session began with a short presentation about SDCP and the CPP process and was followed by a Q&A and set of discussion questions. Participants were moved into two discussion groups and had the opportunity to provide input verbally while project team members took written notes.

## Input

As of September 15, 2022, input is still being compiled from this session.

## Chicano Federation

### Format

The Chicano Federation listening session was held in Spanish with English interpretation and took place in person at Chicano Federation's office inside of the SDCCU North Park Branch building. As participants gathered, they were welcomed by Chicano Federation staff and the project team and asked to sign in. Participants were then invited to participate in an activity where they placed sticky dots on a board to indicate the climate and energy solutions they were most interested in.

The listening session began with a short presentation about SDCP and the CPP process and was followed by a Q&A and set of discussion questions. Participants were asked to participate in a large group discussion facilitated by the project team. They had the opportunity to provide input verbally while project team members took written notes.

## Input

As of September 15, 2022, input is still being compiled from this session.

# Appendix A

## Casa Familiar Input

### General Questions and Comments

- Are you taking solar (power) through the panels?
- Are you also providing gas?
- Do we have two different bills?
- What is the price difference between the two?
- When did the switch to SDCP happen?
- Will there be a low-income discount?
- Some solar panels aren't working with SDG&E programs.
- How can you change to an electric vehicle?
- Some people are being sold energy upgrades they can't afford.
- Is electricity in San Diego more expensive than other areas in California?
- Will there be another meeting to inform the community when SDCP decides on programs?

### Dot Activity Results: What types of energy and climate solutions would you be most interested in?

- Solar panels: 16
- All-electric appliances: 6
- Electric transportation and charging: 9
- More efficient appliances: 8
- Improved comfort through insulation, efficient windows, or other weatherization: 11
- Smart, internet-connected thermostats: 11
- More efficient lights: 7
- Batteries (energy storage): 2
- Other: 4

### How can SDCP help you and your community? (*¿Cómo puede SDCP ayudarlo a usted y a su comunidad?*)

- Change to energy-saving light bulbs for all of San Ysidro
- Ensure community members can use medical devices
- Improve access to energy-saving resources and appliances
- Improve air quality

- Improve security
- Improve the quality of roads and streets
- Job training and careers pathways
- Low-cost transportation
- Lower the cost of rent
- Make electric boilers available to help with electrifying panels
- More parking and parking structures
- More resources and technical assistance to help community members learn more about programs
- Programs for people with disabilities
- Provide solar panels to community members
- Reduce electricity use at home by using efficient appliances
- Reduce the cost of renewable energy
- Reduce the cost of transportation (electric vehicles) and provide support for community members to access electric vehicles
- Work with car dealerships to reduce costs
- Broaden the income ranges of who qualifies for programs (e.g., retired, middle income community members)
- Ensure people can access essential services such as laundry
- Improve security and police in communities
- Improve street lighting in communities
- Improve ways to help community members understand how to reduce electricity use
- Offer workshops and education on electricity use, bill reduction, tiers, and Time-of-Use (TOU) rates
- Provide better incentives for solar panels
- Provide support for LED lightbulb transitions and a home conversion appliance replacement program
- Provide the best prices
- Educate people about green/renewable energy and how to use it
- Education about energy efficient appliances to buy
- Help community members take advantage of programs and benefits
- Keep community members informed about programs
- Lower electricity prices

- Make solar panels in homes and apartments more available to help community members save money
- Provide education on how to save money and electricity
- Provide solar panels in schools
- It is important to value community voices.

**When it comes to electricity and energy at your house, what issues do you face?**  
*(Cuando se trata de electricidad y energía en su casa, ¿a qué problemas se enfrenta?)*

- High bills to maintain cool home
- Inconsistent energy – stove and lights don't always work (One community member noted that they live in a trailer with an electric stove, but many community members have stoves that are gas.)
- Lights dim, shut off, and the lightbulb color is too bright
- No blackouts or brownouts
- Washers and dryers use a lot of energy.
- Community members need more equity programs that are income-based and responsive to Disadvantaged Communities.
- It is difficult to understand the tiers and higher Time-of-Use (TOU) rates.
- Limiting the time of energy usage is challenging.
- Programs should prioritize social equity and focus on environmental justice communities.
- Car crashes into nearby light poles resulted in residents losing power. It took two years to repair the pole.
- Community members need support with buying energy saving lightbulbs.
- Some new light poles in front of residents' houses are not working.
- There should be a control on rate increases and a cap on rates.
- Transformers exploded in some communities and left them without power.
- When some customers receive their electricity bill, the rate is higher despite using the same amount of energy.
- When turning on multiple appliances, the lights dim or turn off. Some residents cannot run multiple appliances at the same time.
- All residents should qualify for lower cost (some residents that are homeowners don't qualify for programs and can't afford the bill/bill increases).
- Community members can't live without electricity (people need food in the fridge, clean clothes, etc.).
- Electricity bills have gone up.

- Some residents have to make tradeoffs between food and utilities to pay the bills.

### **What programs do you use to reduce your electricity use or your electric bill? (¿Qué programas utiliza para reducir su consumo de electricidad o su factura de electricidad?)**

- Disconnect appliances and chargers not in use
- Don't use hot water when the weather is hot
- Resident's children remind them to unplug anything not in use.
- Medical devices
- Residents noted that they use both gas and electric water heaters.
- Some community members' apartments pay for electricity and gas.
- Some customers are mindful of appliances aging.
- Turn off lights and appliances during peak times
- Use cool zones, or go to the pool or beach to avoid using energy in the home
- Use efficient light bulbs and windows
- Well-maintained electric plugs positively affect the operation of appliances.
- California Alternative Rates for Energy (CARE) program
- Family-based program
- Low-income programs
- Information about programs is important for some community members. They noted they don't have any information now.
- Live in Section 8 housing and don't have to pay for electricity
- Neighbors reduce use because of lost jobs (and inability to pay their high bills).
- Load washers with more to do fewer loads

### **How is climate change affecting you? (¿Cómo le está afectando el cambio climático?)**

- Air pollution increases allergies and eye irritation
- Drought; the community is drier and water is drying up.
- Homes feel suffocating from the heat and some residents are using more air conditioning as a result
- Less water in the estuary
- Loss of glacial ice habitat
- Loss of species
- Many animals are leaving their habitats because they are losing habitat.
- More hurricanes and tornados

- No rain/less rain than usual
- Outlets in some homes are heating up
- Sea levels rising
- Skin issues are increasing from the sun.
- Some residents are becoming dehydrated faster. They are changing their schedules based on the sun and heat.
- The number of earthquakes is increasing (some noted this is because of the increased heat)
- The weather is not as cold during the winter; some residents use their heaters less during winter.
- Wildfires
- Air pollution is increasing from cars.
- Climate change is expensive and many community members are facing other social and income-related issues.
- Energy bill increases due to running the air conditioning more
- Heat island effect; some communities need more trees and canopy to counter this.
- Increased gas use
- Increased stress on low-income communities as a result of climate change
- Asthma and other chronic illnesses are occurring more commonly.
- Cars are overheating.
- Increased use of fans in summer and heaters during winter
- Kids get sick, are stressed out, and are upset when it is hot.
- Smog is increasing.
- Some community members haven't turned on air conditioning because it is expensive despite being very hot in the home.
- The Tijuana River and landfill smells get worse when the temperature rises.

**What interests you about renewable energy (i.e., clean energy or green energy)? (¿Qué le interesa de la energía renovable (es decir energía verde o limpia)?)**

- Accessible to community
- Green energy is life.
- It recuperates the earth.
- There is less pollution as a result.
- Affordable transition
- Community's ability to sell electricity and make money

- Electric vehicle stations and access in the community
- It will be a sustainable system.
- The cheapest option is of interest.
- It seems that it will cost less.
- We need more information about renewable energy.

## Appendix B

### Project New Village Input

#### General Questions and Comments

- Can there be a cap on bill/rates?
- Is SDCP advocating for customers in Sacramento?
- Is SDCP advancing local energy development to reduce transmission costs?
- SDCP needs to make the local investment.
- What is delivery charge vs. generation charge?
- Is SDCP an alternative to SDG&E? Do I still need SDG&E for delivery?
- Are you here to hear from us about where we want solar?
- Even when SDG&E is reprimanded, they keep raising rates.
- What programs will reduce my delivery fee?
- Is there a plan for policy advocacy? How does the community and those connected to it help?
- Why does SDG&E still have to be in the equation (delivery fee)?

#### Dot Activity Results: What types of energy and climate solutions would you be most interested in?

- Solar panels: 8
- All-electric appliances: 5
- Electric transportation and charging: 6
- More efficient appliances: 4
- Improved comfort through insulation, efficient windows, or other weatherization: 4
- Smart, internet-connected thermostats: 2
- More efficient lights: 2
- Batteries (energy storage): 2
- Other: 4 (reasonable public transit, reduce vehicle miles)

#### How can SDCP help you and your community?

- Be able to afford additional lights
- Be intentional with outreach and expand who outreach is done with
- Cooling centers so community members don't have to turn on air conditioning at home (provide cooling centers that are open after hours)
- Create programs to help customers meet challenges and help them understand bills

- Don't let San Diego renew the SDG&E 10-year franchise deal
- Help community members examine their solar options
- Expand the number of people in the conversation
- Expanding or making programs like Solar on Multifamily Affordable Housing (SOMAH) accessible to apartment owners (change the policy)
- Focus on CalEnviroScreen areas (they should be the first priority for alternative energy)
- Give money to those most in need to reduce environmental impact
- Help everyone get off the grid
- Help community members assess solar options and understand options besides the bigger companies
- Home infrastructure upgrades and panel upgrades
- Invest in building electrification
- Lowering delivery charge
- Map cooling centers
- Microgrids/off-grid solutions
- Microgrid capacity building for community-based organizations
- Microgrids in Communities of Concern
- Minimize transmission
- New construction should include renewable energy.
- Partner with environmental leaders, community leaders, and other local efforts
- Create policies to ensure a just transition
- Prioritize solar locally
- Reduce the energy burden for communities
- Sell power to SDCP (instead of buying power)
- Underground power lines in communities – it is healthier and improves aesthetics
- Help community members with understanding bills and provide technical assistance
- Ensure community members can leave lights on for safety without being afraid of high bills

### When it comes to electricity and energy at your house, what issues do you face?

- Affordability
- Residents are limited to SDG&E. Make it a public-owned utility.
- Peak Time-of-Use (TOU) hours are not practical for working people.

- California Alternative Rates for Energy (CARE) program participants are excluded from TOU rates.
- Conduct a feasibility study for San Diego for public power and meeting the requirements

### What programs do you use to reduce your electricity use or your electric bill?

- Solar panels and Net Energy Metering (NEM) make differences in bills – used Grid Alternatives. Provide grants to help people. (2 comments)
- Grants for panel and home infrastructure upgrades (e.g., solar)
- CARE program to ensure residents have the same bill or a stable bill

### How is climate change affecting you?

- Kids have more asthma at earlier ages.
- Hotter weather and fewer cool temperatures in the evenings; it is more uncomfortable in homes, especially for residents with no air conditioning.
- Algae blooms are increasing, which impacts the drinking water. Algae blooms are affecting the water and increasing costs.
- The cost of air conditioning is too high/residents are running air conditioning more.
- Some residents are changing when they do laundry to manage costs.
- The water is warmer.
- Food insecurity due to higher prices
- Increases in wildfires
- Ecological anxiety and concerns for the future
- Some residents feel a sense of guilt for their consumption and energy use.
- Fears for the future and more people experiencing climate disasters
- Anxiety about climate change and the slowness of the City of San Diego Climate Action Plan
- Some community members are driving more because it's too hot to walk or bike.
- Flooding and extreme weather events are affecting families
- Climate change is affecting everyone through environmental justice, financial burdens, higher costs of water, food, energy, and many others.

### What interests you about renewable energy (i.e., clean energy or green energy)?

- Clean/green energy are healthier options.
- It allows for self-sustainability/ownership.

## Appendix C

### MAAC Input (North Session)

#### General Questions and Comments

- Is this a new project in partnership with SDG&E?
- Will all San Diego County have the option to change to this new program and starting when?

#### How can SDCP help you and your community? (*¿Cómo puede SDCP ayudarlo a usted y a su comunidad?*)

- Help us find ways to reduce electricity use at home with more efficient electronics.
- Bring more knowledge to community
- Interpret in different languages
- Explain the SDG&E bill
- People are not sure where all of the energy they are consuming is coming from.
- Offering community knowledge of bills and how to find ways to reduce energy bills would be very helpful.
- I agree with transparency on what's being billed.
- How can solar power be an option for schools and healthcare facilities? Creating a win-win
- I agree about knowledge.

#### When it comes to electricity and energy at your house, what issues do you face? (*Cuando se trata de electricidad y energía en su casa, ¿a qué problemas se enfrenta?*)

- How to keep the level of use low when everything in our apartments is electric
- Unplug electronics when not in use and choose the right LED bulb
- Knowing whether fans or air conditioning takes more energy
- When and for how long can I use certain types of (cooling options)
- Why don't you partner with the City of Chula Vista and the Nature Center? Make it more effective even for people who pay rent on the lease?
- At times the bills are so high.

#### What programs do you use to reduce your electricity use or your electric bill? (*¿Qué programas utiliza para reducir su consumo de electricidad o su factura de electricidad?*)

- I once bought energy efficient appliances that use less energy, like a washing machine.
- I sometimes minimize the rate at which I fast to save energy. I basically cook fast food.

- California Alternative Rates for Energy (CARE) program
- CARE program really helps; it's there if you need it.
- Does not use CARE; they are young and able to work, so as a family feel like they should leave those resources to people who are in even more need
- Does not use CARE
- Homeowners pay more than low-income or people who don't have low incomes. Both parties need help in the CARE program.
- Many people don't think they'll qualify and don't want to go through the hassle of getting documents.
- For a lot of communities, language is a barrier.
- Low-Income Home Energy Assistance Program (LIHEAP) has really been helping so far in providing assistance to low-income families.

### How is climate change affecting you? (*¿Cómo le está afectando el cambio climático?*)

- Using air conditioning much more
- Climate change is affecting everyone
- People go places like malls and libraries to cool down
- Extreme weather events

### What interests you about renewable energy (i.e., clean energy or green energy)? (*¿Qué le interesa de la energía renovable (es decir energía verde o limpia)?*)

- Really important that SDG&E promote their use of clean energy

## Appendix D

### MAAC Input (East Session)

#### How can SDCP help you and your community?

- Creation of local jobs
- To create jobs
- To have better lighting for more security within the communities (Tener mejor alumbrado para más seguridad en la comunidad .
- Creating more jobs
- It would help most low-income families with sustainability.
- Be able to give quick responses to complaints
- Make services cheaper
- Creating job opportunities
- Cleaner and renewable power to support healthier communities
- Creation of jobs
- Due attention should be given priority
- Prioritize employment of locals
- I think creating job opportunities and paying necessary attention to details

#### When it comes to electricity and energy at your house, what issues do you face?

- High cost (9 comments)
- Weather (2 comments)
- Improve electricity
- High voltage
- Large consumption rate of electricity by some machines
- Grid modernization

#### What programs do you use to reduce your electricity use or your electric bill?

- California Alternative Rates for Energy (CARE) program through SDG&E
- The electricity bill is included in my apartment, but we are still trying to reduce electricity usage.
- Adjust my appliances' temperature (e.g., refrigerator)
- Unplug unused electronics
- Reduce some power
- Turning off high-consumption electric appliances

- Using natural light
- Low-Income Home Energy Assistance Program (LIHEAP) through SDG&E
- Avoid using high energy consumption machines (e.g., washing machine)
- Turning off appliances when not in use
- Power reduction (2 comments)
- Taking shorter showers
- Use LED bulbs
- Using natural light (2 comments)

### How is climate change affecting you?

- Higher temperatures
- It is a significant impact because of the heat it requires the need to use air conditioning more often, which uses more energy.
- More health risks
- Take more showers (more water consumption)
- Seriously
- Fairly at the moment (2 comments)
- Not so much
- Not too bad
- Temperature is a bit unfriendly. It has been a bit high for me. I do not know if everyone feels the same way.
- Higher electrical bills and blackouts
- I am surely not a friend of high temperatures and that is exactly what I experienced recently. I feel a lot of discomfort.
- Climate change has led to a scarcity of water, seasons of drought, and excess flood, which affected agricultural activities and caused loss of food, and affected animals. Those in agriculture know better.
- High electricity
- Weather is unfriendly at the moment.
- High temperature

### What interests you about renewable energy (i.e., clean energy or green energy)?

- Have a better quality of energy for a better future of our children
- That it provides a path to end our dependence on fossil fuels
- Clean air
- It is absolutely clean.

- It is ecosystem friendly.
- Zero carbon emissions
- It's environmentally comfortable.
- It's certainly clean.
- No pollutants (2 comments)
- They don't emit greenhouse gasses.
- Reduces carbons emission
- Clean air and water (2 comments)
- Promote sound health
- Less polluting to the environment
- No carbon emissions polluting the atmosphere
- Green Energy: Because it creates stable energy prices
- It never runs out.
- Stability
- It is reliable
- Improve public health
- It reduces pollution and ensures a clean environment, thereby preventing some diseases that could spread due to a polluted environment.
- Has less effect on global warming
- Increase clean energy production

## Appendix E

### Art Produce Input

The listening sessions was held September 8, 2022 at 5:30 p.m. and as of the writing of the September 22, 2022 Board of Directors meeting staff report, input is still being compiled from this session.

## Appendix F

### Chicano Federation Input

The listening sessions was held September 14, 2022 at 10:00 a.m. and as of the writing of the September 22, 2022 Board of Directors meeting staff report, input is still being compiled from this session.

# San Diego Community Power Plan

## Phase 1: Listening

### Unincorporated Communities Pop-Up Engagement Summary

September 15, 2022

Prepared for

San Diego Community Power

Prepared by

Kearns & West

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### Appendix

A – Borrego Springs Input

B – Dulzura Input

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D – Lakeside Input

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## 1. Overview

San Diego Community Power (SDCP) is developing a Community Power Plan (“CPP”) that will provide a decision-making framework to guide its strategy and development of local programs. Based on findings from a community needs assessment, the CPP will guide investments in developing local renewable generation, demand reduction, storage, and other distributed energy resources in SDCP’s service territory.

The first phase of community engagement for the CPP focused on listening and information gathering about community priorities and needs around energy-related issues across different communities to inform the development of the community survey and CPP, including the community needs assessment. SDCP conducted six pop-up engagements throughout unincorporated San Diego County in July and August 2022 to get the word out about SDCP and hear from a range of community members who have not yet been enrolled in SDCP’s service.

This summary documents the pop-up engagement objectives, when and where the pop-up engagements occurred, format, and input themes. Input from each pop-up engagement can be found in the appendices.

## 2. Objectives

The specific objectives for conducting pop-up engagement in unincorporated San Diego County during Phase 1: Listening were to:

- Begin to build relationships and communication channels with communities in the unincorporated areas, including learning about their goals, priorities, and needs.
- Introduce SDCP and its 2023 rollout.
- Solicit input for the development of the Community Needs Assessment and CPP.
- Target engagement of Communities of Concern<sup>1</sup> and seek engagement across the unincorporated areas, recognizing that goals, priorities, and needs may vary geographically.

## 3. When and Where

For the purposes of pop-up engagement, unincorporated San Diego County was organized into four sub-areas as displayed in Figure 1: North, Central, South, and Desert. At least one pop-up engagement was planned in each sub-area for geographic representation. Most pop-up engagements took place at County libraries on busy days recommended by library staff or during food distribution events to target individuals from Communities of Concern. Table 1 includes the pop-up engagement locations by sub-area, dates and times, event information, estimated engagement number, and if a bilingual outreach team was present.

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<sup>1</sup> Defined as the top 25% scoring areas from CalEnviroScreen, known as Disadvantaged Communities (DACs), as well as the additional census tracts identified by the Cities of [San Diego](#) and [Chula Vista](#) through their Climate Equity Index (CEI) reports. Specifically, the City of San Diego identified these census tracts as areas with very low, low, and moderate access to opportunity, whereas the City of Chula Vista defined them as the top 25% scoring areas within its own analysis. If other member agencies were to identify additional census tracts as the cities of San Diego and Chula Vista have done, SDCP would recognize those designations under the umbrella of Communities of Concern.

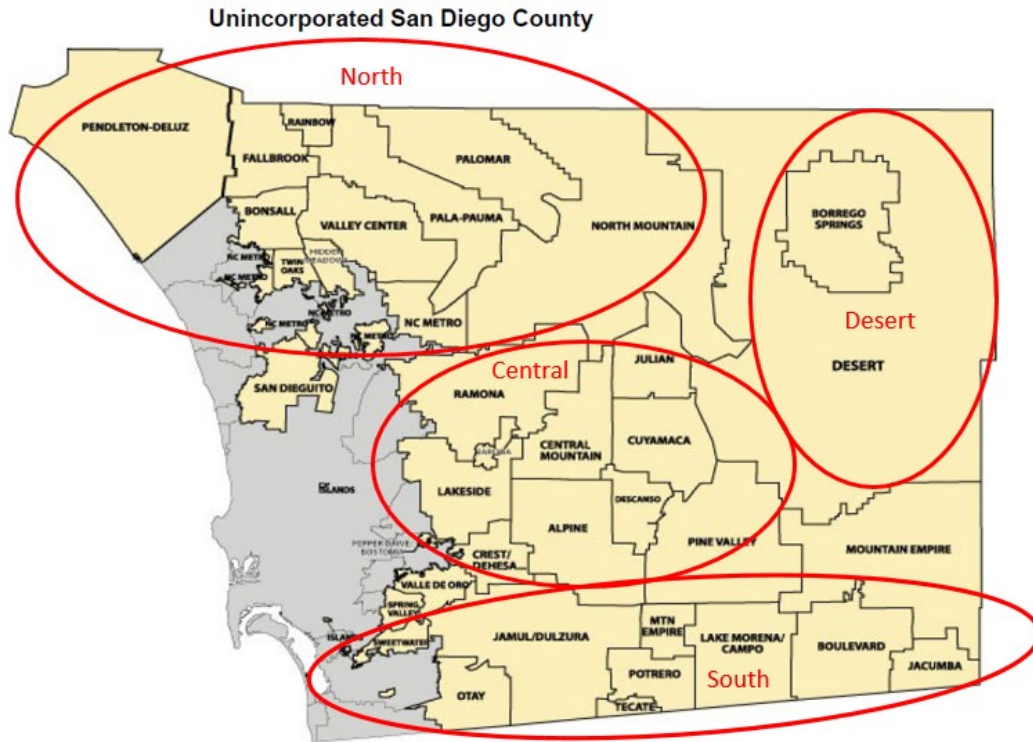


Figure 1: Pop-Up Engagement Sub-Areas

Table 1: Pop-Up Engagement Details

Sub-Area	Location	Date/Time	Event	Estimated Engagement Number	Bilingual Outreach Team
Desert	<b>Borrego Springs Library</b> 2580 Country Club Rd. Borrego Springs, CA 92004	Tuesday, August 2, 2022 12:00-5:00 p.m.	General Tabling and Presentation	10 members of the public	Yes
South	<b>Dulzura Mini Market/Post Office</b> 17023 Highway 94 Dulzura, CA 91917	Saturday, July 23, 2022 12:00-3:00 p.m.	General Tabling	15 members of the public	Yes
Central	<b>Julian Library</b> 1850 Highway 78 Julian, CA 92036	Wednesday, July 27, 2022 9:00-11:00 a.m.	Tabling during Food Distribution	20 members of the public	Yes

<b>Central</b>	<b>Lakeside Library</b> 9839 Vine St. Lakeside, CA 92040	Thursday, July 21, 2022 1:00-4:00 p.m.	General Tabling	25 members of the public	Yes
<b>Central</b>	<b>Ramona Library</b> 1275 Main St. Ramona, CA 92065	Tuesday, July 26, 2022 2:00-5:00 p.m.	Tabling during Food Distribution	25 members of the public	No
<b>North</b>	<b>Valley Center Library</b> 29200 Cole Grade Rd. Valley Center, CA 92082	Wednesday, August 3, 2022 12:00-3:00 p.m.	Tabling during Food Distribution	5 members of the public	Yes

## 4. Format

Each pop-up engagement had the same format. An outreach team set up flipcharts with discussion questions and a table with information about SDCP and giveaways. Team members recorded input from community members on the flipcharts. A form was also made available if community members preferred to write their answers to the discussion questions.

The following questions were asked during the pop-up engagements:

- What is your community working on right now?
- When it comes to electricity and power at your house, what issues do you face?
- What kinds of customer energy programs could help you and your community?

## 5. Input

The following sections summarize the major input themes from each of the pop-up engagements. All input is documented in the appendices (Appendix A: Borrego Springs, Appendix B: Dulzura, Appendix C: Julian, Appendix D: Lakeside, Appendix E: Ramona, Appendix F: Valley Center).

### Borrego Springs

- It is very hot in Borrego Springs during the summer months leading residents to flee the area. Fulltime residents may be faced with health risks if they do not keep their air conditioners on, resulting in very high energy bills due to increased energy use and summer rates. People want SDCP to support switching to efficient air conditioning appliances like mini-split heat pumps.
- Many residents cannot afford increased bills. Education about how energy use affects bills would be helpful.
- Residents want to see programs that support lower energy bills (e.g., summer energy bill rebates, smart thermostats, energy efficient appliances, affordable solar).

- Power outages are a frequent issue, causing residents to be without power for hours at a time. People expressed interest in rebates for backup generators and solar batteries, as well as going off-grid entirely.

## Dulzura

- Dulzura is on a well water system and there are concerns over limited water availability with population growth and new development.
- The main issues that people face are high energy costs, wildfire threat, and power outages that can last for days when a wildfire is in the vicinity.
- Residents are interested in solar assistance programs. There are concerns about the right available options, interconnection, and solar for apartments.
- People expressed interest in electric vehicles and charging stations. There is specific interest in larger electric vehicles and electric vehicles that have extended range and increased towing capacity.

## Julian

- Power outages can last for days when a wildfire is close by, affecting residents' access to services, some of which are already limited due to Julian being a small town (e.g., losing food in freezers, access to well water, gas stations closing, ATMs not functioning).
- Barriers for accessing solar include the high price of solar installation, not having a suitable property due to too much shade, living in a mobile home, and being a renter.
- Residents noted that they are seeing many problems and scams related to solar and want a trusted source for solar installers.
- Residents are interested in assistance programs for backup generators, battery storage, electric vehicles and charging stations, and solar.
- Residents also noted the need for improved public transportation service.

## Lakeside

- The main issues people face relate to high and unstable energy bills. Low-income residents aren't able to afford their monthly bills.
- There are concerns associated with electric vehicles (e.g., electric vehicles not having enough range, high replacement battery costs, and lack of charging stations).
- Housing costs are high and renters are not able to access solar or take advantage of energy savings programs.
- Residents are interested in programs that provide energy discounts, incentivize solar, energy efficient appliances, access to electric vehicle adoption, and recycling/composting.
- Lower housing and public transit costs were also identified as interests.

## Ramona

- Many residents face high energy bills and rate increases, especially during the summer months. Air conditioning is necessary, but some are forced by financial constraints to not use their air conditioners and suffer in the heat to limit their energy bills.
- Power outages are an issue. Some people are interested in additional support being provided during blackouts/brownouts (e.g., medical aid).
- People expressed interest in programs for low-income residents that provide bill discounts and incentivize energy efficient appliances, as well as programs aimed at saving energy during the summer.
- Residents are interested in incentivizing solar for homeowners and renters.

## Valley Center

*Please note that engagement was very low at the Valley Center event and therefore the input does not reflect a range of community perspectives.*

- The Valley Center community is working on water access and resiliency efforts for drought.
- Residents face issues with solar panels and not having access to solar on mobile homes.
- One person was interested in direct solar installation from SDCP instead of having to go through solar companies.

## Appendix A

### Borrego Springs Input

#### What is your community working on?

- Being off the grid completely
- Residents and businesses leave in the summer because rates are so high; it is cheaper to rent a place elsewhere.
- Helping the food banks with donations

#### When it comes to electricity and power at your house, what issues do you face?

- High power bill and increasing costs
- Costs of bills
- Hot and have to keep the air conditioning running, resulting in \$1,000 monthly bills
- Too expensive
- Don't know when electricity is more expensive during the day (Time-of-Use rates)
- Power outages
- Solar for renters
- Costs

#### What kinds of customer energy programs could help you and your community?

- Backup generator rebate programs
- Solar programs that are affordable
- If I knew more about programs, I would apply.
- Smart thermostat programs
- Energy saving programs/education
- Backup power for cool zones (e.g., library) during planned outages
- Solar battery rebate programs

### Presentation Input

- SDCP should offer programs specifically to help subsidize summer energy costs for fulltime Borrego Springs residents. Air conditioning is lifesaving, and many cannot afford to turn it off during summer for health reasons. Some will turn off their air conditioning to save power but it's a huge health risk because of the heat (e.g., strokes).
- Rebates could go a long way in helping residents (only about 1,500 people who live in Borrego Springs full-time).
- SDCP could help support people switching to more efficient air conditioning units such as mini splits.

- Some people are willing to pay for energy costs, but Borrego Springs residents might not be able to take on additional cost increases.
- Energy bills are not clear; concern for people who cannot afford electricity – with inflation, gas prices, etc., people are having trouble paying for food. Want to make sure that bills do not rise above what people are already paying.
- Suggested doing more outreach in the fall to connect with more people (many people leave during the summer) – “Borrego Days” hosted by the Chamber of Commerce (October 22<sup>nd</sup> and 23<sup>rd</sup> this year) is a huge event that brings in a lot of people from the backcountry.
- Interested in if SDCP would support Borrego Springs getting off the grid entirely (referenced a community in Julian that is complete off the grid)
- There are a lot of power outages – sometimes there are up to 4-hour or longer delays for the power to turn back on since SDG&E does not have someone stationed in Borrego Springs (transmission issue, not generation). It would be helpful for residents to have backup home batteries for outage events.
- Resiliency is connected to heat and impacts to health.
- SDG&E did offer a program for people to purchase home generators, but the cost was not affordable.
- Suggestion for SDCP to present to the Infrastructure Committee in the fall

### Additional Notes

- None

## Appendix B

### Dulzura Input

#### What is your community working on?

- Fire readiness and informational programs where people assess residential properties and offer grant funding
- People living the best they can while dealing with rising prices (“Bidenomics”)
- Shaping the cowboy culture of the Old West
- Leaving food donations at the post office
- Dulzura is on a well and there is only so much available water before there is a need to go deeper.
- With population growth, natural resources such as water are limited.
- Concern that the new Border Patrol Station will be taking all the water
- Population growth is an issue.

#### When it comes to electricity and power at your house, what issues do you face?

- Purchased solar and having trouble hooking it up
- Don’t like SDG&E’s agenda
- Whether or not to hook-up the jacuzzi
- Concern about which solar option to go with
- Cost is way too high
- Cost of power is up
- Brownouts/blackouts
- Accessing solar on apartments
- Comfort while sleeping (need air conditioning during summer)
- Live in an RV, but will pass along SDCP’s information to tenants
- High price of electricity
- Another person who owns solar
- Blackouts that could last for days every time there is a fire in close vicinity

#### What kinds of customer energy programs could help you and your community?

- Assistance getting solar – specifically interested in receiving clean energy
- Feed-In Tariff program
- Extended range for electric vehicles
- Large electric vehicles

- Towing capacity of electric vehicles
- More charging stations
- We are far behind in requiring solar on new buildings.
- Excited that they won't be relying on SDG&E
- General interest in the types of renewable energy SDCP is using
- Opted out of SDCP

### Additional Notes

- Encountered many homeowners with solar panels (5+)
- Post office patrons were easier to engage than people who showed up to the market for lunch.

## Appendix C

### Julian Input

#### What is your community working on?

- More bike trails
- County took over Jess Martin Park
- Volunteer who helps feed veterans and offers repairs to their homes
- Julian and Borrego Springs recently received a Dark Sky Place designation – the initiative supports maintaining a dark sky by limiting lighting and encouraging programs to reduce energy so that people can enjoy the stars and the initiative supports wildlife
- Julian Natural Wonderfest on August 20<sup>th</sup> – astronomy/educational event with a lot of environmental organizations represented
- Recent designation of Volcan Preserve

#### When it comes to electricity and power at your house, what issues do you face?

- Power outages
- Lost freezer during brownout
- Wanted solar but has too much shade on their property
- Power outages lead to not being able to access water from wells, medical issues, inability to feed animals, gas stations closing, and ATMs not working – very unsettling issues
- Investment in generators
- Power outages
- SDG&E will turn off power for days in a heartbeat with concerns of fire
- Crop season looks two months ahead, blooming sooner and then drying up
- Choosing to move and scale down house to get solar
- High costs and not being able to access solar as renters
- Received a free SDG&E generator, which offers peace of mind for animals, food, etc. – although have heard other people in Julian say they don't qualify for the free generator
- Rely heavily on air conditioning during the summer months

#### What kinds of customer energy programs could help you and your community?

- Limited by only one gas station
- When electricity goes out, gas stations and ATMs close.
- Would like a generator
- Switch to 100% LED bulbs
- Backup battery

- Mobile homes can't access solar
- Better bus service
- Replace solar panels that have reached their lifeline
- Battery storage to reduce energy
- Ability to be off the grid during peak hours to save money
- Fee reduction
- Solar programs for renters
- Electric vehicle charging stations
- Solar companies you can trust – people are facing too many problems and scams.
- Proudly off the grid (Cuyamaca Woods is not connected to SDG&E)
- Buying a house and can't afford solar
- As an uneducated senior, paying bills on public assistance is very difficult.
- Wish they could afford an electric vehicle
- Invest in sand batteries

### Additional Notes

- Residents were friendly, talkative, and easy to engage with and outreach team was well received by library staff.

## Appendix D

### Lakeside Input

#### What is your community working on?

- Electronics recycling at Albertsons
- Supporting the homeless by personally giving food away
- Upgrades to lake
- Electric car stations at Lakeside Library
- New zero-emission Lakeside Library
- A lot of people have invested in solar in Lakeside.

#### When it comes to electricity and power at your house, what issues do you face?

- High bills
- How much they will owe now that their household is on solar
- There isn't always power available while camping.
- Financial support
- We don't want to pay more on our bill.
- Electric vehicles don't have enough range.
- Electric vehicle cost for battery replacement is not sustainable.
- Not enough electric vehicle charging stations
- Inefficient and wasteful (referencing solar/clean energy)
- Being a renter is a barrier to solar.
- Low-income resident can't afford their monthly bill.
- Renter can't take advantage of energy savings programs because property owner isn't interested
- Net energy metering – tax on solar
- Cost – they have their energy on all the time
- Excessive energy use for cooling and medical needs

#### What kinds of customer energy programs could help you and your community?

- They saved for a long time to purchase solar infrastructure and took advantage of tax savings.
- Afraid of roof issues connected to solar
- Putting up windmills and solar panels
- We have solar and have no complaints – it's a major cost savings.

- Composting
- Incentive to replace water heater
- Not enough incentives for solar
- Planting trees
- Rebates on electric vehicles
- Bringing portable solar panel batteries while out
- Maintaining low-income discounts with SDCP's service
- Financial support and distribution of solar panels
- Can't get through to the support programs that they qualify for
- More efficient energy appliances
- Community grants for access to electric vehicles
- Ways to recycle that are more ecological
- Getting surcharge for electric vehicle registration
- Lowering rent
- Investing in home solar power
- Solar for low-income individuals
- Public transit should be more affordable
- Caps on rent
- Expansion on community engagement/town hall for ideas

### Additional Notes

- At least 6-8 homeowners that we spoke to have solar.
- Staff members at the library received the outreach team very well.

## Appendix E

### Ramona Input

#### What is your community working on?

- I don't know.
- Building more homes and stores
- Proposal for a skate park
- Schools providing meals
- Library is the hub of the town, a lot of resource groups come here to table
- Celebrating National Night Out soon with a safety/police focus
- PATH is providing resources for those who are unsheltered and families in need
- Senior Center and Boys & Girls Clubs provide community activities and support

#### When it comes to electricity and power at your house, what issues do you face?

- Tries to keep energy off as much as possible
- Bills decreased from \$250 to \$45 in one month since they hardly keep the energy on (i.e., they are financially forced not to)
- Has no money to pay the energy bill
- High price
- Cost
- The need for air conditioning and heat, but it is too expensive
- Not happy about rate hikes
- They have solar, but even with a tenant, the cost is too high.
- On low-income program and not able to use electricity between 4:00-9:00 p.m. – their monthly bill was \$433
- The price
- The bills are going up, especially during this heat. In years past, they could pay their bill, but now they choose to endure and suffer by not using electricity/air conditioning.
- Charging stations for electricity
- High electric bill – they are 83 years old and keep their air conditioning off until they can't handle it to save money.
- Has solar and updated air conditioning to connect with solar
- Medical dependency; power outage concerns
- With all electric appliances, the bill is too high. With a 9-5 job, you come home at peak hours and using electricity can't be avoided.
- It's pricey, especially during summer and winter and with tenants driving up the prices.

- As a landlord, there may be limited space for installing solar.

### What kinds of customer energy programs could help you and your community?

- Summer programs that support energy savings
- Medical aid during power outages
- Economic support
- Information on how to save energy – targeting the Latino community
- Would like to see SDG&E go out of business
- Solar and wind energy
- Level Pay Program roll-over
- Programs that are severely discounted and handle back payments
- Energy efficient appliances – recommendations of brands on heaters and portable air conditioning units
- Programs for low-income residents
- Landlords incentivized to install solar
- Upgrade with energy efficient appliances
- Financial support for solar
- LED flood lights
- Free solar
- Support during brownouts/blackouts
- Want to feel the difference in price
- No change to SDG&E CARE Program, even though it was \$433 last month
- Access to solar panels for renters
- Financial support for solar
- More credible solar companies – company messed up their roof and isn't taking responsibility
- Homeowner would like solar
- Wants clean energy as long as all of the other pieces are thought through
- As long as SDCP doesn't affect the bill
- Protection from SDG&E surcharges/unknowns
- Would like landlord to invest in solar as a renter

### Additional Notes

- Overall great outreach event – outreach during food distributions allowed for even more engagement.
- A couple of people mentioned that they are locked out of their electricity during peak hours.

- Librarian who also played the role as the food pantry host introduced incoming people to the outreach team as their community partner.

## Appendix F

### Valley Center Input

#### What is your community working on?

- Water access and resiliency efforts for drought

#### When it comes to electricity and power at your house, what issues do you face?

- Mobile/manufactured home, can't add solar
- Solar
- Solar panel issues

#### What kinds of customer energy programs could help you and your community?

- For SDCP to provide solar directly, provide direct installation from SDCP to avoid having to work with solar companies

#### Additional Notes

- None

# **San Diego Community Power Plan**

## **Phase 1: Listening**

### **Public and Business Listening Workshops**

#### **Summary**

September 15, 2022

**Prepared for**

San Diego Community Power

**Prepared by**

Kearns & West

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### Appendix

A – Local Businesses Input

B – Key Stakeholders Input

C – General Public Input

## 1. Overview

San Diego Community Power (SDCP) is developing a Community Power Plan (“CPP”) that will provide a decision-making framework to guide its strategy and development of local programs. Based on findings from a Community Needs Assessment, the CPP will guide investments in developing local renewable generation, demand reduction, storage, and other distributed energy resources in SDCP’s service territory.

The first phase of community engagement for the Community Power Plan focused on listening and information gathering about community priorities and needs around energy-related issues across different communities to inform the development of the community survey and CPP, including the Community Needs Assessment. SDCP hosted five listening workshops in July and August 2022 to hear from a broad spectrum of community members including local businesses, key stakeholders, and the general public.

This summary documents the workshop objectives and meeting details, notification and outreach methods, format, and input themes. Input from each workshop can be found in the appendices.

## 2. Objectives

The listening workshops were targeted at three groups: local businesses (two sessions – one in the morning and one in the afternoon to allow for attendance flexibility), key stakeholders (one session), and the general public (two sessions – one in English with Spanish interpretation and one in Spanish with English interpretation). For all listening workshops, the general objective was to introduce SDCP as a long-term community partner that can help meet community needs, with a recognition that many communities have not been able to share in the benefits of clean energy customer programs and/or have been impacted by the power utility system.

The specific objectives for the **local businesses** listening workshops were to hear input and local knowledge regarding:

- What discussions local businesses are having around energy
- Energy trends in the region’s business sector
- Businesses’ evolving energy needs
- The kinds of power customer programs that could help local businesses meet their needs and accomplish their goals

The specific objectives for the **key stakeholders** listening workshop were to hear input and local knowledge regarding:

- What discussions major businesses/institutions are having around energy
- Energy trends in the region’s business sector
- Businesses’/institutions’ evolving energy needs
- The kinds of power customer programs that could help major businesses/institutions meet their needs and accomplish their goals

The specific objectives for the **general public** listening workshops were to hear input and local knowledge regarding:

- What communities are working on right now
- Communities' needs and challenges in general
- How people see change affecting their communities, residents, local businesses, and schools
- General concerns around electricity and power service
- The kinds of power customer programs that could help community members meet their needs and accomplish community goals

### 3. When and Where

The listening workshops were held virtually on the Zoom platform. Table 1 includes the target audience, dates, and times for each workshop, estimated attendees, and language the workshops were held in, including if interpretation was offered. Sessions were held on different days and times of the week to provide options and optimize convenience for participants.

**Table 1: Listening Workshops Information**

Workshop and Target Audience	Date/Time	Estimated Attendees	Language and Interpretation
Local Businesses Listening Workshops	Thursday, July 21, 2022 8:00-9:00 a.m.	15	English
	Thursday, July 21, 2022 4:00-5:00 p.m.	5	English
Key Stakeholders Listening Workshop	Thursday, July 21, 2022 12:00-1:00 p.m.	10	English
General Public Listening Workshops	Tuesday, July 26, 2022 6:00-7:00 p.m.	15	English with Spanish interpretation
	Wednesday, August 17, 2022 6:00-7:00 p.m.	0*	Spanish with English interpretation

*\*The second general public listening workshop, offered in Spanish with English interpretation, was originally scheduled for July 27, 2022. Due to low registration, the workshop was rescheduled to expand outreach efforts and encourage more participation. Although outreach efforts were expanded and there were registrants for the rescheduled workshop held on August 17, 2022, no members of the public attended.*

## 4. Notifications and Outreach

SDCP used a variety of methods to inform community members about the listening workshops and encourage participation, as shown in Table 2.

*Table 2: Listening Workshops Outreach Methods*

Method	Description
<b>Website</b>	Information about the listening workshops was posted on the CPP webpage, hosted by SDCP ( <a href="https://SDCommunityPower.org/CPP">SDCommunityPower.org/CPP</a> ).
<b>Email Invitations</b>	Invitation emails with a request to forward the listening workshops information were sent to several email lists, including SDCP's member agencies, Community Advisory Committee members, Board members, community-based organizations, and outreach partners including Chamber of Commerce's, Business Improvement District Managers, and Economic Development departments.
<b>Direct Engagement</b>	Key stakeholders were invited directly by SDCP's Account Manager.
<b>Social Media Posts</b>	Information about the listening workshops was posted on SDCP's Instagram, Facebook, Twitter, and LinkedIn accounts.
<b>Paid Social Media Ads</b>	Paid social media ads ("boosted posts") were administered for social media posts on SDCP's Instagram and Facebook

## 5. Format

Each listening workshop generally had the same format. The workshop began with a short presentation about SDCP and the CPP process by SDCP staff and was followed by a Q&A and a set of discussion questions. Participants had the opportunity to provide input verbally or via the chat box. The discussion question format for each listening workshop was adjusted based on attendance; for smaller groups, input was shared through verbal comments and the chat box, and for larger groups, input was shared through polling software in addition to verbal comments and the chat box.

An online comment form was also made available via email after each workshop to provide an additional input opportunity for community members.

The discussion questions varied slightly for each workshop depending on the target audience. All questions are shown below:

### Local Businesses

- What are some of the challenges your business is facing?
- What are local businesses discussing around energy and electricity?
- What are energy concerns that local businesses in the San Diego region are facing? How do you see future legislation or regulation impacting your business?

- How are you seeing your businesses' energy needs evolve in the future?
- How is climate change impacting your business?
- What kinds of power customer programs could help your business? How can SDCP help you?

### **Key Stakeholders**

- What are some of the challenges your business or organization is facing?
- What tools are needed to support your efforts in creating clean energy and decarbonization goals for your organization?
- How are you seeing your businesses or organization's energy needs evolve in the future?
- How is climate change impacting your business or organization?
- What kinds of power customer programs could help your business or organization?

### **General Public**

- What is your community working on right now?
- How can SDCP help you and your community?
- What issues do you face when it comes to electricity and energy at your house?
- What programs do you use to reduce your electricity use or your electric bill?
- What types of energy and climate solutions would you be most interested in? For example:
  - Electric vehicles and charging
  - More efficient appliances (like air conditioners/heaters and refrigerators)
  - Solar panels
  - Batteries (e.g., energy storage)
  - All-electric appliances (like electric induction stoves and heat pumps)
  - Improved comfort through insulation, efficient windows, or other weatherization
  - More efficient lights (like switching to LED bulbs)
  - Smart, internet-connected thermostats
- How is climate change affecting you?
- What interests you about clean energy or green energy?

## **6. Input**

The following sections summarize the major input themes by target audience. All input is documented in the appendices (Appendix A: Local Businesses, Appendix B: Key Stakeholders, and Appendix C: General Public).

### **Businesses and Stakeholders**

- Businesses, like residents, are facing an energy affordability crisis with energy costs rising quickly and unpredictably. This is in addition to the challenging business environment created by the Covid-19 pandemic and rising business costs.
- The increasing cost of living and energy costs cause strain on San Diego residents and businesses. Reduction of energy costs is a priority.
- Many homes and businesses need infrastructure additions and upgrades, such as adding air conditioning units and switching to more energy-efficient appliances and equipment.
- Electrification will lead to significant upgrades not only to the electrical grid but also facility infrastructure and will require a reliable source of qualified maintenance resources for when issues arise. It would be helpful if SDCP could provide assistance to businesses and organizations to support cleaner construction projects and more energy efficient infrastructure upgrades.
- Solar panels are an asset to renewable energy except for their low battery storage capabilities. Investing in long-lasting battery storage for renewable energy will extend its usage window.
- Businesses and organizations are developing sustainability goals or have existing goals to reduce greenhouse gas emissions and meet sustainability targets. Renewable energy is a high priority in achieving their goals and there is a need for public-private partnerships to help meet sustainability goals.
- As reliance on the grid intensifies due to electrification, more energy storage options may be needed for backup power. Businesses and organizations are looking for alternatives and diverse sources of energy to large scale backup power plants and diesel generation.
- Educating residential and business customers about SDCP's rates and services offered, in addition to the benefits of transitioning to renewable energy, should be prioritized. There's a need for correct and clear information to be provided to overcome misinformation and misleading facts.

## General Public

- With increasing electricity costs, reducing electric bills is a high priority for community members.
- Residents are interested in ways to transition to 100% renewable energy. SDCP should invest in programs that help communities access clean, renewable, and affordable energy, especially low-income communities. The community noted the importance of converting from [natural] gas to electric and expressed interest in heat pump technology and electric appliances such as [induction] stovetops, especially for renters and the need for financial assistance.
- The community is concerned about health impacts (e.g., increased asthma rates and allergies), rising temperatures due to worsening air pollution, less rainfall, and increased heat related events. The need for cooling (air conditioning) and the importance of weatherization programs were noted.
- Infrastructure additions, adding rooftop solar to complexes and homes, expanding electric vehicle charging stations (especially at apartments), and adding battery energy storage needs to be supported for renters as well as homeowners. Energy efficiency upgrades should be expanded for renters.

- In addition to offering SDCP-specific energy rebates and bill reduction programs, partnerships with existing discount programs should be considered, such as OhmConnect and Solar on Multifamily Affordable Housing (SOMAH), to help residents with utility bills.
- The community also noted the importance of increasing access to electric vehicles for low-income residents, access to electric bikes (e-bikes), and creating transportation hubs to decrease traffic speed and increase road safety.

# Appendix A

## Local Businesses Input

### General Questions and Comments

- Could you explain what the options are with renewable energy battery storage systems?
- For a business that might be on the fence about opting into Power100, what are the talking points you might use to help the business understand that it is beneficial?
- What plans are there to invest in nuclear power using uranium or thorium, so you can provide less expensive and more reliable power?

### What are some of the challenges your business is facing?

- Lower enrollment compared to pre-Covid-19 enrollment numbers
- Outrageous electric bills
- Achieving sustainability goals, reducing air emissions, and cleaner energy
- Getting correct and clear information, not “misleading” facts about SDCP
- Safety
- High energy costs
- Deciding between different options to best meet our corporate sustainability goals
- Energy costs are rising very quickly
- The electrical union is always looking for people for apprenticeship programs and getting journeymen electricians. Educating and reaching out to the community about electrician vocational careers, especially to students in the County of San Diego’s Communities of Concern.

### What are local businesses discussing around energy and electricity?

- High cost and alternative sources of energy
- More dialogue about getting the chambers involved
- What can we do to reduce electricity costs and upgrade the efficiency of our current equipment?
- Are heat pump water heaters considered another form of energy storage?
- Adding a white coat sealant on the roof to reflect off some of the heat to make systems work better, adding two more air conditioning units, and replacing light switches to try to reduce the energy bill
- The cost of living in San Diego County is the highest in the nation. Residents want lower energy costs. How can SDCP help with that?

### What are the energy concerns that local businesses in the San Diego region are facing?

- The drastic increase in costs seems to be the biggest concern

- High costs
- Is enough power being produced for everyone to enroll and still get the amount they need?

### How are you seeing your businesses' energy needs evolve in the future? How do you see future legislation or regulation impacting your business?

- Climate change affects the need for heating and cooling due to shifts in weather.
- Electrification of building requirements
- With the potential for more electric vehicles, adding charging stations will be important to bring in customers and support employees.
- More appliances and more air conditioning units are needed for tenants
- Replacing appliances with appliances that are energy efficient; added solar systems but still working on the energy storage capabilities

### How is climate change impacting your business?

- Infrastructure is beginning to fail for coastal businesses due to flooding, sinkholes, and disrupted roads to and from businesses.
- Removing valuable resources
- Now installing air conditioning units at beach properties as more people are concerned about making sure they can control their environments
- The local, state, and federal governments have guidelines and goals for decarbonization and moving to electrification. Electrification is not the whole answer; there are alternative energy sources such as hydrogen. However, with electrification comes upgrades to the electric grid and increased partnerships with solar and wind power.

### What kinds of power customer programs could help your business? How can SDCP help you?

- Save on costs
- Anything to reduce electric bills
- Solar power and battery storage
- Learning more about the benefits of Power100
- Grants for upgrading infrastructure and equipment
- Reliable maintenance if issues arise with equipment
- Can battery storage be used to store energy during off-peak time and run equipment during peak times?

## Appendix B

### Key Stakeholders Input

#### What are some of the challenges your business or organization is facing?

- The cost of energy and the volatility of that cost in the USA and Europe
- The erosion of success in creating green spaces
- There are challenges from every business area such as overhead costs, staffing, and supplies. For every dollar that businesses can save on energy, it goes back into the community.
- Reducing energy costs and greenhouse gas emissions
- Hoping that SDCP can offer rebates and discounts that are like SDG&E
- A rise in Covid-19 cases
- Working around construction and infrastructure projects, particularly with the cost of capital
- We are extremely sensitive to electricity costs. Proud customer of SDCP's Power100 program.
- Being active in decarbonization efforts
- Getting creative with grant funding opportunities
- The public is becoming more interested in how energy works. The dispersal of energy information and where energy comes from will become vital as SDCP continues to provide services.
- We are looking at becoming a Power100 customer. There is a balance between staying profitable as an organization while also being aware of the external pressures to reduce gas emissions.
- Making upgrades to facility infrastructure
- How can SDCP partner with large organizations and companies in their efforts to reduce their carbon footprint? Being a local agency is a benefit to connecting with the community and helping local companies meet their sustainability goals.

#### What tools are needed to support your efforts in creating clean energy and decarbonization goals for your organization?

- Educating company executives that clean energy should be a high priority
- Clear understanding of SDCP's rates in comparison to SDG&E's rates; SDCP can provide healthy competition to SDG&E.
- Explaining the benefits of investing in renewable energy to a company's bottom line

#### How are you seeing your businesses or organization's energy needs evolve in the future?

- A few other Community Choice Aggregations are working on battery storage programs: <https://cal-cca.org/cca-programs/#toggle-id-10>

- As more facilities are electrified and electric vehicles become more common, reliance on the electric grid intensifies. These changes create a need for backup generators. It opens the door for looking into energy storage and long-lasting batteries.
- Many people do not want to hear that adding too much electricity to the system could lead to more problems somewhere else.
- Under Navy regulations, there is an emphasis on emergency preparedness, resulting in a large diesel generator at the San Diego Port. Interested in alternative solutions to a diesel generator and would like to diversify its sources of energy.
- Creating large-scale plants for backup power

### How is climate change impacting your business or organization?

- The San Diego International Airport has a resiliency plan that looks at heat and sea level rises, but it also looks at airplanes' effects on climate change. It is an idea called flight shaming. A Good Traveler program has been implemented that helps passengers consider the impacts of climate change and offset their carbon footprint.
- Due to the pandemic, many employees are still working at home, which decreases the cost of buildings and their operations.
- The health of people is inherently tied to the health of the environment. Pollution, mosquitos, food supply shortages, etc. all have a ripple effect on the health of the population.

### What kinds of power customer programs could help your business or organization?

- Funding infrastructure projects that reduce energy usage
- Prioritizing clean construction projects
- Educating customers on the benefits and structure of SDCP's services
- Moving to electric-only is a time-consuming and costly process. Programs that help companies convert their infrastructure to electric or take advantage of discounts and rebates as part of this journey.

# Appendix C

## General Public Input

### General Questions and Comments

- Please describe the structure of SDCP in more detail. Particularly, who is the customer paying – SDCP or SDG&E?
- Can SDCP explain more about the projected \$10 million reinvestment back into the community? What is the breakdown of sources between SDCP revenue, grants, and state or federal funding that makes up the \$10 million?
- Is SDCP well situated to compete for state and federal funding compared to other utility companies?
- What is the difference between the services SDCP offers now and the CPP?
- Are there going to be opportunities for customers to take advantage of programs that reduce electricity bill costs, such as OhmConnect, through SDCP?
- Is SDCP able to share how many have signed up for Power100 so far?

### What is your community working on right now?

- As an advocate in National City, residents in affordable housing want to participate in the Solar on Multifamily Affordable Housing (SOMAH) program and get solar on these housing complexes.
- Awareness of increases in utility bills, solar affordability, and accessing electric vehicles for low-income residents
- Creating transportation hubs to encourage slow-speed streets and bike safety
- Transition to 100% clean energy by 2035 in our city
- Converting from gas to electric

### How can SDCP help you and your community?

- Reduce costs of electricity
- Invest in clean energy jobs and businesses
- Prioritize community-based organization informed programs for under-resourced communities
- Help secure city, regional, and state funding
- Financial support for putting in electric vehicle charging stations for renters
- Easier access to e-bikes
- Provide competition to SDG&E to reduce costs
- Invest in programs that help low-income communities access clean, renewable, and affordable energy

- Keeping rooftop solar beneficial to households (single family)

### What issues do you face when it comes to electricity and energy at your house?

- Keeping it cool amidst rising utility costs
- Trying to conserve energy due to high prices
- Unpredictable costs in the future with SDG&E rates
- There are limited efficiency upgrades or options when renting a home.
- The need to keep the air conditioning on during hot days
- Energy rates are continuing to increase while many residents are on fixed incomes
- Want the cleanest energy possible for an affordable price
- Renters struggle with staying warm in the winter without good heating and staying cool in the summer without air conditioning.

### What programs do you use to reduce your electricity use or your electric bill?

- OhmConnect – a program to reduce energy when it is most expensive and start saving on electricity bills
- Using cooling strategies such as closing the windows and shades or blinds to keep the stifling air and sunlight out during hot days
- Turning off the lights when not in the room
- Putting solar on the rooftop
- Energy discount programs from SDG&E

### What types of energy and climate solutions would you be most interested in?

For example, 1) Electric vehicles and charging; 2) More efficient appliances (like air conditioners/heaters and refrigerators); 3) Solar panels; 4) Batteries (aka energy storage); 5) All-electric appliances (like electric induction stoves and heat pumps); 6) Improved comfort through insulation, efficient windows, or other weatherization; 7) More efficient lights (like switching to LED bulbs); and 8) Smart, internet-connected thermostats.

- All the above examples
- Rooftop solar and heat pumps
- Solar and zero electric vehicles
- All-electric appliances
- Storage of batteries
- Batteries and more energy-efficient appliances
- Solar and battery storage in municipal-owned facilities to serve as a resilience hub and/or cooling centers
- Adding electric vehicle charging stations at apartment buildings

- Helping to pay for electric appliances such as stovetops, especially for renters
- Energy-efficient heat pumps
- Weatherization programs for buildings, electric vehicle charging, and battery storage
- Battery storage by utility services
- Financial assistance to support electrifying homes

### How is climate change affecting you?

- Hotter days mean worse air pollution, which triggers allergies.
- Water conservation
- Drought
- Getting so hot that the air conditioning must be on 24/7
- Concerned how the rising heat will impact children, plants, and animals
- Concerned about wildfires and drought
- It is getting hotter and drier with less rainfall. More water use is needed for landscaping.
- Residents in National City are suffering from poor air quality resulting in extremely high rates of asthma.
- Habitability of certain areas moving forward will decrease.

### What interests you about clean energy or green energy?

- Clean energy will help ensure a future for me and my community.
- How can our cities rapidly transition to 100% clean energy?
- Survival for future generations
- Achieving 100% clean energy
- Leaving a healthier planet for our children and future generations
- Reduce household greenhouse gas emissions
- Energy usage to be at least mostly clean
- Creating electric grid resiliency
- How can we promote localized, community-based energy programs?
- It is an environmental justice issue. A healthy, clean, and sustainable environment is a human right, not just for affluent communities.
- How can we pull from multiple sources and use energy storage to achieve 100% clean energy?
- Will new clean energy jobs pay livable wages?
- Integrating 100% clean energy for low-income and government housing for free

- Need to avoid ruining our habitat

## San Diego Community Power

### Community Power Plan

### Internal Engagement Summary

September 15, 2022

This report takes into account the particular instructions and requirements of our client. It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

Job number 287473

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## 1. Overview

San Diego Community Power (“SDCP”) is developing a Community Power Plan (“CPP”) that will provide a decision-making framework to guide its strategy and development of local programs. Based on findings from a Community Needs Assessment, the CPP will guide development of local programs available to customers in SDCP’s service territory.

The first phase of community engagement for the CPP focused on listening and information gathering about community priorities and needs around energy-related issues across different communities to inform the development of the community survey and CPP, including the community needs assessment. The initial key findings of the community needs assessment are noted in other summaries provided by Kearns & West (“K&W”).

The internal engagement focused on listening and information gathering from SDCP Board members, SDCP staff, and SDCP’s Community Advisory Committee (“CAC”) about priorities and needs around energy-related issues across their represented communities. The goals and priorities of SDCP, along with the needs of the community will directly inform the approach to program prioritization, selection, and recommendations in the final draft of the CPP.

The consultant team along with SDCP’s Director of Programs and SDCP’s Program Manager hosted four interviews with SDCP Board members, one staff workshop, and one workshop with SDCP’s CAC in July and August 2022. Remaining interviews with SDCP Board members are scheduled for September 2022.

This summary documents the interview and workshop objectives, meeting details, format, and input themes. Input from each interview and workshop can be found in the appendices.

## 2. Objectives

For all the internal engagement interviews and workshops, the general objective was to hear specifically about the goals, priorities, and expectations for programmatic offerings from those who work most closely with SDCP and intimately know the CCA business model and structure. These sessions are in addition to the broader engagement with community-based organizations, the public, and other stakeholders to understand their key issues and priorities. Understanding how the internal goals, priorities, and expectations align with community needs and priorities will inform the initial program suite considered in the CPP.

For SDCP Board members, the specific objectives were to hear input and knowledge regarding:

- Board member's priorities for how SDCP programs can best meet the needs of the communities they represent
- Board member's priorities related to the growth and development of SDCP as an organization
- How customer programs fit into the larger context of delivering SDCP's mission

For SDCP staff, the specific objectives were to hear input and knowledge regarding:

- Overarching business strategies for SDCP as an organization
- How customer programs fit into the larger context of SDCP's operations and investments

For the CAC, the specific objectives were to hear input and knowledge regarding:

- The driving concerns that CAC members are hearing from their respective communities
- What CAC members hope that customer programs will accomplish in their communities

### 3. When and Where

The SDCP Board member interviews and the CAC workshop were held virtually on the Zoom platform, while the SDCP staff workshop was held in person at SDCP's office in San Diego, CA. Table 1 outlines information about the interviews and workshops, including the dates, times, and attendees. The attendees count does not include consultant and project team members.

**Table 1: Interviews and Workshops Information**

Event	Date/Time	Attendees
<b>SDCP Board Member Interviews*</b>	Tuesday, July 19, 2022 9:00-10:00 a.m.	1
	Monday, July 25, 2022 2:00-3:00 p.m.	1
	Friday, August 5, 2022 10:00-11:00 a.m.	1
	Tuesday, August 16, 2022 3:00-4:00 p.m.	1
<b>SDCP Staff Workshop</b>	Monday, August 15, 2022 1:00-2:30 p.m.	8
<b>SDCP CAC Workshop</b>	Friday, August 12, 2022 1:30-3:00 p.m.	13

\*Remaining Board member interviews are scheduled in September 2022.

## 4. Format

### 4.1 SDCP Board Member Interviews

Each SDCP Board member interview had the same format. The interview began with introductions, an overview of the CPP, and goal of the session by SDCP staff. This was followed by a set of discussion questions facilitated by Arup staff that had previously been shared with the Board member. Held as one-on-one interviews, the Board member had the opportunity to provide input verbally. The discussion questions are shown below:

- What are the most pressing issues in your community?
- How does SDCP fit into local planning or policy initiatives?
- What are your priorities for SDCP's programs? What do you want to see?
- How would you describe SDCP's business strategy?
- What are your priorities in terms of SDCP's investments?

### 4.2 SDCP Staff Workshop

The SDCP staff workshop began with introductions, an overview of the CPP, and the goal of the session by SDCP staff. This was followed by a set of discussion questions facilitated by Arup staff. Held as an in-person group activity, participants had the opportunity to provide input verbally. The discussion questions are shown below:

- How would you describe SDCP's business strategy?
- What are your priorities in terms of SDCP's investments for the next two years? Next five years?
- What are the biggest opportunities you see on the horizon in the next two years? Next five years?
- What are the biggest challenges you see for SDCP over the next two years? Next five years?
- What does "program" mean to you?
- What are your expectations for SDCP's programs?
- What metrics should be used to measure programs? How would you rank them?
- Thinking five years from now, what do you hope SDCP has accomplished?

### 4.3 SDCP Community Advisory Committee Workshop

The CAC workshop took place as an agenda item during their regularly scheduled August meeting. The workshop began with introductions of the project team to the committee, followed by an overview of the CPP and the goal of the session. Arup staff then facilitated feedback with a set of discussion questions. The workshop relied on using the Mentimeter platform to capture live feedback from committee members in open-ended comment boxes and word clouds. Participants had the opportunity to provide input through Mentimeter as well

as expand on their feedback verbally within the Zoom platform. The workshop was recorded and is available publicly. The discussion questions are shown below:

- What community do you represent?
- What issues are you hearing about from your community?
- What energy issues are most important to your community?
- What do you most think SDCP's programs should accomplish for your community?
- What customer programs are you most interested in?
- Why are you interested in those program types?
- What energy solutions will work best in your community?
- Over the next five years, what would be your vision for a clean energy community?
- What else is on your mind that you want the project team to know about?

## 5. Input

The following sections summarize the major input themes from each of the interviews and workshops. All input is documented in the appendices.

### 5.1 SDCP Board Members

- Deliver a transparent, evaluative framework for programs based on what we are hearing from the community. Create a diverse suite of programs that measurably contributes to goals/priorities and that that benefits most people and contributes toward SDCP and its member agencies' greenhouse gas emissions reduction commitments.
- Investment in programs needs to be done in the context of building financial solvency, building up reserves, and remaining competitive. Focus should be on building enrollment, keeping rates competitive, and building programs with external sources of funding. Financial responsibility in the near-term will allow SDCP to invest additional resources toward programs in the future.
- SDCP needs to be authentic, accountable, and transparent. It needs to deliver on its promises and reasons for formation. SDCP should add value and go above and beyond traditional utilities including providing customer advocacy at the State level.
- Prioritize support for Communities of Concern and those who are struggling the most. Recognize that people are struggling financially, and that these same people will struggle the most with the impacts of climate change. Keeping energy affordable for our customers is critical right now.
- Focus on projects within the community that are visible and show people that SDCP is showing up for them and delivering benefits locally. SDCP needs to be more than a renewable energy provider, be a community partner by investing profits back into communities in ways that provide broad benefits (e.g., job creation, accessible housing options, public health). Community buy-in is critical.
- SDCP should help communities achieve their climate action plans, reduce greenhouse gas emissions by supporting building and transportation electrification, and support renewable energy growth locally by investing in distributed energy sources.
- SDCP should cultivate partnerships with regional agencies and the private sector on energy and education projects.
- Communities across the San Diego region are struggling with issues that are outside of the scope of SDCP but are related to or impact energy like affordable housing, cost of living, inflation, supply chain issues, aging infrastructure, economic disparity, and homelessness.

### 5.2 SDCP Staff

- SDCP was developed by and for the community. Customers are the cornerstone of the organization. Customers must be well served with competitive rates and programs that work for them locally.

- In order to create a stable foundation, SDCP must put profits toward growing reserves over the next few years. A conservative budget has been allocated for customer programs. Additional program resources must come from other sources. As reserves grow and credit rating is stabilized, additional resources from profits can go toward programs.
- Prioritize programs that have a multiplier effect—those that can enable additional funding, that also support procurement goals, or that can be leveraged in other ways.
- Have a positive impact on equity, especially in Communities of Concern. Develop deep and lasting partnerships with community-based organizations to build trust in communities over time. Education and partnerships are essential.
- The market is dynamic and complex. Lay a strong foundation that meets the needs of our customers and that we can build from. Be smart, strategic, and flexible to leverage opportunities as they arise.

### 5.3 SDCP Community Advisory Committee

- People are struggling with a lot of issues right now; these are challenging times for many. People are concerned about energy, but it isn't always the top concern when communities are thinking about inflation, affordability, homelessness, employment, and federal politics. Keeping energy affordable is key.
- A lot of people are confused about their energy bills, and about what SDCP is. Education is important to make energy issues more accessible and enable more people to participate in things like energy programs.
- Electrification of buildings, energy efficiency upgrades, and rooftop solar, especially in low-income housing, rose as a priority.
- Invest profits back into communities in ways that provide local benefits, particularly around supporting low-income housing, good jobs, and reducing energy bills.
- Prioritize equity and meet communities where they are. Add people into the conversation from diverse socioeconomic backgrounds and cultures and develop lasting partnerships.

### What are the most pressing issues in your community?

- Affordable housing
- Cost of living
- Inflation
- Unemployment
- Uncertainty around pandemic
- Supply chain issues
- Aging infrastructure
- Homelessness
- War abroad
- Economic disparity (higher income, low income)
- Mobility, connectivity, transportation (car centric, bicycle injuries)
- Climate action (flooding, bluff instability, fires, heat days, water)
- Crime (perception it's higher than what objective data reports)
- Safety

### How does SDCP fit into local planning or policy initiatives?

- Climate Action Plan initiatives (would not be able to reach goals without SDCP)
- Engage residents/business owners to SDCP's 100% renewable energy plan (i.e., Power100)
- Reduce greenhouse gas emissions
- Support renewable energy growth
- Generate energy locally
- Help low-income communities convert to all-electric (city initiative)
- Recognize and validate work community is already doing – use that lens to help climate action goals

### What are your priorities for SDCP's programs? What do you want to see?

- Transparent tool that measures the tensions across goals and evaluates the trade-offs; evaluative framework/matrix (here are all the factors we'll put a value on, we'll look at this suite of things; here are the things we're going to consider and why)
- Look at different kinds of program options based on data (not a preference for a kind of technology, strategy, or location – that falls out of exercise)
- Don't outpace promises
- Consider rate of technological change
- Community buy-in is critical. We need to show people how SDCP is showing up for them.
- Impact (mostly good for most people, maximum impact toward policy goals of reducing greenhouse gas emissions and growth of renewable sources etc.)
- Being cutting edge and pilot projects are fun, but not the priority unless direct alignment with policy goals

- Don't pick every little fight, die on every hill, avoid cultivating opposition that's not needed; cultivate allies, build momentum
- Based on what we are hearing from the community, provide a diverse suite, broad spectrum, mix of programs
- Be more than providing renewable energy to our residents
- Provide advocacy at the state level to shift policy and discussion throughout entire region and state of California, influence legislation
- Enable SDCP as a force for doing something good for climate change
- Communities are interested in distributed energy (rooftop solar, community solar, storage)
- Communities are less interested in utility scale projects in neighborhoods
- Building decarbonization (i.e., could do more with city-owned facilities and help people convert to all-electric)
- Support multifamily housing
- Energy efficiency
- Electric vehicle charging stations
- Move market for geothermal power
- Support innovation in technology (to be ready for 100% renewable energy)
- Ensure no one is left behind
- Help achieve climate action goals
- Enable good paying jobs that allow people to live in our region (set expectation on how many jobs to do installation and maintenance? Couple hundred, couple hundred thousand? Clarify not taking transmission and distribution jobs from SDG&E)
- Enable workforce development (re-education, opening lines to say have you ever thought about this?)
- Partner with private sector and regional agencies (e.g., San Diego Metropolitan Transit System and North County Transit District)
- Partner for land access for community solar and storage (e.g., right away held by wastewater agency could be place to add energy storage on vacant parcels)
- Partner with agencies on education (e.g., energy literacy and customer education, tell a story and emotionally connect with people, have it make sense, energy bill 101)
- Show how it's better (e.g., community has peaker plants, be able to show distributed solar and storage is cleaner than the peaker plants, show what it's for)

### How would you describe SDCP's business strategy?

- Motivation to start SDCP stemmed from frustration with investor-owned utilities (IOU) and lack of clarity/cost increases around electricity rates
- Authenticity, accountability, transparency
- Provide community with choices
- Deliver 100% renewable energy, with reliable sources on a consistent basis, at a level price point
- Procure power in bulk on behalf of the community
- Emphasis on cost competitive, remaining solvent, and educating people—we're going to need community support, political support at every level, knowledge helps us achieve what we need to do

## What are your priorities in terms of SDCP's investments?

- Conservative approach in beginning to build organization, prioritize financial solvency, building up reserves, remain competitive, still in start-up mode (still need to enroll two jurisdictions), solidify and maintain level of enrollment
- Fulfill promises of reinvesting in the community
- Attract external funding (i.e., regional, state, federal, other)
- Need some products (i.e., rates) less than the IOU alternative
- Mission is not solely race to bottom, cheapest agency out there, it has to be adding value; challenge to always be the lowest out there if offering premium products
- Go above and beyond IOUs (e.g., provide innovation and programs that ensure people aren't left behind)

### How would you describe SDCP's business strategy?

- Reach 100% renewable energy by 2035 while prioritizing investments in communities
- Customers are the cornerstone: retain customers, keep customers happy, keep customers as cornerstone
- Run efficient utility to use profits that enable impact for communities in a positive way

### What are your priorities in terms of SDCP's investments for the next two years? Next five years?

- Build up reserves and rent stabilization fund, enable more affordable rates, stabilize organization and credit rating. That will then enable programs that reduce cost and make more funds available for programs. The quicker reserves are built up, the more programs SDCP can launch.
- Need to compete with rates and maintain advantage
- Targets set for cash on hand to obtain credit rating (90-day target - projected to hit November 2024, 180-day target - projected to hit 2025/2026) which opens financial doors/allows borrowing money at a lower cost
- Two to three years from now, different strategy for programs after those targets are reached; current first order of hierarchy is to exist for a few years and build reserves, then invest in program offerings
- Will spend money on procuring power, makes sense to spend money on programs that have multiplier effect (e.g., peak load reduction, resource adequacy needs, enable match funding); how can programs allow more risk in hedge strategy for procurement which saves money for SDCP
- Dollars could go to budget, reserves, programs, procurement; volatile market, fluid, dynamic analysis year-to-year; more than simple 1 in 4 buckets, investment vehicles for reserves receive earnings, invest those earnings into programs
- Chase external funding, such as California Public Utilities Commission, add weight to programs that have that available
- Consider how to leverage SDCP money to partner and attract outside funds (admin fee and cost to apply for external funding), "funnel" to match funds and do something good
- Assume every year budget for programs can grow, but by how much gets flushed out in budget process
- Get contractors on board in order to move the market. We won't directly provide many jobs through hiring, but we can support labor through training and demand.
- Develop a pipeline of pilot efforts that become programs, and eventually the best programs become a service

### What does "program" mean to you?

- Something that is offered

- Has direct or indirect benefit to our customers
- Measurable
- Intervention
- Enables market change
- Supports Communities of Concern
- Help SDCP achieve goals set out in strategic plan
- Tries something new
- Distinct from service offerings (i.e., PowerOn, Power100) and rates
- Some defining still needed (i.e., net energy metering is a program and also a service, California Alternate Rates for Energy (CARE) is a rate and a program, a pilot rate for DC fast charger could be a program that if successful becomes a service)
- Could become a form of service like “Healthy Homes” that have multiple programs under it (e.g., induction cooktop, electric vehicle charging, etc.) or a combination (e.g., energy audit, assess for electrical upgrades, electric vehicle chargers)

### **What metrics should be used to measure programs? How would you rank them?**

- Utilization by customers (not always aligned with overall usage reduction if focuses on major users) define metric for success (e.g., 10 customers may be successful if major commercial while 10,000 customers may be if light bulb program)
- Money is being spent (avoid barrier in program design if people are kept from accessing it)
- Investment in community
- Diversity of metrics to meet customer needs, support Communities of Concern, equitable
- Visibility for the organization
- Does it save customer money through bill reduction?
- Does it enable electrification, lower greenhouse gas emissions, improve air quality?
- Scalability
- Leverage-ability
- Readiness (time to get up and running)
- Feasibility
- Cost-effectiveness
- Level and quality of service
- Solve multiple problems at once/co-benefits

**What issues are you hearing about from your community?**

- Inflation, increasing costs, affordability
- Environmental justice, water quality, air quality
- Insurrection, future of democracy
- Covid-19, health and wellness, mental health services
- Equity, social justice, systemic racism, police brutality
- Employment, livable wages, green jobs
- Homelessness, affordable housing, cost of housing
- Local, clean energy, state regulations, bold climate action
- Climate crisis, wildfires, food shortages, high temperatures
- Long commutes, public transportation
- Cannabis store locations
- Gentrification

**What energy issues are most important to your community?**

- Costs, saving money, affordability, increased prices
- Bill confusion, not understanding “CCA charge”
- 100% clean, local energy
- Rooftop solar
- Energy storage, lithium production
- Charging stations, electric vehicles
- Clean transportation, electric shuttles, reduced vehicles miles traveled
- Building electrification, heat pumps, reach code to ban gas
- Energy equity, access to electricity, opportunity access
- Climate action, greenhouse gas emissions reductions
- Heat
- Clean air, pollution beyond borders
- Resiliency
- Workforce development, good, local jobs
- Burying electric wires
- Power Charge Indifference Adjustment (PCIA) charge

**What do you most think SDCP’s programs should accomplish for your community?**

- Affordable, accessible, abundant, 100% clean, local electricity with smooth transition
- Maximize rooftop solar and storage
- Low cost, reduced bills, lower cost for low-income families, investing profits back to power low-income and government housing
- Electrify low-income/disadvantaged housing without increasing bills
- Workforce and career development, good paying jobs, job training, local green jobs, focus on Meaning: Black, Indigenous, and People of Color

- Educational programs, combat misinformation on SDCP “wonderful new energy alternative”
- Easy upgrades for residential homes and apartments, good service
- Equitable programs, energy equity
- Encourage less energy use, increase energy efficiency, energy audits
- Prevention of wildfires
- Cleaner air
- Resilience
- Lower greenhouse gas emissions
- More green space

### **What customer programs are you most interested in?**

- Electrification of low-income housing with bill assistance
- Free energy for low-income housing
- Financial incentives/direct install programs for low-income areas
- Ongoing outreach, especially to Communities of Concern
- Encourage higher income areas/motivate customers to adopt Power100
- Demonstration homes/projects with job/technology events (customers visit, ask questions, get detailed information of examples with clean energy), marketing/outreach events for higher income areas
- Cost effective energy efficiency solutions, on-bill financing
- Help with transitioning building electrification, heat pumps
- Solar and storage, rooftop, community solar and microgrids (upfront rebates, solar shares, solar subscription)
- E-bike, electric vehicle rebates, vehicle-to-grid and vehicle-to-home
- Workforce development, electrician trade education
- Time-of-Use rates understanding function and benefit
- Easier changes to facilities, easier permits

### **Why are you interested in those program types?**

- Improve lives of neighbors
- Improve the environment
- Improve air quality
- Beneficial economics, reduce cost, support local economy and jobs
- Improve health
- Solve for heat waves when low-income communities can’t afford air conditioning
- There’s only one planet
- Empower all community members to lower greenhouse gas emissions
- Economic, climate, racial, and social justice
- Enable new technologies while avoiding increase in energy use through efficiency

### **What energy solutions will work best in your community?**

- Community solar, rooftop solar, community storage, microgrids
- Electric vehicle and bike charging

- Building electrification, geothermal
- Financial solutions, affordable programs
- Shade trees at bus stops
- Keeping power on during safety shutoffs
- Lower costs
- Climate resilient infrastructure
- Create jobs, support local business, workforce development
- Education
- Outreach to Communities of Concern, focus on equity
- Community ownership

### **Over the next five years, what would be your vision for a clean energy community?**

- Community ownership
- Non-profit
- SDCP as a household name
- Affordable
- Free energy in environmental justice communities
- Local, equitable, distributed 100% renewable energy
- Residents choose Power100
- On-track with Air Resources Board goals
- Microgrids
- Electric vehicles and charging stations
- Walking, biking
- Reduced greenhouse gas emissions
- Less heat days
- Resiliency
- Education
- Just transition

### **What else is on your mind that you want the project team to know about?**

- All voices represented, continue to get community feedback
- Prioritize equity and Communities of Concern, meet communities where they are, add folks into conversation from other socioeconomic backgrounds and cultures
- Be bold, set the standard, lead
- Participate in state and local fights on clean energy future
- Get to zero carbon as soon as possible
- Deliver on pitch as alternative to SDG&E
- Free energy in low-income and governmental housing
- Invest in local economies, create jobs
- Customer service and customer satisfaction (be very responsive, build trust, encourage to take advantage of programs outside of baseline service)
- Educate about reliable, clean energy that reduces carbon footprint and how to conserve energy
- Staff field trips

- Streamline process to deploy clean energy technology
- 24-hour solution for solar and storage
- Involve students in local outreach and engagement
- Explore new technologies, be involved, track, share knowledge about innovations, accelerate solutions like geothermal
- Support carbon fees and give dividends back to families



## SAN DIEGO COMMUNITY POWER Staff Report – Item 12

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To: San Diego Community Power Board of Directors

From: Karin Burns, Chief Executive Officer

Subject: Resolution Providing Signatory Authority to the Chief Financial Officer and Managing Director, Power Services

Date: September 22, 2022

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### RECOMMENDATION

Approve Resolution No. 2022-10 providing signatory authority to the Chief Financial Officer and Managing Director, Power Services for agreements and documents in the absence of the Chief Executive Officer.

### BACKGROUND

In accordance with the SDCP Joint Powers Agreement section 3.2.1, the Board of Directors has the power to make and enter into contracts. The Board has delegated its power to make and enter into contracts to the Chief Executive Officer in certain circumstances to allow for administrative flexibility and to maintain adequate safeguards and close scrutiny over SDCP business. For example, the CEO under the Energy Risk Management Policy has authority to make and enter into energy transactions on behalf of SDCP subject to certain type, tenor, volumetric, and notional value limits. The CEO also has the authority to make and enter into agreements under SDCP Procurement Policy for goods and professional services, and may have authority to sign other SDCP documents as provided for by the Board.

### ANALYSIS AND DISCUSSION

In certain circumstances, organizational flexibility and scrutiny require other SDCP C-suite officers to make and enter into agreements in the absence of the CEO as the current SDCP policies may not allow for express delegation. Additional signatories to SDCP agreements would be the Chief Financial Officer and Managing Director, Power Services who would be authorized to execute agreements in the absence of the CEO. The CFO and PSD would still be required to follow all of the procurement requirements set forth in the applicable policy or delegation and only in the absence of the CEO. The signatory authority would apply to all SDCP agreements where the CEO has delegated authority, including the Energy Risk Management Policy, Procurement Policy, and such other policies, resolutions and Board actions where the Board has authorized the CEO to enter into an agreement. SDCP staff recommends the Board adopt the resolution authorizing the additional signatory authority.

## **COMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

N/A

## **ATTACHMENTS**

Resolution No. 2022-10 “A Resolution of the Board of Directors of San Diego Community Power Providing Signatory Authority to the Chief Financial Officer and Managing Director, Power Services in the Absence of the Chief Executive Officer”



## RESOLUTION NO. 2022-10

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER PROVIDING SIGNATORY AUTHORITY TO THE CHIEF FINANCIAL OFFICER AND MANAGING DIRECTOR, POWER SERVICES IN THE ABSENCE OF THE CHIEF EXECUTIVE OFFICER**

A. The Chief Executive Officer has been given delegated authority to negotiate, finalize, and execute certain SDCP agreements and other documents pursuant to applicable policies or actions of the San Diego Community Power (“SDCP”) Board of Directors where such authority has been granted.

B. The Board of Directors recognizes that additional administrative flexibility regarding the signing of SDCP agreements and other documents may be needed if and when the Chief Executive Officer is unavailable, and it is necessary to maintain adequate safeguards and close scrutiny over the operations of SDCP business.

C. Signatures by the Chief Financial Officer or Managing Director, Power Services in place of the Chief Executive Officer on SDCP agreements and other documents where the Board has authorized the CEO to sign would provide administrative flexibility, adequate safeguards and close scrutiny over SDCP business.

D. The signatory authority granted herein to the Chief Financial Officer and Managing Director, Power Services would provide the authority to negotiate, finalize, and/or execute all SDCP agreements and documents where the CEO has been delegated authority by the Board of Directors, including, but not limited to, the Energy Risk Management Policy and Procurement Policy, and only in the absence of the CEO.

E. The Chief Financial Officer and Managing Director, Power Services would be required to follow all of the requirements set forth in the applicable policy or Board action.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of San Diego Community Power as follows:

Section 1.      Recitals. The above recitals are true and correct, and are incorporated herein.

Section 2.      Updated Signatory Authority. The SDCP Board of Directors hereby updates the designated signatory on SDCP agreements and other documents to include the Chief Financial Officer and Managing Director, Power Services.

Section 3.      Application of Signatory Authority. The signatory authority authorizes the Chief Financial Officer and Managing Director, Power Services to negotiate, finalize, and/or execute SDCP agreements and other documents where the CEO has been delegated authority by the Board of Directors, including, but not limited to, the Energy Risk Management Policy and Procurement Policy, and only in the absence of the CEO. The Chief Financial Officer and Managing Director, Power Services are hereby required to follow all of the set forth in the applicable policy or Board action.

Section 4.      Effective Date. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of San Diego Community Power held on September 22, 2022.

ATTEST:

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Chair, Board of Directors  
San Diego Community Power

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Secretary, Board of Directors  
San Diego Community Power



## SAN DIEGO COMMUNITY POWER Staff Report – Item 13

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To: San Diego Community Power Board of Directors

From: Byron Vosburg, Managing Director

Via: Karin Burns, Chief Executive Officer

Subject: Approval and Authorization of CEO to enter into EEI Master Power Purchase Agreement and associated Short Term Sales Confirmation for purchase of renewable energy from PG&E

Date: September 22, 2022

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### RECOMMENDATION

Approve and authorize CEO to enter into EEI Master Power Purchase and Sale Agreement and associated Short Term Sales Confirmation for purchase of Renewable Energy from PG&E.

### BACKGROUND

On December 21, 2018, the California Public Utilities Commission (“Commission” or “CPUC”) issued Decision (D.) 18-12-003 establishing a methodology for calculating a non-bypassable charge for costs associated with certain tree mortality biomass energy procurement. The non-bypassable charge recovers the net costs of the mandated biomass energy procurement intended to address California’s tree mortality crisis. The Decision requires that Pacific Gas and Electric Company (“PG&E”) make available for sale the bundled RPS-eligible energy and associated Renewable Energy Credits (“REC”) generated by PG&E’s Tree Mortality Power Purchase Agreements in order to establish a REC value to include in the non-bypassable charge calculation.

Pursuant to the Decision, PG&E issued its 2022 Tree Mortality Non-Bypassable Charge Bundled RPS Energy Sale Solicitation on July 29, 2022 to solicit bids from participants for bundled RPS-eligible energy and associated RECs generated from PG&E’s PPAs with (1) Burney Forest Products and (2) Wheelabrator Shasta. SDCP submitted bids for energy from both bioenergy facilities and was subsequently shortlisted for negotiation regarding output from Burney Forest Products for a five-year period beginning on November 1, 2022. Staff and PG&E have since been negotiating an EEI Cover sheet and the Short Term Sales Confirmation associated with PG&E’s Tree Mortality NBC renewable energy sales, which are attached hereto and presented for your approval.

## ANALYSIS AND DISCUSSION

Staff recommend that SDCP enter into the attached transaction with PG&E as it presents an opportunity to meet near-term renewable energy needs at fixed, competitive prices while enabling SDCP to continue longer-term procurement and development efforts that will result in construction of new renewable generation facilities during and after conclusion of the term of this agreement. Relevant details regarding the facility and associated contract are included below.

### Facility Information:

- Burney Forest Products
- Burney, CA (50 miles northeast of Redding, CA)
- Wood-waste fueled biomass renewable energy generation facility
- Nameplate capacity: 29 MW
- Estimated Annual Generation: ~200,000 MWh/year

### Contract Summary:

- Start Date: 11/1/2022
- Term: 5 years
- Structure: Index-plus renewable premium
- Price: Confidential

## COMMITTEE REVIEW

N/A

## FISCAL IMPACT

The pricing of this contract is confidential, but the price and structure of this agreement would result in both value and cost certainty to SDCP and its customers.

## ATTACHMENTS

Attachment A: MASTER POWER PURCHASE AND SALE AGREEMENT COVER SHEET

Attachment B: EEI MASTER POWER PURCHASE AND SALE AGREEMENT SHORT TERM SALES CONFIRMATION BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND SAN DIEGO COMMUNITY POWER



SUBJECT TO PG&amp;E CONTINUED REVIEW AND REVISION

**EEI MASTER POWER PURCHASE AND SALE AGREEMENT  
SHORT TERM SALES CONFIRMATION  
BETWEEN  
PACIFIC GAS AND ELECTRIC COMPANY  
AND**

**[Buyer to insert its full name here in all caps]**

This confirmation (“Confirmation”) confirms the transaction (“Transaction”) between Pacific Gas and Electric Company, a California corporation, but limited for all purposes hereunder to its electric procurement and electric fuels functions (“Seller” or “Party B”), and **[Buyer to insert its full name, place of formation and type of entity]** (“Buyer” or “Party A”), each individually a “Party” and together the “Parties”, effective as of the Execution Date, for the sale and purchase of the Product defined herein.

Except as otherwise expressly stated herein, this Confirmation is subject to, and incorporates by reference with the same force and effect as if set forth herein, all of the terms and provisions of the Parties’ EEI Master Power Purchase and Sale Agreement, together with the Cover Sheet [and the amendments and annexes thereto] **[PG&E to identify any amendments or annexes here]**, dated as of **[MM/DD/YYYY]** **[PG&E to insert date in MM/DD/YYYY format]** (collectively, [“Master Agreement”] [“EEI Agreement” **if no Collateral Annex**]) [, and the corresponding Collateral Annex and Paragraph 10 to the Collateral Annex thereto]. [Such Collateral Annex and Paragraph 10 to the Collateral Annex shall be referred to collectively herein as the “Collateral Annex”]. [The Master Agreement and the Collateral Annex shall be referred to collectively herein as the “EEI Agreement”.] The EEI Agreement and this Confirmation shall be referred to collectively herein as the “Agreement.”

Capitalized terms used but not defined in this Confirmation shall have the meanings ascribed to them in the EEI Agreement, the RPS (defined herein), or the Tariff (defined herein). If there is a conflict between the terms in this Confirmation and those in the EEI Agreement, this Confirmation shall control.

***[PG&E to delete references to the Collateral Annex above if there is no existing Collateral Annex between the Parties]***

**[Standard contract terms and conditions shown in shaded text are those that “may not be modified” per CPUC Decisions (“D.”) 07-11-025; D.10-03-021, as modified by D.11-01-025; and D.13-11-024.]**

<b>Seller:</b> Pacific Gas and Electric Company, limited for all purposes hereunder to its electric procurement and electric fuels functions		<b>Buyer:</b> <b>[Buyer to insert its name here]</b>
<b>Contact Information:</b>	<b>Name:</b> Pacific Gas and Electric Company, limited for all purposes hereunder to its electric procurement and electric fuels functions (“Seller” or “Party B”)	<b>Name:</b> <b>[Buyer to insert its contact name here]</b> (“Buyer” or “Party A”)
	<b>All Notices:</b> P.O. Box 770000, Mail Code N12E San Francisco, CA 94177  Attn: Ted Yura Senior Manager, Contract Management	<b>All Notices:</b> <b>[Buyer to insert its address for Notices here]</b>  Attn: <b>[Buyer to insert here]</b> Phone: <b>[Buyer to insert here]</b>

SUBJECT TO PG&amp;E CONTINUED REVIEW AND REVISION

	Phone: (415) 828-3350 Email: <a href="mailto:ted.yura@pge.com">ted.yura@pge.com</a>	Email: <b>[Buyer to insert here]</b>
	<b>Invoices:</b> Attn: Kelly Wong Senior Manager, Electric Settlements Phone: (510) 220-6064 Email: <a href="mailto:kelly.wong@pge.com">kelly.wong@pge.com</a>	<b>Invoices:</b> Attn: <b>[Buyer to insert here]</b> Phone: <b>[Buyer to insert here]</b> Email: <b>[Buyer to insert here]</b>
	<b>Payments:</b> Attn: Kelly Wong Senior Manager, Electric Settlements Phone: (510) 220-6064  Email: <a href="mailto:kelly.wong@pge.com">kelly.wong@pge.com</a>	<b>Payments:</b> Attn: <b>[Buyer to insert here]</b> Phone: <b>[Buyer to insert here]</b> Email: <b>[Buyer to insert here]</b>
	<b>Wire Transfer:</b> BNK: ABA: ACCT: Duns: Federal Tax ID Number:	<b>Wire Transfer:</b> BNK: ABA: ACCT: Duns: Federal Tax ID Number:
	<b>Credit and Collections:</b> <b>Credit and Collections:</b> Attn: Manager, Credit Risk Management Phone: (415) 972-5188 Email: <a href="mailto:PGERiskCredit@pge.com">PGERiskCredit@pge.com</a>	<b>Credit and Collections:</b> <b>Credit and Collections:</b> Attn: <b>[Buyer to insert here]</b> Phone: <b>[Buyer to insert here]</b> Email: <b>[Buyer to insert here]</b>  <b>Collateral:</b> Attn: <b>[Buyer to insert here]</b> Phone: <b>[Buyer to insert here]</b> Email: <b>[Buyer to insert here]</b>
	<b>Defaults:</b> With additional Notices of an Event of Default or Potential Event of Default to:  Pacific Gas and Electric Company 77 Beale Street, Mail Code B30A San Francisco, CA 94105 Attn: Legal Department Email: <b>[PG&amp;E to insert here]</b>	<b>Defaults:</b> With additional Notices of an Event of Default or Potential Event of Default to:  Address: <b>[Buyer to insert here]</b> Attn: <b>[Buyer to insert here]</b> Email: <b>[Buyer to insert here]</b>

SUBJECT TO PG&amp;E CONTINUED REVIEW AND REVISION

	<p align="center"><b>Contract Manager:</b></p> <p>Attn: Ted Yura          Senior Manager, Contract Management          Phone: (415) 828-3350          Email: ted.yura@pge.com</p>	
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**ARTICLE 1  
COMMERCIAL TERMS**

<b>Seller: PACIFIC GAS AND ELECTRIC COMPANY, limited for all purposes hereunder to its electric procurement and electric fuels functions</b>		<b>Buyer:</b> [Buyer to insert its full name here in all caps]
<b>Product:</b>	The Product shall consist of Electric Energy and associated Green Attributes from the Project, as further described and subject to the provisions herein.	
<b>Project:</b>	<p>All Product sold hereunder shall be generated by the facility ("Project") listed in Appendix A to this Confirmation.</p> <p>Buyer shall not be entitled to, and shall not receive, any amount of Green Attributes produced by the Project that is in excess of the Total Quantity.</p> <p>Buyer shall not be entitled to, and shall not receive, any amount of Electric Energy produced by the Project that is in excess of the Energy Quantity.</p>	
<b>Quantity:</b>	<p>(a) <u>For Green Attributes</u>: "Total Quantity" shall be equal to the volume of Green Attributes associated with the Electric Energy generated by the Project throughout the Energy Delivery Period, and shall be conveyed during the Green Attributes Delivery Period to Buyer as provided herein.</p> <p>(b) <u>For Electric Energy</u>: "Energy Quantity" shall be equal to the volume of Delivered Energy during the Energy Delivery Period.</p>	
<b>Energy Price:</b>	The Energy Price shall mean the Index Price for each megawatt-hour (MWh) of Delivered Energy delivered to Buyer under this Agreement.	
<b>Green Attributes Price:</b>	The Green Attributes Price shall mean \$[ ] for each MWh of Green Attributes conveyed to Buyer under this Agreement	
<b>Term of Transaction:</b>	<p>Except as otherwise provided herein, the term of the Transaction shall commence upon the Execution Date and shall continue until the end of the Delivery Term and the satisfaction of all other obligations of the Parties under this Agreement ("Term").</p> <p>This Confirmation, and the Transaction and Term hereunder, shall terminate early in the event of (1) a failure to satisfy the Condition Precedent defined below (2) an early termination of the PPA, or (3) as otherwise provided in the Agreement.</p> <p>Termination because of (1) a failure to satisfy the Condition Precedent or (2) an early termination of the PPA shall also terminate all of the Parties' obligations under the Confirmation as of the Transaction Termination Date as provided in Section 4.2, except for</p>	

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	the Parties' confidentiality obligations under Article 9 herein and the Parties' obligations regarding Green Attributes associated with Electric Energy generated by the Project through the termination date of the PPA.
<b>Credit Requirements:</b>	<p>(a) This Confirmation's credit requirements for the Electric Energy portion of the Product shall be governed by the EEI Agreement.</p> <p>(b) This Confirmation's credit requirements for the Green Attributes portion of the Product shall apply as specified below:</p> <p>(i) If the EEI Agreement has a Collateral Annex, then the Exposure Amount for the Green Attributes portion of the Product shall be equal to the product of the following: (I) the Green Attributes Price multiplied by (II) the greater of (a) fifty thousand (50,000) less the product, rounded to the nearest whole number, of (i) the volume of delivered Green Attributes multiplied by (ii) fifteen percent (15%) and (b) ten thousand (10,000).</p> <p>(ii) In the event the EEI Agreement does not have a Collateral Annex and Section 8.2(c), entitled "Collateral Threshold" with respect to "Party B Credit Protection", of the EEI Agreement applies, then the Termination Payment for the Green Attributes portion of the Product to be delivered to Party B as described in Section 8.2(c) of the EEI Agreement shall be equal to the product of the following: (I) the Green Attributes Price multiplied by (II) the greater of (a) fifty thousand (50,000) less the product, rounded to the nearest whole number, of (i) the volume of delivered Green Attributes multiplied by (ii) fifteen percent (15%) and (b) ten thousand (10,000).</p> <p>(c) Section 8.1 of the EEI Agreement, entitled "Party A Credit Protection", and all corresponding provisions of (i) the Cover Sheet to Section 8.1 of the EEI Agreement and (ii) the Collateral Annex with respect to such Section 8.1 and the applicable provisions thereto of Paragraph 10 to the Collateral Annex do not apply to this Confirmation.</p>
<b>Delivery Term:</b>	The "Delivery Term" shall consist of both the Energy Delivery Period and the Green Attributes Delivery Period.
<b>Energy Delivery Period:</b>	Subject to the satisfaction, or waiver in writing by both Parties, of the Condition Precedent, the "Energy Delivery Period" shall (1) commence on date upon which CPUC Approval occurs; and (2) end on the earlier of the conclusion of hour ending 2400 (PPT) on 10/31/2027 or the termination of the PPA.
<b>Green Attributes Delivery Period:</b>	<p>Subject to the satisfaction, or waiver in writing by both Parties, of the Condition Precedent, the "Green Attributes Delivery Period" shall commence on the first day that Seller conveys Green Attributes to Buyer and shall end on the earlier of (i) that date upon which the amount of Green Attributes conveyed to Buyer satisfies the Total Quantity; or (ii) in the event of an early termination of the PPA, that date upon which all Green Attributes associated with the Energy Delivery Period have been conveyed to Buyer.</p> <p>Seller shall convey Green Attributes to Buyer in the form of WREGIS Certificates. Seller shall transfer WREGIS Certificates into Buyer's WREGIS account in an amount required to satisfy the Total Quantity.</p>
<b>Delivery Point:</b>	The "Delivery Point" shall be that point at which Buyer receives Electric Energy from Seller as specified in Appendix A. Buyer shall take possession of Electric Energy from the Project at the Delivery Point.

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<b>Scheduling Obligations:</b>	Seller, or a qualified third party designated by Seller, shall act as Scheduling Coordinator for the Project. Buyer hereby authorizes Seller, or its third party Scheduling Coordinator designee, to deliver the Electric Energy to the CAISO at the Delivery Point as an agent on Buyer's behalf.
<b>Conditions Precedent:</b>	Notwithstanding any other provision of this Confirmation to the contrary, all of the Parties' obligations except for the Parties' confidentiality obligations under Article 9 herein, are conditioned upon (a) Seller's receipt, or the Parties' written waiver, of CPUC Approval as defined below ; and (b) Seller's receipt of the Performance Assurance from Buyer no later than five (5) Business Days following Seller's Notice to Buyer of CPUC Approval (defined below) (collectively, "Condition Precedent").

## ARTICLE 2 DEFINITIONS

- 2.1 "Balancing Authority" has the meaning set forth in the CAISO Tariff.
- 2.2 "Balancing Authority Area" has the meaning set forth in the CAISO Tariff.
- 2.3 "Broker or Index Quotes" means quotations solicited or obtained in good faith from (a) regularly published and widely-distributed daily forward price assessments from a broker that is not an Affiliate of either Party and who is actively participating in markets for the relevant Products; or (b) end-of-day prices for the relevant Products published by exchanges which transact in the relevant markets.
- 2.4 "Business Day" means all calendar days other than those days on which the Federal Reserve member banks in New York City are authorized or required by law to be closed, and shall be between the hours of 8:00 a.m. and 5:00 p.m. Pacific Prevailing Time for the relevant Party's principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the Notice, payment or delivery is being sent and by whom the Notice or payment or delivery is to be received.
- 2.5 "CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.
- 2.6 "CAISO Grid" has the same meaning as "CAISO Controlled Grid" as defined in the CAISO Tariff.
- 2.7 "California Renewables Portfolio Standard" or "RPS" means the renewable energy program and policies established by California State Senate Bills 1078, X1 - 2 and 350, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.
- 2.8 "CARB" means the California Air Resources Board or its successor agency.
- 2.9 "CEC" means the California Energy Commission or its successor agency.
- 2.10 "Contract Price" means the Energy Price plus the Green Attributes Price.
- 2.11 "CPUC" means the California Public Utilities Commission or its successor entity.

2.12 “CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and
- (b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

For the purpose of this Section 2.12, a CPUC Energy Division disposition which contains such findings, or deems approved an advice letter requesting such findings, shall be deemed to satisfy the CPUC decision requirement set forth above.

Also, for the purpose of this Section 2.12 only, the references therein to “Buyer” shall mean “Seller”.

2.13 “Credit Rating” means, with respect to any entity, (a) the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements); or (b) if such entity does not have a rating for its unsecured, senior long-term debt obligations, then the rating assigned to such entity as an issuer rating by S&P and/or Moody’s. If the entity is rated by both S&P and Moody’s and such ratings are not equivalent, the lower of the two ratings shall determine the Credit Rating. If the entity is rated by either S&P or Moody’s, but not both, then the available rating shall determine the Credit Rating.

2.14 “Delivered Energy” means the Electric Energy from the Project that is delivered by Seller to Buyer at the Delivery Point.

2.15 “Electric Energy” means three-phase, 60-cycle alternating current electric energy measured in MWh and net of auxiliary loads and station electrical uses (unless otherwise specified).

2.16 “Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

2.17 “Execution Date” means the latest signature date found on the signature page of this Agreement.

2.18 “Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (a) the loss of Buyer’s markets; (b) Buyer’s inability economically to use or resell the Product purchased hereunder; (c) the loss or failure of Seller’s supply unless caused by a force majeure event at the Project; or (d) Seller’s ability to sell the

## SUBJECT TO PG&amp;E CONTINUED REVIEW AND REVISION

Product at a price greater than the Contract Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the Delivery Point; and (ii) such curtailment is due to “force majeure” or “uncontrollable force” or a similar term as defined under the Transmission Provider’s tariff; provided, however, that existence of the two foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.

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

2.20 “Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHG) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;<sup>1</sup> (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state Law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local Law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Electric Energy. Green Attributes do not include (i) any Electric Energy, capacity, reliability or other power attributes from the Project; (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation; (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits; or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

2.21 “Index Price” means the day-ahead Locational Marginal Price (as defined in the CAISO Tariff) associated with the Delivered Energy to the Delivery Point for each applicable hour as published by the CAISO on the CAISO website or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

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

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2.22 “Law” means any statute, law, treaty, rule, regulation, CEC guidance document, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective after the Execution Date; or any binding interpretation of the foregoing. For the purposes of the definition of “CPUC Approval” in Section 2.12 and Sections 6.1(a), 6.1(b) and 8.2(b) in this Confirmation, the term “law” shall have the meaning set forth in this definition.

2.23 “Letter of Credit” means an irrevocable, non-transferable, standby letter of credit the form of which shall be substantially as contained in Appendix B to this Agreement; provided that, if the issuer is a U.S. branch of a foreign commercial bank, the intended beneficiary may require changes to such form; and the issuer must be a Qualified Institution on the date of delivery of the Letter of Credit to the Secured Party. In case of a conflict of this definition with any other definition of “Letter of Credit” contained in the EEI Agreement or any exhibit or annex thereto, this definition shall supersede any such other definition for purposes of the Transaction to which this Agreement applies.

2.24 “Market Quotation Average Price” means the arithmetic mean of the quotations solicited in good faith from not less than three (3) Reference Market-Makers (as hereinafter defined); provided, however, that the Party obtaining the quotes shall use reasonable efforts to obtain good faith quotations from at least five (5) Reference Market-Makers and, if at least five (5) such quotations are obtained, the Market Quotation Average Price shall be determined by disregarding the highest and lowest quotations and taking the arithmetic mean of the remaining quotations. The quotations shall be based on the offers to sell or bids to buy, as applicable, obtained for transactions substantially similar to each Terminated Transaction. The quote must be obtained assuming that the Party obtaining the quote will provide sufficient credit support for the proposed transaction. Each quotation shall be obtained, to the extent reasonably practicable, as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the Party obtaining the quotations and in accordance with the Notice provided pursuant to Section 5.2 of the EEI Agreement, which designates the Early Termination Date. If fewer than three quotations are obtained, it will be deemed that the Market Quotations Average Price in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined. For purposes of this Section 2.24, “Reference Market-Maker” means a leading dealer in the relevant market selected by a Party determining its exposure in good faith from among dealers of the highest credit standing which satisfy all the criteria that such Party applies generally at the time in deciding whether to offer or to make an extension of credit.

2.25 “Notice” means written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail). The contacts table of this Confirmation contains the names and addresses to be used for Notices.

2.26 “Power Purchase Agreement” or “PPA” means that Power Purchase Agreement between Seller and Burney Forest Products, a Joint Venture, executed on 11/01/2016, as amended from time to time.

2.27 “Qualified Institution” means either a U.S. commercial bank, or a U.S. branch of a foreign bank acceptable to the Beneficiary Party in its sole discretion; and in each case such bank must (i) have a Credit Rating of at least: (a) “A-”, with a stable designation” from S&P and “A3, with a stable designation” from Moody’s, if such bank is rated by both S&P and Moody’s; or (b) “A-”, with a stable designation” from S&P or “A3, with a stable designation” from Moody’s, if such bank is rated by either S&P or Moody’s, but not both, even if such bank was rated by both S&P and Moody’s as of the date of

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issuance of the Letter of Credit but ceases to be rated by either, but not both of those ratings agencies, and (ii) have assets of at least \$10 billion US Dollars.

2.28 “Real-Time Market” has the meaning set forth in the Tariff and shall include any market that CAISO may establish prior to or during the Term that clears at an interval between the Day-Ahead Market and the Real-Time Market.

2.29 “Renewable Energy Credit” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision 08-08-028, as may be amended from time to time or as further defined or supplemented by Law.

2.30 “Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases for delivery at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (a) costs reasonably incurred by Buyer in purchasing such substitute Product; and (b) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or absent a purchase, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

2.31 “Sales Price” means the price at which Seller, acting in a commercially reasonable manner, resells any Product not received by Buyer, deducting from such proceeds any (a) costs reasonably incurred by Seller in reselling such Product; and (b) additional transmission charges, if any, reasonably incurred by Seller in delivering such Product to the third party purchasers, or absent a sale, the market price at the Delivery Point for such Product not received as determined by Seller in a commercially reasonable manner; provided, further, that in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer’s liability. For purposes of this definition, Seller shall be considered to have resold such Product to the extent Seller shall have entered into one or more arrangements in a commercially reasonable manner whereby Seller repurchases its obligation to purchase and receive the Product from another party at the Delivery Point.

2.32 “Tariff” means the CAISO Fifth Replacement FERC Electric Tariff and protocol provisions, including any CAISO-published procedures or business practice manuals, as they may be amended, supplemented or replaced (in whole or in part) from time to time.

2.33 “Transactions” as used in the EEI Agreement shall mean the “Transaction” as defined in the preamble above.

2.34 “WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

2.35 “WREGIS Certificate” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

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

### **ARTICLE 3 CONVEYANCE OF ELECTRIC ENERGY AND GREEN ATTRIBUTES**

#### **3.1 Seller’s Delivery of Electric Energy.**

Subject to the terms and conditions of this Agreement, beginning on the first day of the Energy Delivery Period and continuing until the last day of the Energy Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, the Delivered Energy.

#### **3.2 Seller’s Conveyance of Green Attributes.**

(a) Green Attributes. Subject to the terms and conditions of this Agreement, beginning on the first day of the Green Attributes Delivery Period and continuing until the last day of the Green Attributes Delivery Period, Seller shall convey and sell, and Buyer shall purchase and receive, those Green Attributes associated with the Delivered Energy.

(i) Seller represents and warrants that Seller holds the rights to such Green Attributes from the Project and Seller agrees to convey such Green Attributes to Buyer as included in the delivery of the Product from the Project subject to the terms and conditions of this Agreement.

(ii) As set forth above, Seller shall convey only that amount of Green Attributes required to meet the Total Quantity and shall do so only during the Green Attributes Delivery Period.

(b) The Green Attributes in the amount of the Total Quantity shall be deemed to be conveyed to and received by Buyer under this Confirmation as set forth herein. During the Green Attributes Delivery Period, Seller shall convey to Buyer the Green Attributes associated with the Delivered Energy within: twenty-five (25) Business Days following the occurrence of both (I) the deposit into Seller’s WREGIS account of the WREGIS Certificates for the Green Attributes for the applicable Calculation Period; and (II) Buyer’s payment of the Monthly Cash Settlement Amount in accordance with Article 5 herein. Seller shall transfer such WREGIS Certificates in an amount equivalent to the Total Quantity to Buyer’s WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer.

#### **3.3 Obligations Limited to Product Delivered to Seller from Project.**

Buyer acknowledges that Seller’s delivery and conveyance obligations for Product under this Agreement are limited solely to Product delivered from the Project to Seller pursuant to the PPA. In the event of any reduction in Product volume or the loss or failure of delivery of Product from the Project to Seller under the PPA: (a) Seller shall have no liability to Buyer, including, without limitation, for any damages determined pursuant to Article 4 of the EEI Agreement, nor shall Seller be required to indemnify Buyer for any related penalties, fines, or costs, and (b) such reduction, loss or failure of delivery shall not be an Event of Default under Article 5 of the EEI Agreement.

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## **ARTICLE 4 CPUC FILING AND APPROVAL**

### **4.1 Filing for CPUC Approval.**

Within sixty (60) days after the Execution Date, Seller shall file with the CPUC a request for CPUC Approval. Buyer shall use commercially reasonable efforts to support Seller in obtaining CPUC Approval. Seller shall have no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Confirmation or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party. Notwithstanding anything to the contrary in the Confirmation, Seller shall not have any obligation or liability to Buyer or any third party for any action or inaction of the CPUC or other Governmental Authority affecting the approval or status of this Confirmation as a transaction eligible for portfolio content category 1, as defined in California Public Utilities Code Section 399.16(b)(1).

### **4.2 Termination Right and Transaction Termination Date.**

In the event that: (a) the CPUC issues a final and non-appealable order not approving this Agreement in its entirety; (b) the CPUC issues a final and non-appealable order which contains conditions or modifications unacceptable to either Party; or (c) approval by the CPUC has not been received by Seller on or before sixty (60) days from the date on which Seller files for CPUC Approval, then either Party may, in its sole discretion, elect to terminate this Agreement upon Notice to the other Party provided in accordance with Article 10.7 of the EEI Agreement. Such Notice shall become effective one (1) Business Day after its provision. In the event of an early termination of the PPA, this Agreement will terminate effective as of the termination date of the PPA, and Seller will send Notice to Buyer thereof in accordance with Article 10.7 of the EEI Agreement. The effective date of either such Notice shall constitute the "Transaction Termination Date". Any termination elected and noticed in accordance with this Section 4.2 shall terminate all of the Parties' rights and obligations under the Agreement as of the Transaction Termination Date, except for the Parties' confidentiality obligations under Article 9 herein and the Parties' obligations regarding Green Attributes associated with Electric Energy generated by the Project through the termination date of the PPA.

### **4.3 Effect of Termination.**

Any termination properly exercised by a Party under Section 4.2 shall be without liability or obligation, except for the Parties' confidentiality obligations under Article 9 herein, and shall have no effect on the status of the EEI Agreement.

## **ARTICLE 5 COMPENSATION**

### **5.1 Calculation Period.**

The "Calculation Period" shall be each calendar month or portion thereof that Delivered Energy was conveyed to Buyer and for which associated Green Attributes will be transferred to Buyer under this Confirmation as described in Section 3.2(b).

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## **5.2 Monthly Cash Settlement Amount.**

Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The “Monthly Cash Settlement Amount” for a particular Calculation Period shall be equal to the sum of (a) plus (b) minus (c), where:

(a) equals the sum, over all hours of the Calculation Period, of the applicable Energy Price for each hour of Delivered Energy, multiplied by the quantity of Delivered Energy during that hour; and

(b) equals the Green Attributes Price multiplied by the quantity of Green Attributes (in MWhs) that will be conveyed as described in Section 3.2(b) and that are associated with the Delivered Energy in the Calculation Period; and

(c) equals the sum, over all hours of the Calculation Period, of the applicable Energy Price for each hour of Delivered Energy, multiplied by the quantity of Delivered Energy during that hour.

## **5.3 Payment Date.**

Notwithstanding anything to the contrary in Article Six of the EEI Agreement, payment of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable four (4) calendar months following the applicable Calculation Period and on or before the later of: (a) the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains; and (b) ten (10) days following the date of Buyer’s receipt of an invoice issued by Seller for such applicable Calculation Period; provided that, if such payment due date is not a Business Day, then on the next Business Day. Payment to Seller shall be made by wire transfer pursuant to the Notices section of this Agreement.

## **5.4 Invoices.**

The invoice shall include a statement detailing the amount of Delivered Energy, and associated Green Attributes, transferred to Buyer during the applicable Calculation Period. For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon Buyer’s receipt by e-mail of such invoice in PDF format from Seller. Invoices to Buyer shall be sent by email to the address provided in the Seller Contact Information table.

# **ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS**

## **6.1 Seller’s Representations, Warranties, and Covenants.**

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

(b) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the

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definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(c) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

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

(ii) For further clarity, the phrase “first delivery” as used in the immediately preceding paragraph means the first date of the Green Attributes Delivery Period.

(d) In addition to the foregoing, Seller warrants, represents and covenants, as of the Execution Date and throughout the Delivery Term, that:

(i) Seller has the contractual rights to sell all right, title, and interest in the Product required to be delivered hereunder;

(ii) Seller has not sold the Product required to be delivered hereunder to any other person or entity;

(iii) Seller is a “forward contract merchant” within the meaning of the United States Bankruptcy Code (as in effect as of the Execution Date of this Confirmation);

(iv) at the time of delivery, all rights, title, and interest in the Product required to be delivered hereunder are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;

(v) Seller shall not substitute or purchase any Product from any generating resource other than the Project or the market for delivery hereunder; and

(vi) the facility(s) designated by Seller as the Project and all electrical output from the facility(s) designated as the Project are, or will be, by the first date of the Green Attributes Delivery Period, registered with WREGIS as RPS-eligible.

(e) As of the Execution Date and throughout the Energy Delivery Period, Seller represents, warrants and covenants that the Project meets the criteria in either (A) or (B):

(A) The Project either has a first point of interconnection with a California balancing authority, or a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area; or

(B) The Project has an agreement to dynamically transfer electricity to a California balancing authority.

(f) If and to the extent that the Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, Seller represents, warrants and covenants that the resale

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complies with the following conditions in (i) through (iv) below as of the Execution Date and throughout the Energy Delivery Period:

- (i) The original upstream third party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(1)(A);
- (ii) This Agreement transfers only Electric Energy and Green Attributes that have not yet been generated prior to the commencement of the Energy Delivery Period;
- (iii) The Delivered Energy transferred hereunder is transferred to Buyer in real time; and
- (iv) If the Project has an agreement to dynamically transfer electricity to a California balancing authority, the transactions implemented under this Agreement are not contrary to any condition imposed by a balancing authority participating in the dynamic transfer arrangement.

**6.2** To the extent a change in Law occurs after the Execution Date that causes the representations, warranties, and/or covenants in Section 6.1 or this Section 6.2 that continue beyond the Execution Date to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law.

**6.3** “Commercially reasonable efforts” as set forth in this Article 6 and as applicable to Seller only shall not require Seller to incur out-of-pocket expenses in excess of twenty-five thousand dollars (\$25,000.00) in the aggregate during the Term.

## ARTICLE 7 TERMINATION AND CALCULATION OF TERMINATION PAYMENT

In the event this Transaction becomes a Terminated Transaction pursuant to Section 5.2 of the EEI Agreement, then the Settlement Amount with respect to this Transaction shall not be calculated in accordance with the EEI Agreement, but instead shall be calculated as follows:

The Non-Defaulting Party shall determine its Gains and Losses by determining the Market Quotation Average Price for the Terminated Transaction. In the event the Non-Defaulting Party is not able, after commercially reasonable efforts, to obtain the Market Quotation Average Price with respect to the Terminated Transaction, then the Non-Defaulting Party shall calculate its Gains and Losses for the Terminated Transaction in a commercially reasonable manner by calculating the arithmetic mean of the quotes of at least three (3) Broker or Index Quotes based on the offers to sell or bids to buy, as applicable, obtained for transactions substantially similar to the Terminated Transaction. Such Broker or Index Quotes must be obtained assuming that the Party obtaining the quote will provide sufficient credit support for the proposed transaction. In the event the Non-Defaulting Party is not able, after commercially reasonable efforts to obtain at least three (3) such Broker or Index Quotes with respect to the Terminated Transaction, then the Non-Defaulting Party shall calculate its Gains and Losses for such Terminated Transaction in a commercially reasonable manner by reference to information supplied to it by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information; provided, however, that such third parties shall not be Affiliates of either Party. Only in the event the Non-Defaulting Party is not able, after using commercially reasonable efforts, to obtain such third party

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information, then the Non-Defaulting Party shall calculate its Gains and Losses for such Terminated Transaction in a commercially reasonable manner using relevant market data it has available to it internally.

## ARTICLE 8 GENERAL PROVISIONS

### 8.1 Buyer Audit Rights

In addition to any audit rights provided under the EEI Agreement, Seller shall, during the Term as may be requested by Buyer, provide documentation (which may include, for example, meter data as recorded by a meter approved by the Project's governing Balancing Authority) sufficient to demonstrate that the Product has been conveyed and delivered to Buyer.

### 8.2 Governing Law

(a) Notwithstanding any provision to the contrary in the EEI Agreement, the Governing Law applicable to this Agreement shall be as set forth herein. This Section 8.2 does not change the Governing Law applicable to any other confirmation or transaction entered into between the Parties under the EEI Agreement.

(b) Governing Law. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

For the purposes of Section 8.2(b) above, the words "party" and "parties" shall have the meaning ascribed to them in the preamble of this Confirmation, and the word "agreement" shall mean the term "Agreement" as defined in the preamble of this Confirmation.

## ARTICLE 9 CONFIDENTIALITY

9.1 The confidentiality provisions in Section 10.11 of the EEI Agreement shall apply herein, except that each of Buyer and Seller may disclose the following information regarding this Confirmation:

- (a) Party names;
- (b) Resource(s);
- (c) Term;
- (d) Project name, location(s), and information in Appendix A;
- (e) Capacity of each facility designated as the Project;
- (f) The fact that a facility designated as the Project is on-line and delivering;
- (g) Delivery Point;
- (h) The quantity of Product expected or actually delivered under this Confirmation; and
- (i) Information provided by Seller pursuant to Section 8.1 of this Confirmation

9.2 Except for disclosures to comply with any applicable regulation, rule, or order of the CPUC, Federal Energy Regulatory Commission, CEC, or other Governmental Authorities, each Party shall provide Notice of any disclosure made pursuant to this Article 9 to the other Party.

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**ACKNOWLEDGED AND AGREED TO BY EACH PARTY'S DULY AUTHORIZED REPRESENTATIVE OR OFFICER:**

**PACIFIC GAS AND ELECTRIC COMPANY,**  
a California corporation, limited for all  
purposes hereunder to its electric procurement  
and electric fuels functions.

**[BUYER, (*include place of formation and business type*)],** by its duly authorized officers

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**APPENDIX A to  
EEI Master Power Purchase and Sale Agreement  
Short Term Sales Confirmation**

**PROJECT**

Name of Facility	Resource	Location	CEC RPS ID	Host Balancing Authority	Delivery Point
Burney Forest Products	Biomass	Burney, CA	60073A	CAISO	BRNYFRST_7_B1

## APPENDIX B

### FORM OF LETTER OF CREDIT

#### *Issuing Bank Letterhead and Address*

STANDBY LETTER OF CREDIT NO. XXXXXXXXX

**Date:** *[insert issue date]*

**Beneficiary:** Pacific Gas and Electric Company  
77 Beale Street, Mail Code B28L  
San Francisco, CA 94105  
Attention: Credit Risk Management

**Applicant:** [Insert name and address of Applicant]

**Letter of Credit Amount:** *[insert amount]*

**Expiry Date:** *[insert expiry date]*

Ladies and Gentlemen:

By order of *[insert name of Applicant]* ("Applicant"), we hereby issue in favor of Pacific Gas and Electric Company (the "Beneficiary") our irrevocable standby letter of credit No. *[insert number of letter of credit]* ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. \$ *[insert amount in figures followed by (amount in words)]* ("Letter of Credit Amount"). This Letter of Credit is available with *[insert name of issuing bank, and the city and state in which it is located]* by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on *[insert expiry date]* (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. *[insert number]* and stating the amount of the demand; and
2. One of the following statements signed by an authorized representative or officer of Beneficiary:
  - A. "Pursuant to the terms of that certain EEI Power Purchase and Sale Agreement (the "Agreement"), dated *[insert date of the Agreement]*, between Beneficiary and *[insert name of Seller under the Agreement]*, or any Confirmation thereunder or related thereto, Beneficiary is entitled to draw under Letter of Credit No. *[insert number]* amounts owed by *[insert name of Seller under the Agreement]* under the Agreement; or
  - B. "Letter of Credit No. *[insert number]* will expire in thirty (30) days or less and *[insert name of Seller under the Agreement]* has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;

3. This Letter of Credit is not transferable; and
4. The Expiry Date of this Letter of Credit shall be automatically extended without a written amendment hereto for a period of one (1) year and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date we notify you by registered mail or courier that we elect not to extend the Expiry Date of this Letter of Credit for such additional period.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date in case of an interruption of our business as stated below), at our offices at *[insert issuing bank's address for drawings]*.

All demands for payment shall be made by presentation of original drawing documents and a copy of this Letter of Credit; or by facsimile transmission of documents to *[insert fax number]*, Attention: *[insert name of issuing bank's receiving department]*, with original drawing documents and a copy of this Letter of Credit to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at *[insert phone number]* to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision*, International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit, if they are presented within thirty (30) days after the resumption of our business, and will effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at *[insert number and any other necessary details]*.

Very truly yours,

*[insert name of issuing bank]*

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_ *[print or type name]*

Title: \_\_\_\_\_ *[print or type title]*

*[Note: All pages must contain the Letter of Credit number and page number for identification purposes.]*

**APPENDIX B**  
**FORM OF LETTER OF CREDIT**  
**EXHIBIT A – SIGHT DRAFT**

TO  
*[INSERT NAME AND ADDRESS OF PAYING BANK]*

AMOUNT: \$ \_\_\_\_\_ DATE: \_\_\_\_\_

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC  
COMPANY THE AMOUNT OF U.S.\$ \_\_\_\_\_ ( \_\_\_\_\_ U.S. DOLLARS)

DRAWN UNDER *[INSERT NAME OF ISSUING BANK]* LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

*[INSERT PAYMENT INSTRUCTIONS]*

DRAWER

BY: \_\_\_\_\_  
NAME AND TITLE

**MASTER POWER PURCHASE AND SALE AGREEMENT**

**COVER SHEET**

This *Master Power Purchase and Sale Agreement* (Version 2.1; modified 4/25/00) ("*Master Agreement*") is made as of the last dated signature on the signature page hereto ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

Name: ("Party A")

Name: Pacific Gas and Electric Company ("Party B"),  
**limited for all purposes hereunder to its Electric  
Procurement and Electric Fuels Functions.**

**All Notices:**

Street:

Street: 245 Market Street

City: Zip:

City: San Francisco, CA Zip: 94105

Attn:

Attn: Contract Management

Phone:

Phone: (415) 412-0263

E-mail:

**Invoices:**

Attn:

**Invoices:**

Attn: Senior Manager, Electric Settlements

Phone:

Phone: (510) 220-6064

E-mail:

**Scheduling:**

Attn:

**Scheduling:**

Attn: Mike McDermott

Phone:

Phone: (415) 973-6222, 973-4072

E-mail:

**Payments:**

Attn:

**Payments:**

Attn: Senior Manager, Electric Settlements

Phone:

Phone: (510) 220-6064

Duns:

Duns: 556650034

Federal Tax ID Number:

Federal Tax ID Number: 94-0742640

**Wire Transfer:**

BNK:

**Wire Transfer:**

BNK: The Bank of Mellon NY

ABA:

ABA: 011001234

ACCT:

ACCT: 059994

**Credit and Collections:**

Attn:

**Credit and Collections:**

Attn: Credit Risk Management

Phone:

Email: PGERiskCredit@pge.com

**Confirmations:**

Attn:

**Confirmations:**

Attn: Manager, Fuel Settlements

Phone:

E-mail: egsettlements@pge.com

Phone: (415) 940-9528

***CONFIDENTIAL – PG&E Draft (standard)***

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

Party A Tariff	Tariff	Dated	Docket Number
Party B Tariff	Tariff	Dated <u>July 23, 2015</u>	Docket Number <u>ER15-02245-000</u>

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**Article Two**

Transaction Terms and  
Conditions

☒ Optional provision in Section 2.4. If not checked, inapplicable

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**Article Four**

Remedies for Failure to Deliver  
or Receive

☒ Accelerated Payment of Damages. If not checked, inapplicable.

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**Article Five**

Events of Default; Remedies

5.1(g) Cross Default for Party A:

☒ Party A: **[Enter Party Name]**

Cross Default Amount \$100,000.00

☐ Other Entity: \_\_\_\_\_

Cross Default Amount 0

5.1(g) Cross Default for Party B:

☒ Party B: Pacific Gas and Electric Company

Cross Default Amount \$  
200,000,000.00

☐ Other Entity: \_\_\_\_\_

Cross Default Amount \$ \_\_\_\_\_

5.6 Closeout Setoff

☒ Option A (Applicable if no other selection is made.)

☐ Option B - Affiliates shall have the meaning set forth in the Agreement unless  
otherwise specified as follows:

☐ Option C (No Setoff)

---

**Article Eight**

Credit and Collateral  
Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

☒ Option A

☐ Option B Specify

☐ Option C Specify

(b) Credit Assurances:

☒ Not Applicable

☐ Applicable

(c) Collateral Threshold:

☒ Not Applicable

☐ Applicable

If applicable, complete the following:

Party B Collateral Threshold: The Collateral Annex does not secure the obligations of  
Party B under this Master Agreement

(d) Downgrade Event:

- ☒ Not Applicable  
☐ Applicable

If applicable, complete the following:

It shall be a Downgrade Event for Party B if Party B's Credit Rating falls below \_\_\_\_\_ from S&P or \_\_\_\_\_ from Moody's or if either S&P or Moody's does not rate Party B.

- ☐ Other:  
Specify: .

(e) Guarantor for Party B: None

Guarantee Amount:

**8.2 Party B Credit Protection:**

(a) Financial Information:

- ☒ Option A  
☐ Option B Specify:  
☐ Option C Specify:

(b) Credit Assurances:

- ☒ Not Applicable  
☐ Applicable

(c) Collateral Threshold:

- ☐ Not Applicable  
☒ Applicable

If applicable, complete the following:

Party A Collateral Threshold: See Collateral Annex

(d) Downgrade Event:

- ☒ Not Applicable  
☐ Applicable

If applicable, complete the following:

It shall be a Downgrade Event for Party A if Party A's Credit Rating falls below \_\_\_\_\_ from S&P or \_\_\_\_\_ from Moody's or if Party A is not rated by either S&P or Moody's.

- ☐ Other:  
Specify: .

(e) Guarantor for Party A: \_\_\_\_\_

Guarantee Amount: \$ \_\_\_\_\_

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**Article Ten**

Confidentiality ☒ Confidentiality Applicable  
If not checked, inapplicable.

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**Schedule M**

- ☐ Party A is a Governmental Entity or Public Power System  
☐ Party B is a Governmental Entity or Public Power System

- ☐ Add Section 3.6. If not checked, inapplicable
- ☐ Add Section 8.6. If not checked, inapplicable

**Other Changes**

Specify, if any: The following changes shall be applicable.

**GENERAL TERMS AND CONDITIONS.**

(A) Article One: General Definitions. Amend Article One as follows:

- (1) Section 1.1 is amended in its entirety to read: “Affiliate” means (i) with respect to Party A, any entity which directly or indirectly controls, is controlled by, or is under a common control with Party A, and (ii) with respect to Party B, none. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlling”, “controlled by” and “under common control with”), shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies through the ownership of voting securities, by agreement or otherwise.
- (2) Section 1.12 deleted and replaced with the definition of “Credit Rating” as set forth in Paragraph 10 to the Collateral Annex to this Agreement
- (3) Section 1.27 deleted and replaced with the definition of “Letter of Credit” as set forth in the Collateral Annex to this Agreement (as modified in Paragraph 10 to that Collateral Annex).
- (4) Section 1.45 is deleted and replaced with the definition of “Performance Assurance” as set forth in the Collateral Annex to this Agreement (as modified by Paragraph 10 to that Collateral Annex), and “Credit Assurance” as the term is used in this Cover sheet shall mean Performance Assurance as so defined in the Collateral Annex.
- (5) In Section 1.50 replace the reference to Section 2.4 with reference to Section 2.5.
- (6) In Section 1.51 replace “at Buyer’s option” in the fifth line with “absent a purchase”.
- (7) In Section 1.53 replace “at Seller’s option” in the fifth line with “absent a sale”.
- (8) A new Section 1.62 is added as follows:

“Broker or Index Quotes” means quotations solicited or obtained in good faith from (a) regularly published and widely-distributed daily forward price assessments from a broker that is not an Affiliate of either Party and who is actively participating in markets for the relevant Products or (b) end-of-day prices for the relevant Products published by exchanges which transact in the relevant markets.”
- (9) A new Section 1.63 is added as follows:

“Market Quotation Average Price” means the arithmetic mean of the quotations solicited in good faith from not less than three (3) Reference Market-Makers (as hereinafter defined); provided, however, that the Party obtaining the quotes shall use reasonable efforts to obtain good faith quotations from at least five (5) Reference Market-Makers and, if at least five (5) such quotations are obtained, the Market Quotation Average Price shall be determined by disregarding the highest and lowest quotations and taking the arithmetic mean of the remaining quotations. The quotations shall

be based on the offers to sell or bids to buy, as applicable, obtained for transactions substantially similar to each Terminated Transaction. The quote must be obtained assuming that the Party obtaining the quote will provide sufficient credit support for the proposed transaction. Each quotation shall be obtained, to the extent reasonably practicable, as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the Party obtaining the quotations and in accordance with the notice pursuant to Section 5.2, which designates the Early Termination Date. If fewer than three quotations are obtained, it will be deemed that the Market Quotation Average Price in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.”

(10) A new Section 1.64 is added as follows:

“Reference Market Maker” shall have the meaning as set forth in the Collateral Annex to this Agreement.

(11) A new Section 1.65 is added as follows:

“JAMS” means JAMS, Inc., or its successor entity, a judicial arbitration and mediation service.

(B) Article Two: Transaction Terms and Conditions. Amend Article Two as follows:

(1) In Section 2.1, delete the first sentence in its entirety and replace with the following:

“A Transaction, or an amendment, modification or supplement thereto, shall be entered into only upon a writing signed by both Parties.”

(2) Section 2.3 is hereby deleted in its entirety and replaced with the following:

2.3 “No Oral Agreements or Modifications. Notwithstanding anything to the contrary in this Master Agreement, the Master Agreement and any and all Transactions may not be orally amended or modified.”

(3) Section 2.4 is hereby amended by deleting the words “either orally or” in the seventh line.

(4) A new Section 2.6 is added to read as follows:

“2.6 Imaged Agreement. Any original executed Master Agreement, Confirmation or other related document may be photocopied and stored in electronic format (the ‘Imaged Agreement’). The Imaged Agreement, if introduced as evidence on paper, the Confirmation, if introduced as evidence in automated facsimile form, the Recording, if introduced as evidence in its original form and as transcribed onto paper or into other written format, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the Recording, the Confirmation, or the Imaged Agreement (or photocopies of the transcription of the Recording, the Confirmation, or the Imaged Agreement) on the basis that such were not originated or maintained in documentary or written form under either the hearsay rule or the best evidence rule. However, nothing in this Section 2.6 shall preclude a Party from challenging the admissibility of such

evidence on some other grounds, including, without limitation, the basis that such evidence has been altered from the original.”

(C) Article Three: Obligations and Deliveries. Amend Article Three as follows:

(1) Add a new Section 3.4as follows:

3.4. Index Transactions. If the Contract Price for a Transaction is determined by reference to a third-party information source, then the following provisions shall be applicable to such Transaction.

(a) Market Disruption. If a Market Disruption Event occurs during a Determination Period, the Floating Price for the affected Trading Day(s) shall be determined by reference to the Floating Price specified in the Transaction for the first Trading Day thereafter on which no Market Disruption Event exists; provided, however, if the Floating Price is not so determined within three (3) Business Days after the first Trading Day on which the Market Disruption Event occurred or existed, then the Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price), and if the Parties have not so agreed on or before the twelfth Business Day following the first Trading Day on which the Market Disruption Event occurred or existed, then the Floating Price shall be determined in good faith by taking the average of the price quotations for the Trading Days that are obtained from no more than two (2) Reference Market-Makers selected by each of the Parties (for a total of four (4) price quotations).

(b) For purposes of this Section 3.4, the following definitions shall apply:

(i) “Determination Period” means each calendar month a part or all of which is within the Delivery Period of a Transaction.

(ii) “Exchange” means, in respect of a Transaction, the exchange or principal trading market specified in the relevant Transaction.

(iii) “Floating Price” means a price per unit in \$U.S. specified in a Transaction that is based upon a Price Source.

(iv) “Market Disruption Event” means, with respect to any Price Source, any of the following events: (a) the failure of the Price Source to announce or publish the specified Floating Price or information necessary for determining the Floating price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the Exchange or in the market specified for determining a Floating Price; (c) the temporary or permanent discontinuance or unavailability of the Price Source; (d) the temporary or permanent closing of any Exchange specified for determining a Floating Price; or (e) a material change in the formula for or the method of determining the Floating Price.

(v) “Price Source” means, in respect of a Transaction, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the specified price (or prices from which the specified price is calculated) specified in the relevant Transaction.

(vi) “Trading Day” means a day in respect of which the relevant Price Source published the Floating Price.

(c) Corrections to Published Prices. For purposes of determining a Floating Price for any day, if the price published or announced on a given day and used or to be used to determine a relevant price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within two (2) years of the original

publication or announcement, either Party may notify the other Party of (i) that correction and (ii) the amount (if any) that is payable as a result of that correction. If, not later than thirty (30) days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than ten (10) Business Days after the effectiveness of that notice, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction.

(d) Calculation of Floating Price. For the purposes of the calculation of a Floating Price, all numbers shall be rounded to three (3) decimal places. If the fourth (4<sup>th</sup>) decimal number is five (5) or greater, then the third (3<sup>rd</sup>) decimal number shall be increased by one (1), and if the fourth (4<sup>th</sup>) decimal number is less than five (5), then the third (3<sup>rd</sup>) decimal number shall remain unchanged.”

(D) Article Five: Events of Default; Remedies. Amend Article Five as follows

(1) In Section 5.1(a) change “three (3) Business Days” to “five (5) Business Days”.

(2) Section 5.1(g) is amended by deleting the phrase “, or becoming capable at such time of being declared,” from the eighth and ninth lines, and deleting the phrase “or (ii) a default by such Party or any other party specified in the Cover Sheet for such Party in making on the due date therefor one or more payments, individually or collectively, in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet)”.

(3) Section 5.2 is amended to (i) add the words “and time of day” in the third line immediately following the first instance of the word “day” and (ii) add the following at the end of the Section:

“The Non-Defaulting Party shall determine its Gains and Losses by determining the Market Quotation Average Price for each Terminated Transaction. In the event the Non-Defaulting Party is not able, after commercially reasonable efforts, to obtain the Market Quotation Average Price with respect to any Terminated Transaction, then the Non-Defaulting Party shall calculate its Gains and Losses for such Terminated Transaction in a commercially reasonable manner by calculating the arithmetic mean of at least three (3) Broker or Index Quotes for transactions substantially similar to each Terminated Transaction. Such Broker or Index Quotes must be obtained assuming that the Party obtaining the quote will provide sufficient credit support for the proposed transaction. In the event the Non-Defaulting Party is not able, after commercially reasonable efforts to obtain at least three (3) Broker or Index Quotes with respect to any Terminated Transaction, then the Non-Defaulting Party shall calculate its Gains and Losses for such Terminated Transaction in a commercially reasonable manner by reference to information supplied to it by one or more third parties including, without

limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information; provided, however, that such third parties shall not be Affiliates of either Party. Only in the event the Non-Defaulting Party is not able, after using commercially reasonable efforts, to obtain such third party information, then the Non-Defaulting Party shall calculate its Gains and Losses for such Terminated Transaction in a commercially reasonable manner using relevant market data it has available to it internally.”

- (4) Section 5.3 is amended by inserting “plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Defaulting Party Pursuant to Article Eight,” between the words “that are due to the Non-Defaulting Party,” and “plus any and all other amounts” in the sixth line.
- (5) The following is added to the end of Section 5.4: “Notwithstanding any provision to the contrary contained in this Agreement, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under Article 5 until the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel) that all other obligations of any kind whatsoever of the Defaulting Party to make any payments to the Non-Defaulting Party or any of its Affiliates under this Agreement or otherwise which are due and payable as of the Early Termination Date have been fully and finally performed.”; and
- (6) Section 5.6 is amended by adding the following sentence to the end of the section: The Parties shall be limited to setting off only against the payment of money under transactions between the Parties with respect to the purchase and sale of natural gas and for which such transaction is solely for the purpose of procuring natural gas for the use of Party B’s electric fuels management function, thereby explicitly excluding from set-off: (i) any payments of money which might arise through a transaction between the Parties for the purchase and sale of natural gas for use by Party B’s core natural gas retail function; and (ii) any payments of money which arise out of an instrument relating to borrowed money indebtedness of any kind (whether matured or unmatured or whether or not contingent).

(E) Article Ten: Miscellaneous. Amend Article Ten as follows:

- (1) Section 10.2(i) is amended as follows: the phrase “... and is qualified to conduct its business in each jurisdiction in which it will perform a Transaction.” is added to the end of 10.2(i);
- (2) Section 10.2(vi) is amended by deleting the phrase “or any of its Affiliates”.
- (3) Section 10.2(ix) is amended by adding the phrase “it is an ‘eligible contract participant’ as defined in Section 1(a)(18) of the Commodity Exchange Act, as amended, and it is an ‘eligible commercial entity’ as defined in Section 1(a)(17) of the Commodity Exchange Act, as amended”.

- (4) Section 10.2(x) is amended by replacing “and” in the third line with a comma and adding the following at the end of the section: “and it intends to physically settle each Transaction such that if the ‘commodity option’ (as defined in the Commodity Exchange Act, as amended) associated with a Transaction is exercised, the option would result in the sale of an ‘exempt commodity’ (as defined in Section 1(a)(20) of the Commodity Exchange Act, as amended) for immediate or deferred delivery.”
- (5) Section 10.5 is amended as follows: (a) the phrase “may be withheld in the exercise of its sole discretion” is deleted and replaced with “which consent may not be unreasonably withheld”; and (b) replace the word “affiliate” with the defined term “Affiliate.”
- (6) Section 10.10 is deleted in its entirety.
- (7) Section 10.11 is deleted in its entirety and replaced with the following:

“10.11 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of this Agreement or any Transaction to a third party other than (i) the Party’s or the Party’s Affiliates’ employees, lenders, counsel, accountants, advisors or ratings agencies who have a need to know such information and have agreed to keep such terms confidential (ii) in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding or request applicable to such Party or any of its Affiliates, (iii) as Party B deems necessary in order to demonstrate the reasonableness of its actions to duly authorized governmental or regulatory agencies, including, without limitation, the California Public Utilities Commission (“CPUC”) or any division thereof or (iv) to any Governmental Entity, the CPUC, CAISO and the Procurement Review Group, if applicable; provided, however, each Party shall in the cases described in subsections (ii) through (iv), to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The confidentiality obligation hereunder shall not apply to any information that was or hereafter becomes available to the public other than as a result of a disclosure in violation of this Section 10.11.

Regardless of any other provisions of this Agreement, either Party shall have the right to disclose the terms and conditions of a transaction between the parties to index publishers that aggregate and report such data to the public in the form of indices.

- (8) A new Section 10.12 is added as follows:
- “10.12 Execution. A signature received via facsimile or email shall have the same legal effect as an original.”
- (9) A new Section 10.13 is added as follows:
- The Parties agree that Security and Exchange Commission rules for reporting power purchase agreements may require PG&E to collect and possibly consolidate financial information. For any Transaction for which such reporting is required, PG&E is obligated to obtain information from Seller to determine whether or not consolidation is required. If PG&E determines that consolidation is required, PG&E shall require the following during every calendar quarter for the term of such Transaction:

- a) Complete financial statements and notes to financial statements  
and

- b) Financial schedules underlying the financial statements, all within 15 days of the end of each quarter.
- c) Access to records and personnel, so that PG&E's independent auditor can conduct financial audits (in accordance with generally accepted auditing standards) and internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002).

Any information provided to PG&E shall be treated confidentially and only disclosed on an aggregate basis with other similar entities for which PG&E has power-purchase contracts. The information will only be used for financial statement purposes and shall not be otherwise shared with internal or external parties.

(10) A new Section 10.14 is added as follows:

10.14 Dispute Resolution. Mindful of the high costs of litigation, not only in dollars but time and energy as well, the Parties intend to and do hereby establish a final and binding out-of-court dispute resolution procedure to be followed in the event any controversy should arise out of or concerning the performance of a Transaction. Accordingly, it is agreed as follows:

10.14(a) Negotiation.

(1) Except for disputes arising with respect to a Termination Payment, the Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's designated representative ("Manager"). Either Party may request a meeting (in person or telephonically) to initiate negotiations. Parties will then designate their respective Managers in writing, and the meeting shall be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within 15 Business Days of their first meeting ("Initial Negotiation End Date"), the Managers shall refer the matter to the designated senior officers of their respective companies, who shall have authority to settle the dispute ("Executive(s)"). Within five (5) Business Days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide one another written notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(2) Within 5 Business Days of the Referral Date the Executives shall establish a mutually acceptable location and date, which date shall not be greater than 30 calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary to exchange the relevant information and to attempt to resolve the dispute.

(3) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.

(4) If the matter is not resolved within 45 calendar days of the Referral Date, or if the Party receiving the written request to meet, pursuant to subpart (a) above, refuses or will not meet within 10 Business Days, either Party may

initiate mediation of the controversy or claim according to the terms of the following Section 10.14(b).

(5) If a dispute exists with respect to the Termination Payment, and such dispute cannot be resolved by good faith negotiation of the Parties within 10 Business Days of the Non-Defaulting Party's receipt of the detailed basis for the explanation of the dispute then either Party may refer the matter directly to Arbitration, as set forth in Section 10.14(c) below.

10.14(b) Mediation. If the dispute (other than a dispute regarding the Termination Payment) cannot be resolved by negotiation as set forth in Section 1 above, then either Party may initiate mediation, the first-step of a two-step dispute resolution process, which JAMS shall administer. As the first step, the Parties agree to mediate any controversy before a commercial mediator from the JAMS panel, pursuant to JAMS's then-applicable commercial mediation rules, in San Francisco, California. Either Party may initiate such a mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) days after service of a written demand for mediation, or as extended by mutual agreement of the Parties, the mediation does not result in resolution of the dispute, then the Parties shall resolve such controversy through Arbitration by one retired judge or justice from the JAMS panel, which Arbitration shall take place in San Francisco, California, and which the arbitrator shall administer by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). If the Parties cannot mutually agree on the Arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an Arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period. Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate within sixty (60) days of service of the written demand for mediation.

10.14(c) Arbitration.

(1) At the request of a Party, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the Arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.

(2) The arbitrator, once chosen, shall consider any transaction tapes or any other evidence which the arbitrator deems necessary, as presented by each Party. In deciding the award, the provisions of this Agreement will be binding on the arbitrator. The arbitrator will deliver his or her decision in writing within 30 days after the conclusion of the arbitration hearing. The arbitrator shall specify the basis for his or her decision, the basis for the damages award and a

breakdown of the damages awarded, and the basis of any other remedy. Except as provided in the Federal Arbitration Act, the decision of the arbitrator will be binding on and non-appealable by the Parties. Each Party agrees that any arbitration award against it may be enforced in any court of competent jurisdiction and that any Party may authorize any such court to enter judgment on the arbitrator's decision.

(3) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages.

(4) Any expenses incurred in connection with hiring the arbitrators and performing the Arbitration shall be shared and paid equally between the Parties. Each Party shall bear and pay its own expenses incurred by each in connection with the Arbitration, unless otherwise included in a solution chosen by the Arbitration panel. In the event either Party must file a court action to enforce an arbitration award under this Article, the prevailing Party shall be entitled to recover its court costs and reasonable attorney fees.

(5) In the event the Parties choose to litigate any matter hereunder, the Parties hereby waive the right to jury trial.

(6) Except as may be required by Law, the existence, contents or results of any Arbitration hereunder may not be disclosed by a Party or the arbitrator without the prior written consent of both Parties.

(11) A new Section 10.15 is added as follows:

10.15 Mobile Sierra. Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to the FERC pursuant to the provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party, or the FERC acting *sua sponte* shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in *United States Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) ( the “Mobile-Sierra” doctrine), as the Mobile-Sierra Doctrine has been clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish* 554 U.S. 527 (2008).

(F) Schedule P: Products and Definitions. Amend Schedule P as follows:  
Add the following definitions, in appropriate alphabetical order:

“CAISO Energy” means with respect to a Transaction, a Product under which the Seller shall sell and the Buyer shall purchase a quantity of energy equal to the hourly quantity without Ancillary Services (as defined in the Tariff) that is or will be scheduled as a schedule coordinator to schedule coordinator transaction pursuant to the applicable tariff and protocol provisions of the California Independent System Operator (“CAISO”) (as amended from time to time, the “Tariff”) for which the only excuse for failure to deliver or receive is an Uncontrollable Force (as defined in the Tariff).

“WECC” means the Western Electricity Coordinating Council.

“WSPP” means the Western Systems Power Pool.

“WSPP Agreement” means the Western Systems Power Pool Agreement as amended from time to time.

“West Firm” or “WSPP Firm” means with respect to a Transaction, a Product that is or will be scheduled as firm energy and consistent with the most recent rules adopted by the WECC for which the only excuses for failure to deliver or receive are if an interruption is (i) due to an Uncontrollable Force as provided in Section 10 of the WSPP Agreement; or (ii) where applicable, to meet Seller's public utility or statutory obligations to its customers. Notwithstanding any other provision in this Master Agreement, if Seller exercises its right to interrupt to meet its public utility or statutory obligations, Seller shall be responsible for payment of damages for failure to deliver firm energy as provided in Article Four of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the last dated signature below.

Party A [Enter Party Name]	Party B <b>PACIFIC GAS AND ELECTRIC COMPANY</b> limited for all purposes hereunder to its Electric Procurement and Electric Fuels Functions
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____

**DISCLAIMER:** This Master Power Purchase and Sale Agreement was prepared by a committee of representatives of Edison Electric Institute ("EEI") and National Energy Marketers Association ("NEM") member companies to facilitate orderly trading in and development of wholesale power markets. Neither EEI nor NEM nor any member company nor any of their agents, representatives or attorneys shall be responsible for its use, or any damages resulting there from. By providing this Agreement EEI and NEM do not offer legal advice and all users are urged to consult their own legal counsel to ensure that their commercial objectives will be achieved and their legal interests are adequately protected.

## GLOSSARY OF TERMS

**AB – Assembly Bill**

**AL - Advice Letter**

**ALJ – Administrative Law Judge**

**ARB – Air Resources Board**

**AReM – Alliance for Retail Energy Markets**

**BayREN - Bay Area Regional Energy Network**

**CAISO – California Independent System Operator** - a non-profit independent system operator that oversees the operation of the California bulk electric power system, transmission lines and electricity market generated and transmitted by its members (~80% of California's electric flow). Its stated mission is to "operate the grid reliably and efficiently, provide fair and open transmission access, promote environmental stewardship and facilitate effective markets and promote infrastructure development. CAISO is regulated by FERC and governed by a five-member governing board appointed by the governor.

**CALCCA – California Community Choice Association** – Association made up of Community Choice Aggregation (CCA) groups which represents the interests of California's community choice electricity providers.

**CALSEIA – California Solar Energy Industries**

**CALSLA – California City County Street Light Association**

**CAM – Cost Allocation Mechanism**

**CARB – California Air Resources Board** – The CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change in California.

**CARE – California Alternative Rates for Energy**

**CBE – Communities for a Better Environment**

**CCA – Community Choice Aggregator**

**CSSF – City and County of San Francisco**

**CEC – California Energy Commission**

**CEE – Coalition for Energy Efficiency**

**CLECA – California Large Energy Consumers Association**



## **CPUC – California Public Utility Commission**

**C&I – Commercial and Industrial** – Business customers

**CP – Compliance Period** – Time period to become RPS compliant, set by the CPUC (California Public Utilities Commission)

**DA – Direct Access** – An option that allows eligible customers to purchase their electricity directly from third party providers known as Electric Service Providers (ESP).

**DA Cap** – the maximum amount of electric usage that may be allocated to Direct Access customers in California, or more specifically, within an Investor-Owned Utility service territory.

## **DACC – Direct Access Customer Coalition**

**DA Lottery** – a random drawing by which DA waitlist customers become eligible to enroll in DA service under the currently-applicable Direct Access Cap.

**DA Waitlist** – customers that have officially registered their interest in becoming a DA customer but are not yet able to enroll in service because of DA cap limitations.

## **DAC – Disadvantaged Community**

**DASR – Direct Access Service Request** – Request submitted by C&I to become direct access eligible.

**Demand** - The rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts (kW), megawatts (MW), or gigawatts (GW), at a given instant or averaged over any designated interval of time. Demand should not be confused with Load or Energy.

**DER – Distributed Energy Resource** – A small-scale physical or virtual asset (e.g. EV charger, smart thermostat, behind-the-meter solar/storage, energy efficiency) that operates locally and is connected to a larger power grid at the distribution level.

**Distribution** - The delivery of electricity to the retail customer's home or business through low voltage distribution lines.

**DLAP – Default Load Aggregation Point** – In the CAISO's electricity optimization model, DLAP is the node at which all bids for demand should be submitted and settled. SVCE settles its CAISO load at the PG&E DLAP as SVCE is in the PG&E transmission access charge area.

**DR – Demand Response** - An opportunity for consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives.

## **DRP – Distributed Resource Plans**

**DWR – Department of Water Resources** – DWR manages California's water resources, systems, and infrastructure in a responsible, sustainable way.

## **ECR – Enhanced Community Renewable**

## **ED – Energy Division**



## **EE – Energy Efficiency**

**ELCC – Effective Load Carrying Capacity** – The additional load met by an incremental generator while maintaining the same level of system reliability. For solar and wind resources the ELCC is the amount of capacity which can be counted for Resource Adequacy purposes.

**EPIC – Electric Program Investment Charge** – The EPIC program was created by the CPUC to support investments in clean energy technologies that provide benefits to the electricity ratepayers of PG&E, San Diego Gas & Electric Company (SDG&E), and Southern California Edison Company (SCE)

**ERRA – Energy Resource Recovery Account** – ERRA proceedings are used to determine fuel and purchased power costs which can be recovered in rates. The utilities do not earn a rate of return on these costs, and only recover actual costs. The costs are forecast for the year ahead. If the actual costs are lower than forecast, then the utility gives money back, and vice versa.

## **ES – Energy Storage**

### **ESA – Energy Storage Agreement**

**ESP – Energy Service Provider** - An energy entity that provides service to a retail or end-use customer.

## **EV – Electric Vehicle**

### **FCR – Flexible Capacity Requirements**

**GHG – Greenhouse gas** - water vapor, carbon dioxide, tropospheric ozone, nitrous oxide, methane, and chlorofluorocarbons (CFCs). A gas that causes the atmosphere to trap heat radiating from the earth. The most common GHG is Carbon Dioxide, though Methane and others have this effect as well.

**GRC – General Rate Case** – Proceedings used to address the costs of operating and maintaining the utility system and the allocation of those costs among customer classes. For California's three large IOUs, the GRCs are parsed into two phases. Phase I of a GRC determines the total amount the utility is authorized to collect, while Phase II determines the share of the cost each customer class is responsible and the rate schedules for each class. Each large electric utility files a GRC application every three years for review by the Public Advocates Office and interested parties and approval by the CPUC.

### **GTSR – Green Tariff Shared Renewables**

**GWh – Gigawatt-hour** - The unit of energy equal to that expended in one hour at a rate of one billion watts. One GWh equals 1,000 megawatt-hours.

### **ICA – Integration Capacity Analysis**

### **IDER – Integrated Distributed Energy Resources**

### **IDSMD – Integrated Demand-Side Management**

**IEP – Independent Energy Producers** – California's oldest and leading nonprofit trade association, representing the interest of developers and operators of independent energy facilities and independent power marketers.



**IMD – Independent Marketing Division**

**IOU – Investor-Owned Utility** – A private electricity and natural gas provider.

**IRP – Integrated Resource Plan** – A plan which outlines an electric utility's resource needs in order to meet expected electricity demand long-term.

**kW – Kilowatt** – Measure of power where power (watts) = voltage (volts) x amperage (amps) and 1 kW = 1000 watts

**kWh – Kilowatt-hour** – This is a measure of consumption. It is the amount of electricity that is used over some period of time, typically a one-month period for billing purposes. Customers are charged a rate per kWh of electricity used.

**LCE – Lancaster Choice Energy**

**LCFS – Low Carbon Fuel Standard** – A CARB program designed to encourage the use of cleaner low-carbon fuels in California, encourage the production of those fuels, and therefore, reduce greenhouse gas emissions.

**LCR – Local (RA) Capacity Requirements** – The amount of Resource Adequacy capacity required to be demonstrated in a specific location or zone.

**LMP – Locational Marginal Price** – Each generator unit and load pocket is assigned a node in the CAISO optimization model. The model will assign a LMP to the node in both the day-ahead and real time market as it balances the system using the least cost. The LMP is comprised of three components: the marginal cost of energy, congestion and losses. The LMP is used to financially settle transactions in the CAISO.

**LNBA – Locational Net Benefits Analysis**

**Load** - An end use device or customer that receives power from an energy delivery system. Load should not be confused with Demand, which is the measure of power that a load receives or requires. See Demand.

**LSE – Load-serving Entity** – Entities that have been granted authority by state, local law or regulation to serve their own load directly through wholesale energy purchases and have chosen to exercise that authority.

**LTPP – Long-Term Procurement Rulemaking**

**MCE – Marin Clean Energy**

**MTR – Mid-Term Reliability**

**MEO – Marketing Education and Outreach**

**MW – Megawatt** – measure of power. A megawatt equals 1,000 kilowatts or 1 million watts.

**MWH – Megawatt-hour** – measure of energy

**NAESCO – National Association of Energy Service Companies**

**NBC – Non-Bypassable Charge**



**NDA – Non-Disclosure Agreement**

**NEM – Net Energy Metering** – A program in which solar customers receive credit for excess electricity generated by solar panels.

**NRDC – Natural Resources Defense Council**

**NP-15 – North Path 15** – NP-15 is a CAISO pricing zone usually used to approximate wholesale electricity prices in northern California in PG&E's service territory.

**OIR – Order Instituting Rulemaking** – A procedural document that is issued by the CPUC to start a formal proceeding. A draft OIR is issued for comment by interested parties and made final by vote of the five Commissioners of the CPUC.

**OSC – Order to Show Cause**

**ORA – Office of Ratepayer Advocates**

**PA – Program Administrator (for EE Business Plans)**

**PAC – Public Agency Coalition**

**PAM – Portfolio Allocation Methodology**

**PCE – Peninsula Clean Energy Authority**

**PCC1 – RPS Portfolio Content Category 1** – Bundled renewables where the energy and REC are dynamically scheduled into a California Balancing Authority (CBA) such as the CAISO. Also known as "in-state" renewables

**PCC2 – RPS Portfolio Content Category 2** – Bundled renewables where the energy and REC are from out-of-state and not dynamically scheduled to a CBA.

**PCC3 – RPS Portfolio Content Category 3** – Unbundled REC

**PCIA or "exit fee"** – Power Charge Indifference Adjustment (PCIA) is an "exit fee" based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers of CCAs and paid to the IOU that lost those customers as a result of the formation of a CCA.

**PCL – Power Content Label** – A user-friendly way of displaying information to California consumers about the energy resources used to generate the electricity they sell, as required by AB 162 (Statute of 2009) and Senate Bill 1305 (Statutes of 1997).

**PD – Proposed Decision** – A procedural document in a CPUC Rulemaking process that is formally commented on by Parties to the proceeding. A PD is a precursor to a final Decision voted on by the five Commissioners of the CPUC.

**PG&E – Pacific Gas & Electric**

**PHC – Prehearing Conference**

**Pnode – Pricing Node** – In the CAISO optimization model, it is a point where a physical injection or withdrawal of energy is modeled and for which a LMP is calculated.



**PPA – Power Purchase Agreement** – A contract used to purchase the energy, capacity and attributes from a renewable resource project.

**PRP – Priority Review Project**

**PRRR – Progress on Residential Rate Reform**

**PUC – Public Utilities Code**

**PURPA – Public Utilities Regulatory Policy Act**

**RA – Resource Adequacy** - Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities—both independently owned utilities and electric service providers—to demonstrate in both monthly and annual filings that they have purchased capacity commitments of no less than 115% of their peak loads.

**RAM – Renewables Auction Mechanism**

**RE – Renewable Energy** - Energy from a source that is not depleted when used, such as wind or solar power.

**REC - Renewable Energy Certificate** - A REC is the property right to the environmental benefits associated with generating renewable electricity. For instance, homeowners who generate solar electricity are credited with 1 solar REC for every MWh of electricity they produce. Utilities obligated to fulfill an RPS requirement can purchase these RECs on the open market.

**RES-BCT – Renewables Energy Self-Generation Bill Credit Transfer**

**RFO – Request for Offers**

**RICA – Renewables Integration Cost Adder**

**RPS - Renewable Portfolio Standard** - Law that requires CA utilities and other load serving entities (including CCAs) to provide an escalating percentage of CA qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

**SB – Senate Bill**

**SCE – Southern California Edison**

**SCP – Sonoma Clean Power Authority**

**SDG&E – San Diego Gas & Electric**

**SGIP – Self-Generation Incentive Program** – A program which provides incentives to support existing, new, and emerging distributed energy resources (storage, wind turbines, waste heat to power technologies, etc.)

**SUE – Super User Electric**

**SVCE – Silicon Valley Clean Energy**

**TCR EPS Protocol – The Climate Registry Electric Power Sector Protocol** – Online tools and resources provided by The Climate Registry to assist organizations to measure, report, and reduce carbon emissions.



## **TE – Transportation Electrification**

**Time-of-Use (TOU) Rates** — The pricing of delivered electricity based on the estimated cost of electricity during a particular time-block. Time-of-use rates are usually divided into three or four time-blocks per 24-hour period (on-peak, mid-peak, off-peak and sometimes super off-peak) and by seasons of the year (summer and winter). Real time pricing differs from TOU rates in that it is based on actual (as opposed to forecasted) prices that may fluctuate many times a day and are weather sensitive, rather than varying with a fixed schedule.

## **TM – Tree Mortality**

**TURN – The Utility Reform Network** - A ratepayer advocacy group charged with ensuring that California IOUs implement just and reasonable rates.

**Unbundled RECs** - Renewable energy certificates that verify a purchase of a MWH unit of renewable power where the actual power and the certificate are “unbundled” and sold to different buyers.

## **VAMO – Voluntary Allocation, Market Offer**

**VPP – Virtual Power Plant** – A cloud-based network that leverages an aggregation of distributed energy resources (DERs) to shift energy demand or provide services to the grid. For example, thousands of EV chargers could charge at a slower speed and hundreds of home batteries could discharge to the grid during a demand peak to significantly reduce the procurement of traditional supply resources.

