



## **Board of Directors Meeting**

Wednesday, March 20, 2019

6:00 pm

City of Hayward  
Council Chambers  
777 B Street,  
Hayward, CA 94544

*Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the Clerk of the Board at least 2 working days before the meeting at (510) 736-4981 or [Scabrera@ebce.org](mailto:Scabrera@ebce.org).*

*If you have anything that you wish to be distributed to the Board, please hand it to the clerk who will distribute the information to the Board members and other staff. Please bring at least 25 copies.*

### **1. Welcome & Roll Call**

### **2. Pledge of Allegiance**

### **3. Closed Session**

- A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION** (under Paragraph (1) of subdivision (d) of Section 54956.9) In Re PG&E corporation and Pacific Gas and Electric Company, Debtors, Bankruptcy Case No. 19-30088(DM), United States Bankruptcy Court, Northern District of California

### **4. General Counsel Report out of Closed Session**

### **5. Public Comment**

*This item is reserved for persons wishing to address the Board on any EBCE-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to three minutes per speaker. The Board Chair may increase or decrease the time allotted to each speaker.*

### **CONSENT AGENDA**

- 6. Approval of Minutes from February 20, 2019**
- 7. Contracts entered into (Informational Item)**
- 8. Out of State Travel (Informational Item)**
- 9. Amendment to Legal Services Agreement with Keyes & Fox LLP for Regulatory Advocacy (Action Item)**  
Approve an Amendment to the Legal Services Agreement with Keyes & Fox LLP in an amount not to exceed \$125,000 to provide regulatory legal advocacy services.

### **REGULAR AGENDA**

- 10. CEO REPORT**
  - A. Executive Committee Meeting;
  - B. Marketing and Outreach update;
  - C. Local Development Business Plan Update and
  - D. Update on Opt-out
- 11. Community Advisory Committee Report**
- 12. EBCE Office Lease (Action Item)**  
Approve a Resolution authorizing the Chief Executive Officer to finalize and execute a sub-lease agreement for office space at 1999 Harrison St, Oakland California.
- 13. Second Amended and Restated Administrative Procurement Policy (Action Item)**  
Adopt a resolution to approve the Second Amended and Restated Administrative Procurement Policy.
- 14. EBCE Rate Modifications (Informational Item)**  
Receive an update from staff regarding EBCE rate modifications
- 15. Board Member and Staff Announcements including requests to place items on future Board Agendas**
- 16. Adjournment - to Date: Wednesday, April ,17 2019**  
Location: City of Hayward  
Council Chambers  
777 B Street  
Hayward CA 94544



**\*Draft Minutes\***

**Board of Directors Meeting**

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**1. Welcome & Roll Call**

**Present:** Arreguin (Berkeley), Dutra-Vernaci (Union City), Hernandez (San Leandro), Martinez (Emeryville), Mei (Fremont), Mendall (Hayward), Munro (Livermore), Pilch (Albany), Rood (Piedmont), Eldred (Community Advisory Committee), Vice-Chair Kalb (Oakland) and Chair Haggerty (Alameda County)

**Excused:** Directors Hernandez (Dublin)

**2. Pledge of Allegiance**

**3. Appoint Labor Negotiators (Action Item)**

Appoint the Following Board members as Labor Negotiators

- A. Jessie Arreguin;
- B. Scott Haggerty;
- C. Dan Kalb;
- D. Dianne Martinez; and
- E. Al Mendall

**Director Arreguin motioned to appoint labor negotiators. Director Martinez seconded the motion which passed 9/0: Excused: Directors Carling, Dutra-Vernaci, and Hernandez.**

**4. Closed Session**

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION under California Government Code Section 54957: Performance Evaluation of General Counsel
- B. CONFERENCE WITH LABOR NEGOTIATORS under California Government Code section 54957.6, EBCE Designated Representatives: Diane Martinez, Jesse Arreguin, Al Mendall, Scott Haggerty and Dan Kalb, Unrepresented Employee: General Counsel
- C. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (under Paragraph (1) of subdivision (d) of Section 54956.9) In Re PG&E corporation and Pacific Gas and Electric Company, Debtors, Bankruptcy Case No. 19-30088(DM), United States Bankruptcy Court, Northern District of California

5. General Counsel Report out of Closed Sessions held on 1/16/19 and 2/20/19

General Counsel reported that EBCE will be protecting its rights in the PG&E Bankruptcy matter case number 19-30088 US Bankruptcy Court Northern District of California. In closed session Counsel provided an update on the matter received direction from the Board.

6. Public Comment

*This item is reserved for persons wishing to address the Board on any EBCE-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. As with all public comment, members of the public who wish to address the Board are customarily limited to three minutes per speaker. The Board Chair may increase or decrease the time allotted to each speaker.*

**Al Weinrub - CA Alliance for community energy - Spoke regarding the California Alliance for Community Energy campaign to contest the PCIA ruling and requested that the Board support the campaign efforts**

**CONSENT AGENDA**

7. Approval of Minutes from January 16, 2019

8. Contracts entered into (Informational Item)

9. Audit Report (Action Item)

Accept report on audited financial statements for Fiscal years ending June 30, 2017 and June 30, 2018.

**Vice-Chair Kalb motioned to approve the consent agenda. Director Mendall seconded the motion which carried 11/0; Excused: Director Hernandez**

**REGULAR AGENDA**

## 10. CEO REPORT

- A. Executive Committee Meeting;
- B. Marketing and Outreach update;
- C. Local Development Business Plan Update and
- D. Update on Opt-out

The Board requested staff to provide additional information regarding the resolution to an erroneous news report that aired on KPIX CBS 5.

## 11. Community Advisory Committee Report

At the 2/19/19 Community Advisory Committee meeting the CAC discussed the 2/20/19 Board agenda and provided their recommendations. The in on the agenda items, annotated agenda provided for the Board. Spoke about Roll back the CPUC decision campaign, request strong action against CPUC and support of community campaign.

## 12. Update on General Counsel Contract Negotiation: Executive Committee Chair Dianne Martinez to report

Executive Committee Chair, Director Martinez reported that the General Counsel contract is still under review and pending negotiations.

## 13. Amendments to Net Energy Metered (NEM) Policy for Solar Customers (Action Item)

- A. Approve an amendment to the Net Energy Metering (NEM) policy to revert EBCE's policy and tariff to original surplus payment calculations for new NEM customers.
- B. Update the Electric Schedule NEM - Net Energy Metering Service to include an annual review in May of the financial outcomes of "existing" NEM accounts (interconnected before June 2018) that have 1) made payment to EBCE in the prior 12 months and 2) held a balance of at least \$100 in April. Assess whether these accounts would have had better financial outcomes on PG&E service, and if so, issue a credit or check for the difference.

Director Mendall motioned to approve amendments to the Net Energy Metered (NEM) Policy for Solar Customers. Director Dutra-Vernaci 11/0 Excused: Hernandez (Dublin)

## 14. Update on PG&E Rate Setting Timeline and EBCE Rate Setting Process (Informational Item)

Receive update and provide feedback on proposed EBCE rate setting process.

Item pulled without discussion.

## 15. Local Development Business Plan Update (Informational Item)

Accept Local Development Plan update on planned activities during the remainder of FY18-19 and planning activities for FY19-20.

The Board Discussed Item 15 and 16 together. Comments appear below in Item 16

**16. Local Development Business Plan and Reach Codes program (Action Item)**

Adopt a resolution authorizing the CEO to negotiate and execute a contract, in a form substantially similar to the EBCE Consulting Services Agreement, with TRC Consulting, an engineering, management and construction firm with offices in Alameda county with extensive experience with Reach Codes in California, for a period of 12 months, in an amount not to exceed \$200,000 in total compensation.

**The Board Discussed:**

- Member Cities that have discussed reach codes and how to implement them
- Incentives for developers to choose electric appliances and forgo natural gas
- The CAC support of job creation
- Seeking opportunity zones
- Opportunities to advocate for reach codes and electrification
- Collective capacity - Member cities partnering to opt-up to increase renewable content
- Electrification opportunities and incentives

**Al Weinrub** - Acknowledged Jessica Tovar of the East Bay Clean Power Alliance for being awarded a Roddenberry Foundation Fellowship for her work advocating for clean energy. Requested information on which grants will be available to the community for review and input. Mr. Weinrub also spoke regarding concerns of new sources of energy built just outside the service area affecting the Local Business Development plan and stressed the importance of putting early actions into play.

**Vice-Chair Kalb motioned to adopt a resolution authorizing the CEO to negotiate and execute an agreement with TRC Consulting. Director Arreguin seconded the motion 11/0; Excused Director Hernandez (Dublin)**

**17. California Renewable Energy RFP Power Purchase Agreement Review and Update (Informational Item)**

Review a summary of EBCE's form Power Purchase Agreement (PPA) for renewable energy procurement and receive a status update on the California Renewable Energy Request for Proposals.

**Al Weinrub** - Requested additional information on hiring preferences.

**18. WeWork Lease Renewal (Action Item)**

Authorize EBCE to extend office space lease with WeWork for up to 12 months at a cost not to exceed \$50,000 per month, to allow staff to continue search for office space that meets the criteria set forth by the Board of Directors on 1/16/19:

1. Within ¼ mile of a BART station
2. Class A or B office space able to accommodate 30 to 40 staff
3. Large enough conference room to host Community Advisory Committee, Executive Committee and Sub-Committee meetings
4. 2019 lease cost within EBCE's approved budget
5. Seismically retrofitted or newly constructed

**Vice-chair Kalb authorized EBCE to extend office space lease with WeWork. Director Pilch seconded the motion which carried 11/0; Excused: Director Hernandez**

**19. Proposed 2019 EBCE Meeting Schedule (Action)**

Review, provide feedback and accept proposed 2019 Board and Executive Committee meeting schedule.

Director Mendall motioned to approve the proposed 2019 EBCE Meeting Schedule with the understanding that the 1<sup>st</sup> meeting of the month will likely be cancelled. Vice-chair Kalb seconded the motion which carried 11/0; Excused: Director Hernandez

**20. Board Member and Staff Announcements including requests to place items on future Board Agendas**

Director Hernandez (San Leandro) announced that his alternate Vice Mayor Corina Lopez will attend the 4/17/19 meeting in his place.

**21. Adjourned**



### Consent Item 7

**TO:** East Bay Community Energy Board of Directors  
**FROM:** Nick Chaset, Chief Executive Officer  
**SUBJECT:** Contracts Entered into  
**DATE:** March 20, 2019

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#### RECOMMENDATION

Accept the CEO's report on contracts entered into between 2/14/10 to 3/12/19;

1. C-2019-12 Grant Agreement with Bay Area Quality Management District, grant awarded to EBCE to: Establish program, research, site screening, financing and rate design, deployment plan, documentation and promotion, monitor outcome and results. Grant amount \$300,000
2. C-2019-10 Second Amendment to Davis Wright Tremaine Legal Services Agreement to continue services related to labor and employment and regulatory compliance. Compensation under this amendment NTE \$40,000
3. C-2019-13 Task Oder 07 for FinalOption Corp to produce and mail a general letter for solar customers to be mailed the first week of March, 2019. Amount NTE \$10,253.75
4. C-2019-14 Amendment to Plan with LT Trust Co to amend the 457(b) Plan - employees now become eligible to contribute upon start of work and EBCE now contributes to 401(a) in lieu of Social Security upon the employee start of work
5. C-2019-16 Consulting Services Agreement with Energy and Environmental Economics (E3) for Technical energy and regulatory analytical consulting services NTE \$225,000
6. C-2019-15 Liebert Cassidy Whitmore, PLC for Legal Services Agreement NTE \$50,000





**Consent Item 8**

**TO:** East Bay Community Energy Board of Directors

**FROM:** Nick Chaset, Chief Executive Officer

**SUBJECT:** Out of State Travel (Informational Item)

**DATE:** March 20, 2019

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**RECOMMENDATION**

Accept the report on out of state travel.

1. Director of Community and Governmental Affairs - American Association of Blacks in Energy (AABE) and Energy Policy Summit - Washington, D.C. 2/25/19 - 3/1/19 (\$1722.50)
2. Chief Executive Officer - NextEra Energy Resources 2019 Renewables & Storage conference - Las Vegas, Nevada, 3/21/19 - 3/22/19 (\$249.28)
3. Chief Executive Officer - 6<sup>th</sup> Annual Solar Symposium 2019 - Scottsdale, Arizona, 3/27/19 - 3/29/19 (\$708)
4. Director of Power Resources - WSPP Spring 2019 Operating Committee Meeting - Coral Gables, Florida, 4/9/19 - 4/12/19 (\$1659.32)
5. Chief Operating Officer - WSPP Spring 2019 Operating Committee Meeting - Coral Gables, Florida, 4/10/19 - 4/12/19 (\$1672.15)



## Consent Item 9

**TO:** East Bay Community Energy Board of Directors

**FROM:** Melissa Brandt, Senior Director of Public Policy and Deputy General Counsel

**SUBJECT:** Amendment to Legal Services Agreement with Keyes & Fox LLP for Regulatory Advocacy

**DATE:** March 20, 2019

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### **Recommendation**

Approve an Amendment to the Legal Services Agreement with Keyes & Fox LLP in an amount not to exceed \$125,000 to provide regulatory legal advocacy services.

### **Background and Discussion**

Keyes & Fox LLP (Keyes & Fox) is an Oakland-based law firm that was founded in 2008 by Jason Keyes and Kevin Fox. Keyes & Fox started out representing non-profit clients that were focusing on eliminating regulatory roadblocks to clean energy market development across the U.S. The firm now advocates on a wide range of legal, policy and project development issues for corporate, governmental, non-profit and other clients. Their attorneys have represented clients in regulatory proceedings in over 40 states.

In 2018, Keyes & Fox represented a consortium of Community Choice Aggregators (CCAs) that included East Bay Community Energy (EBCE) in the “Energy Resource Recovery Account” (ERRA) regulatory proceedings at the California Public Utilities Commission (CPUC). This proceeding involved implementing the Power Charge Indifference Adjustment Amount (PCIA) in rates charged to CCA (including EBCE) customers. This advocacy has resulted in material reductions in the PCIA amount that PG&E would otherwise have charged to CCAs.

Because of the PCIA decision, the ERRA-related advocacy required a longer, more sustained effort than initially anticipated. The additional work required a first, and now second, amendment of the “not to exceed” amount in the original contract. In addition to ongoing work on the current ERRA activities, EBCE seeks additional assistance from Keyes & Fox for advocacy services in 2019 and 2020 in 2020 ERRA proceedings, PG&E’s general rate case, and the CPUC’s “safety culture investigation” of PG&E, as set forth in the attached contract amendment. These proceedings will extend through 2020.

As EBCE's standard Legal Services Agreement has not materially changed from the form used in 2018, staff recommends signing a contract amendment with Keyes & Fox with updated contract terms, rather than executing a new agreement.

**Fiscal Impact**

This amendment will result in an additional not to exceed \$125,000 spend across calendar years 2019 and 2020. Regulatory legal advocacy services are included in the current fiscal year budget at this level.

**Attachments**

- A. Second Amendment to Legal Services Agreement with Keyes & Fox LLP

## Second Amendment to Legal Services Agreement with Keyes & Fox LLP

This Second Amendment to the Agreement with Keyes & Fox LLP for Legal Services (“Second Amendment”) is made this 22<sup>nd</sup> day of January, 2019, by and between the East Bay Community Energy Authority, a Joint Powers Agency formed under the laws of the State of California (“EBCE”) and Keyes & Fox LLP (“K&F”), for the purposes of adding additional funding.

### Recitals

- A. EBCE and K&F entered into that certain agreement for legal services dated September 14, 2018, wherein K&F agreed to provide legal services in the area of regulatory litigation.
- B. EBCE desires to continue to use K&F’s expertise in the area of regulatory litigation, and K&F has the expertise and personnel available to assist EBCE in this area.

**Now therefore**, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 3 of the Agreement is amended in part to increase the total compensation of the Agreement to \$125,000.
2. Exhibit A (Scope of Services) of the Agreement is amended as shown in Amended Exhibit A attached hereto.
3. Exhibit B (Compensation) of the Agreement is amended as shown in Amended Exhibit B attached hereto.
4. Exhibit F (Joint Representation Agreement) of the Agreement is amended as shown in Amended Exhibit F.

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5. All other terms and conditions in the Agreement not otherwise modified by this Amendment will remain in full force and effect.

**In witness whereof**, the Parties have entered this Amendment on the date written above.

East Bay Community Energy Authority,    Keyes & Fox, LLP  
A Joint Powers Authority

\_\_\_\_\_  
Scott Haggerty  
Chair of the Board of Directors

  
\_\_\_\_\_  
Tim Lindl  
Partner

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

Date: March 11, 2019

Approved as to form:

\_\_\_\_\_  
General Counsel

Amended Exhibit A

Scope of Services

Special Counsel will represent Authority, as a member of the joint clients listed in the Joint Representation Agreements, Exhibit F, with respect to:

1. **2019 ERRA** – Pacific Gas & Electric Company’s Application 18-06-001, and advice letters filed pursuant to decisions therein, before the California Public Utilities Commission.
2. **Safety Culture OII** – California Public Utilities Commission Rulemaking 15-08-019.
3. **PG&E GRC** – Pacific Gas & Electric Company’s Application 18-12-009, and advice letters filed pursuant to decisions therein, before the California Public Utilities Commission.

In addition, Special Counsel will represent Authority in proceedings and related advice letter filings at the California Public Utilities Commission in Pacific Gas & Electric Company’s upcoming 2019 ERRA compliance application, and 2020 ERRA forecast application.

Amended Exhibit B

Compensation

Authority will compensate Special Counsel for legal services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation will be calculated based on the hourly rates set forth below.

ATTORNEYS

Kevin Fox	340
Jason Keyes	310
Jacob Schlesinger	250
Tim Lindl	275
Sheridan Pauker	330
Scott Dunbar	220
Beren Argetsinger	200

NON-ATTORNEYS

Justin Barnes	170
Laurel Passera	140
Ben Inskeep	135
Blake Elder	110
Vannessa Luthringer	90

Amended Exhibit F  
Joint Representation Agreements



**August 27, 2018**

East Bay Community Energy  
Nick Chaset  
Chief Executive Officer  
1111 Broadway, 3<sup>rd</sup> Floor  
Oakland, California 94607

Pioneer Community Energy  
Jenine Windeshausen  
Executive Director  
2976 Richardson Drive  
Auburn, California 95603

Marin Clean Energy  
Dawn Weisz  
Chief Executive Officer  
1125 Tamalpais Avenue  
San Rafael, California 94901

Silicon Valley Clean Energy  
Girish Balachandran  
Chief Executive Officer  
333 W. El Camino Real, Suite 290  
Sunnyvale, California 94087

Monterey Bay Community Power  
Tom Habashi  
Chief Executive Officer  
70 Garden Court, Suite 300  
Monterey, California 93940

Sonoma Clean Power Authority  
Geof Syphers  
Chief Executive Officer  
50 Santa Rosa Avenue, 5<sup>th</sup> Floor  
Santa Rosa, California 95404

Peninsula Clean Energy Authority  
Jan Pepper  
Chief Executive Officer  
2075 Woodside Road  
Redwood City, California 94061

**RE: Joint Representation Agreement Between Keyes & Fox LLP, East Bay Community Energy, Marin Clean Energy, Monterey Bay Community Power, Peninsula Clean Energy Authority, Pioneer Community Energy, Silicon Valley Clean Energy, and Sonoma Clean Power Authority (“Joint Representation Agreement”).**

Keyes & Fox LLP (“K&F”) is delighted that East Bay Community Energy (“EBCE”), Marin Clean Energy (“MCE”), Monterey Bay Community Power (“MBCP”), Peninsula Clean Energy Authority (“PCE”), Pioneer Community Energy (“Pioneer”), Silicon Valley Clean Energy (“SVCE”), and Sonoma Clean Power Authority (“SCP”) (collectively, “Joint Clients”) have decided to engage K&F to provide legal representation before the California Public Utilities Commission (“Commission”) in Application 18-06-001 (the “Legal Services”). This letter describes the basis of the attorney-client relationship between K&F and the Joint Clients with respect to the Legal Services. The terms and conditions regarding how K&F will bill for the

Legal Services are set forth in an engagement letter or other agreement with each of the Joint Clients.

## **1. Joint Representation**

K&F will represent each of the Joint Clients with respect to the Legal Services, and all appearances and filings made in connection with the Legal Services shall be made in the name of all of the Joint Clients. By executing this Joint Representation Agreement, each of the Joint Clients agrees that K&F will take direction from each of them jointly in this matter. In addition, each of you agrees that if any of EBCE, MCE, MBCP, PCE, Pioneer, SVCE, or SCP requests in writing – for any reason or for no reason – to withdraw from this Joint Representation Agreement, that withdrawal would be effective immediately, and from that point forward, K&F would not have an attorney-client relationship or further attorney-client obligations with the withdrawn party with respect to the Legal Services.

K&F will coordinate projects with either Jeremy Waen at PCE or Neal Reardon at SCP, as the designated representatives of the Joint Clients for the Legal Services, or with whomever Mr. Waen or Mr. Reardon may specifically delegate that authority. We understand that Mr. Waen and Mr. Reardon have the authority to make decisions on behalf of the Joint Clients in connection with the Legal Services proposed, and we are relying on that understanding.

Because K&F will be representing multiple clients in this engagement, the applicable rules of professional conduct require that we inform you of actual and potential conflicts of interest with respect to joint representation, and that we obtain informed, written consent from each of the Joint Parties agreeing to the joint representation.

K&F has run a conflict check as it relates to the Legal Services. Based on the information we have been provided, we do not believe representation of the Joint Clients with respect to the Legal Services involves an actual conflict of interest between any of the Joint Clients. If any one of the Joint Clients is aware of an actual conflict of interest as between them, please let K&F know immediately.

Even though there may be no actual conflict, there are potential conflicts. K&F currently represents MCE, PCE, SCP, Valley Clean Energy Alliance and other organizations and companies in California's energy industry in matters that do not pertain to the Legal Services. In addition, K&F has provided, or continues to provide, representation to MCE, PCE and Valley Clean Energy Alliance in a number of dockets before the Commission in which one or more of the Joint Clients have been, or continue to be, a party or participant.

Differences in respective financial resources, prior experience, interests, and objectives of the Joint Clients could make one approach to K&F's responsibilities more favorable to one of the Joint Clients than to the others, or could lead to disputes among the Joint Clients. For example, if K&F was to represent only one client, rather than all the Joint Clients, K&F might be able to obtain more favorable treatment for that one. Because K&F will be representing all the Joint Clients, it will be necessary to balance the interests of the Joint Clients rather than prioritizing the interests of only one client.

If any of the Joint Clients becomes concerned with any relationship K&F may have with particular clients, companies, or individuals, we encourage the Joint Clients to bring those concerns to our attention. If a potential conflict arises, either among the Joint Clients or between one or more of the Joint Clients and other K&F clients that may impact our ability to fully represent the Joint Clients with respect to the Legal Services, we will promptly bring that conflict to the attention of the Joint Clients.

In the event the Joint Clients become adverse to each other with respect to the Legal Services, each of the Joint Clients agree that they shall not seek disqualification of K&F from representation of the other Joint Client with respect to the Legal Services on the basis of this Joint Representation Agreement, K&F's access to confidential information obtained from the Joint Clients in connection with the Legal Services, or K&F's separate representation of any of the Joint Clients on matters unrelated to the Legal Services; provided, however, that nothing in this Joint Representation Agreement authorizes K&F to represent any of the Joint Clients in any action brought by or against any of the other Joint Clients.

## **2. Confidentiality of Communications and Work Product**

It is in the Joint Clients' interest to preserve confidentiality of all communications and work product related to the Legal Services. If any of the Joint Clients discloses such communications or work product to persons or entities that are not a party to this Joint Representation Agreement, it jeopardizes the privileged and confidential nature of that communication or work product. Accordingly, we advise the Joint Clients to take care not to disclose privileged information or work product to any person or entity that is not a party to this Joint Representation Agreement.

The Joint Clients understand and acknowledge that any communications between each of the Joint Clients and K&F regarding the Legal Services may not be kept confidential from the other Joint Clients. In addition, should any future dispute among you concerning the matter on which you have engaged us to represent you lead to litigation, the attorney-client privilege may not protect communications that were commonly shared.

If any of the Joint Clients wishes to communicate confidentially with K&F about matters outside the scope of the Legal Services, that client should: 1) exclude all third parties from the communication, including the other members of the Joint Clients, and 2) ensure K&F is aware the correspondence is on behalf of the individual company or organization and is not related to the Legal Services subject to this Joint Representation Agreement.

Through this Joint Representation Agreement, the Joint Clients authorize K&F to engage in confidential communications with EQ Research LLC to obtain litigation support with respect to the Legal Services. K&F understands it is the intent of the Joint Clients that all communications and work product that are developed by, or shared with, EQ Research LLC related to the Legal Services shall be confidential and subject to attorney-client privilege.

## **3. Termination of K&F's Representation**

EBCE, MCE, MBCP, PCE, Pioneer, SVCE, or SCP may terminate K&F's representation of that Joint Client at any time and for any reason. K&F may terminate its representation of the

Joint Clients or one of EBCE, MCE, MBCP, PCE, Pioneer, SVCE, or SCP at any time and for any reason, subject to the California State Bar Rules of Professional Conduct.

#### **4. Miscellaneous**

This letter is the entire agreement between the Joint Clients and K&F concerning the joint representation of the Joint Clients in the provision of Legal Services. This Joint Representation Agreement and the scope of Legal Services provided under it may be amended from time to time by mutual agreement among K&F and the Joint Clients. California law will govern this agreement and any subsequent amendments.

#### **5. Conclusion**

If the terms of K&F's representation as explained in this Joint Representation Agreement are satisfactory, please execute a copy of this letter as indicated and return it to me. Please feel free to contact me if you have any questions.

We look forward to our representation of the Joint Clients.

*Sincerely,*



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Tim Lindl, Partner  
Keyes & Fox LLP

EBCE, MCE, MBCP, PCE, Pioneer, SVCE, and SCP authorize K&F to represent their interests with respect to the Legal Services. Each of the Joint Clients also acknowledge, by signing this letter, that they have had the opportunity to consult with other counsel about the consequences of joint representation and that K&F recommends that you do so. By signing this letter, the signatory affirms that he or she understands and agrees to bind his or her company to the terms set forth in this Joint Representation Agreement. This Joint Representation Agreement shall not take effect, and K&F shall have no obligation to provide the Legal Service described herein, until each of the Joint Clients have returned a signed copy of this letter.

### **EAST BAY COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of East Bay Community Energy.

By: *Leah Goldberg*

~~Nick Chaset~~

*Leah Goldberg*

Title: ~~Chief Executive Officer~~

*General Counsel*

Date: *9/4/18*

### **MARIN CLEAN ENERGY AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Marin Clean Energy Authority.

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

Dawn Weisz

Title: Chief Executive Officer

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

### **MONTEREY BAY COMMUNITY POWER**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Monterey Bay Community Power.

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

Tom Habashi

Title: Chief Executive Officer

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

EBCE, MCE, MBCP, PCE, Pioneer, SVCE, and SCP authorize K&F to represent their interests with respect to the Legal Services. Each of the Joint Clients also acknowledge, by signing this letter, that they have had the opportunity to consult with other counsel about the consequences of joint representation and that K&F recommends that you do so. By signing this letter, the signatory affirms that he or she understands and agrees to bind his or her company to the terms set forth in this Joint Representation Agreement. This Joint Representation Agreement shall not take effect, and K&F shall have no obligation to provide the Legal Service described herein, until each of the Joint Clients have returned a signed copy of this letter.

**EAST BAY COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of East Bay Community Energy.

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

Nick Chaset

Title: Chief Executive Officer

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

**MARIN CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Marin Clean Energy.

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

Dawn Weisz

Title: Chief Executive Officer

Date: 9-4-18

**MONTEREY BAY COMMUNITY POWER**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Monterey Bay Community Power.

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

Tom Habashi

Title: Chief Executive Officer

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

EBCE, MCE, MBCP, PCE, Pioneer, SVCE, and SCP authorize K&F to represent their interests with respect to the Legal Services. Each of the Joint Clients also acknowledge, by signing this letter, that they have had the opportunity to consult with other counsel about the consequences of joint representation and that K&F recommends that you do so. By signing this letter, the signatory affirms that he or she understands and agrees to bind his or her company to the terms set forth in this Joint Representation Agreement. This Joint Representation Agreement shall not take effect, and K&F shall have no obligation to provide the Legal Service described herein, until each of the Joint Clients have returned a signed copy of this letter.

**EAST BAY COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of East Bay Community Energy.

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

Nick Chaset

Title: Chief Executive Officer

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

**MARIN CLEAN ENERGY AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Marin Clean Energy Authority.

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

Dawn Weisz

Title: Chief Executive Officer

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

**MONTEREY BAY COMMUNITY POWER**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Monterey Bay Community Power.

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

Tom Habashi

Title: Chief Executive Officer

Date: 9/11/2018

**PENINSULA CLEAN ENERGY AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Peninsula Clean Energy Authority.

By:   
Jan Pepper

Title: Chief Executive Officer

Date: 8/27/18

**PIONEER COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Pioneer Community Energy.

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

Jenine Windeshausen

Title: Executive Director

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

**SILICON VALLEY CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Silicon Valley Clean Energy.

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

Girish Balachandran

Title: Chief Executive Officer

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



**PENINSULA CLEAN ENERGY AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Peninsula Clean Energy Authority.

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

Jan Pepper

Title: Chief Executive Officer

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

**PIONEER COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Pioneer Community Energy.

By: Jenine Windeshausen

Jenine Windeshausen

Title: Executive Director

Date: August 28, 2018

**SILICON VALLEY CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Silicon Valley Clean Energy.

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

Girish Balachandran

Title: Chief Executive Officer

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

**PENINSULA CLEAN ENERGY AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Peninsula Clean Energy Authority.

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

Jan Pepper

Title: Chief Executive Officer

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

**PIONEER COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Pioneer Community Energy.

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

Jenine Windeshausen

Title: Executive Director

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

**SILICON VALLEY CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Silicon Valley Clean Energy.

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

Girish Balachandran

Title: Chief Executive Officer

Date: 9/20/2018

**SONOMA CLEAN POWER AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Sonoma Clean Power Authority.

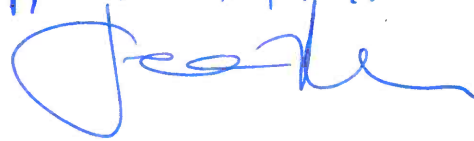
By:  \_\_\_\_\_

Geof Syphers

Title: Chief Executive Officer

Date: 8-30-2018

Approved as to form:



**February 7, 2019**

East Bay Community Energy  
Nick Chaset  
Chief Executive Officer  
1111 Broadway, 3<sup>rd</sup> Floor  
Oakland, California 94607

San José Clean Energy  
Lori Mitchell  
Director  
200 E. Santa Clara Street, 14<sup>th</sup> Floor  
San José, California 95113

Marin Clean Energy  
Dawn Weisz  
Chief Executive Officer  
1125 Tamalpais Avenue  
San Rafael, California 94901

Silicon Valley Clean Energy  
Girish Balachandran  
Chief Executive Officer  
333 W. El Camino Real, Suite 290  
Sunnyvale, California 94087

Peninsula Clean Energy Authority  
Jan Pepper  
Chief Executive Officer  
2075 Woodside Road  
Redwood City, California 94061

Sonoma Clean Power  
Geof Syphers  
Chief Executive Officer  
50 Santa Rosa Avenue, 5<sup>th</sup> Floor  
Santa Rosa, California 95404

Pioneer Community Energy  
Jenine Windeshausen  
Executive Director  
2976 Richardson Drive  
Auburn, California 95603

**RE: Joint Representation Agreement Between Keyes & Fox LLP, East Bay Community Energy, Marin Clean Energy, Peninsula Clean Energy Authority, Pioneer Community Energy, San José Clean Energy, Silicon Valley Clean Energy, and Sonoma Clean Power (“Joint Representation Agreement”).**

Keyes & Fox LLP (“K&F”) is delighted that East Bay Community Energy (“EBCE”), Marin Clean Energy (“MCE”), Peninsula Clean Energy Authority (“PCE”), Pioneer Community Energy (“Pioneer”), San José Clean Energy (“SJCE”), Silicon Valley Clean Energy (“SVCE”), and Sonoma Clean Power (collectively, “Joint Clients”) have decided to engage K&F to provide legal representation before the California Public Utilities Commission (“Commission”) in Application 18-12-009 (the “Legal Services”). This letter describes the basis of the attorney-client relationship between K&F and the Joint Clients with respect to the Legal Services. The terms and conditions regarding how K&F will bill for the Legal Services are set forth in an

engagement letter or other agreement with each of the Joint Clients. It is the intent of the Joint Clients and K&F that this Joint Representation Agreement be effective as of January 10, 2019.

## **1. Joint Representation**

K&F will represent each of the Joint Clients with respect to the Legal Services, and all appearances and filings made in connection with the Legal Services shall be made in the name of all of the Joint Clients or the “Joint CCAs”. By executing this Joint Representation Agreement, each of the Joint Clients agrees that K&F will take direction from Jeremy Waen at PCE or Todd Edmister at EBCE in this matter. In addition, each of you agrees that if any of EBCE, MCE, PCE, Pioneer, SJCE, SVCE, or SCP requests in writing – for any reason or for no reason – to withdraw from this Joint Representation Agreement, that withdrawal would be effective immediately, and from that point forward, K&F would not have an attorney-client relationship or further attorney-client obligations with the withdrawn party with respect to the Legal Services.

K&F will coordinate projects with either Jeremy Waen at PCE and/or Todd Edmister at EBCE, as the designated representatives of the Joint Clients for the Legal Services, or with whomever Mr. Waen or Mr. Edmister may specifically delegate that authority. We understand that Mr. Waen and/or Mr. Edmister have the authority to make decisions on behalf of the Joint Clients in connection with the Legal Services proposed, and we are relying on that understanding.

Because K&F will be representing multiple clients in this engagement, the applicable rules of professional conduct require that we inform you of actual and potential conflicts of interest with respect to joint representation, and that we obtain informed, written consent from each of the Joint Parties agreeing to the joint representation.

K&F has run a conflict check as it relates to the Legal Services. Based on the information we have been provided, we do not believe representation of the Joint Clients with respect to the Legal Services involves an actual conflict of interest between any of the Joint Clients. If any one of the Joint Clients is aware of an actual conflict of interest as between them, please let K&F know immediately.

Even though there may be no actual conflict, there are potential conflicts. K&F currently represents MCE, Monterey Bay Community Power (“MBCP”), PCE, Pioneer, SCP, SVCE, Valley Clean Energy Alliance (“VCEA”) and other organizations and companies in California’s energy industry in matters that do not pertain to the Legal Services. In addition, K&F has provided, or continues to provide, representation to MBCP, MCE, PCE, Pioneer, SCP, SVCE, and VCEA in a number of dockets before the Commission in which one or more of the Joint Clients have been, or continue to be, a party or participant.

Differences in respective financial resources, prior experience, interests, and objectives of the Joint Clients could make one approach to K&F’s responsibilities more favorable to one of the Joint Clients than to the others, or could lead to disputes among the Joint Clients. For example, if K&F was to represent only one client, rather than all the Joint Clients, K&F might be able to obtain more favorable treatment for that one. Because K&F will be representing all the Joint Clients, it will be necessary to balance the interests of the Joint Clients rather than prioritizing the interests of only one client.

If any of the Joint Clients becomes concerned with any relationship K&F may have with particular clients, companies, or individuals, we encourage the Joint Clients to bring those concerns to our attention. If a potential conflict arises, either among the Joint Clients or between one or more of the Joint Clients and other K&F clients that may impact our ability to fully represent the Joint Clients with respect to the Legal Services, we will promptly bring that conflict to the attention of the Joint Clients.

In the event the Joint Clients become adverse to each other with respect to the Legal Services, each of the Joint Clients agree that they shall not seek disqualification of K&F from representation of the other Joint Client with respect to the Legal Services on the basis of this Joint Representation Agreement, K&F's access to confidential information obtained from the Joint Clients in connection with the Legal Services, or K&F's separate representation of any of the Joint Clients on matters unrelated to the Legal Services; provided, however, that nothing in this Joint Representation Agreement authorizes K&F to represent any of the Joint Clients in any action brought by or against any of the other Joint Clients.

## **2. Confidentiality of Communications and Work Product**

It is in the Joint Clients' interest to preserve confidentiality of all communications and work product related to the Legal Services. If any of the Joint Clients discloses such communications or work product to persons or entities that are not a party to this Joint Representation Agreement, it jeopardizes the privileged and confidential nature of that communication or work product. Accordingly, we advise the Joint Clients to take care not to disclose privileged information or work product to any person or entity that is not a party to this Joint Representation Agreement.

The Joint Clients understand and acknowledge that any communications between each of the Joint Clients and K&F regarding the Legal Services may not be kept confidential from the other Joint Clients. In addition, should any future dispute among you concerning the matter on which you have engaged us to represent you lead to litigation, the attorney-client privilege may not protect communications that were shared.

If any of the Joint Clients wishes to communicate confidentially with K&F about matters outside the scope of the Legal Services, that client should: 1) exclude all third parties from the communication, including the other members of the Joint Clients, and 2) ensure K&F is aware the correspondence is on behalf of the individual company or organization and is not related to the Legal Services subject to this Joint Representation Agreement.

Through this Joint Representation Agreement, the Joint Clients authorize K&F to engage in confidential communications with EQ Research LLC to obtain litigation support with respect to the Legal Services. K&F understands it is the intent of the Joint Clients that all communications and work product that are developed by, or shared with, EQ Research LLC related to the Legal Services shall be confidential and subject to attorney-client privilege.

## **3. Termination of K&F's Representation**

EBCE, MCE, PCE, Pioneer, SJCE, SVCE, or SCP may terminate K&F's representation of that Joint Client at any time and for any reason. K&F may terminate its representation of the

Joint Clients or one of EBCE, MCE, PCE, Pioneer, SJCE, SVCE, or SCP at any time and for any reason, subject to the California State Bar Rules of Professional Conduct.

#### **4. Miscellaneous**


This letter is the entire agreement between the Joint Clients and K&F concerning the joint representation of the Joint Clients in the provision of Legal Services. This Joint Representation Agreement and the scope of Legal Services provided under it may be amended from time to time by mutual agreement among K&F and the Joint Clients. California law will govern this agreement and any subsequent amendments.

#### **5. Conclusion**

If the terms of K&F's representation as explained in this Joint Representation Agreement are satisfactory, please execute a copy of this letter as indicated and return it to me. Please feel free to contact me if you have any questions.

We look forward to our representation of the Joint Clients.

*Sincerely,*



---

Tim Lindl, Partner  
Keyes & Fox LLP

EBCE, MCE, PCE, Pioneer, SJCE, SVCE, and SCP authorize K&F to represent their interests with respect to the Legal Services. Each of the Joint Clients also acknowledge, by signing this letter, that they have had the opportunity to consult with other counsel about the consequences of joint representation and that K&F recommends that you do so. By signing this letter, the signatory affirms that he or she understands and agrees to bind his or her company to the terms set forth in this Joint Representation Agreement. This Joint Representation Agreement shall not take effect, and K&F shall have no obligation to provide the Legal Service described herein, until each of the Joint Clients have returned a signed copy of this letter.

**EAST BAY COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of East Bay Community Energy.

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

Nick Chaset

Title: Chief Executive Officer

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

**MARIN CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Marin Clean Energy.

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

Dawn Weisz

Title: Chief Executive Officer

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

**PENINSULA CLEAN ENERGY AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Peninsula Clean Energy Authority.

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

Jan Pepper

Title: Chief Executive Officer

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



**PIONEER COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Pioneer Community Energy.

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

Jenine Windeshausen

Title: Executive Director

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

**SAN JOSE CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of San José Clean Energy.

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

Lori Mitchell Balachandran

Title: Director

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

**SILICON VALLEY CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Silicon Valley Clean Energy.

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

Girish Balachandran

Title: Chief Executive Officer

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

**SONOMA CLEAN POWER**

I have read the foregoing engagement letter, understand it and agree to it on behalf of Sonoma Clean Power.

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

Geof Syphers

Title: Chief Executive Officer

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

Approved as to form by SCP:

\_\_\_\_\_

By:

Title:

**February 1, 2019**

East Bay Community Energy  
Nick Chaset  
Chief Executive Officer  
1111 Broadway, 3<sup>rd</sup> Floor  
Oakland, California 94607

Pioneer Community Energy  
Jenine Windeshausen  
Executive Director  
2976 Richardson Drive  
Auburn, California 95603

Peninsula Clean Energy Authority  
Jan Pepper  
Chief Executive Officer  
2075 Woodside Road  
Redwood City, California 94061

San José Clean Energy  
Lori Mitchell  
Director  
200 E. Santa Clara Street, 14<sup>th</sup> Floor  
San José, California 95113

Sonoma Clean Power  
Geof Syphers  
Chief Executive Officer  
50 Santa Rosa Avenue, 5<sup>th</sup> Floor  
Santa Rosa, California 95404

Silicon Valley Clean Energy  
Girish Balachandran  
Chief Executive Officer  
333 W. El Camino Real, Suite 290  
Sunnyvale, California 94087

Valley Clean Energy Alliance  
Mitch Sears  
Interim General Manager  
604 2<sup>nd</sup> Street  
Davis, California 95616

**RE: Joint Representation Agreement Between Keyes & Fox LLP, East Bay Community Energy, Valley Clean Energy Alliance, Peninsula Clean Energy Authority, Pioneer Community Energy, San José Clean Energy, Silicon Valley Clean Energy, and Sonoma Clean Power (“Joint Representation Agreement”).**

Keyes & Fox LLP (“K&F”) is delighted that East Bay Community Energy (“EBCE”), Valley Clean Energy Alliance (“VCE”), Peninsula Clean Energy Authority (“PCE”), Pioneer Community Energy (“Pioneer”), San José Clean Energy (“SJCE”), Silicon Valley Clean Energy (“SVCE”), and Sonoma Clean Power (“SCP”) (collectively, “Joint Clients”) have decided to engage K&F to provide legal representation before the California Public Utilities Commission (“Commission”) in Investigation 15-08-019 (the “Legal Services”). This letter describes the basis of the attorney-client relationship between K&F and the Joint Clients with respect to the Legal Services. The terms and conditions regarding how K&F will bill for the Legal Services are set forth in an engagement letter or other agreement with each of the Joint Clients.

## 1. Joint Representation

K&F will represent each of the Joint Clients with respect to the Legal Services, and all appearances and filings made in connection with the Legal Services shall be made in the name of all of the Joint Clients or the “Joint CCAs”. By executing this Joint Representation Agreement, each of the Joint Clients agrees that if any of EBCE, VCE, PCE, Pioneer, SJCE, SVCE, or SCP requests in writing – for any reason or for no reason – to withdraw from this Joint Representation Agreement, that withdrawal would be effective immediately, and from that point forward, K&F would not have an attorney-client relationship or further attorney-client obligations with the withdrawn party with respect to the Legal Services.

Because K&F will be representing multiple clients in this engagement, the applicable rules of professional conduct require that we inform you of actual and potential conflicts of interest with respect to joint representation, and that we obtain informed, written consent from each of the Joint Parties agreeing to the joint representation.

K&F has run a conflict check as it relates to the Legal Services. Based on the information we have been provided, we do not believe representation of the Joint Clients with respect to the Legal Services involves an actual conflict of interest between any of the Joint Clients. If any one of the Joint Clients is aware of an actual conflict of interest as between them, please let K&F know immediately.

Even though there may be no current conflict between the Joint Clients, potential conflicts could arise. K&F currently represents EBCE, VCE, PCE, Pioneer, SCP, SVCE, SJCE, MCE and other organizations and companies in California’s energy industry in matters that do not pertain to the Legal Services. In addition, K&F has provided, or continues to provide, representation to several of EBCE, VCE, PCE, Pioneer, SCP, SVCE, SJCE, MCE in two dockets before the Commission.

Differences in respective financial resources, prior experience, interests, and objectives of the Joint Clients could make one approach to K&F’s responsibilities more favorable to one of the Joint Clients than to the others, or could lead to disputes among the Joint Clients. For example, if K&F was to represent only one client, rather than all the Joint Clients, K&F might be able to obtain more favorable treatment for that one. Because K&F will be representing all the Joint Clients, it will be necessary to balance the interests of the Joint Clients rather than prioritizing the interests of only one client.

If any of the Joint Clients becomes concerned with any relationship K&F may have with particular clients, companies, or individuals, we encourage the Joint Clients to bring those concerns to our attention. If a potential conflict arises, either among the Joint Clients or between one or more of the Joint Clients and other K&F clients that may impact our ability to fully represent the Joint Clients with respect to the Legal Services, we will promptly bring that conflict to the attention of the Joint Clients.

In the event the Joint Clients become adverse to each other with respect to the Legal Services, each of the Joint Clients agree that they shall not seek disqualification of K&F from representation of the other Joint Client with respect to the Legal Services on the basis of this Joint Representation Agreement, K&F’s access to confidential information obtained from the Joint Clients in connection with the Legal Services, or K&F’s separate representation of any of

the Joint Clients on matters unrelated to the Legal Services; provided, however, that nothing in this Joint Representation Agreement authorizes K&F to represent any of the Joint Clients in any action brought by or against any of the other Joint Clients.

## **2. Confidentiality of Communications and Work Product**

It is in the Joint Clients' interest to preserve confidentiality of all communications and work product related to the Legal Services. If any of the Joint Clients discloses such communications or work product to persons or entities that are not a party to this Joint Representation Agreement, it jeopardizes the privileged and confidential nature of that communication or work product. Accordingly, we advise the Joint Clients to take care not to disclose privileged information or work product to any person or entity that is not a party to this Joint Representation Agreement. To the extent the Joint Clients would like to coordinate advocacy with other community choice aggregators that will be active in I.15-08-019, we strongly encourage the Joint Clients to copy Kevin Fox, or another K&F attorney, on any correspondence so that it does not jeopardize the privileged nature of such communication.

The Joint Clients understand and acknowledge that any communications between each of the Joint Clients and K&F regarding the Legal Services may not be kept confidential from the other Joint Clients. In addition, should any future dispute among you concerning the matter on which you have engaged us to represent you lead to litigation, the attorney-client privilege may not protect communications that were shared.

If any of the Joint Clients wishes to communicate confidentially with K&F about matters outside the scope of the Legal Services, that client should: 1) exclude all third parties from the communication, including the other members of the Joint Clients, and 2) ensure K&F is aware the correspondence is on behalf of the individual company or organization and is not related to the Legal Services subject to this Joint Representation Agreement.

Through this Joint Representation Agreement, the Joint Clients authorize K&F to engage in confidential communications with EQ Research LLC to obtain litigation support with respect to the Legal Services. K&F understands it is the intent of the Joint Clients that all communications and work product that are developed by, or shared with, EQ Research LLC related to the Legal Services shall be confidential and subject to attorney-client privilege.

## **3. Termination of K&F's Representation**

EBCE, VCE, PCE, Pioneer, SJCE, SVCE, or SCP may terminate K&F's representation of that Joint Client at any time and for any reason. K&F may terminate its representation of the Joint Clients or one of EBCE, VCE, PCE, Pioneer, SJCE, SVCE, or SCP at any time and for any reason, subject to the California State Bar Rules of Professional Conduct.

## **4. Miscellaneous**

This letter is the entire agreement between the Joint Clients and K&F concerning the joint representation of the Joint Clients in the provision of Legal Services. This Joint Representation Agreement and the scope of Legal Services provided under it may be amended from time to time by mutual agreement among K&F and the Joint Clients. California law will govern this agreement and any subsequent amendments.

## 5. Conclusion

If the terms of K&F's representation as explained in this Joint Representation Agreement are satisfactory, please execute a copy of this letter as indicated and return it to me. Please feel free to contact me if you have any questions.

We look forward to our representation of the Joint Clients.

*Sincerely,*

A handwritten signature in cursive script that reads "Kevin Fox".

---

Kevin Fox, Partner  
Keyes & Fox LLP

EBCE, VCE, PCE, Pioneer, SJCE, SVCE, and SCP authorize K&F to represent their interests with respect to the Legal Services. Each of the Joint Clients also acknowledge, by signing this letter, that they have had the opportunity to consult with other counsel about the consequences of joint representation and that K&F recommends that you do so. By signing this letter, the signatory affirms that he or she understands and agrees to bind his or her company to the terms set forth in this Joint Representation Agreement. This Joint Representation Agreement shall not take effect, and K&F shall have no obligation to provide the Legal Service described herein, until each of the Joint Clients have returned a signed copy of this letter.

**EAST BAY COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of East Bay Community Energy.

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

Nick Chaset

Title: Chief Executive Officer

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

**VALLEY CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Marin Clean Energy.

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

Mitch Sears

Title: Interim General Manager

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

**PENINSULA CLEAN ENERGY AUTHORITY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Peninsula Clean Energy Authority.

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

Jan Pepper

Title: Chief Executive Officer

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

**PIONEER COMMUNITY ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Pioneer Community Energy.

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

Jenine Windeshausen

Title: Executive Director

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

**SAN JOSE CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of San José Clean Energy.

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

Lori Mitchell Balachandran

Title: Director

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

**SILICON VALLEY CLEAN ENERGY**

I have read the foregoing Joint Representation Agreement, understand it and agree to it on behalf of Silicon Valley Clean Energy.

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

Girish Balachandran

Title: Chief Executive Officer

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

**SONOMA CLEAN POWER**

I have read the foregoing engagement letter, understand it and agree to it on behalf of Sonoma Clean Power.

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

Geof Syphers

Title: Chief Executive Officer



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

Approved as to form by SCP:

\_\_\_\_\_

By:

Title:

**LEGAL SERVICES AGREEMENT BETWEEN  
THE EAST BAY COMMUNITY ENERGY AUTHORITY  
AND KEYES & FOX LLP**

THIS AGREEMENT is entered into this 14th day of September, 2018, by and between the East Bay Community Energy Authority, a joint powers authority ("**Authority**" or "**EBCE**"), and Keyes & Fox, a Limited Liability Partnership ("**Special Counsel**") (collectively referred to as the "**Parties**").

RECITALS:

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

B. Special Counsel possesses the skill, experience, ability, background, certification and knowledge to provide the legal services described in this Agreement pursuant to the terms and conditions described herein.

C. Authority and Special Counsel desire to enter into an agreement for legal services representing EBCE, as a member of the joint clients listed in the Joint Representation Agreement, attached hereto as Exhibit F, in Pacific Gas & Electric Company's Application 18-06-001 before the California Public Utilities Commission, upon the terms and conditions herein.

C - 2018 - 117

**NOW, THEREFORE**, for good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement commences on August 15, 2018 and will extend through the completion of the services to be performed by Special Counsel, as described in Exhibit A, subject to the Termination provisions in Section 19 of this Agreement.

2. **SERVICES TO BE PERFORMED**

Special Counsel shall perform each and every service set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT**

EBCE will compensate Special Counsel for services performed pursuant to this Agreement in a total amount not to exceed eight thousand dollars (\$8,000.00) based on the rates and terms set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE**

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

5. **STANDARD OF CARE**

Special Counsel agrees to perform all services required by this Agreement in a manner commensurate with the prevailing standards of similar specially trained professionals in the San Francisco Bay Area and agrees that all services will be performed by qualified and experienced personnel. Special Counsel represents and warrants that all personnel providing legal services have valid and active licenses to practice law. Special Counsel agrees that should it need to represent Authority in any California state court, personnel representing Authority are active members of the State Bar of California as required.

6. **INDEPENDENT PARTIES**

It is understood and agreed that Special Counsel, in the performance of the work and services agreed to be performed by Special Counsel, is and will continue to be an independent contractor and not an agent or employee of EBCE; and as an independent contractor, Special Counsel will not obtain any rights to retirement benefits or other benefits that accrue to EBCE's employees, and Special Counsel hereby expressly waives any claim it may have to any such rights.

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

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Section 6500 et seq.) pursuant to a Joint Powers Agreement dated December 1, 2016, and is a public entity separate from its constituent members. Authority is and will continue to be solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Special Counsel agrees that it will have no rights and cannot make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Special Counsel agrees that it will not harass or discriminate against a job applicant, an Authority employee, or Special Counsel's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, sexual

orientation, or any other protected class. Special Counsel agrees that any and all violations of this provision will constitute a material breach of this Agreement.

## 9. HOLD HARMLESS AND INDEMNIFICATION

Special Counsel will, to the fullest extent allowed by law and without limitation of the provisions of this Agreement related to insurance, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the Authority and its members, officers, officials, Directors, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action, demands, damages and losses whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out of, pertaining to, or related to the performance of this Agreement by Special Counsel or Special Counsel's employees, officers, officials, agents or subcontractors. Such costs and expenses will include reasonable attorneys' fees of counsel of Authority's choice, expert fees and all other costs and fees of litigation. The acceptance of the Services by Authority will not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Agreement.

## 10. INSURANCE

10.1 Special Counsel must procure, maintain and comply with the insurance requirements in Exhibit C throughout the full Term of this Agreement. Special Counsel must provide proof of insurance either in the form of a certificate of insurance or, if requested by EBCE, a copy of the insurance policy, prior to performing any work under this Agreement.

10.2 Special Counsel agrees not to terminate any of the required insurance coverage during the term of this Agreement. Special Counsel must give EBCE ten (10) days written notice and obtain EBCE's written approval prior to making any modifications in the insurance coverage.

10.3 Special Counsel must either include subconsultants under its insurance policies or require each subconsultant to comply with the insurance obligations in Exhibit C.

## 11. CONFLICT OF INTEREST

11.1 Special Counsel warrants that it presently has no interest other than those previously disclosed in conflict waivers, executed copies of which appear in Exhibit D, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest.

11.2 Special Counsel understands that Authority is a public agency subject to compliance with the Political Reform Act and various other conflict of interest laws. Special Counsel agrees to advise Authority immediately if any conflict arises and understands that it may be required to fill out a conflict of interest form if the services provided under this Agreement require Special Counsel to make certain governmental decisions or serve in a staff

capacity, as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11.3 Special Counsel shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. As of the date of entering into this Agreement, Special Counsel's employees assigned to perform services as specified in Exhibit E of this Agreement ("**Special Counsel's Assigned Employees**") shall not be required to complete and file a Form 700 with EBCE's Clerk. In the event that the EBCE subsequently determines to require Special Counsel's Assigned Employees to complete and file a Form 700 with EBCE's Clerk, EBCE will notify Special Counsel in writing of such requirement, including without limitation, instructions regarding the categories of economic interests subject to disclosure on the Form 700 ("**Form 700 Notice**"). Special Counsel agrees that upon notification, Special Counsel will cause Special Counsel's Assigned Employees to complete and file the Form 700 with EBCE's Clerk, in accordance with the instructions specified in the Form 700 Notice, no later than thirty (30) days of the date of the Form 700 Notice.

## 12. PROHIBITION AGAINST ASSIGNMENT

The parties agree that the expertise and experience of Special Counsel are material considerations for this Agreement. Special Counsel agrees not to assign or to transfer any interest in this Agreement nor the performance of any of Special Counsel's obligations in this agreement, without the prior written consent of EBCE, and any attempt by Special Counsel to so assign this Agreement or any rights, duties or obligations arising hereunder will be void and of no effect.

## 13. SUBCONTRACTOR APPROVAL

Unless prior written consent from Authority is obtained, Special Counsel will not use subcontractors. In the event that Authority approves use of subcontractors, any subcontractors will be subject to the requirements of this Agreement, including without limitation, the conflict of interest provisions, the insurance provisions and the indemnity provisions.

## 14. INVOICING AND PAYMENT

14.1 In order to request payment, Special Counsel must submit monthly invoices to the Authority describing the services performed and the applicable summary of the work performed during that period. The invoice must detail the personnel who performed the services, hours worked and task(s) performed. Special counsel must bill in increments no greater than 1/10 of an hour. Each invoice must include the total budget allocated to the Agreement and the amount of the budget remaining after deducting the amount of the invoice.

14.2 Administrative, overhead, secretarial time or overtime, word processing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. However, the rates listed above do not include minor expenses directly related to an Authority matter, including postage, photocopying, printing, faxing, and messenger services, or costs for travel. Travel expenses will only be reimbursed to the extent consistent with Authority's travel policy. All out of pocket reimbursable expenses in excess of \$50 must be authorized in advance by the Authority and receipts must

be furnished with monthly invoices. Authority will be responsible only for the actual cost of any reimbursable expenses with no markup.

14.3 In the event of a dispute between Authority and Special Counsel regarding any invoice, the parties agreed to meet and confer and try to resolve the dispute. If unable to resolve the dispute, the Parties agree to comply with the State Bar of California's guidelines and dispute resolution mechanism related to legal fees.

## 15. RECORDS

15.1 Special Counsel must maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to EBCE for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Special Counsel pursuant to this Agreement.

15.2 Special Counsel must maintain all documents and records that demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

15.3 Any records or documents required to be maintained pursuant to this Agreement must be made available for inspection or audit at no cost to EBCE, at any time during regular business hours, upon written request by the EBCE. Copies of such documents must be provided to EBCE for inspection at EBCE's offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Special Counsel's address indicated for receipt of notices in this Agreement.

15.4 Where EBCE has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Special Counsel's business, EBCE may, by written request, require that custody of the records be given to EBCE and that the records and documents be maintained in the EBCE General Counsel's office. Access to such records and documents will be granted to any party authorized by Special Counsel, Special Counsel's representatives, or Special Counsel's successor-in-interest.

15.5 EBCE owns all work produce prepared by Special Counsel under this Agreement, including without limitation, all research memoranda, contracts, underlying research, legal opinions, and pleadings.

## 16. PARTY REPRESENTATIVES

The General Counsel, or his/her designee, represents the Authority in all matters pertaining to the services to be performed under this Agreement. Tim Lindl represents Special Counsel in all matters pertaining to the services to be performed under this Agreement.

17. **CONFIDENTIAL INFORMATION**

Special Counsel shall maintain in confidence and not disclose to any third-party or use in any manner not required or authorized under this Agreement any and all of Authority's proprietary or confidential information provided to Special Counsel.

18. **NOTICES**

Any notices required to be given under this Agreement must be made in writing and may be delivered a) personally, in which case they are effective upon receipt; b) by U.S. Mail, in which case they are effective three (3) days following deposit in the U.S. Mail, unless accompanied by a return receipt in which case, they are effective upon the date on the receipt; or c) by electronic mail, in which case they are effective upon confirmation of receipt, and if no confirmation of receipt, they are effective one day after transmission, providing that a hard copy is also sent via U.S. mail. All notices must be sent to the addresses below:

EBCE

Attn: Leah Goldberg, General Counsel  
1111 Broadway, 3<sup>rd</sup> Floor  
Oakland, CA 94607  
Email: [lgoldberg@ebce.org](mailto:lgoldberg@ebce.org)  
Phone: (510) 838-5266

Special Counsel

Attn: Tim Lindl, Partner  
436 14<sup>th</sup> Street, Suite 1305  
Oakland, CA 94612  
Email: [tlindl@keyesfox.com](mailto:tlindl@keyesfox.com)  
Phone: (510) 314-8385

19. **TERMINATION**

19.1 EBCE has the right to terminate this Agreement, without cause, by giving not less than seven (7) days' written notice of termination.

19.2 If Special Counsel fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, EBCE may terminate this Agreement immediately upon written notice.

19.3 EBCE's General Counsel is empowered to terminate this Agreement on behalf of EBCE.

19.4 In the event of termination, Special Counsel must deliver to the EBCE's General Counsel, at no cost to EBCE, copies of all reports, documents, and other work performed by Special Counsel under this Agreement within five (5) business days of the date of termination.

20. **COMPLIANCE**

Special Counsel must comply with all applicable federal, state and local laws and regulations.

21. **CONFLICT OF LAW**

This Agreement will be interpreted under and enforced by the laws of the State of California. Any suits brought pursuant to this Agreement shall be filed with the Superior Court of the County of Alameda, State of California, or if appropriate, the Federal District Court sitting in San Francisco.

22. **ADVERTISEMENT**

Special Counsel will not reference or disclose to any third parties that it is working with authority without Authority's express written approval.

23. **WAIVER**

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

24. **INTEGRATED AGREEMENT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant will be held to vary the provisions hereof. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this Agreement, the terms specified in the body of this Agreement will control. Any modification of this Agreement will be effective only by a written document signed by both Authority and Special Counsel.

25. **AUTHORITY**

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

26. **SEVERABILITY**

If a court of competent jurisdiction holds any Section or part of this Agreement to be invalid or unenforceable for any reason and the scope of work can still be performed, the Parties agree to sever the invalid or unenforceable Section(s) from this Agreement and that all remaining Sections or parts of this Agreement will continue to be enforceable.



27. **CAPTIONS AND TERMS**

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

28. **COUNTERPARTS**

This Agreement may be signed in counterparts, each of which will be one and same agreement and will be binding upon the party that signed it.



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

SPECIAL COUNSEL


  
By Tim Lindl  
Title Partner  
Date 9/14/2018

EAST BAY COMMUNITY ENERGY  
AUTHORITY

A Joint Powers Authority

By   
Title   
Date 9/17/18

APPROVED AS TO FORM:

  
Leah S. Goldberg, General Counsel

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

Special Counsel will represent Authority, as a member of the joint clients listed in the Joint Representation Agreement, Exhibit F, with respect to: Pacific Gas & Electric Company's Application 18-06-001 before the California Public Utilities Commission

**Additional Services:**

Special Counsel will not provide additional services outside of the services identified in Exhibit A, unless it obtains advance written authorization from Authority's General Counsel prior to commencement of any additional services.

**Exhibit B**  
**Compensation**

Authority will compensate Special Counsel for legal services in accordance with the terms and conditions of this Agreement based on the rates and compensation schedule set forth below. Compensation will be calculated based on the hourly rates set forth below.

**ATTORNEYS**

<b>Kevin Fox</b>	310
<b>Jason Keyes</b>	290
<b>Jacob Schlesinger</b>	215
<b>Tim Lindl</b>	240
<b>Sheridan Pauker</b>	300
<b>Scott Dunbar</b>	190
<b>Beren Argetsinger</b>	180
<b>David Wooley</b>	250
<b>Kathleen Kapla</b>	275

**NON-ATTORNEYS**

<b>Amanda Vanega</b>	160
<b>Justin Barnes</b>	160
<b>Rusty Haynes</b>	150
<b>Chelsea Barnes</b>	150
<b>Laurel Passera</b>	130
<b>Ben Inskeep</b>	125
<b>Blake Elder</b>	95



Staff Report Item 10

**TO:** East Bay Community Energy Board of Directors  
**FROM:** Nick Chaset, Chief Executive Officer  
**SUBJECT:** CEO Report (Informational Item)  
**DATE:** March 20, 2019

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**Recommendation**

Accept Chief Executive Officer (CEO) report on update items below.

**Executive Committee Meeting**

East Bay Community Energy did not hold an executive committee meeting in February.

**Marketing and Outreach Update**

Attached to this report is a presentation outlining key marketing and outreach activities including overview of current opt out trends.



# Account Services and Marketing Update

PRESENTED BY: ANNIE HENDERSON

DATE: March 20, 2019



# ENROLLMENT AND ACCOUNT SERVICES



# EBCE Enrollment

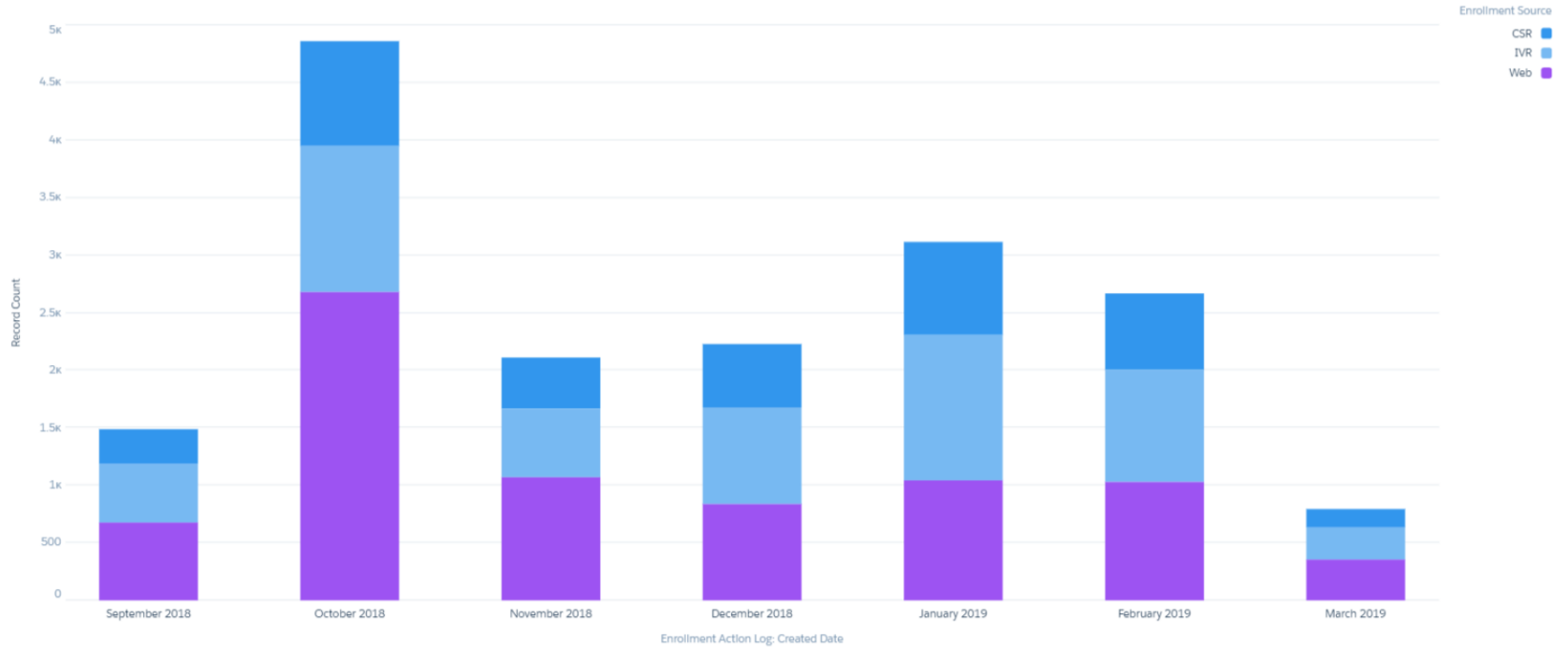
	Eligible Accounts	Opt Out	%	Bright Choice	%	Brilliant 100	%	Renewable 100	%
ALBANY INC	7,136	149	2.09%	46	0.64%	6,851	96.01%	89	1.25%
BERKELEY INC	52,859	739	1.40%	51,021	96.52%	468	0.89%	627	1.19%
DUBLIN INC	24,592	748	3.04%	23,568	95.84%	250	1.02%	26	0.11%
EMERYVILLE INC	7,821	170	2.17%	7,525	96.22%	89	1.14%	37	0.47%
FREMONT INC	81,903	2,235	2.73%	78,946	96.39%	624	0.76%	97	0.12%
HAYWARD INC	54,918	1,831	3.33%	13,441	24.47%	39,615	72.13%	31	0.06%
LIVERMORE INC	33,606	3,086	9.18%	30,419	90.52%	48	0.14%	53	0.16%
OAKLAND INC	178,187	4,337	2.43%	171,624	96.32%	1,397	0.78%	829	0.47%
PIEDMONT INC	3,734	155	4.15%	133	3.56%	103	2.76%	3,343	89.53%
SAN LEANDRO INC	34,982	1,344	3.84%	33,278	95.13%	291	0.83%	69	0.20%
UNINC ALAMEDA CO	53,132	2,426	4.57%	50,412	94.88%	229	0.43%	65	0.12%
UNION CITY INC	22,9xx	739	3.22%	22,210	96.65%	20	0.09%		
<b>Total</b>	<b>555,8xx</b>	<b>17,959</b>	<b>3.23%</b>	<b>482,623</b>	<b>86.83%</b>	<b>49,985</b>	<b>8.99%</b>	<b>5,2xx</b>	<b>0.95%</b>

Data as of March 11, 2018

- Hayward and Albany defaulted residential and commercial accounts onto Brilliant 100.
  - Hayward customers on CARE/FERA programs defaulted onto Bright Choice.
- Piedmont defaulted residential and municipal accounts onto Renewable 100.
  - Customers on CARE/FERA programs defaulted into Brilliant 100.
- All other residential customers defaulted into Bright Choice.
- Municipal accounts for all cities except Livermore and Union City defaulted onto Brilliant 100.

# Residential Opt Outs

Monthly Opt Out Summary - EBCE



Mar 11, 2019 12:03 PM - Viewing as Vamshi Bashyakarla



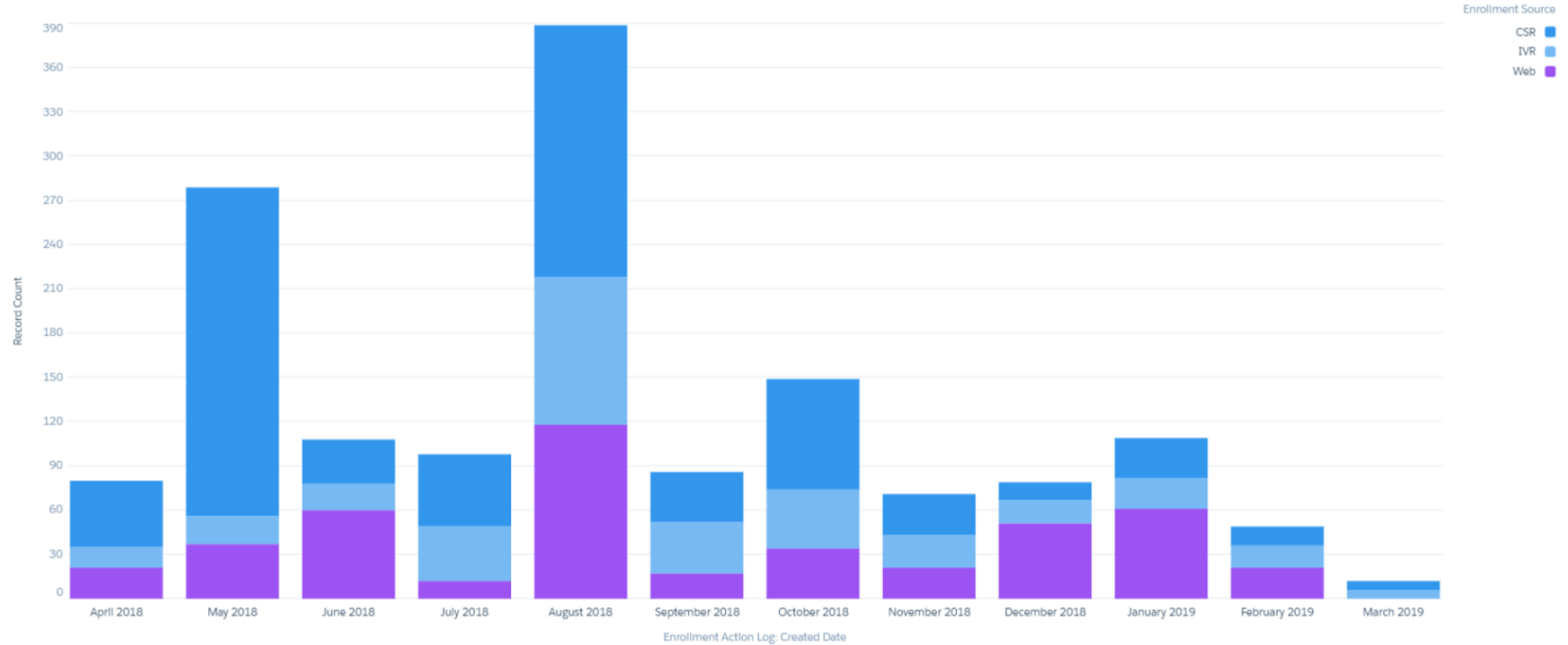
Divided by channel used to opt out: CSR = Customer Service Representative  
IVR = Interactive Voice Response (automated phone system)  
Web = Online web form

Item 10



# Commercial Opt Outs

Monthly Opt Out Summary - EBCE



Mar 11, 2019 12:04 PM - Viewing as Vamshi Bashyakarla

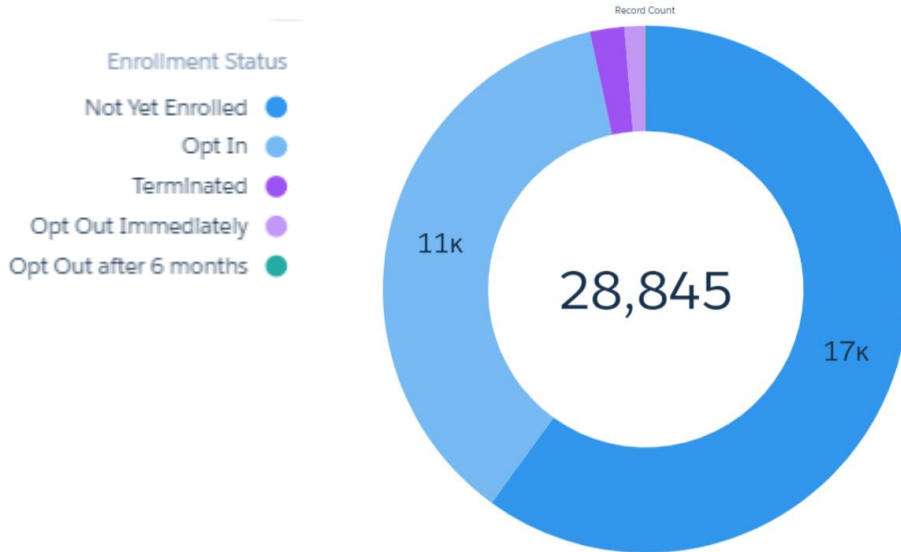


Divided by channel used to opt out: CSR = Customer Service Representative  
IVR = Interactive Voice Response (automated phone system)  
Web = Online web form

Item 10

# NEM/Solar Enrollment

NEM Customers



Enrollment Status	Accounts
Not Yet Enrolled	17,298
Opt In	10,562
Opt Out	375
<b>Total</b>	<b>28,845</b>

## Opt Out Rates

- 3.55% by Opt In Status
- 1.35% by Total (Not Yet Enrolled + Opt In)

Mar 11, 2019 12:08 PM - Viewing as Vamsi Bandyakala

# Account Services

- Fixed **PG&E billing error** for approximately 50,000 customers
- Preparing for enrollment of first group of **NEM customers** in April
- Hosting **NEM webinars** in March to educate stakeholders on EBCE policy
  - Commercial: March 19
  - Residential: March 20
  - Solar Installers: March 21
- On-going **new customer notifications** mailed bi-weekly

# MARKETING AND OUTREACH



# Hyperlocal Campaign

Jurisdiction	Sponsorship	Benefits	Status
Albany	Albany Athletics Booster	Three 3'x6' banners to be displayed at home athletic events for one calendar year	Confirmed
Berkeley	UC Berkeley Human Powered Vehicle	Logo on vehicle, logo on website	Pending
Dublin	Adult Softball League	Covers team registration, sponsor acknowledgement	Pending
Emeryville	Rec Department	Scholarships/League Jerseys	Pending
Fremont	Rec Department	6 scholarships for low-income families. Logo on sign outside Aqua Adventure and Central Park	Confirmed
Hayward	Mt Eden Little League	Banner at field, opening day recognition	Confirmed
Livermore	Livermore Little League	6 scholarships and banner at field	Confirmed
Oakland	Oakland Marathon	Marathon - host mile marker along Mandala Parkway, \$500 award to local cheer squad from McClelland HS	Confirmed
	Midnight Basketball League	Midnight Bball - Logo on website and in-gym banner, acknowledgement in press release	Confirmed
	Rec Dept Basketball League	Rec League - Covers team registration, logo on uniform	Pending
Piedmont	Piedmont Education Foundation	TBD	Pending
San Leandro	Rec Dept - Low Income Scholarships	TBD	Pending
Union City	Support our Kids Scholarships	2 scholarships for week-long camp, banner at 2 sites	Pending
County	Ashland Little League	3x5 banner, website banner, social media	Confirmed



## Goals:

- show EBCE's connection to the community
- continue efforts for brand awareness
- tell a great story


## Promotion:

- social media
- press release around the entire campaign
- monthly newsletter
- create community stories on our website

We would love to have your participation at events and feature you in our stories

Item 10

# EBCE Does Earth Day



**EBCE DOES EARTH DAY 2019**

#PoweredbyEBCE

Earth Day's history began in the Bay Area in 1969 when it was first proposed at a UNESCO Conference in San Francisco. Fifty years later, Earth Day is going strong in the East Bay. East Bay Community Energy (EBCE) cares about Alameda County's environmental and community health. This is why Earth Day 2019 is important to us. EBCE staff, community allies, and friends will be at various Earth Day events throughout Alameda County. Please come join us!

#Albanylocal | #Berkeleylocal | #Dublinlocal | #Emeryvillelocal | #Fremontlocal  
 #Haywardlocal | #Livermorelocal | #Piedmontlocal | #Oaklandlocal | #San Leandrolocal  
 #SanLandrolocal | #UnionCitylocal

**GET INVOLVED**

EBCE will be at two different kinds of events, a tabling event or a clean-up event. We will ask you to help answer questions and talk to our community about EBCE at the various tabling events.

I'd like to volunteer with EBCE for an Earth Day event >

I'd like to invite EBCE to an Earth Day Event >

#Albanylocal  
 Saturday, April 20 (time)  
 City of Albany & Watershed Project Shoreline Cleanup

#Berkeleylocal  
 Tuesday, April 30 (9:00 AM - 2:00 PM)  
 Strategic Energy Innovation Green Careers Conference Bay Area  
 Strategic Energy Innovation (SEI) provides holistic services to engage, inspire, and empower K-12 students to become environmental leaders.

Jurisdiction	Date	Event
Albany	April 20	City of Albany & Watershed Project Shoreline Cleanup
Berkeley	April 30	Strategic Energy Innovation Green Careers Conference Bay Area
Dublin	April 27	Pride Volunteer Fair at Emerald Glen Park
Emeryville	April 20 April 21 May 9	Emeryville Community Expo and Spring Carnival Emeryville Earth Day Shoreline Clean Up Bike to Work Day Energizer Station
Fremont	April 28	LEAF (Local Ecology and Agriculture Fremont) Earth Day Celebration
Hayward	April 27 April 30	36th Annual Clean-Up Event and Community Fair Awards Ceremony for Poster and Writing Contest
Livermore	April 20	Livermore Earth Day Festival 2019
Oakland	April 27	StopWaste, West Oakland Environmental Indicators Project, and City of Oakland presents Energy Resource Connection Workshop in West Oakland
Piedmont	April 11 April 24	City of Piedmont Arbor Day Fair City of Piedmont Consumption Awareness Fair
San Leandro	May 9	Bike to Work Day Energizer Station at Bay Fair BART Station
Union City	TBD	
Alameda County	April 13	Castro Valley Downtown Cleanup with Supervisor Miley staff



**Staff Report Item 12**

**TO:** East Bay Community Energy Board of Directors  
**FROM:** Nicolas Chaset, Chief Executive Officer  
**SUBJECT:** EBCE Office Space Lease  
**DATE:** March 20, 2019

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**Recommendation**

Approve a Resolution authorizing the Chief Executive Officer to finalize and execute a sub-lease agreement for office space at 1999 Harrison St, Oakland California.

**Background**

At the January 16, 2019 EBCE Board of Directors meeting, EBCE staff brought a recommendation to enter into lease negotiations for a sublease at 1212 Broadway in Oakland, California. During the meeting, questions were raised by members of the Board of Directors about the seismic retrofit status of 1212 Broadway. In response to these questions, EBCE staff engaged a structural engineer to review the most recent seismic study for 1212 Broadway. The findings of the study did not find major seismic risks but did not that the building had not been seismically retrofitted.

Subsequently, EBCE staff re-focused the search for office space towards downtown Oakland subleases in buildings built or retrofitted within the last 20 years. Through this process, EBCE staff identified a 3-year sublease at 1999 Harrison St - a building built in 2003 to meet stringent seismic standards. Additionally, 1999 Harrison meets the criteria that EBCE staff applied to the initial search that resulted in the proposed 1212 Broadway sublease.

1. Walking distance to a BART station (1/4 quarter mile or less)
2. Class A or B office space able to accommodate 30 to 40 staff
3. Large enough conference room to host Community Advisory Committee, Executive Committee and Sub-Committee meetings
4. 2019 lease cost within EBCE's approved budget

The sublease would require the payment of an approximately \$41,200 security deposit, and payment of the following base sublease rents:

Period	Base Sublease Rent Per Month
--------	------------------------------

8/1/19 - 12/31/19	\$34,197.28
1/1/20 -12/31/20	\$35,223.20
1/1/21 -12/31/21	\$36,279.89
1/1/22 - 10/31/22	\$37,368.29

The premises are currently furnished, and the parties are still negotiating which items of furniture will remain onsite.

Based on these findings, it is the recommendation of Staff that the Board of Directors authorize the CEO to finalize negotiations and execute a sub-lease agreement of no more than 4 years at a base lease cost that does not exceed the values provided above.



**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE EAST BAY COMMUNITY ENERGY AUTHORITY**  
**TO APPROVE A SUBLEASE WITH MECHANICS BANK FOR OFFICE SPACE**  
**ON THE 8TH FLOOR OF 1999 HARRISON STREET, OAKLAND CA**

**WHEREAS**, EBCE is currently in negotiations with Mechanics Bank to sublease office space on the 8th floor of 1999 Harrison Street in Oakland, CA.

**WHEREAS**, the Parties have come to terms regarding the payment of security deposit and rent, and the term of the sublease, as detailed in the Draft Sublease Agreement, attached and incorporated herein as Exhibit A.

**WHEREAS**, the Parties are continuing to negotiate certain non-substantive terms, such as the disposition of the furniture currently at the site.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

**Section 1.** The Chief Executive Officer is hereby authorized to finalize negotiations and execute a sublease for office space at 1999 Harrison Street, Oakland CA, with a term of no more than 4 years, pursuant to terms that are substantially similar to that provided in the Draft Sublease Agreement and has a base lease cost equal to the values in table 1.

Table 1 - Base Sublease Costs

Period	Base Sublease Rent Per Month
8/1/19 – 12/31/19	\$34,197.28
1/1/20 – 12/31/20	\$35,223.20
1/1/21 – 12/31/21	\$36,279.89
1/1/22 – 10/31/22	\$37,368.29

ADOPTED AND APPROVED this 20<sup>th</sup> day of March, 2019.

---

Scott Haggerty, Chair

ATTEST:

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Stephanie Cabrera, Clerk of the Board



### Staff Report Item 13

**TO:** East Bay Community Energy Board of Directors  
**FROM:** Annie Henderson, Vice President, Marketing & Account Services  
**SUBJECT:** Second Amended and Restated Administrative Procurement Policy  
**DATE:** March 20, 2019

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#### Recommendation

Adopt a resolution to approve the Second Amended and Restated Administrative Procurement Policy.

#### Background and Discussion

On January 17, 2018, the Board approved an Administrative Procurement Policy that (1) delegated certain authority to the Chief Executive Officer (“CEO”) to enter into professional service agreements and vendor contracts; (2) authorized the award of professional service agreements; (3) mandated issuance of Request for Proposals (“RFPs”) for non-professional service contracts; (4) contained criteria for evaluation of bids and proposals, namely preferences for local and union labor and ethical vendor standards; and (5) contained reporting obligations and provided for public access to contracts.

On July 18, 2018, the Administrative Procurement Policy was amended and restated by approval of the Board. Amendments included:

- Provides for competitive solicitations for goods or services in excess of \$100,000 in value, informal written proposal from at least three providers for contracts valued between \$50,000 and \$100,000, and informal verbal proposals from at least three providers for contracts valued between \$10,000 and \$50,000. Certain limited exceptions were also approved.
- Prohibits staff from accepting certain gifts, does not require acceptance of lowest responsible bidder, requires contracts be approved as to form and content by General Counsel, and certain contracts are subject to Public Records Act.
- Delegation of authority to execute professional services agreements and vendor contracts
- Authorizes any Director-level or above executive staff member to sign Nondisclosure Agreements and the COO-level or above to sign Banking and Treasury Administration Documents
- Provides for bid evaluation criteria that are identical to the criteria set out in the original Administrative Procurement Policy

- Provides authority to the CEO, the COO and the Director of Power Resources to enter into agreements for the purchase of power and energy attributes

Since the Administrative Procurement Policy was first adopted, East Bay Community Energy (“EBCE”) has launched service to commercial, municipal, and residential customers, the staff has increased in size and is continuing to increase in size, and the workload and scope of activities have likewise increased, necessitating a more detailed Administrative Procurement Policy containing additional authorization to enter into vendor contracts.

### Analysis

EBCE conducts extensive outreach activities through participation in community events. In the course of scheduling outreach events, we are occasionally presented with an application that requests that the EBCE release liability. Below is example language that we could encounter in EBCE’s role as a “Vendor”:

- *Vendor agrees to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys’ fees, (collectively “Liabilities”) arising out of or in any manner related to Vendor’s participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.*
- *The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.*

The current policy does not grant authority to any staff for release of liability. Staff proposes a revision to section 4h to include the third authorization as follows:

- h. In addition, the following authorities shall apply, after review and approval of such Agreements by the General Counsel, or his/her designee and except where in conflict with the Joint Powers Agreement, state or federal law:
  - i. Non-Disclosure Agreements - Director level and above;
  - ii. Banking and Treasury Administration - COO level and above; and,
  - iii. Release of Liability and Indemnification - Director level and above.

### Fiscal Impact

There should be no additional fiscal impact.

### CEQA

Not a project

### Attachments

- A. Resolution to Adopt a Second Amended and Restated Administrative Procurement Policy
- B. Second Amended and Restated Administrative Procurement Policy

**RESOLUTION NO. \_\_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE EAST BAY COMMUNITY ENERGY AUTHORITY**  
**TO ADOPT A SECOND AMENDED AND RESTATED ADMINISTRATIVE PROCUREMENT POLICY**

THE BOARD OF DIRECTORS OF THE EAST BAY COMMUNITY ENERGY AUTHORITY DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

**Section 1.** The East Bay Community Energy Authority (“EBCE”) was formed on December 1, 2016, under the Joint Exercise of Power Act, California Government Code sections 6500 *et seq.*, among the County of Alameda, and the Cities of Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Piedmont, Oakland, San Leandro, and Union City to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs in all of the member jurisdictions.

**Section 2.** On January 17, 2018, the EBCE Board of Directors (“Board”) adopted an Administrative Procurement Policy that (1) delegated certain authority to the Chief Executive Officer to enter into professional service agreements and vendor contracts; (2) authorized the award of professional service agreements; (3) mandated issuance of Requests for Proposals for non-professional service contracts; (4) contained criteria for evaluation of bids and proposals, namely preferences for local and union labor and ethical vendor standards; and (5) contained reporting obligations and provided for public access to contracts.

**Section 3.** On July 18, 2018, the Board adopted an Amended and Restated Administrative Procurement Policy that detailed the requirements for competitive solicitations, detailed criteria for evaluation of bids and proposals, authorized various EBCE executive staff to execute professional services agreements and vendor contracts related to their administrative areas, required public access to said agreements, required legal review of all contracts and agreements prior to their execution, and provided specific authorizations for procurement of power and energy attributes.

**Section 4.** EBCE staff has increased in size and focus, consequently increasing the need for EBCE to enter agreements with broader liability and indemnification coverage. These new needs require additional procurement practices and authorizations to ensure staff can execute these agreements and others efficiently. Therefore, the Board hereby further amends the Amended and Restated Administrative Procurement Policy adopted on July 18, 2018.

**Section 5.** The Board hereby adopts the Second Amended and Restated Administrative Procurement Policy attached as Exhibit A and listed as Policy # \_\_\_\_ authorizing directors and above to sign agreements for which EBCE must release another party from liability and or indemnify that party, after review and approval of such agreements by the General Counsel or his/her designee and except where in conflict with the Joint Powers Agreement, state or federal law .

ADOPTED AND APPROVED this 20<sup>th</sup> day of March 2019.

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Scott Haggerty, Chair

ATTEST:

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Stephanie Cabrera, Clerk of the Board



## SECOND AMENDED AND RESTATED Administrative Procurement Policy

Policy No. 2019-

March 20, 2019

### Purpose:

It is in the interest of East Bay Community Energy (“EBCE”) to establish administrative procurement practices that facilitate efficient business operations and provide fair compensation and local workforce opportunities whenever possible within a framework of high quality, competitive service offerings.

### Policy:

#### 1. Public Bidding Requirements:

- a. EBCE shall issue a Request for Proposals or a Request for Qualifications for the purchase of goods or services in excess of \$100,000 in any given contract year or term. EBCE will run competitive solicitations through the issuance of requests for proposals (“RFPs”) or similar instruments for all non-professional service contracts with a contract value in excess of \$100,000 in any given contract year. These contracts are subject to Board approval before final execution.
- b. For contracts valued between \$50,000 and \$99,999.99, staff shall solicit informal written proposals from at least three providers, if feasible. An informal written proposal consists of a written proposal that includes the provider’s name, address, phone number, professional license number, if applicable, the work to be performed and the amount of the bid. A written proposal may be in an electronic mail format.
- c. For contracts valued between \$10,000 and \$49,999.99, staff shall solicit informal verbal proposals from at least three providers. Staff shall note the three verbal bids by including the providers’ name, address, phone number and amount of the verbal proposal in EBCE’s records.
- d. For contracts valued at less than \$10,000, no formal or informal bids shall be required, but EBCE staff is directed to seek the lowest cost supplies and the highest quality services available.
- e. When procuring goods and services utilizing federal funds (e.g., grant funds), EBCE shall comply with all federal project requirements in securing any goods or services necessary.
- f. The Chief Executive Officer (“CEO”), at his/her discretion, may direct that EBCE solicit competitive solicitations through the RFP process for contracts under \$100,000.
- g. EBCE shall not be required to award a contract to purchase goods or services from the lowest responsible bidder, unless required by California law.

- h. No EBCE employee, official, or director shall split purchases into more than one purchase in order to avoid the competitive solicitation requirements in this policy. Splitting purchases does not allow for a competitive marketplace, increases administrative workflow, and may create ethical issues.
- i. Exceptions to competitive solicitation requirements:
  - i. Sole source purchasing is authorized when the goods or services contemplated are capable of being performed by a sole provider, such as the holder of an exclusive patent or franchise, for purchase of unique or innovative goods or services including but not limited to computer software and technology, or for purchases of goods or services when there is a demonstrated need for compatibility with an existing item or service. A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of EBCE. Under some circumstances, EBCE competitive solicitation requirements may be dispensed with when the goods or services are only available from one source either because the brand or trade name article, goods, or product or proprietary service is the only one which will properly meet the needs of the EBCE or the item or service is unique and available only from a sole source.

Sole source purchasing shall be an exception to the normal solicitation process and requires a detailed explanation. The following factors shall not apply to sole source requests and shall not be included in the sole source justification: personal preference for product or vendor; cost, vendor performance, and local service (this may be considered an award factor in competitive bidding); features that exceed the minimum requirements for the goods or services; explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors.
  - ii. No competitive solicitation, formal or informal bids shall be required for goods or services valued at less than \$10,000 in any one contract term or contract year.
  - iii. No competitive solicitation shall be required to rent or lease equipment.
  - iv. Competitive or informal solicitations shall not be required when the contract, the goods or the services will be provided by another governmental agency. EBCE can rely on the competitive solicitation process provided by another governmental agency providing that that agency's procurement is in compliance with California law.
  - v. In the event of an emergency, the CEO may suspend the normal purchasing and procurement requirements for goods and services related to abatement of the impacts or effects of the emergency.
- j. No EBCE employee, officer, or Director shall accept, directly or indirectly, any gift, rebate, money or anything else of value from any person or entity if such gift, rebate, money or anything of value is intended to reward or be an inducement for

conducting business, placing orders with, or otherwise using the employee's position to secure an agreement with EBCE.

## 2. Procurement of Supplies:

EBCE shall procure supplies in compliance with the Competitive Solicitation Requirements in Section 1, above. While, EBCE shall not be required to award to lowest responsible bidder, EBCE staff shall seek to purchase supplies at the lowest costs. EBCE is encouraged to jointly procure supplies with other governmental agencies to obtain the lowest cost when possible. In the event one or more EBCE employees are designated as purchasing agents, those individuals shall be included in EBCE's conflict of interest code as persons who must file an annual statement of economic interest.

## 3. Procurement of Professional Services:

EBCE may contract for professional services, including but not limited to consultant, legal, or design services, in its sole discretion. EBCE shall endeavor to secure the highest quality professional services available. While EBCE shall secure such services in compliance with the Competitive Solicitation Requirements in Section 1, above, awarding a contract for services need not be awarded to the lowest responsible bidder.

## 4. Executive Management Signing Authority:

- a. The CEO is authorized to enter into contracts of \$100,000 or less without prior Board approval with the stipulation that all new contracts must be reported at the next scheduled Board meeting. This contract limit does not include power supply or wholesale energy services and shall remain in place unless and until amended by the EBCE Board of Directors.
- b. Notwithstanding other express authority in this Administrative Procurement Policy, a member of the EBCE executive level staff consisting of the Chief Operating Officer ("COO"), the General Counsel or a Vice President, at the discretion and approval of the CEO, is authorized to sign professional service agreements and vendor contracts up to \$100,000 as an authorized designee of the CEO, subject to Board reporting requirements outlined above.
- c. The COO is authorized to sign professional service agreements or vendor contracts whose object or purpose is related to the activities or functions of the Office of the COO, up to \$25,000 in total compensation, subject to Board reporting requirements outlined in Subsection a, above.
- d. Any staff Senior Director or Vice President is authorized to sign professional service agreements or vendor contracts whose object or purpose is related to the activities or functions of that Senior Director or Vice President up to \$10,000 in total compensation, subject to Board reporting requirements outlined in Subsection a, above.
- e. Any staff level Director is authorized to sign professional service agreements or vendor contracts whose object or purpose is related to the activities or functions



of that Director up to \$5,000 in total compensation, subject to Board reporting requirements outlined in Subsection a, above.

- f. The General Counsel, or his/her designee, is authorized to sign professional service agreements or vendor contracts whose object or purpose is related to the activities or functions of the Office of the General Counsel up to \$50,000 in total compensation, subject to Board reporting requirements outlined in Subsection a, above. All Legal Services Agreements must be issued through the General Counsel's Office.
  - g. Prior to signing any professional services agreement or vendor contract, the individual signing shall ensure 1) that the contract compensation has been budgeted for in the current EBCE budget 2) that adequate funds have been appropriated by the Board 3) that such funds are unexpended and unencumbered sufficient to pay the expense of the contract, and 4) that the Contract or Professional Services Agreement has been approved as to form and content by the General Counsel or his/her designee.
  - h. In addition, the following authorities shall apply, after review and approval of such Agreements by the General Counsel, or his/her designee and except where in conflict with the Joint Powers Agreement, state or federal law:
    - i. Non-Disclosure Agreements - Director level and above;
    - ii. Banking and Treasury Administration - COO level and above; and,
    - iii. Release of Liability and Indemnification - Director level and above.
  - i. Invoices and vendor payments shall be approved by the contract signee, his/her executive level manager or the COO prior to payment.
  - j. Contract amendments including changes in timeframe, scope, and value shall be subject to Board approval and signing authorities outlined in this Section 4.
  - k. EBCE shall report on all new contracts, regardless of scope or contract value, at each Board meeting. Unless subject to the attorney client privilege or some other legal protection, as a public agency, EBCE shall release all public records, including contracts as applicable, as required by the Public Records Act.
5. Bid Evaluation:
- a. Bids and proposals received through a competitive solicitation shall be subject to a set of criteria and a scoring system, reviewed and evaluated by relevant EBCE staff and an evaluation committee selected by the CEO, COO or General Counsel, or at the discretion of the Board, members of a designated Board subcommittee or the Community Advisory Committee. Bids for contracts received through formal or informal solicitation shall be evaluated based on competency to perform the scope of work, best fit, price competitiveness and compliance with subsections i (Special Procurement Preferences), ii (Alameda County Preference), iii (Union Labor Preference), and iv (Other Preferences) below.

- i. EBCE seeks to support companies and contractors that reflect its values, and has identified three vendor/contractor categories that shall be given special consideration during bid evaluation and selection. In competitive solicitations, these categories shall receive bonus percentages/points ranging from 2.5% - 5% for a maximum bonus total of 10% in a bid scoring process.
  - ii. EBCE desires to support Alameda County businesses where possible. Businesses with office(s) located in Alameda County and include at least 25% Alameda County residents under their employment shall receive a bonus equal to 5% or 5 points out of a 100-point scoring system in competitive solicitations.
  - iii. EBCE desires to support the use of union labor where possible. EBCE shall make its best effort to work with unionized contractors and subcontractors in the provision of goods and services to EBCE. Businesses who use union labor and/or unionized contractors shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.
  - iv. EBCE desires to support diversity among its contractors and vendors by working with women, minority, disabled veteran, and lesbian, gay, bisexual, and transgender-owned businesses. Businesses owned and operated by a person representing one or more of these categories shall receive a bonus equal to 2.5% or 2.5 points out of a 100-point scoring system in competitive solicitations.
- b. EBCE is committed to the highest standards of responsible behavior and integrity in all of its business relationships. EBCE will consider a company's business practices, environmental track record, and commitment to fair employment practices and compensation in its procurement decisions.

6. Procurement of Power and Energy Attributes:

EBCE must secure sufficient power resources and energy attributes to serve its customers, comply with State law and meet EBCE's and its member agencies' goals. The Board shall approve the form of all master power purchase agreements. The signing authority in Section 4 shall not apply to power and energy attribute procurement. The following EBCE staff shall be authorized to enter into power purchase agreements and other agreements to secure power and energy attributes providing such agreements are in substantially the same form as the Board-approved master power purchase agreements, and that all transactions and agreements are in strict compliance with EBCE's Risk Management Policy:

- a. The CEO is authorized to enter into agreements in accordance to the approved Risk Management Policy.
- b. The COO is authorized to enter into agreements in accordance to the approved Risk Management Policy provided that transactions shall not be over two years in duration and \$10,000,000 in total compensation.

- c. The Director of Power Resources is authorized to enter into agreements in accordance to the approved Risk Management Policy provided that transactions shall not be over one year in duration and not be over \$2,000,000 in compensation.
  - d. With dual signatures, the COO and Director of Power Resources are authorized to enter into agreements with equivalent authority as the CEO in accordance with the approved Risk Management Policy.
7. All Professional Service Agreements, vendor contracts and power procurement agreements must be approved as to the form and content by the General Counsel or his/her designee prior to signature by any authorized individual.



#### Staff Report Item 14

**TO:** East Bay Community Energy Board of Directors  
**FROM:** Annie Henderson, VP Marketing and Account Services  
**SUBJECT:** EBCE Rate Modifications (Informational Item)  
**DATE:** March 20, 2019

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#### Recommendation

Receive an update from staff regarding EBCE rate modifications

#### Background

On February 15, 2019, PG&E filed a proposal to implement their 2019 generation rates in two parts, instead of doing so through a single change, which has been PG&E's typical course of action. EBCE filed a protest against this bifurcation, arguing that it would cause needless customer confusion. However, the California Public Utilities Commission (CPUC) did not recognize request to delay PG&E's proposal. PG&E's proposed rate change schedule set a first rate change to occur on March 1, 2019 and a second rate change to occur sometime between May 1 and July 1, 2019. With no response from CPUC, PG&E changed their rates on March 1, 2019.

The March 1 PG&E rate changes increased generation rates between 2% to 4%. EBCE forecasts that PG&E's second phase of rate changes will decrease PG&E's generation rates, though the specific rate reduction levels are not yet known. The specific rates will be included in the ERRR proceeding.

EBCE's forecasts that these two rate changes, when taken together, will result in an overall reduction in PG&E's generation rates for 2019.

At the September 2018 Board Meeting, the Board gave EBCE staff authority to modify EBCE rates in response to PG&E rate changes to ensure that EBCE continues to offer a 1.5% discount. Given that EBCE forecasts PG&E's two rate changes to result in a decrease in PG&E's 2019 generation rate, EBCE staff is implemented the Board Sept 2018 directions by adjusting EBCE's rates in response to the March 1, 2019 rate change to maintain our 1.5% discount for Bright Choice, parity for Brilliant 100, and premium of one cent/kilowatt-hour for Renewable 100.

PG&E's second rate change will occur later this spring, and staff plans to modify EBCE's rates again to maintain our value proposition across services. Practically, this will mean that EBCE will be raising its rates in March and then lowering its rates sometime between May and July with PG&E's second rate change in order to maintain a consistent value proposition.

EBCE staff provided an email notice to the Board on February 28, 2019 indicating the intent to make March rate modifications. We will continue to update the board on the status of the second phase of rate changes and its impact on EBCE customers.

EBCE back-end systems were updated as of March 11, 2019. Customer bill cycles that begin on or after March 1 will reflect these updated rates. Customer bill cycles that began prior to March 1 will be billed for the entire bill cycle at the previous rates.

EBCE staff will communicate this rate adjustment to customers through a message on customer bills indicating that EBCE is continuing to maintain its 1.5% discount relative to PG&E rates, by providing talking points for call center representatives, updating EBCE Rate Sheets online, and calling a small population of our largest customers to notify them of the changes in PG&E rates and the fact that EBCE is continuing to provide its stated 1.5% discount.

#### **Fiscal Impact**

Increase in PG&E rates will result increase EBCE revenues by \$3m-\$5m over the next 3-4 months.

#### **CEQA**

Not a project

#### **Attachments**

- A. Updated Rate Sheet



## East Bay Community Energy Rate Sheets

Rates effective as of March 1, 2019

### Bright Choice

Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">A1</a>	Summer	0.10139	0.02530	0.12669	0.12862	kWh
<a href="#">A1</a>	Winter	0.06186	0.02530	0.08716	0.08849	kWh
<a href="#">A10P</a>	Max Demand Summer	4.70830	0.00000	4.70830	4.78000	kW
<a href="#">A10P</a>	Summer	0.08060	0.02569	0.10629	0.10791	kWh
<a href="#">A10P</a>	Winter	0.05721	0.02569	0.08290	0.08416	kWh
<a href="#">A10PX</a>	Max Demand Summer	4.70830	0.00000	4.70830	4.78000	kW
<a href="#">A10PX</a>	Peak Summer	0.13157	0.02569	0.15726	0.15965	kWh
<a href="#">A10PX</a>	Part-Peak Summer	0.08176	0.02569	0.10745	0.10909	kWh
<a href="#">A10PX</a>	Part-Peak Winter	0.06827	0.02569	0.09396	0.09539	kWh
<a href="#">A10PX</a>	Off-Peak Summer	0.05554	0.02569	0.08123	0.08247	kWh
<a href="#">A10PX</a>	Off-Peak Winter	0.05263	0.02569	0.07832	0.07951	kWh
<a href="#">A10S</a>	Max Demand Summer	5.39780	0.00000	5.39780	5.48000	kW
<a href="#">A10S</a>	Summer	0.09010	0.02569	0.11579	0.11755	kWh
<a href="#">A10S</a>	Winter	0.06320	0.02569	0.08889	0.09024	kWh
<a href="#">A10SX</a>	Max Demand Summer	5.39780	0.00000	5.39780	5.48000	kW
<a href="#">A10SX</a>	Peak Summer	0.14301	0.02569	0.16870	0.17127	kWh
<a href="#">A10SX</a>	Part-Peak Summer	0.08871	0.02569	0.11440	0.11614	kWh
<a href="#">A10SX</a>	Part-Peak Winter	0.07301	0.02569	0.09870	0.10020	kWh
<a href="#">A10SX</a>	Off-Peak Summer	0.06107	0.02569	0.08676	0.08808	kWh
<a href="#">A10SX</a>	Off-Peak Winter	0.05620	0.02569	0.08189	0.08314	kWh
<a href="#">A10T</a>	Max Demand Summer	3.72330	0.00000	3.72330	3.78000	kW
<a href="#">A10T</a>	Summer	0.07147	0.02569	0.09716	0.09864	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">A10T</a>	Winter	0.05101	0.02569	0.07670	0.07787	kWh
<a href="#">A10TX</a>	Max Demand Summer	3.72330	0.00000	3.72330	3.78000	kW
<a href="#">A10TX</a>	Peak Summer	0.11805	0.02569	0.14374	0.14593	kWh
<a href="#">A10TX</a>	Part-Peak Summer	0.07187	0.02569	0.09756	0.09905	kWh
<a href="#">A10TX</a>	Part-Peak Winter	0.06026	0.02569	0.08595	0.08726	kWh
<a href="#">A10TX</a>	Off-Peak Summer	0.04695	0.02569	0.07264	0.07375	kWh
<a href="#">A10TX</a>	Off-Peak Winter	0.04591	0.02569	0.07160	0.07269	kWh
<a href="#">A15</a>	Summer	0.10139	0.02530	0.12669	0.12862	kWh
<a href="#">A15</a>	Winter	0.06186	0.02530	0.08716	0.08849	kWh
<a href="#">A1X</a>	Peak Summer	0.11517	0.02530	0.14047	0.14261	kWh
<a href="#">A1X</a>	Part-Peak Summer	0.09188	0.02530	0.11718	0.11896	kWh
<a href="#">A1X</a>	Part-Peak Winter	0.09169	0.02530	0.11699	0.11877	kWh
<a href="#">A1X</a>	Off-Peak Winter	0.07108	0.02530	0.09638	0.09785	kWh
<a href="#">A1X</a>	Off-Peak Summer	0.06493	0.02530	0.09023	0.09160	kWh
<a href="#">A6</a>	Peak Summer	0.34892	0.02530	0.37422	0.37992	kWh
<a href="#">A6</a>	Part-Peak Summer	0.11293	0.02530	0.13823	0.14034	kWh
<a href="#">A6</a>	Part-Peak Winter	0.08060	0.02530	0.10590	0.10751	kWh
<a href="#">A6</a>	Off-Peak Winter	0.06336	0.02530	0.08866	0.09001	kWh
<a href="#">A6</a>	Off-Peak Summer	0.05551	0.02530	0.08081	0.08204	kWh
<a href="#">AG1A</a>	Connected Load Summer	1.45780	0.00000	1.45780	1.48000	kW
<a href="#">AG1A</a>	Summer	0.08146	0.02517	0.10663	0.10825	kWh
<a href="#">AG1A</a>	Winter	0.06035	0.02517	0.08552	0.08682	kWh
<a href="#">AG1B</a>	Max Demand Summer	2.20640	0.00000	2.20640	2.24000	kW
<a href="#">AG1B</a>	Summer	0.08497	0.02517	0.11014	0.11182	kWh
<a href="#">AG1B</a>	Winter	0.06069	0.02517	0.08586	0.08717	kWh
<a href="#">AG4A</a>	Connected Load Summer	1.47750	0.00000	1.47750	1.50000	kW



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">AG4A</a>	Peak Summer	0.14894	0.02517	0.17411	0.17676	kWh
<a href="#">AG4A</a>	Part-Peak Winter	0.05449	0.02517	0.07966	0.08087	kWh
<a href="#">AG4A</a>	Off-Peak Summer	0.05000	0.02517	0.07517	0.07631	kWh
<a href="#">AG4A</a>	Off-Peak Winter	0.04270	0.02517	0.06787	0.06890	kWh
<a href="#">AG4B</a>	Max Peak Demand Summer	2.76785	0.00000	2.76785	2.81000	kW
<a href="#">AG4B</a>	Max Demand Summer	2.61025	0.00000	2.61025	2.65000	kW
<a href="#">AG4B</a>	Peak Summer	0.10760	0.02517	0.13277	0.13479	kWh
<a href="#">AG4B</a>	Off-Peak Summer	0.05189	0.02517	0.07706	0.07823	kWh
<a href="#">AG4B</a>	Part-Peak Winter	0.04998	0.02517	0.07515	0.07629	kWh
<a href="#">AG4B</a>	Off-Peak Winter	0.03877	0.02517	0.06394	0.06491	kWh
<a href="#">AG4C</a>	Max Peak Demand Summer	6.44190	0.00000	6.44190	6.54000	kW
<a href="#">AG4C</a>	Max Part-Peak Demand Summer	1.10320	0.00000	1.10320	1.12000	kW
<a href="#">AG4C</a>	Peak Summer	0.12840	0.02517	0.15357	0.15591	kWh
<a href="#">AG4C</a>	Part-Peak Summer	0.06177	0.02517	0.08694	0.08826	kWh
<a href="#">AG4C</a>	Part-Peak Winter	0.04443	0.02517	0.06960	0.07066	kWh
<a href="#">AG4C</a>	Off-Peak Summer	0.03755	0.02517	0.06272	0.06368	kWh
<a href="#">AG4C</a>	Off-Peak Winter	0.03403	0.02517	0.05920	0.06010	kWh
<a href="#">AG5A</a>	Connected Load Summer	4.01880	0.00000	4.01880	4.08000	kW
<a href="#">AG5A</a>	Peak Summer	0.13638	0.02517	0.16155	0.16401	kWh
<a href="#">AG5A</a>	Part-Peak Winter	0.05848	0.02517	0.08365	0.08492	kWh
<a href="#">AG5A</a>	Off-Peak Summer	0.05470	0.02517	0.07987	0.08109	kWh
<a href="#">AG5A</a>	Off-Peak Winter	0.04617	0.02517	0.07134	0.07243	kWh
<a href="#">AG5B</a>	Max Peak Demand Summer	6.12670	0.00000	6.12670	6.22000	kW
<a href="#">AG5B</a>	Max Demand Summer	4.89545	0.00000	4.89545	4.97000	kW
<a href="#">AG5B</a>	Peak Summer	0.13458	0.02517	0.15975	0.16218	kWh
<a href="#">AG5B</a>	Part-Peak Winter	0.05064	0.02517	0.07581	0.07696	kWh





Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">AG5B</a>	Off-Peak Summer	0.02853	0.02517	0.05370	0.05452	kWh
<a href="#">AG5B</a>	Off-Peak Winter	0.01940	0.02517	0.04457	0.04525	kWh
<a href="#">AG5C</a>	Max Peak Demand Summer	11.35705	0.00000	11.35705	11.53000	kW
<a href="#">AG5C</a>	Max Part-Peak Demand Summer	2.13745	0.00000	2.13745	2.17000	kW
<a href="#">AG5C</a>	Peak Summer	0.10720	0.02517	0.13237	0.13439	kWh
<a href="#">AG5C</a>	Part-Peak Summer	0.05126	0.02517	0.07643	0.07759	kWh
<a href="#">AG5C</a>	Part-Peak Winter	0.03668	0.02517	0.06185	0.06279	kWh
<a href="#">AG5C</a>	Off-Peak Summer	0.03044	0.02517	0.05561	0.05646	kWh
<a href="#">AG5C</a>	Off-Peak Winter	0.02721	0.02517	0.05238	0.05318	kWh
<a href="#">AGRA</a>	Connected Load Summer	1.43810	0.00000	1.43810	1.46000	kW
<a href="#">AGRA</a>	Peak Summer	0.26890	0.02517	0.29407	0.29855	kWh
<a href="#">AGRA</a>	Part-Peak Winter	0.05673	0.02517	0.08190	0.08315	kWh
<a href="#">AGRA</a>	Off-Peak Summer	0.04889	0.02517	0.07406	0.07519	kWh
<a href="#">AGRA</a>	Off-Peak Winter	0.04455	0.02517	0.06972	0.07078	kWh
<a href="#">AGRB</a>	Max Peak Demand Summer	2.41325	0.00000	2.41325	2.45000	kW
<a href="#">AGRB</a>	Max Demand Summer	2.14730	0.00000	2.14730	2.18000	kW
<a href="#">AGRB</a>	Peak Summer	0.24128	0.02517	0.26645	0.27051	kWh
<a href="#">AGRB</a>	Off-Peak Summer	0.04859	0.02517	0.07376	0.07488	kWh
<a href="#">AGRB</a>	Part-Peak Winter	0.04250	0.02517	0.06767	0.06870	kWh
<a href="#">AGRB</a>	Off-Peak Winter	0.03246	0.02517	0.05763	0.05851	kWh
<a href="#">AGVA</a>	Connected Load Summer	1.50705	0.00000	1.50705	1.53000	kW
<a href="#">AGVA</a>	Peak Summer	0.23212	0.02517	0.25729	0.26121	kWh
<a href="#">AGVA</a>	Part-Peak Winter	0.05506	0.02517	0.08023	0.08145	kWh
<a href="#">AGVA</a>	Off-Peak Summer	0.04590	0.02517	0.07107	0.07215	kWh
<a href="#">AGVA</a>	Off-Peak Winter	0.04312	0.02517	0.06829	0.06933	kWh
<a href="#">AGVB</a>	Max Peak Demand Summer	2.55115	0.00000	2.55115	2.59000	kW



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">AGVB</a>	Max Demand Summer	1.98970	0.00000	1.98970	2.02000	kW
<a href="#">AGVB</a>	Peak Summer	0.21568	0.02517	0.24085	0.24452	kWh
<a href="#">AGVB</a>	Off-Peak Summer	0.04733	0.02517	0.07250	0.07360	kWh
<a href="#">AGVB</a>	Part-Peak Winter	0.04345	0.02517	0.06862	0.06966	kWh
<a href="#">AGVB</a>	Off-Peak Winter	0.03326	0.02517	0.05843	0.05932	kWh
<a href="#">E1</a>	Flat	0.07622	0.03404	0.11026	0.11194	kWh
<a href="#">E19P</a>	Max Peak Demand Summer	12.45040	0.00000	12.45040	12.64000	kW
<a href="#">E19P</a>	Max Part-Peak Demand Summer	3.03380	0.00000	3.03380	3.08000	kW
<a href="#">E19P</a>	Peak Summer	0.10667	0.02167	0.12834	0.13029	kWh
<a href="#">E19P</a>	Part-Peak Summer	0.06435	0.02167	0.08602	0.08733	kWh
<a href="#">E19P</a>	Part-Peak Winter	0.05863	0.02167	0.08030	0.08152	kWh
<a href="#">E19P</a>	Off-Peak Winter	0.04386	0.02167	0.06553	0.06653	kWh
<a href="#">E19P</a>	Off-Peak Summer	0.03713	0.02167	0.05880	0.05970	kWh
<a href="#">E19PR</a>	Peak Summer	0.25809	0.02167	0.27976	0.28402	kWh
<a href="#">E19PR</a>	Part-Peak Summer	0.09903	0.02167	0.12070	0.12254	kWh
<a href="#">E19PR</a>	Part-Peak Winter	0.05863	0.02167	0.08030	0.08152	kWh
<a href="#">E19PR</a>	Off-Peak Winter	0.04386	0.02167	0.06553	0.06653	kWh
<a href="#">E19PR</a>	Off-Peak Summer	0.03713	0.02167	0.05880	0.05970	kWh
<a href="#">E19S</a>	Max Peak Demand Summer	13.98700	0.00000	13.98700	14.20000	kW
<a href="#">E19S</a>	Max Part-Peak Demand Summer	3.45735	0.00000	3.45735	3.51000	kW
<a href="#">E19S</a>	Peak Summer	0.11726	0.02167	0.13893	0.14105	kWh
<a href="#">E19S</a>	Part-Peak Summer	0.07243	0.02167	0.09410	0.09553	kWh
<a href="#">E19S</a>	Part-Peak Winter	0.06629	0.02167	0.08796	0.08930	kWh
<a href="#">E19S</a>	Off-Peak Winter	0.05011	0.02167	0.07178	0.07287	kWh
<a href="#">E19S</a>	Off-Peak Summer	0.04274	0.02167	0.06441	0.06539	kWh
<a href="#">E19SR</a>	Peak Summer	0.27201	0.02167	0.29368	0.29815	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">E19SR</a>	Part-Peak Summer	0.10844	0.02167	0.13011	0.13209	kWh
<a href="#">E19SR</a>	Part-Peak Winter	0.06629	0.02167	0.08796	0.08930	kWh
<a href="#">E19SR</a>	Off-Peak Winter	0.05011	0.02167	0.07178	0.07287	kWh
<a href="#">E19SR</a>	Off-Peak Summer	0.04274	0.02167	0.06441	0.06539	kWh
<a href="#">E19T</a>	Max Peak Demand Summer	13.68165	0.00000	13.68165	13.89000	kW
<a href="#">E19T</a>	Max Part-Peak Demand Summer	3.42780	0.00000	3.42780	3.48000	kW
<a href="#">E19T</a>	Peak Summer	0.06685	0.02167	0.08852	0.08987	kWh
<a href="#">E19T</a>	Part-Peak Winter	0.05515	0.02167	0.07682	0.07799	kWh
<a href="#">E19T</a>	Part-Peak Summer	0.05296	0.02167	0.07463	0.07577	kWh
<a href="#">E19T</a>	Off-Peak Winter	0.04104	0.02167	0.06271	0.06366	kWh
<a href="#">E19T</a>	Off-Peak Summer	0.03458	0.02167	0.05625	0.05711	kWh
<a href="#">E19TR</a>	Peak Summer	0.24778	0.02167	0.26945	0.27355	kWh
<a href="#">E19TR</a>	Part-Peak Summer	0.09564	0.02167	0.11731	0.11910	kWh
<a href="#">E19TR</a>	Part-Peak Winter	0.05515	0.02167	0.07682	0.07799	kWh
<a href="#">E19TR</a>	Off-Peak Winter	0.04104	0.02167	0.06271	0.06366	kWh
<a href="#">E19TR</a>	Off-Peak Summer	0.03458	0.02167	0.05625	0.05711	kWh
<a href="#">E20P</a>	Max Peak Demand Summer	14.86365	0.00000	14.86365	15.09000	kW
<a href="#">E20P</a>	Max Part-Peak Demand Summer	3.51645	0.00000	3.51645	3.57000	kW
<a href="#">E20P</a>	Peak Summer	0.11251	0.01946	0.13197	0.13398	kWh
<a href="#">E20P</a>	Part-Peak Summer	0.06758	0.01946	0.08704	0.08837	kWh
<a href="#">E20P</a>	Part-Peak Winter	0.06166	0.01946	0.08112	0.08236	kWh
<a href="#">E20P</a>	Off-Peak Winter	0.04674	0.01946	0.06620	0.06721	kWh
<a href="#">E20P</a>	Off-Peak Summer	0.03996	0.01946	0.05942	0.06032	kWh
<a href="#">E20PR</a>	Peak Summer	0.26550	0.01946	0.28496	0.28930	kWh
<a href="#">E20PR</a>	Part-Peak Summer	0.10123	0.01946	0.12069	0.12253	kWh
<a href="#">E20PR</a>	Part-Peak Winter	0.06166	0.01946	0.08112	0.08236	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">E20PR</a>	Off-Peak Winter	0.04674	0.01946	0.06620	0.06721	kWh
<a href="#">E20PR</a>	Off-Peak Summer	0.03996	0.01946	0.05942	0.06032	kWh
<a href="#">E20S</a>	Max Peak Demand Summer	13.56345	0.00000	13.56345	13.77000	kW
<a href="#">E20S</a>	Max Part-Peak Demand Summer	3.34900	0.00000	3.34900	3.40000	kW
<a href="#">E20S</a>	Peak Summer	0.10844	0.02085	0.12929	0.13126	kWh
<a href="#">E20S</a>	Part-Peak Summer	0.06762	0.02085	0.08847	0.08982	kWh
<a href="#">E20S</a>	Part-Peak Winter	0.06168	0.02085	0.08253	0.08379	kWh
<a href="#">E20S</a>	Off-Peak Winter	0.04650	0.02085	0.06735	0.06838	kWh
<a href="#">E20S</a>	Off-Peak Summer	0.03959	0.02085	0.06044	0.06136	kWh
<a href="#">E20SR</a>	Peak Summer	0.24731	0.02085	0.26816	0.27224	kWh
<a href="#">E20SR</a>	Part-Peak Summer	0.10119	0.02085	0.12204	0.12390	kWh
<a href="#">E20SR</a>	Part-Peak Winter	0.06168	0.02085	0.08253	0.08379	kWh
<a href="#">E20SR</a>	Off-Peak Winter	0.04650	0.02085	0.06735	0.06838	kWh
<a href="#">E20SR</a>	Off-Peak Summer	0.03959	0.02085	0.06044	0.06136	kWh
<a href="#">E20T</a>	Max Peak Demand Summer	17.71030	0.00000	17.71030	17.98000	kW
<a href="#">E20T</a>	Max Part-Peak Demand Summer	4.21580	0.00000	4.21580	4.28000	kW
<a href="#">E20T</a>	Peak Summer	0.06903	0.01788	0.08691	0.08823	kWh
<a href="#">E20T</a>	Part-Peak Winter	0.05754	0.01788	0.07542	0.07657	kWh
<a href="#">E20T</a>	Part-Peak Summer	0.05539	0.01788	0.07327	0.07439	kWh
<a href="#">E20T</a>	Off-Peak Winter	0.04368	0.01788	0.06156	0.06250	kWh
<a href="#">E20T</a>	Off-Peak Summer	0.03735	0.01788	0.05523	0.05607	kWh
<a href="#">E20TR</a>	Peak Summer	0.26024	0.01788	0.27812	0.28236	kWh
<a href="#">E20TR</a>	Part-Peak Summer	0.09589	0.01788	0.11377	0.11550	kWh
<a href="#">E20TR</a>	Part-Peak Winter	0.05754	0.01788	0.07542	0.07657	kWh
<a href="#">E20TR</a>	Off-Peak Winter	0.04368	0.01788	0.06156	0.06250	kWh
<a href="#">E20TR</a>	Off-Peak Summer	0.03735	0.01788	0.05523	0.05607	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">E37</a>	Max Peak Demand Summer	6.12670	0.00000	6.12670	6.22000	kW
<a href="#">E37</a>	Max Demand Summer	4.89545	0.00000	4.89545	4.97000	kW
<a href="#">E37</a>	Peak Summer	0.13458	0.02517	0.15975	0.16218	kWh
<a href="#">E37</a>	Part-Peak Winter	0.05064	0.02517	0.07581	0.07696	kWh
<a href="#">E37</a>	Off-Peak Summer	0.02853	0.02517	0.05370	0.05452	kWh
<a href="#">E37</a>	Off-Peak Winter	0.01940	0.02517	0.04457	0.04525	kWh
<a href="#">E6</a>	Peak Summer	0.20913	0.03404	0.24317	0.24687	kWh
<a href="#">E6</a>	Part-Peak Summer	0.09370	0.03404	0.12774	0.12969	kWh
<a href="#">E6</a>	Part-Peak Winter	0.07274	0.03404	0.10678	0.10841	kWh
<a href="#">E6</a>	Off-Peak Winter	0.05979	0.03404	0.09383	0.09526	kWh
<a href="#">E6</a>	Off-Peak Summer	0.04658	0.03404	0.08062	0.08185	kWh
<a href="#">ETOUA</a>	Peak Summer	0.15769	0.03404	0.19173	0.19465	kWh
<a href="#">ETOUA</a>	Off-Peak Summer	0.08324	0.03404	0.11728	0.11907	kWh
<a href="#">ETOUA</a>	Peak Winter	0.07165	0.03404	0.10569	0.10730	kWh
<a href="#">ETOUA</a>	Off-Peak Winter	0.05757	0.03404	0.09161	0.09301	kWh
<a href="#">ETOUB</a>	Peak Summer	0.17923	0.03404	0.21327	0.21652	kWh
<a href="#">ETOUB</a>	Off-Peak Summer	0.07772	0.03404	0.11176	0.11346	kWh
<a href="#">ETOUB</a>	Peak Winter	0.07399	0.03404	0.10803	0.10968	kWh
<a href="#">ETOUB</a>	Off-Peak Winter	0.05548	0.03404	0.08952	0.09088	kWh
<a href="#">ETOUC3</a>	Peak Summer	0.13399	0.03404	0.16803	0.17059	kWh
<a href="#">ETOUC3</a>	Peak Winter	0.07838	0.03404	0.11242	0.11413	kWh
<a href="#">ETOUC3</a>	Off-Peak Summer	0.07150	0.03404	0.10554	0.10715	kWh
<a href="#">ETOUC3</a>	Off-Peak Winter	0.06131	0.03404	0.09535	0.09680	kWh
<a href="#">ETOUP1</a>	Peak Summer	0.16327	0.03404	0.19731	0.20031	kWh
<a href="#">ETOUP1</a>	Off-Peak Summer	0.06175	0.03404	0.09579	0.09725	kWh
<a href="#">ETOUP1</a>	Peak Winter	0.05804	0.03404	0.09208	0.09348	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">ETOUP1</a>	Off-Peak Winter	0.03952	0.03404	0.07356	0.07468	kWh
<a href="#">ETOUP2</a>	Peak Summer	0.17962	0.03404	0.21366	0.21691	kWh
<a href="#">ETOUP2</a>	Part-Peak Summer	0.11964	0.03404	0.15368	0.15602	kWh
<a href="#">ETOUP2</a>	Peak Winter	0.05713	0.03404	0.09117	0.09256	kWh
<a href="#">ETOUP2</a>	Off-Peak Summer	0.04830	0.03404	0.08234	0.08359	kWh
<a href="#">ETOUP2</a>	Off-Peak Winter	0.03740	0.03404	0.07144	0.07253	kWh
<a href="#">ETOUP3</a>	Peak Summer	0.16355	0.03404	0.19759	0.20060	kWh
<a href="#">ETOUP3</a>	Peak Winter	0.06250	0.03404	0.09654	0.09801	kWh
<a href="#">ETOUP3</a>	Off-Peak Summer	0.06204	0.03404	0.09608	0.09754	kWh
<a href="#">ETOUP3</a>	Peak Spring	0.05021	0.03404	0.08425	0.08553	kWh
<a href="#">ETOUP3</a>	Off-Peak Winter	0.04383	0.03404	0.07787	0.07906	kWh
<a href="#">ETOUP3</a>	Off-Peak Spring	0.03806	0.03404	0.07210	0.07320	kWh
<a href="#">ETOUP3</a>	Super-Off-Peak Spring	0.01202	0.03404	0.04606	0.04676	kWh
<a href="#">EVA</a>	Peak Summer	0.21834	0.03404	0.25238	0.25622	kWh
<a href="#">EVA</a>	Part-Peak Summer	0.08759	0.03404	0.12163	0.12348	kWh
<a href="#">EVA</a>	Peak Winter	0.06027	0.03404	0.09431	0.09575	kWh
<a href="#">EVA</a>	Off-Peak Winter	0.02927	0.03404	0.06331	0.06427	kWh
<a href="#">EVA</a>	Off-Peak Summer	0.02708	0.03404	0.06112	0.06205	kWh
<a href="#">EVA</a>	Part-Peak Winter	0.02488	0.03404	0.05892	0.05982	kWh
<a href="#">EVB</a>	Peak Summer	0.21834	0.03404	0.25238	0.25622	kWh
<a href="#">EVB</a>	Part-Peak Summer	0.08759	0.03404	0.12163	0.12348	kWh
<a href="#">EVB</a>	Peak Winter	0.06027	0.03404	0.09431	0.09575	kWh
<a href="#">EVB</a>	Off-Peak Winter	0.02927	0.03404	0.06331	0.06427	kWh
<a href="#">EVB</a>	Off-Peak Summer	0.02708	0.03404	0.06112	0.06205	kWh
<a href="#">EVB</a>	Part-Peak Winter	0.02488	0.03404	0.05892	0.05982	kWh
<a href="#">LS</a>	Flat	0.08218	0.00652	0.08870	0.09005	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">STOUP</a>	Reservation Charge	0.43079	0.01246	0.44325	0.45000	kWh
<a href="#">STOUP</a>	Peak Summer	0.10082	0.01246	0.11328	0.11500	kWh
<a href="#">STOUP</a>	Part-Peak Winter	0.08571	0.01246	0.09817	0.09966	kWh
<a href="#">STOUP</a>	Part-Peak Summer	0.08285	0.01246	0.09531	0.09676	kWh
<a href="#">STOUP</a>	Off-Peak Winter	0.06749	0.01246	0.07995	0.08117	kWh
<a href="#">STOUP</a>	Off-Peak Summer	0.05933	0.01246	0.07179	0.07288	kWh
<a href="#">STOUS</a>	Reservation Charge	0.43079	0.01246	0.44325	0.45000	kWh
<a href="#">STOUS</a>	Peak Summer	0.10082	0.01246	0.11328	0.11500	kWh
<a href="#">STOUS</a>	Part-Peak Winter	0.08571	0.01246	0.09817	0.09966	kWh
<a href="#">STOUS</a>	Part-Peak Summer	0.08285	0.01246	0.09531	0.09676	kWh
<a href="#">STOUS</a>	Off-Peak Winter	0.06749	0.01246	0.07995	0.08117	kWh
<a href="#">STOUS</a>	Off-Peak Summer	0.05933	0.01246	0.07179	0.07288	kWh
<a href="#">STOUT</a>	Reservation Charge	0.35199	0.01246	0.36445	0.37000	kWh
<a href="#">STOUT</a>	Peak Summer	0.08195	0.01246	0.09441	0.09585	kWh
<a href="#">STOUT</a>	Part-Peak Winter	0.06947	0.01246	0.08193	0.08318	kWh
<a href="#">STOUT</a>	Part-Peak Summer	0.06715	0.01246	0.07961	0.08082	kWh
<a href="#">STOUT</a>	Off-Peak Winter	0.05441	0.01246	0.06687	0.06789	kWh
<a href="#">STOUT</a>	Off-Peak Summer	0.04754	0.01246	0.06000	0.06091	kWh
<a href="#">TC1</a>	Flat	0.07304	0.02530	0.09834	0.09984	kWh



## Brilliant 100

Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">A1</a>	Summer	0.10332	0.02530	0.12862	0.12862	kWh
<a href="#">A1</a>	Winter	0.06319	0.02530	0.08849	0.08849	kWh
<a href="#">A10P</a>	Max Demand Summer	4.78000	0.00000	4.78000	4.78000	kW
<a href="#">A10P</a>	Summer	0.08222	0.02569	0.10791	0.10791	kWh
<a href="#">A10P</a>	Winter	0.05847	0.02569	0.08416	0.08416	kWh
<a href="#">A10PX</a>	Max Demand Summer	4.78000	0.00000	4.78000	4.78000	kW
<a href="#">A10PX</a>	Peak Summer	0.13396	0.02569	0.15965	0.15965	kWh
<a href="#">A10PX</a>	Part-Peak Summer	0.08340	0.02569	0.10909	0.10909	kWh
<a href="#">A10PX</a>	Part-Peak Winter	0.06970	0.02569	0.09539	0.09539	kWh
<a href="#">A10PX</a>	Off-Peak Summer	0.05678	0.02569	0.08247	0.08247	kWh
<a href="#">A10PX</a>	Off-Peak Winter	0.05382	0.02569	0.07951	0.07951	kWh
<a href="#">A10S</a>	Max Demand Summer	5.48000	0.00000	5.48000	5.48000	kW
<a href="#">A10S</a>	Summer	0.09186	0.02569	0.11755	0.11755	kWh
<a href="#">A10S</a>	Winter	0.06455	0.02569	0.09024	0.09024	kWh
<a href="#">A10SX</a>	Max Demand Summer	5.48000	0.00000	5.48000	5.48000	kW
<a href="#">A10SX</a>	Peak Summer	0.14558	0.02569	0.17127	0.17127	kWh
<a href="#">A10SX</a>	Part-Peak Summer	0.09045	0.02569	0.11614	0.11614	kWh
<a href="#">A10SX</a>	Part-Peak Winter	0.07451	0.02569	0.10020	0.10020	kWh
<a href="#">A10SX</a>	Off-Peak Summer	0.06239	0.02569	0.08808	0.08808	kWh
<a href="#">A10SX</a>	Off-Peak Winter	0.05745	0.02569	0.08314	0.08314	kWh
<a href="#">A10T</a>	Max Demand Summer	3.78000	0.00000	3.78000	3.78000	kW
<a href="#">A10T</a>	Summer	0.07295	0.02569	0.09864	0.09864	kWh
<a href="#">A10T</a>	Winter	0.05218	0.02569	0.07787	0.07787	kWh
<a href="#">A10TX</a>	Max Demand Summer	3.78000	0.00000	3.78000	3.78000	kW
<a href="#">A10TX</a>	Peak Summer	0.12024	0.02569	0.14593	0.14593	kWh
<a href="#">A10TX</a>	Part-Peak Summer	0.07336	0.02569	0.09905	0.09905	kWh
<a href="#">A10TX</a>	Part-Peak Winter	0.06157	0.02569	0.08726	0.08726	kWh
<a href="#">A10TX</a>	Off-Peak Summer	0.04806	0.02569	0.07375	0.07375	kWh
<a href="#">A10TX</a>	Off-Peak Winter	0.04700	0.02569	0.07269	0.07269	kWh
<a href="#">A15</a>	Summer	0.10332	0.02530	0.12862	0.12862	kWh
<a href="#">A15</a>	Winter	0.06319	0.02530	0.08849	0.08849	kWh
<a href="#">A1X</a>	Peak Summer	0.11731	0.02530	0.14261	0.14261	kWh
<a href="#">A1X</a>	Part-Peak Summer	0.09366	0.02530	0.11896	0.11896	kWh
<a href="#">A1X</a>	Part-Peak Winter	0.09347	0.02530	0.11877	0.11877	kWh
<a href="#">A1X</a>	Off-Peak Winter	0.07255	0.02530	0.09785	0.09785	kWh
<a href="#">A1X</a>	Off-Peak Summer	0.06630	0.02530	0.09160	0.09160	kWh





Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">A6</a>	Peak Summer	0.35462	0.02530	0.37992	0.37992	kWh
<a href="#">A6</a>	Part-Peak Summer	0.11504	0.02530	0.14034	0.14034	kWh
<a href="#">A6</a>	Part-Peak Winter	0.08221	0.02530	0.10751	0.10751	kWh
<a href="#">A6</a>	Off-Peak Winter	0.06471	0.02530	0.09001	0.09001	kWh
<a href="#">A6</a>	Off-Peak Summer	0.05674	0.02530	0.08204	0.08204	kWh
<a href="#">AG1A</a>	Connected Load Summer	1.48000	0.00000	1.48000	1.48000	kW
<a href="#">AG1A</a>	Summer	0.08308	0.02517	0.10825	0.10825	kWh
<a href="#">AG1A</a>	Winter	0.06165	0.02517	0.08682	0.08682	kWh
<a href="#">AG1B</a>	Max Demand Summer	2.24000	0.00000	2.24000	2.24000	kW
<a href="#">AG1B</a>	Summer	0.08665	0.02517	0.11182	0.11182	kWh
<a href="#">AG1B</a>	Winter	0.06200	0.02517	0.08717	0.08717	kWh
<a href="#">AG4A</a>	Connected Load Summer	1.50000	0.00000	1.50000	1.50000	kW
<a href="#">AG4A</a>	Peak Summer	0.15159	0.02517	0.17676	0.17676	kWh
<a href="#">AG4A</a>	Part-Peak Winter	0.05570	0.02517	0.08087	0.08087	kWh
<a href="#">AG4A</a>	Off-Peak Summer	0.05114	0.02517	0.07631	0.07631	kWh
<a href="#">AG4A</a>	Off-Peak Winter	0.04373	0.02517	0.06890	0.06890	kWh
<a href="#">AG4B</a>	Max Peak Demand Summer	2.81000	0.00000	2.81000	2.81000	kW
<a href="#">AG4B</a>	Max Demand Summer	2.65000	0.00000	2.65000	2.65000	kW
<a href="#">AG4B</a>	Peak Summer	0.10962	0.02517	0.13479	0.13479	kWh
<a href="#">AG4B</a>	Off-Peak Summer	0.05306	0.02517	0.07823	0.07823	kWh
<a href="#">AG4B</a>	Part-Peak Winter	0.05112	0.02517	0.07629	0.07629	kWh
<a href="#">AG4B</a>	Off-Peak Winter	0.03974	0.02517	0.06491	0.06491	kWh
<a href="#">AG4C</a>	Max Peak Demand Summer	6.54000	0.00000	6.54000	6.54000	kW
<a href="#">AG4C</a>	Max Part-Peak Demand Summer	1.12000	0.00000	1.12000	1.12000	kW
<a href="#">AG4C</a>	Peak Summer	0.13074	0.02517	0.15591	0.15591	kWh
<a href="#">AG4C</a>	Part-Peak Summer	0.06309	0.02517	0.08826	0.08826	kWh
<a href="#">AG4C</a>	Part-Peak Winter	0.04549	0.02517	0.07066	0.07066	kWh
<a href="#">AG4C</a>	Off-Peak Summer	0.03851	0.02517	0.06368	0.06368	kWh
<a href="#">AG4C</a>	Off-Peak Winter	0.03493	0.02517	0.06010	0.06010	kWh
<a href="#">AG5A</a>	Connected Load Summer	4.08000	0.00000	4.08000	4.08000	kW
<a href="#">AG5A</a>	Peak Summer	0.13884	0.02517	0.16401	0.16401	kWh
<a href="#">AG5A</a>	Part-Peak Winter	0.05975	0.02517	0.08492	0.08492	kWh
<a href="#">AG5A</a>	Off-Peak Summer	0.05592	0.02517	0.08109	0.08109	kWh
<a href="#">AG5A</a>	Off-Peak Winter	0.04726	0.02517	0.07243	0.07243	kWh
<a href="#">AG5B</a>	Max Peak Demand Summer	6.22000	0.00000	6.22000	6.22000	kW
<a href="#">AG5B</a>	Max Demand Summer	4.97000	0.00000	4.97000	4.97000	kW
<a href="#">AG5B</a>	Peak Summer	0.13701	0.02517	0.16218	0.16218	kWh
<a href="#">AG5B</a>	Part-Peak Winter	0.05179	0.02517	0.07696	0.07696	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">AG5B</a>	Off-Peak Summer	0.02935	0.02517	0.05452	0.05452	kWh
<a href="#">AG5B</a>	Off-Peak Winter	0.02008	0.02517	0.04525	0.04525	kWh
<a href="#">AG5C</a>	Max Peak Demand Summer	11.53000	0.00000	11.53000	11.53000	kW
<a href="#">AG5C</a>	Max Part-Peak Demand Summer	2.17000	0.00000	2.17000	2.17000	kW
<a href="#">AG5C</a>	Peak Summer	0.10922	0.02517	0.13439	0.13439	kWh
<a href="#">AG5C</a>	Part-Peak Summer	0.05242	0.02517	0.07759	0.07759	kWh
<a href="#">AG5C</a>	Part-Peak Winter	0.03762	0.02517	0.06279	0.06279	kWh
<a href="#">AG5C</a>	Off-Peak Summer	0.03129	0.02517	0.05646	0.05646	kWh
<a href="#">AG5C</a>	Off-Peak Winter	0.02801	0.02517	0.05318	0.05318	kWh
<a href="#">AGRA</a>	Connected Load Summer	1.46000	0.00000	1.46000	1.46000	kW
<a href="#">AGRA</a>	Peak Summer	0.27338	0.02517	0.29855	0.29855	kWh
<a href="#">AGRA</a>	Part-Peak Winter	0.05798	0.02517	0.08315	0.08315	kWh
<a href="#">AGRA</a>	Off-Peak Summer	0.05002	0.02517	0.07519	0.07519	kWh
<a href="#">AGRA</a>	Off-Peak Winter	0.04561	0.02517	0.07078	0.07078	kWh
<a href="#">AGRB</a>	Max Peak Demand Summer	2.45000	0.00000	2.45000	2.45000	kW
<a href="#">AGRB</a>	Max Demand Summer	2.18000	0.00000	2.18000	2.18000	kW
<a href="#">AGRB</a>	Peak Summer	0.24534	0.02517	0.27051	0.27051	kWh
<a href="#">AGRB</a>	Off-Peak Summer	0.04971	0.02517	0.07488	0.07488	kWh
<a href="#">AGRB</a>	Part-Peak Winter	0.04353	0.02517	0.06870	0.06870	kWh
<a href="#">AGRB</a>	Off-Peak Winter	0.03334	0.02517	0.05851	0.05851	kWh
<a href="#">AGVA</a>	Connected Load Summer	1.53000	0.00000	1.53000	1.53000	kW
<a href="#">AGVA</a>	Peak Summer	0.23604	0.02517	0.26121	0.26121	kWh
<a href="#">AGVA</a>	Part-Peak Winter	0.05628	0.02517	0.08145	0.08145	kWh
<a href="#">AGVA</a>	Off-Peak Summer	0.04698	0.02517	0.07215	0.07215	kWh
<a href="#">AGVA</a>	Off-Peak Winter	0.04416	0.02517	0.06933	0.06933	kWh
<a href="#">AGVB</a>	Max Peak Demand Summer	2.59000	0.00000	2.59000	2.59000	kW
<a href="#">AGVB</a>	Max Demand Summer	2.02000	0.00000	2.02000	2.02000	kW
<a href="#">AGVB</a>	Peak Summer	0.21935	0.02517	0.24452	0.24452	kWh
<a href="#">AGVB</a>	Off-Peak Summer	0.04843	0.02517	0.07360	0.07360	kWh
<a href="#">AGVB</a>	Part-Peak Winter	0.04449	0.02517	0.06966	0.06966	kWh
<a href="#">AGVB</a>	Off-Peak Winter	0.03415	0.02517	0.05932	0.05932	kWh
<a href="#">E1</a>	Flat	0.07790	0.03404	0.11194	0.11194	kWh
<a href="#">E19P</a>	Max Peak Demand Summer	12.64000	0.00000	12.64000	12.64000	kW
<a href="#">E19P</a>	Max Part-Peak Demand Summer	3.08000	0.00000	3.08000	3.08000	kW
<a href="#">E19P</a>	Peak Summer	0.10862	0.02167	0.13029	0.13029	kWh
<a href="#">E19P</a>	Part-Peak Summer	0.06566	0.02167	0.08733	0.08733	kWh
<a href="#">E19P</a>	Part-Peak Winter	0.05985	0.02167	0.08152	0.08152	kWh
<a href="#">E19P</a>	Off-Peak Winter	0.04486	0.02167	0.06653	0.06653	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">E19P</a>	Off-Peak Summer	0.03803	0.02167	0.05970	0.05970	kWh
<a href="#">E19PR</a>	Peak Summer	0.26235	0.02167	0.28402	0.28402	kWh
<a href="#">E19PR</a>	Part-Peak Summer	0.10087	0.02167	0.12254	0.12254	kWh
<a href="#">E19PR</a>	Part-Peak Winter	0.05985	0.02167	0.08152	0.08152	kWh
<a href="#">E19PR</a>	Off-Peak Winter	0.04486	0.02167	0.06653	0.06653	kWh
<a href="#">E19PR</a>	Off-Peak Summer	0.03803	0.02167	0.05970	0.05970	kWh
<a href="#">E19S</a>	Max Peak Demand Summer	14.20000	0.00000	14.20000	14.20000	kW
<a href="#">E19S</a>	Max Part-Peak Demand Summer	3.51000	0.00000	3.51000	3.51000	kW
<a href="#">E19S</a>	Peak Summer	0.11938	0.02167	0.14105	0.14105	kWh
<a href="#">E19S</a>	Part-Peak Summer	0.07386	0.02167	0.09553	0.09553	kWh
<a href="#">E19S</a>	Part-Peak Winter	0.06763	0.02167	0.08930	0.08930	kWh
<a href="#">E19S</a>	Off-Peak Winter	0.05120	0.02167	0.07287	0.07287	kWh
<a href="#">E19S</a>	Off-Peak Summer	0.04372	0.02167	0.06539	0.06539	kWh
<a href="#">E19SR</a>	Peak Summer	0.27648	0.02167	0.29815	0.29815	kWh
<a href="#">E19SR</a>	Part-Peak Summer	0.11042	0.02167	0.13209	0.13209	kWh
<a href="#">E19SR</a>	Part-Peak Winter	0.06763	0.02167	0.08930	0.08930	kWh
<a href="#">E19SR</a>	Off-Peak Winter	0.05120	0.02167	0.07287	0.07287	kWh
<a href="#">E19SR</a>	Off-Peak Summer	0.04372	0.02167	0.06539	0.06539	kWh
<a href="#">E19T</a>	Max Peak Demand Summer	13.89000	0.00000	13.89000	13.89000	kW
<a href="#">E19T</a>	Max Part-Peak Demand Summer	3.48000	0.00000	3.48000	3.48000	kW
<a href="#">E19T</a>	Peak Summer	0.06820	0.02167	0.08987	0.08987	kWh
<a href="#">E19T</a>	Part-Peak Winter	0.05632	0.02167	0.07799	0.07799	kWh
<a href="#">E19T</a>	Part-Peak Summer	0.05410	0.02167	0.07577	0.07577	kWh
<a href="#">E19T</a>	Off-Peak Winter	0.04199	0.02167	0.06366	0.06366	kWh
<a href="#">E19T</a>	Off-Peak Summer	0.03544	0.02167	0.05711	0.05711	kWh
<a href="#">E19TR</a>	Peak Summer	0.25188	0.02167	0.27355	0.27355	kWh
<a href="#">E19TR</a>	Part-Peak Summer	0.09743	0.02167	0.11910	0.11910	kWh
<a href="#">E19TR</a>	Part-Peak Winter	0.05632	0.02167	0.07799	0.07799	kWh
<a href="#">E19TR</a>	Off-Peak Winter	0.04199	0.02167	0.06366	0.06366	kWh
<a href="#">E19TR</a>	Off-Peak Summer	0.03544	0.02167	0.05711	0.05711	kWh
<a href="#">E20P</a>	Max Peak Demand Summer	15.09000	0.00000	15.09000	15.09000	kW
<a href="#">E20P</a>	Max Part-Peak Demand Summer	3.57000	0.00000	3.57000	3.57000	kW
<a href="#">E20P</a>	Peak Summer	0.11452	0.01946	0.13398	0.13398	kWh
<a href="#">E20P</a>	Part-Peak Summer	0.06891	0.01946	0.08837	0.08837	kWh
<a href="#">E20P</a>	Part-Peak Winter	0.06290	0.01946	0.08236	0.08236	kWh
<a href="#">E20P</a>	Off-Peak Winter	0.04775	0.01946	0.06721	0.06721	kWh
<a href="#">E20P</a>	Off-Peak Summer	0.04086	0.01946	0.06032	0.06032	kWh
<a href="#">E20PR</a>	Peak Summer	0.26984	0.01946	0.28930	0.28930	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">E20PR</a>	Part-Peak Summer	0.10307	0.01946	0.12253	0.12253	kWh
<a href="#">E20PR</a>	Part-Peak Winter	0.06290	0.01946	0.08236	0.08236	kWh
<a href="#">E20PR</a>	Off-Peak Winter	0.04775	0.01946	0.06721	0.06721	kWh
<a href="#">E20PR</a>	Off-Peak Summer	0.04086	0.01946	0.06032	0.06032	kWh
<a href="#">E20S</a>	Max Peak Demand Summer	13.77000	0.00000	13.77000	13.77000	kW
<a href="#">E20S</a>	Max Part-Peak Demand Summer	3.40000	0.00000	3.40000	3.40000	kW
<a href="#">E20S</a>	Peak Summer	0.11041	0.02085	0.13126	0.13126	kWh
<a href="#">E20S</a>	Part-Peak Summer	0.06897	0.02085	0.08982	0.08982	kWh
<a href="#">E20S</a>	Part-Peak Winter	0.06294	0.02085	0.08379	0.08379	kWh
<a href="#">E20S</a>	Off-Peak Winter	0.04753	0.02085	0.06838	0.06838	kWh
<a href="#">E20S</a>	Off-Peak Summer	0.04051	0.02085	0.06136	0.06136	kWh
<a href="#">E20SR</a>	Peak Summer	0.25139	0.02085	0.27224	0.27224	kWh
<a href="#">E20SR</a>	Part-Peak Summer	0.10305	0.02085	0.12390	0.12390	kWh
<a href="#">E20SR</a>	Part-Peak Winter	0.06294	0.02085	0.08379	0.08379	kWh
<a href="#">E20SR</a>	Off-Peak Winter	0.04753	0.02085	0.06838	0.06838	kWh
<a href="#">E20SR</a>	Off-Peak Summer	0.04051	0.02085	0.06136	0.06136	kWh
<a href="#">E20T</a>	Max Peak Demand Summer	17.98000	0.00000	17.98000	17.98000	kW
<a href="#">E20T</a>	Max Part-Peak Demand Summer	4.28000	0.00000	4.28000	4.28000	kW
<a href="#">E20T</a>	Peak Summer	0.07035	0.01788	0.08823	0.08823	kWh
<a href="#">E20T</a>	Part-Peak Winter	0.05869	0.01788	0.07657	0.07657	kWh
<a href="#">E20T</a>	Part-Peak Summer	0.05651	0.01788	0.07439	0.07439	kWh
<a href="#">E20T</a>	Off-Peak Winter	0.04462	0.01788	0.06250	0.06250	kWh
<a href="#">E20T</a>	Off-Peak Summer	0.03819	0.01788	0.05607	0.05607	kWh
<a href="#">E20TR</a>	Peak Summer	0.26448	0.01788	0.28236	0.28236	kWh
<a href="#">E20TR</a>	Part-Peak Summer	0.09762	0.01788	0.11550	0.11550	kWh
<a href="#">E20TR</a>	Part-Peak Winter	0.05869	0.01788	0.07657	0.07657	kWh
<a href="#">E20TR</a>	Off-Peak Winter	0.04462	0.01788	0.06250	0.06250	kWh
<a href="#">E20TR</a>	Off-Peak Summer	0.03819	0.01788	0.05607	0.05607	kWh
<a href="#">E37</a>	Max Peak Demand Summer	6.22000	0.00000	6.22000	6.22000	kW
<a href="#">E37</a>	Max Demand Summer	4.97000	0.00000	4.97000	4.97000	kW
<a href="#">E37</a>	Peak Summer	0.13701	0.02517	0.16218	0.16218	kWh
<a href="#">E37</a>	Part-Peak Winter	0.05179	0.02517	0.07696	0.07696	kWh
<a href="#">E37</a>	Off-Peak Summer	0.02935	0.02517	0.05452	0.05452	kWh
<a href="#">E37</a>	Off-Peak Winter	0.02008	0.02517	0.04525	0.04525	kWh
<a href="#">E6</a>	Peak Summer	0.21283	0.03404	0.24687	0.24687	kWh
<a href="#">E6</a>	Part-Peak Summer	0.09565	0.03404	0.12969	0.12969	kWh
<a href="#">E6</a>	Part-Peak Winter	0.07437	0.03404	0.10841	0.10841	kWh
<a href="#">E6</a>	Off-Peak Winter	0.06122	0.03404	0.09526	0.09526	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">E6</a>	Off-Peak Summer	0.04781	0.03404	0.08185	0.08185	kWh
<a href="#">ETOUA</a>	Peak Summer	0.16061	0.03404	0.19465	0.19465	kWh
<a href="#">ETOUA</a>	Off-Peak Summer	0.08503	0.03404	0.11907	0.11907	kWh
<a href="#">ETOUA</a>	Peak Winter	0.07326	0.03404	0.10730	0.10730	kWh
<a href="#">ETOUA</a>	Off-Peak Winter	0.05897	0.03404	0.09301	0.09301	kWh
<a href="#">ETOUB</a>	Peak Summer	0.18248	0.03404	0.21652	0.21652	kWh
<a href="#">ETOUB</a>	Off-Peak Summer	0.07942	0.03404	0.11346	0.11346	kWh
<a href="#">ETOUB</a>	Peak Winter	0.07564	0.03404	0.10968	0.10968	kWh
<a href="#">ETOUB</a>	Off-Peak Winter	0.05684	0.03404	0.09088	0.09088	kWh
<a href="#">ETOUC3</a>	Peak Summer	0.13655	0.03404	0.17059	0.17059	kWh
<a href="#">ETOUC3</a>	Peak Winter	0.08009	0.03404	0.11413	0.11413	kWh
<a href="#">ETOUC3</a>	Off-Peak Summer	0.07311	0.03404	0.10715	0.10715	kWh
<a href="#">ETOUC3</a>	Off-Peak Winter	0.06276	0.03404	0.09680	0.09680	kWh
<a href="#">ETOUP1</a>	Peak Summer	0.16627	0.03404	0.20031	0.20031	kWh
<a href="#">ETOUP1</a>	Off-Peak Summer	0.06321	0.03404	0.09725	0.09725	kWh
<a href="#">ETOUP1</a>	Peak Winter	0.05944	0.03404	0.09348	0.09348	kWh
<a href="#">ETOUP1</a>	Off-Peak Winter	0.04064	0.03404	0.07468	0.07468	kWh
<a href="#">ETOUP2</a>	Peak Summer	0.18287	0.03404	0.21691	0.21691	kWh
<a href="#">ETOUP2</a>	Part-Peak Summer	0.12198	0.03404	0.15602	0.15602	kWh
<a href="#">ETOUP2</a>	Peak Winter	0.05852	0.03404	0.09256	0.09256	kWh
<a href="#">ETOUP2</a>	Off-Peak Summer	0.04955	0.03404	0.08359	0.08359	kWh
<a href="#">ETOUP2</a>	Off-Peak Winter	0.03849	0.03404	0.07253	0.07253	kWh
<a href="#">ETOUP3</a>	Peak Summer	0.16656	0.03404	0.20060	0.20060	kWh
<a href="#">ETOUP3</a>	Peak Winter	0.06397	0.03404	0.09801	0.09801	kWh
<a href="#">ETOUP3</a>	Off-Peak Summer	0.06350	0.03404	0.09754	0.09754	kWh
<a href="#">ETOUP3</a>	Peak Spring	0.05149	0.03404	0.08553	0.08553	kWh
<a href="#">ETOUP3</a>	Off-Peak Winter	0.04502	0.03404	0.07906	0.07906	kWh
<a href="#">ETOUP3</a>	Off-Peak Spring	0.03916	0.03404	0.07320	0.07320	kWh
<a href="#">ETOUP3</a>	Super-Off-Peak Spring	0.01272	0.03404	0.04676	0.04676	kWh
<a href="#">EVA</a>	Peak Summer	0.22218	0.03404	0.25622	0.25622	kWh
<a href="#">EVA</a>	Part-Peak Summer	0.08944	0.03404	0.12348	0.12348	kWh
<a href="#">EVA</a>	Peak Winter	0.06171	0.03404	0.09575	0.09575	kWh
<a href="#">EVA</a>	Off-Peak Winter	0.03023	0.03404	0.06427	0.06427	kWh
<a href="#">EVA</a>	Off-Peak Summer	0.02801	0.03404	0.06205	0.06205	kWh
<a href="#">EVA</a>	Part-Peak Winter	0.02578	0.03404	0.05982	0.05982	kWh
<a href="#">EVB</a>	Peak Summer	0.22218	0.03404	0.25622	0.25622	kWh
<a href="#">EVB</a>	Part-Peak Summer	0.08944	0.03404	0.12348	0.12348	kWh
<a href="#">EVB</a>	Peak Winter	0.06171	0.03404	0.09575	0.09575	kWh



Rate	Billing Determinant Name	EBCE Rate	System Fees	Total Rate	PG&E 2019 Rate	Unit
<a href="#">EVB</a>	Off-Peak Winter	0.03023	0.03404	0.06427	0.06427	kWh
<a href="#">EVB</a>	Off-Peak Summer	0.02801	0.03404	0.06205	0.06205	kWh
<a href="#">EVB</a>	Part-Peak Winter	0.02578	0.03404	0.05982	0.05982	kWh
<a href="#">LS</a>	Flat	0.08353	0.00652	0.09005	0.09005	kWh
<a href="#">STOUP</a>	Reservation Charge	0.43754	0.01246	0.45000	0.45000	kWh
<a href="#">STOUP</a>	Peak Summer	0.10254	0.01246	0.11500	0.11500	kWh
<a href="#">STOUP</a>	Part-Peak Winter	0.08720	0.01246	0.09966	0.09966	kWh
<a href="#">STOUP</a>	Part-Peak Summer	0.08430	0.01246	0.09676	0.09676	kWh
<a href="#">STOUP</a>	Off-Peak Winter	0.06871	0.01246	0.08117	0.08117	kWh
<a href="#">STOUP</a>	Off-Peak Summer	0.06042	0.01246	0.07288	0.07288	kWh
<a href="#">STOUS</a>	Reservation Charge	0.43754	0.01246	0.45000	0.45000	kWh
<a href="#">STOUS</a>	Peak Summer	0.10254	0.01246	0.11500	0.11500	kWh
<a href="#">STOUS</a>	Part-Peak Winter	0.08720	0.01246	0.09966	0.09966	kWh
<a href="#">STOUS</a>	Part-Peak Summer	0.08430	0.01246	0.09676	0.09676	kWh
<a href="#">STOUS</a>	Off-Peak Winter	0.06871	0.01246	0.08117	0.08117	kWh
<a href="#">STOUS</a>	Off-Peak Summer	0.06042	0.01246	0.07288	0.07288	kWh
<a href="#">STOUT</a>	Reservation Charge	0.35754	0.01246	0.37000	0.37000	kWh
<a href="#">STOUT</a>	Peak Summer	0.08339	0.01246	0.09585	0.09585	kWh
<a href="#">STOUT</a>	Part-Peak Winter	0.07072	0.01246	0.08318	0.08318	kWh
<a href="#">STOUT</a>	Part-Peak Summer	0.06836	0.01246	0.08082	0.08082	kWh
<a href="#">STOUT</a>	Off-Peak Winter	0.05543	0.01246	0.06789	0.06789	kWh
<a href="#">STOUT</a>	Off-Peak Summer	0.04845	0.01246	0.06091	0.06091	kWh
<a href="#">TC1</a>	Flat	0.07454	0.02530	0.09984	0.09984	kWh

### Renewable 100

Customers electing the Renewable 100, 100% renewable energy service, will pay the applicable rate for the Brilliant 100 service plus an additional energy charge of \$0.01 per kWh



### Rate Schedule Map

Rate Schedule	Rate Family	Rate Class
<b>AG1A</b>	AG1A	Agricultural
<b>AG1B</b>	AG1B	Agricultural
<b>AG4A</b>	AG4A	Agricultural
<b>AG4B</b>	AG4B	Agricultural
<b>AG4C</b>	AG4C	Agricultural
<b>AG4D</b>	AG4A	Agricultural
<b>AG4E</b>	AG4B	Agricultural
<b>AG4F</b>	AG4C	Agricultural
<b>AG5A</b>	AG5A	Agricultural
<b>AG5B</b>	AG5B	Agricultural
<b>AG5C</b>	AG5C	Agricultural
<b>AG5D</b>	AG5A	Agricultural
<b>AG5E</b>	AG5B	Agricultural
<b>AG5F</b>	AG5C	Agricultural
<b>AGICE</b>	AGICE	Agricultural
<b>AGRA</b>	AGRA	Agricultural
<b>AGRB</b>	AGRB	Agricultural
<b>AGRD</b>	AGRA	Agricultural
<b>AGRE</b>	AGRB	Agricultural
<b>AGVA</b>	AGVA	Agricultural
<b>AGVB</b>	AGVB	Agricultural
<b>AGVD</b>	AGVA	Agricultural
<b>AGVE</b>	AGVB	Agricultural
<b>E20P</b>	E20P	Large Commercial
<b>E20PR</b>	E20PR	Large Commercial
<b>E20S</b>	E20S	Large Commercial
<b>E20SR</b>	E20SR	Large Commercial
<b>E20T</b>	E20T	Large Commercial
<b>E20TR</b>	E20TR	Large Commercial
<b>LS1</b>	LS	Lights
<b>LS2</b>	LS	Lights
<b>LS3</b>	LS	Lights
<b>OL1</b>	LS	Lights
<b>TC1</b>	TC1	Lights
<b>A10P</b>	A10P	Medium Commercial
<b>A10PL</b>	A10P	Medium Commercial

Rate Schedule	Rate Family	Rate Class
<b>A10PX</b>	A10PX	Medium Commercial
<b>A10S</b>	A10S	Medium Commercial
<b>A10SL</b>	A10S	Medium Commercial
<b>A10SX</b>	A10SX	Medium Commercial
<b>A10T</b>	A10T	Medium Commercial
<b>A10TL</b>	A10T	Medium Commercial
<b>A10TX</b>	A10TX	Medium Commercial
<b>E19P</b>	E19P	Medium Commercial
<b>E19PR</b>	E19PR	Medium Commercial
<b>E19PV</b>	E19P	Medium Commercial
<b>E19S</b>	E19S	Medium Commercial
<b>E19SR</b>	E19SR	Medium Commercial
<b>E19SV</b>	E19S	Medium Commercial
<b>E19T</b>	E19T	Medium Commercial
<b>E19TR</b>	E19TR	Medium Commercial
<b>E19TV</b>	E19T	Medium Commercial
<b>E37</b>	E37	Medium Commercial
<b>E1</b>	E1	Residential
<b>E1L</b>	E1	Residential
<b>E1M</b>	E1	Residential
<b>E1ML</b>	E1	Residential
<b>E6</b>	E6	Residential
<b>E6L</b>	E6	Residential
<b>ELTOUC3</b>	ETOU3	Residential
<b>EM</b>	E1	Residential
<b>EML</b>	E1	Residential
<b>EMLTOU</b>	E6	Residential
<b>EMTOU</b>	E6	Residential
<b>ES</b>	E1	Residential
<b>ESL</b>	E1	Residential
<b>ESR</b>	E1	Residential
<b>ESRL</b>	E1	Residential
<b>ET</b>	E1	Residential
<b>ETL</b>	E1	Residential
<b>ETOUA</b>	ETOUA	Residential
<b>ETOUAL</b>	ETOUA	Residential





Rate Schedule	Rate Family	Rate Class
<b>ETOUB</b>	ETOUB	Residential
<b>ETOUBL</b>	ETOUB	Residential
<b>ETOUC3</b>	ETOUC3	Residential
<b>ETOUP1</b>	ETOUP1	Residential
<b>ETOUP1L</b>	ETOUP1	Residential
<b>ETOUP2</b>	ETOUP2	Residential
<b>ETOUP2L</b>	ETOUP2	Residential
<b>ETOUP3</b>	ETOUP3	Residential
<b>ETOUP3L</b>	ETOUP3	Residential
<b>EVA</b>	EV	Residential

Rate Schedule	Rate Family	Rate Class
<b>EVB</b>	EV	Residential
<b>A1</b>	A1	Small Commercial
<b>A15</b>	A15	Small Commercial
<b>A1L</b>	A1	Small Commercial
<b>A1X</b>	A1X	Small Commercial
<b>A6</b>	A6	Small Commercial
<b>STOUP</b>	STOUP	Standby
<b>STOUS</b>	STOUS	Standby
<b>STOUT</b>	STOUT	Standby





### Schedule of Fees and Surcharges

Class	2018 PCIA (\$/kWh)	2019 Franchise (\$/kWh)	Sum (\$/kWh)
<b>All Residential</b>	0.03346	0.00058	0.03404
<b>A1</b>	0.02466	0.00064	0.02530
<b>A10</b>	0.02502	0.00067	0.02569
<b>E19</b>	0.02104	0.00063	0.02167
<b>Street</b>	0.00589	0.00063	0.00652
<b>Standby</b>	0.01196	0.00052	0.01248
<b>Agricultural</b>	0.02463	0.00054	0.02517
<b>E20T</b>	0.01735	0.00053	0.01788
<b>E20P</b>	0.01888	0.00058	0.01946
<b>E20S</b>	0.02025	0.00060	0.02085

### Adjustments and Discounts

Adjustment	Rate	Amount
Primary Voltage Discount - Max Demand Summer	AG1B	\$ (0.83)
Primary Voltage Discount - Max Demand Summer	AG4B	\$ (0.66)
Primary Voltage Discount - Max Peak Demand Summer	AG4C	\$ (1.13)
Transmission Voltage Discount - Max Peak Demand Summer	AG4C	\$ (2.09)
Transmission Voltage Discount - Max Part-Peak Demand Summer	AG4C	\$ 0.02
Primary Voltage Discount - Max Demand Summer	AG5B	\$ (1.56)
Transmission Voltage Discount - Max Demand Summer	AG5B	\$ (2.71)
Primary Voltage Discount - Max Peak Demand Summer	AG5C	\$ (2.37)
Transmission Voltage Discount - Max Peak Demand Summer	AG5C	\$ (4.44)
Primary Voltage Discount - Max Demand Summer	AGRB	\$ (0.55)
Primary Voltage Discount - Max Demand Summer	AGVB	\$ (0.59)
Primary Voltage Discount - Max Demand Summer	E37	\$ (1.56)
Transmission Voltage Discount - Max Demand Summer	E37	\$ (2.71)
NEM Generation - Bonus Credit	New NEM	\$ 0.01
NEM Generation - Bonus Credit	Muni /Low Income NEM	\$ 0.01