# ITEM 19 ATTACHMENT 1 MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU"), made as of the last date signed below (the "Effective Date"), by and between The City of Calabasas ("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 a critical community function as a community resource center 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. <u>Convenience</u>. 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. <u>CPA Default.</u> 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. <u>Force Majeur.</u> 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. <u>Financing.</u> 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. <u>Maintenance</u>. 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. <u>Control.</u> 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.

- 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.

### h. Operations Insight.

i. CPA will provide Member Agency continuous access to the Solar+Storage System electricity generation dashboard on the worldwide web or otherwise provide Member Agency with the ability to review the amount of electricity generated at any given time.

#### 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.

- 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. <u>Site Function.</u> 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. <u>Site Lease</u>. 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. <u>Cooperation</u>. 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. <u>Billing.</u> 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. <u>SGIP Funds.</u> 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 prepare, issue, and administer the RFO to select the Developer to develop the Solar+Storage System at the Member Agency's and other member agencies' sites. CPA will provide Member Agency a reasonable amount of time to review and provide comment on the RFO prior to issuing the RFO.

- b. 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.
- c. CPA will provide a construction liaison during construction of the Solar+Storage System that will make periodic on-site visits.
- d. 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.
- e. 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 "The City of Calabasas" 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. <u>Entire Agreement.</u> 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. <u>Amendment</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Third Party Beneficiaries.</u> There are no intended third-party beneficiaries of this MOU.
- e. <u>Independent Parties.</u> 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. <u>Headings.</u> 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. <u>Severability / Partial Invalidity.</u> 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. <u>Survival</u>. 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. <u>Notices.</u> 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 <a href="mailto:tbardacke@cleanpoweralliance.org">tbardacke@cleanpoweralliance.org</a>

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 Member Agency:
[Contact Name]
[Contact Address]
[Email Address]

- j. <u>Electronic Signatures:</u> 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. <u>Execution in Counterparts</u>: 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:

[Contact Name]
[Member Agency]
Title:
Date:

#### **EXHIBIT A**



Last edited on May 16, 2022

# Site Configuration - Option 1 <u>Calabasas Site Assessment Overview:</u> Calabasas City Hall + Founder's Hall

Address: 100 Civic Center Way, Calabasas, CA 91302

Meter Number: V349N-011907

Solar Size	165 kW
BESS Size	167kW / 667 kWh
Facility Age	2008
Facility Size	2,640 ft <sup>2</sup>
Critical Loads	Founder's Hall, Lights, Plug Loads, IT / Wifi

The Calabasas City Hall complex is just south of the 101 freeway, centrally located in the community. There are three buildings in this complex: City Hall to the west, the Library to the east, and a smaller Senior Center to the south.

The City Hall is already partially backed up by a generator. There is no backup power generation for the Library or the Senior Center. Inside the Library is a large space called Founder's Hall, which may serve as a community resource center during future grid outages.

#### **Intended Resilience**

In the event of a grid outage, the Power Ready goal is to enable Founder's Hall (in the library) to serve as a community resource center. Top priorities to prepare Founder's Hall include: plug loads, lighting, all servers, internet equipment, and AV equipment. Ideally, the city would also like to have some HVAC backed up, to provide limited cooling in the single room of Founder's Hall.

#### **Solar System Size and Location**



The carports combine to equal approximately 165 kW of PV panels, which is projected to generate 275,000kWh annually. The annual usage of the entire campus is 900,000 kWh, but the annual usage of Founder's Hall is but a fraction of this. The entire campus is on a single meter.

The Helioscope design sites solar in various areas of the parking lot, in three long, single-row carports. The large parking lot to the west is not owned by the city, so solar was not feasible there. This design does not make use of the tiled roof areas out of aesthetic considerations, and the limited flat-roof sections were poor candidates due to HVAC equipment and shading from parapet walls. An alternative proposal using sections of tiled roof has also been produced and shared with the city.

#### **BESS Size and Location**

Our initial economic and resilience optimization suggests an ideal battery size of approximately 167 kW/ 667 kWh.

The facility has an annual peak kW demand of 306 kW; through SGIP, a battery with 4-hour discharge may be sized up to 306 kW/ 1224 kWh. 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 in the parking lot, near the main electrical room at the southwest corner of the City Hall building (see map).

#### **Electrical Infrastructure**

The main electrical meter and switchboard (1600 amp, 277/480 V) are located at the southwest corner of the city hall, in an independent electrical room, at the bottom of a set of stairs with external access from the parking lot. From here, electricity is distributed to secondary switchboards and panels in all three buildings on the campus.

The main electrical room for the Library, including Founder's Hall, is located near the south end of the library. This electrical room contains:

- •MS1 (600 amps, 477/208V)
- Panel HA1 high voltage lighting panel (477/208) library lighting and exterior lighting
- •Transformer T-1
- Distribution Panel DP1 (120/208)
- Panel LA1, (120/208) interior lighting and receptacles and AV equipment
- Panel LB1 (120/208V) kitchen equipment, computers, lighting
- Panel LC1 (120/208V) computer and plug loads

The microgrid should back up everything downstream of DP1 (including Panels LA1, LB1, and LC1). Or alternatively, the microgrid could backup up MS1 and everything downstream in order to incorporate some HVAC loads.

All electrical equipment is in excellent condition, with clear access and good circuit labeling.



Last edited on May 16, 2022

# Site Configuration - Option 2 <u>Calabasas Site Assessment Overview:</u> <u>Calabasas City Hall + Founder's Hall</u>

Address: 100 Civic Center Way, Calabasas, CA 91302

Meter Number: V349N-011907

Solar Size	270 kW
BESS Size	167kW / 667 kWh
Facility Age	2008
Facility Size	2,640 ft <sup>2</sup>
Critical Loads	Founder's Hall, Lights, Plug Loads, IT / Wifi

The Calabasas City Hall complex is just south of the 101 freeway, centrally located in the community. There are three buildings in this complex: City Hall to the west, the Library to the east, and a smaller Senior Center to the south.

The City Hall is already partially backed up by a generator. There is no backup power generation for the Library or the Senior Center. Inside the Library is a large space called Founder's Hall, which may serve as a community resource center during future grid outages.

#### **Intended Resilience**

In the event of a grid outage, the Power Ready goal is to enable Founder's Hall (in the library) to serve as a community resource center. Top priorities to prepare Founder's Hall include: plug loads, lighting, all servers, internet equipment, and AV equipment. Ideally, the city would also like to have some HVAC backed up, to provide limited cooling in the single room of Founder's Hall.

#### **Solar System Size and Location**

The carports combine to equal approximately 165 kW of PV panels. The rooftop array is approximately 105 kW. Together, they equal 270 kW, which is projected to generate 430,000kWh annually. The annual usage of the entire campus is 900,000 kWh, but the annual usage of Founder's Hall is but a fraction of this. The entire campus is on a single meter.

The addition of the 105 kW rooftop array yields an increased annual production of about 155,000 kWh, which represents over a 50% increase in annual energy production compared to the carports alone with no rooftop solar. This is desirable from the perspective of resilience, as it means there will be more energy available on average to recharge the battery during a grid outage, extending the duration of off-grid functionality for all loads connected to the solar and battery (i.e., the Founder's Hall loads).

The Helioscope design sites solar in various areas of the parking lot, in three long, single-row carports. The large parking lot to the west is not owned by the city, so solar was not feasible there. The East-facing area of the City Hall roof was selected as the best location for solar due to having the longest exposure to the sun in a given day. The west-facing roof is also slightly north facing, and thus yields less energy per solar panel.



#### **BESS Size and Location**

Our initial economic and resilience optimization suggests an ideal battery size of approximately 167 kW/ 667 kWh.

The facility has an annual peak kW demand of 306 kW; through SGIP, a battery with 4-hour discharge may be sized up to 306 kW/ 1224 kWh. 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 in the parking lot, near the main electrical room at the southwest corner of the City Hall building (see map).

#### **Electrical Infrastructure**

The main electrical meter and switchboard (1600 amp, 277/480 V) are located at the southwest corner of the city hall, in an independent electrical room, at the bottom of a set of stairs with external access from the parking lot. From here, electricity is distributed to secondary switchboards and panels in all three buildings on the campus.

The main electrical room for the Library, including Founder's Hall, is located near the south end of the library. This electrical room contains:

- •MS1 (600 amps, 477/208V)
- Panel HA1 high voltage lighting panel (477/208) library lighting and exterior lighting
- •Transformer T-1
- •Distribution Panel DP1 (120/208)
- Panel LA1, (120/208) interior lighting and receptacles and AV equipment
- Panel LB1 (120/208V) kitchen equipment, computers, lighting
- •Panel LC1 (120/208V) computer and plug loads

The microgrid should back up everything downstream of DP1 (including Panels LA1, LB1, and LC1). Or alternatively, the microgrid could backup up MS1 and everything downstream in order to incorporate some HVAC loads.

All electrical equipment is in excellent condition, with clear access and good circuit labeling.

#### **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 resilience 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.

#### 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

# 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

#### 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.

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

# support is much higher than the cost of installing a normal solar system 18. Is there a portion of the battery that is always on standby for or even solar and storage system. CPA is able to offer this at no cost by 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.