

REPORT TO CITY COUNCIL

DATE: AUGUST 10, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: LOUIS CELAYA, DEPUTY CITY MANAGER
JOHN TREICHLER, ADMINISTRATIVE ANALYST

SUBJECT: REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF AGOURA HILLS AND THE CLEAN POWER ALLIANCE (CPA) TO PARTICIPATE IN THE POWER READY PROGRAM

The City of Agoura Hills has been a member of Clean Power Alliance (CPA) since 2019 in order to bring clean power, local control, and local benefits to the City. As a member agency, the City has representation on CPA's board which, in response to the increasing risk of weather and disaster related electricity outages, including Public Safety Power Shutoff (PSPS) and grid emergency events, authorized CPA staff in January 2020 to conduct a Request for Information (RFI) to member agencies. The purpose of the RFI was to gauge interest in a program that would provide a solar-paired battery energy storage system or standalone energy storage system to an essential facility in each of CPA's 32 member jurisdictions.

The program being introduced to the City by CPA is called the "Power Ready Program" and is designed to address the needs for resiliency outlined by CPA's member agencies. It is offered as a community benefit to the City at no cost. CPA is further making participation easy for the City by contracting with a developer/financier to build, own, and operate the system for 20 years.

Some benefits of the program are:

- Back-up power system that provides power during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs)
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage
- CPA will promote the City's participation in this innovative program
- Assist in implementation of the City's Climate Action Adaptation Plan

City staff worked together with CPA's consultant EcoMotion to determine which city-owned facility could benefit the most from this program and it was decided that the Agoura Hills Recreation and Event Center would best fit the program. The Agoura Hills Recreation and Event Center is a public community and event space centrally located in the community. The Center contains a large multipurpose room, smaller community lounges, classrooms, and ample outdoor meeting space. The building was constructed in 2016 and has a 40kVA backup generator, backing up IT and some lighting and plug loads.

The Power Ready Program will assist in the following ways: 1) it will target loads not served by the generator in the event of a grid outage, 2) allow for an alternate location for the City's Emergency Operating Center (EOC), 3) enable the Recreation and Event Center to remain open and operational as a community meeting space, and have the capability to continue with special events (weddings, meetings, etc.).

The solar PV configuration proposed will be placed on the roof of the Recreation and Event Center. It is approximately a 166 kW solar array that is projected to generate approximately 263,600 kWh / year, which accounts for approximately 80% of the facility's annual use of 325,000 kWh (2019 interval data). The Recreation and Event Center has an annual peak kW demand of 96kW, therefore the recommended optimal battery size is approximately 100kW / 400kWh.

The expectation is that the currently designed Power Ready Program will eliminate the use of the generator at the time of installation. Upon completion of the initial project the City will look at additional battery backup capacity potential to assist with augmenting the new system.

CPA has asked all participating member agencies to execute the Memorandum of Understanding (MOU) by the end of August. The MOU signifies the member agencies intent to participate in the Power Ready Program, which enables CPA to solicit bids through a Request for Offer (RFO) process for all sites together making it possible for CPA to get cost effective bids from a developer than if agencies were to undertake this individually.

After a developer is selected from the RFO process, the City of Agoura Hills will negotiate a site lease agreement directly with the developer and CPA will negotiate a Power Purchase Agreement with the developer. When the site lease agreement is executed, it replaces the MOU and the developer can break ground on the project. Installation timelines, including equipment availability will not be available until the developer is assigned and a pre-construction meeting is conducted with all parties.

Below is the tentative timeline:

DATE	ACTION
August 2022	City Council MOU
August 2022	CPA Opens RFO
October 2022	RFO Evaluation and Selection

DATE	ACTION
Q4 2022	Agreement Negotiation
Mid 2023	Break Ground

Participating in the Power Ready Program will provide significant value to the Agoura Hills Recreation and Event Center, enabling it to not only continue daily operations, but serve as an alternate location in an emergency situation during an outage, and comes at no additional cost to the City. Participating agency members will pay no more for electricity than they would without the Power Ready Program.

The proposed MOU has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

Staff respectfully recommends the City Council approve the following:

1. Memorandum of Understanding between the City of Agoura Hills and Clean Power Alliance (CPA)
2. Authorize the City Manager to execute the document on behalf of the City.

Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU"), made as of the last date signed below (the "Effective Date"), by and between City of Agoura Hills ("Member Agency"), the owner or long-term lessee as described in Section 4.a. of the real property described in Exhibit A and referred to herein as the "Site," and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll the Site in the CPA Power Ready Program, described in more detail below.

RECITALS

WHEREAS, CPA desires to support community energy reliability efforts in its service territory through its Power Ready Program (described in the Power Ready Fact Sheet, attached hereto as Exhibit B), which seeks to provide Member Agency with a no-cost energy resiliency project that provides significant community benefit and demand response to CPA, and

WHEREAS, the Member Agency has worked diligently with CPA to determine a suitable site for energy resilience as part of the Power Ready Program, and

WHEREAS, the Member Agency is the owner of the Site identified in Exhibit A, which Member Agency and CPA have identified as a suitable site for the Power Ready Program because the Site serves as an alternative Emergency Operations Center, and a critical community function as community meeting space during emergency events, and

WHEREAS, to implement the Power Ready Program, CPA must enter into an agreement with a third-party developer ("Developer"), who will develop behind-the-meter battery energy storage and solar photovoltaic generation energy systems at the sites selected for the Power Ready Program, including the Member Agency Site, and

WHEREAS, CPA intends to issue and administer a competitive Request for Offers ("RFO") to select the Developer, and

WHEREAS, CPA intends to include in the RFO a portfolio of development sites, including the Member Agency Site and sites belonging to other CPA member agencies, which portfolio will be relied upon by developers to submit bids to develop solar and storage on the Power Ready Program sites, and

WHEREAS, developers' bids will include pricing that will be incumbent on the inclusion of the Member Agency Site in the portfolio, and

WHEREAS, the Member Agency will benefit from the installation of the battery energy storage system, which will provide the Site with power during planned and unplanned electrical outages to power certain critical electrical loads,

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

1. **Term.** This MOU begins on the Effective Date and ends five (5) years after the Effective Date, at which point, CPA and Member Agency may agree, by mutual written agreement, to extend the term of this MOU.
2. **Termination.**
 - a. Convenience. Any time prior to CPA's issuance of the RFO, either Party may terminate this MOU for convenience and without liability to the other Party upon giving the other Party written notice.
 - b. Default.
 - i. After CPA issues the RFO, the Parties acknowledge and agree that either Party's failure to perform any of its material obligations under this MOU shall constitute an event of default and entitle the other Party to terminate the MOU immediately upon written notice of termination.
 - ii. Member Agency Default. Member Agency recognizes that its default under this MOU could undermine CPA's implementation of the Power Ready Program for other participating member agencies, invalidate Developer bids to develop Solar+Storage Systems under the Power Ready Program, increase costs of construction and reduce benefits to CPA and other member agencies, or a combination thereof. Member Agency acknowledges and agrees to reimburse CPA for all reasonable costs related to, resulting from, or arising from Member Agency's default including but not limited to any qualified adjustment in the rate price, reasonable fees, or other direct charges that may be assessed by the Developer pursuant to the Power Purchase Agreement, and to be subject to any other remedies that may be available to CPA.
 - iii. CPA Default. If CPA defaults, CPA acknowledges and agrees to reimburse Member Agency for Member Agency's reasonably expended costs to prepare the Site for the Solar+Storage System in reliance on the MOU. CPA shall not be liable for any other expenses incurred in reliance on the MOU, any Member Agency personnel time spent in reliance on the MOU, costs to pursue other renewable energy options, or any special or incidental damages.
 - iv. Force Majeur. Neither Party shall be liable for any default caused by reason of acts of God including volcanic eruption, landslide, lightning, earthquake, fire, or flood (but excepting reasonably anticipated weather conditions at the Site); explosion, sabotage, or similar occurrence; acts of a public enemy, extortion, terrorism, war, blockage, or insurrection; riot

or civil disturbance; strikes, lockouts, or labor troubles; change in law or regulation; or other cause without fault and beyond the reasonable control of a Party (financial inability excepted).

3. The Solar+Storage System and Its Operation.

a. Construction.

- i. CPA will select a Developer to construct, install, operate, and maintain at the Site a behind-the-meter battery energy storage and solar photovoltaic generation energy system at Developer's sole cost and expense, with the anticipated general specifications set forth in Exhibit A hereto (the "Solar+Storage System" or "System").
- ii. In the RFO, CPA will make clear that Developer is required to comply with all provisions of California law applicable to public contracting, including but not limited to bond requirements and prevailing wage requirements.
- iii. CPA will require the Developer to submit a siting and construction plan for the Solar+Storage System for Member Agency's approval, which shall include a commitment to obtain all necessary permits, a waste management plan, and a statement that Developer will adhere to the applicable building code and all local, state, and federal laws.
- iv. The Parties recognize that the Developer must secure interconnection approval for the Solar+Storage System from Southern California Edison.

b. **Financing.** The Parties anticipate that construction, operation, and maintenance of the Solar+Storage System will be financed by a Power Purchase Agreement ("PPA") between CPA and the Developer.

c. **Ownership.** The Parties acknowledge that the Developer will own the Solar+Storage System. However, the RFO will include a provision requiring the Developer to provide Member Agency with the opportunity to purchase the Solar+Storage System at the end of the Site Lease term.

d. **Maintenance.** The Parties acknowledge that the Developer will be responsible for the maintenance of the Solar+Storage System, and Member Agency will provide reasonable access to Developer.

e. **Control.** The Solar+Storage System will be managed and operated pursuant to the terms of the PPA, as set forth in more detail below.

f. **Normal Operations.** Except when in Power Outage Operations pursuant to Section 3.g, below, the Solar+Storage System will be managed to meet CPA's needs for demand-side management at its discretion, and such Solar+Storage System management will not impact Member Agency operations.

g. Power Outage Operations.

- i. The Solar+Storage System will have the ability to generate solar energy and charge the Solar+Storage System during power outages that occur during daylight hours.

- ii. The Solar+Storage System will be managed to provide power, to the extent reasonably practicable, for certain critical loads at the Site during power outages. The Solar+Storage System will be managed to provide sufficient power to the Site for at least four (4) hours during Power Outage Operations based on the Site's power needs identified at the time the Solar+Storage System is designed.

4. Member Agency Obligations.

- a. Ownership. Member Agency warrants that it is the long-term lessee (with a lease term that does not end earlier than, or that Member Agency has the sole discretion to continue until at least, 2045) or owner of the Site and that it has the power to grant permission for use of the Site as part of the Power Ready Program.
- b. Project Development.
 - i. Member Agency agrees to allow CPA's selected Developer to construct the Solar+Storage System at the Site, subject to Developer entering a Site Lease Agreement with Member Agency and subject to Developer receiving all necessary permits and approvals.
 - ii. Member Agency recognizes that its Site will be included in a portfolio in support of an RFO to potential developers and that withdrawal of its Site from the Power Ready Program could invalidate developers' bids for the entire program.
- c. Site Function. Member Agency agrees that the Site will continue to serve a critical community function, as described in the Recitals above, for the Term of the MOU. If Site no longer serves a critical community function, or Member Agency wishes to change the Site to a different critical community function than the one described herein, and that different critical community function significantly alters electricity usage at the Site, this may constitute a material change to this obligation. Member Agency must immediately notify CPA of the change and make best efforts to cooperate with CPA in remedying impacts related to the change in use.
- d. Site Lease. Member Agency agrees to enter into a Solar+Storage Site Lease Agreement with the Developer, provided all material terms are agreed upon, or if the Member Agency does not own the Site, then Member Agency will use best efforts to secure a Solar+Storage Site Lease Agreement or any other agreements necessary to secure use of the Site between the Site owner and the Developer with Member Agency being a third-party beneficiary with a term length up to twenty (20) years. Member Agency shall act at all times in good faith to come to reasonable terms with the Developer and shall not unreasonably condition, delay, or refuse to enter into the Solar+Storage Site Lease Agreement. Reasonable terms shall include, at a minimum, (a) a reasonable provision

providing for indemnification of the Member Agency by the Developer, (b) a requirement the Developer carry reasonable insurance, and (c) a reasonable requirement that the Developer return the Site to its condition prior to the installation of the Solar+Storage System if, at the end of the Site Lease term, Member Agency requests that the Solar+Storage System be removed. Member Agency recognizes that it may not require Developer to pay to lease the Site; the consideration for lease of the Site is installation of and Member Agency's benefit from the Solar+Storage System.

- e. Cooperation. Member Agency agrees to cooperate with Developer to secure necessary approvals for Developer to develop the Solar+Storage System at the Site; however, nothing in this MOU constitutes approval of development of the Solar+Storage System. Member Agency is solely responsible for issuance of any permits, including but not limited to providing necessary information for the selected Developer to acquire permits or to comply with the California Environmental Quality Act, if applicable.
- f. Billing. Member Agency will pay CPA as billed for electric service at the Site under CPA's future Power Ready Rate Structure, which will be developed prior to Member Agency execution of the Site Lease. The future Power Ready Rate Structure is further described in Section 5.c. of this MOU. The Power Ready Rate charged to Member Agency annually will be equal to or less than the amount charged to Member Agency annually under the rate structure that would have otherwise been in place if the Member Agency did not participate in the Power Ready Program.
- g. SGIP Funds. Developer will apply for the CPUC Self Generation Incentive Program ("SGIP") administered by Southern California Edison ("SCE") on behalf of the Member Agency. Member Agency agrees to transfer any awarded SGIP funds to Developer to support financing of the battery energy storage.

5. CPA Obligations.

- a. CPA will make a commercially reasonable effort to ensure construction of the Solar+Storage System begins no later than June 30, 2023, and will coordinate with Member Agency to determine a mutually agreeable construction schedule. However, CPA does not guarantee either (a) that the Solar+Storage System will actually be constructed, or (b) that construction will be free from delays beyond CPA's control.
- b. CPA will provide a construction liaison during construction of the Solar+Storage System that will make periodic on-site visits.
- c. CPA will bill the Member Agency for generation service on a monthly basis under its Power Ready Rate Structure. The on-bill monthly charge will be calculated to approximate projected monthly bill savings generated by the Solar+Storage System. CPA will conduct a true-up of the Member Agency annual electricity

costs annually during the April bill cycle and will credit or charge the Member Agency. Member Agency's annual charges will be equal to or less than the amount that would have otherwise been charged to the Member Agency if the Member Agency did not participate in the Power Ready Program.

- d. CPA will provide Member Agency with educational/outreach materials and regular reporting on Solar+Storage System performance.
6. **Indemnification.** Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and its elected officials, officers, employees, members, volunteers, agents, and representatives from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements that may directly or indirectly arise and/or result from the indemnifying Party's gross negligence or willful misconduct. This indemnification shall be only in proportion to and to the extent that such claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including attorneys' fees and costs incurred in the defense of any such claim or any action or proceeding brought thereon arise from the negligent or intentional acts or omissions of indemnifying Party, and its officers, employees, invitees, or agents.

7. **Insurance.**

- a. The Parties agree to provide and maintain throughout the term of this MOU, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees and contractors for the term of this MOU. This insurance shall include general liability insurance with coverage limits of \$2,000,000 per occurrence and \$2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of \$4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Member Agency's commercial general liability policy, and Member Agency's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- b. The Parties agree to maintain throughout the term of this MOU, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than \$1,000,000 per occurrence for bodily injury and property damage.
- c. The Parties agree to maintain throughout the term of this MOU, at their own expense, a workers' compensation policy as required by the State of

California, with Statutory Limits and Employer's Liability Insurance of no less than \$1,000,000 per occurrence for bodily injury or disease.

- d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.
 - e. CPA may waive or change any of the requirements in this Section 7 at its discretion, upon mutual agreement with the Member Agency.
 - f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 6.
8. **Publicity.** Any publicity generated by either Party related to the performance of this MOU should reference both Parties' contributions. Each Party shall make best efforts to display the words "Clean Power Alliance" and "City of Agoura Hills" in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible). Any piece of publicity, including those mentioned above, must be reviewed and approved by both Parties before issuing a press release. Each Party agrees to provide the other Party with reasonable time for review before such issuance.

Where CPA and Member Agency logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size. No signs may be posted, exhibited, or displayed on or about Member Agency property, except signage required by law or contemplated under this MOU, without prior written approval from Member Agency.

9. General Provisions.

- a. Entire Agreement. This MOU represents the full and complete understanding between the Parties as to the subject matter of this MOU, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of the MOU.
- b. Amendment. Any amendment to or modification of this MOU will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this MOU.
- c. Governing Law and Venue. This MOU is governed by the laws of the State of California. Any lawsuits files related to this MOU must be filed with the Superior Court for the County of Los Angeles, State of California.
- d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this MOU.
- e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer

of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

- f. Headings. The headings in this MOU are for convenience only, are not a part of the MOU, and in no way affect, limit, or amplify the terms or provisions of this MOU.
- g. Severability / Partial Invalidity. If any term or provision of this MOU, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this MOU or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this MOU to carry out its intent.
- h. Survival. All provisions which by their nature must continue after the MOU expires or is terminated shall survive the MOU and remain in full force and effect, including but not limited to the indemnification requirement in Section 6 and the insurance requirements in Section 7.
- i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:

Theodore Bardacke, Chief Executive Officer
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
tbardacke@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:
Nancy Whang, General Counsel
801 S. Grand Ave., Suite 400, Los Angeles, CA 90017
nwhang@cleanpoweralliance.org

To City of Agoura Hills:

Nathan Hamburger, City Manager
30001 Ladyface Court, Agoura Hills, CA 91301
nhamburger@agourahillscity.org

- j. Electronic Signatures: This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for

purposes of this MOU and shall have the same force and effect as a manually executed original.

- k. Execution in Counterparts: This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

Theodore Bardacke
Clean Power Alliance of Southern California
Title: Chief Executive Officer
Date:

Nathan Hamburger
City of Agoura Hills
Title: City Manager
Date:

EXHIBIT A



Last edited on March 15, 2022

Agoura Hills Site Assessment Overview:
Rec Center

Address: 29900 Ladyface Ct. Agoura Hills, CA 91301.

Meter Number: 259000-05515

Solar Size	166 kW
BESS Size	100 kW / 400 kWh
Facility Age	2016
Facility Size	≈35,000 ft²
Critical Loads	Cooling in 1 Large Multipurpose Room

The Agoura Hills Rec Center is a public-facing community and event space centrally located in the community. On the first floor, there is a large multipurpose room, smaller community lounges, classrooms, and ample outdoor meeting space. The second floor hosts offices, not open to the public. The building was constructed in 2016 and has a 40kVA backup generator, backing up IT and some lighting and plug loads. The city hopes the Power Ready program will target loads not served by the generator. If possible, the city would like to prioritize cooling in the large event space/ Multipurpose Room (henceforth MPR) on the east side of the building, as temperatures during much of the year make the space unusable without cooling. This cooling load is estimated to be about 50 kW (AC#11, 30-ton unit).

Intended Resilience

In the event of a grid outage, the Power Ready goal is to enable the facility to remain open and operational as an alternate City Emergency Operations Center (EOC), or a community meeting space, where the public can come to charge phones, use the wifi, and remain cool in the

multipurpose room (MPR). This partial cooling load is the top priority. There is no expectation that the power ready program will eliminate the use of the generator. Rather, the city hopes the solar and storage system will work in tandem with the generator in the event of an outage.

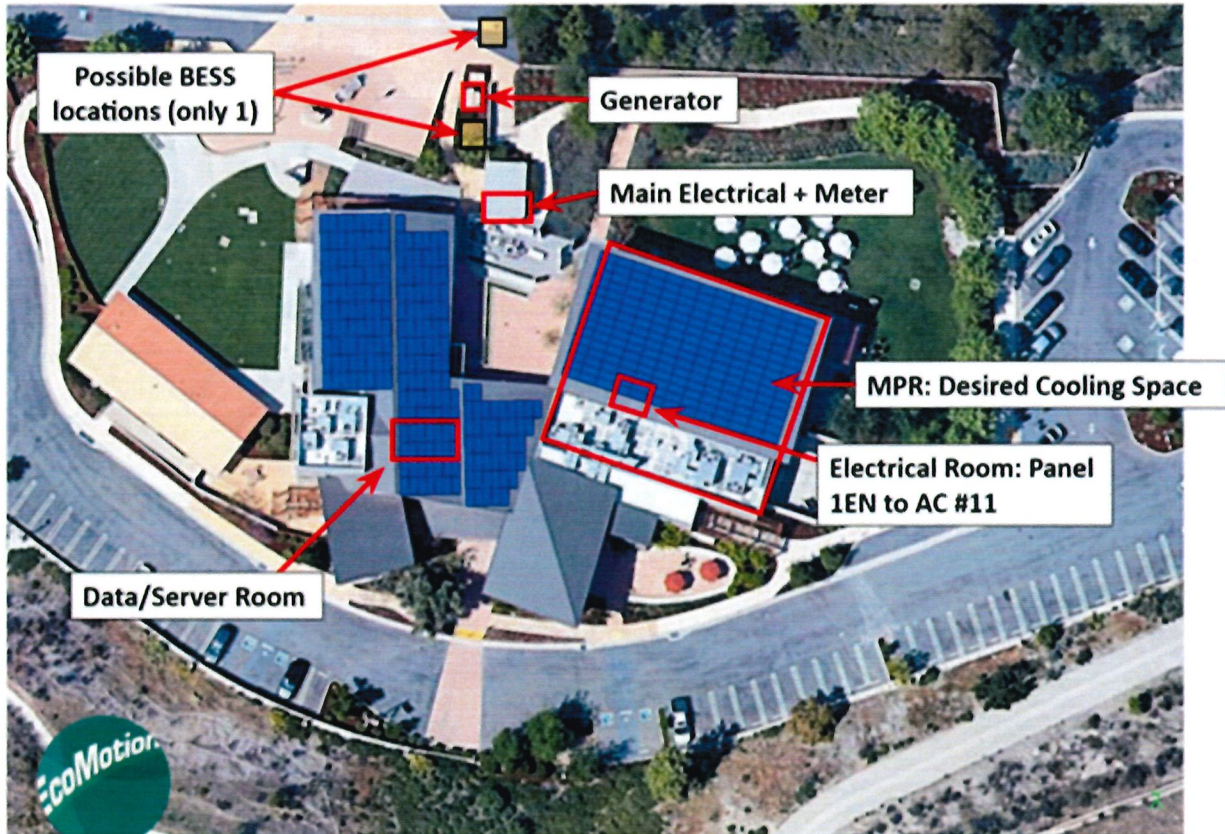
The city believes that the generator is already backing up the computer servers and wi-fi, but we were unable to verify this during the site visit, as the Emergency Panel schedule (ELA) does not indicate that any of the panels in the Server/Data room are fed by this panel.

The city desires to look at additional battery backup capacity to potentially eliminate the existing generator.

Solar System Size and Location

The Helioscope design calls for approximately 166 kW of solar PV on the roof of the Rec Center. A 166 kW solar array is projected to generate approximately 263,600 kWh / year, which accounts for approximately 80% of the facility's annual use of 325,000 kWh (2019 interval data).

Like the facility itself, the roof is approximately 6 years old, in excellent condition. There is no significant shading on the roof. None of the roof sections present structural or logistical difficulties for solar installation.



BESS Size and Location

Our initial optimization suggests an ideal battery size of approximately 100kW / 400 kWh. The facility has an annual peak kW demand of 96 kW.

The Power Ready program design stipulates that approximately 25% of BESS capacity be maintained as a “Reserve Capacity” that is always ready for an unplanned outage. The remaining 75% of BESS capacity may be used for daily energy management services, notably energy arbitrage and peak demand clipping.

The ideal BESS location is near the main electrical room, outside, on the north side of the facility. More input is required from the city to finalize a battery location. A new pad could be placed next to the generator to house the battery.

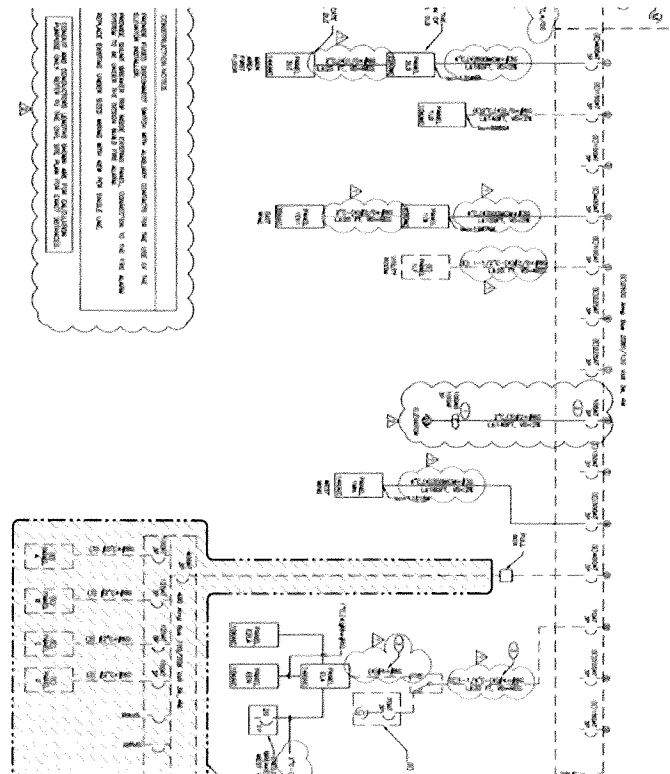
Electrical Infrastructure

The main meter and switchboard (2500 amps) are located in the main electrical room, along with Panels: 1LF, the ATS, and Panel ELA (emergency loads powered by generator). The ELA panel schedule indicates that Panel ELA also feeds panels EEN (lighting, located in the MPR closet) and E2LA (unable to locate during site visit, seeking clarification from city).

The Electrical Closet in the MPR contains Panel 1EN, which includes the circuit for AC#11, the cooling load to be backed up. This panel also feeds subpanel 1EN1. The electrical closet also contains panel EEN (backed up by generator) which includes lighting in the MPR.

Panels 1LB and Panel 1LB1 are located in the Data/Server Room, on the west side of the first floor, and do not need to be backed up.

Panels 2LB and 2LC are located on the second floor, in the southwest corner of the building, and do not need to be backed up.



Hard-Wiring for Resiliency

Solar and Battery sources will connect to the Main Switchboard (in the electrical room accessible from the northern parking lot) via an automatic transfer switch (ATS), and will provide energy in the event of a grid outage.

Additional information regarding critical loads and electrical and building plans are available in the Fulcrum App and Shared Drive.

EXHIBIT B



CPA's Power Ready Program

A CPA member agency benefit program that provides critical back-up power to a facility

What is Power Ready?

The need for backup power systems is growing as power outages become more common than ever with increased wildfires, frequent Public Safety Power Shutoffs, and increased summer grid emergencies due to high heat.

Clean Power Alliance's Power Ready program is a community benefit offered to its member agencies to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that there is a back-up source of energy when there is an outage. CPA is providing this benefit at no cost to member agencies and making participation easy by contracting with a developer/financier to build, own, and operate the systems for 20 years.



Power Ready Benefits

- Back-up power system that provides power from its own source during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs)
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions and noise pollution associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage



For more information contact:
PowerReady@cleanpoweralliance.org





Clean Power Alliance Power Ready Program

Frequently Asked Questions for Member Agencies

1. What is the Power Ready program?

An opportunity to make a public building that serves a critical community purpose energy-resilient by installing a solar and storage system so that critical loads are backed up in an outage. CPA can provide this opportunity at no cost to our member agencies by aggregating a portfolio of member agency sites. CPA is making this opportunity easy for member agencies by contracting with a developer/financier to build, own, and operate the systems for 20 years.

2. Why is CPA offering the Power Ready program?

Power Ready is one of the many community benefits offered to Clean Power Alliance Member Agencies. Member agencies identified a need for resiliency. CPA's Board of Directors developed Power Ready to meet this need for resiliency by using the collective purchase power of CPA.

3. What are my benefits as a participant?

- Back-up power system that provides islanded power during outages (including Public Safety Power Shutoffs, natural disasters, rolling black outs).
- No up-front cost and no increase to annual energy bills for participating
- Reduced harmful emissions associated with back-up diesel generators
- The developer handles all operations and maintenance
- Enhanced grid resilience that helps to prevent grid emergencies
- Member agency staff learn about hosting battery storage
- CPA will promote your agency's participation in this innovative program

4. OK, who pays who?

The amount that member agencies will pay annually will be equal to or less than what they would have paid if they were not participating in the program. CPA uses the solar and storage systems to create optimal bill savings that are used to pay the system cost to the developer, making it possible for us to provide this system to member agencies at no cost.

5. How much energy resilience will CPA provide?

During hours of sunshine, the Power Ready facilities will be as the program name implies.... "Power Ready!" The Power Ready sites will be highly functional during grid outages during "blue sky" periods.

Power Ready has conducted deep dives into each selected facility to determine which loads are critical during the night – "dark sky periods." CPA offers member agencies a minimum of 4-hour "dark sky" duration of critical loads. In most cases, these loads can be managed to extend the "dark sky" duration until the sun rises the next day.

6. How were Power Ready sites chosen?

After a program briefing on suitable sites, member agencies were offered the opportunity to nominate up to five sites for the program and their preferred site. CPA's consultants – EcoMotion - then worked with these sites and staff to determine the best program fit. Note that the site checks included solar and storage spatial analysis, roofing, and switchgear condition.

7. How does the program make buildings more energy resilient?

Solar, storage, and sophisticated controls. The facilities can island in the event of a grid outage and maintain critical operations. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system or even solar and storage system. CPA is able to offer this at no cost by aggregating a portfolio of member agency sites.

8. What if the building we choose has a generator?

Many of the facilities in the Power Ready program already have generators. Power Ready brings carbon-free generation and storage to the facility, in some cases making the generators obsolete and improving the air quality of the community.

In other cases, the generators can operate in tandem with the Power Ready system to enhance resilience, cut emissions, and protect against fuel shortage.

9. What kinds of municipal facilities are suited for the program?

City halls, libraries, community centers, public works yards, senior centers... any municipal facility that has sufficient power load that can be profitably offset with solar, and that has a logical use case for the community during emergencies.

10. Will this program lower my electricity bills?

Participation in the Power Ready program is not intended to lower your electricity bills, but it will not raise them either. CPA will ensure that the amount you pay will be equal to or less than what you would have paid if you were not participating in the program. The value of this project is that member agencies get an islanded solar and storage system at no cost for use in an emergency situation. The cost of creating an islanded system that can provide this type of critical support is much higher than the cost of installing a normal solar system or even a solar and storage system.

Cost to Participate

11. What will it cost to participate in Power Ready?

There is no cost for participating.

12. Will I save money?

Power Ready is not intended to save you money on your electricity bills. The value you get is energy resilience at no additional cost. Participating members will pay no more for electricity than they would without Power Ready.

13. How will my bill be computed?

CPA will annually audit your energy bills so that the annual amount paid is equal to or less what your facility would pay had you not participated in the Power Ready program.

14. Will participating in the Power Ready program raise my bills?

No, participants electricity bills will be equal to or less than what they would have been, if they were not participating in the program. Assuming the same general usage, your bills will be the same, increasing only over the years as SCE and CPA rates increase. At no time will the presence of solar or batteries make your bill higher.

More on the Battery

15. How does CPA plan to use the battery?

CPA uses the battery to manage electricity demand in such a way that lowers procurement costs. Strategies such as Net Energy Metering, Peak Demand Reduction, Load Shifting from high Time of Use (TOU) periods to low TOU periods will be handled by CPA. These cost saving strategies make it possible for us to provide you the islanded solar and storage system at no cost.

16. Will the batteries onsite provide grid services?

The primary purpose of the Power Ready program is to provide energy resilience to member agencies' public facilities. A carve-out has been established for every battery storage system such that the program commitment for resilience can be met.

17. Under what circumstances does the facility utilize power from the battery?

If the SCE grid goes down, the member agency will be using both the battery and the solar for emergency power.

18. Is there a portion of the battery that is always on standby for emergencies?

Yes, only 75% of the battery will be flexed by CPA for demand reduction or load shifting. A minimum of 25% percent of the battery is always maintained to meet an unexpected outage. The batteries will be programmed to charge up prior to scheduled outages to give member agencies maximum resilience.

