



Agenda

SUSTAINABILITY COMMITTEE

November 28, 2022
1:00 P.M.

To continue in slowing the spread of COVID-19, the meeting will be accessible via Zoom to all members of the public as permitted by Government Code section 54953(e).
Written comments on any item may be submitted to Sustainability@dcd.cccounty.us.

Supervisor Federal D. Glover, Chair
Supervisor John Gioia, Vice Chair

Agenda Items:

Items may be taken out of order based on business of the day & preference of the Committee.

Please click the link below to join the meeting:

<https://cccounty-us.zoom.us/j/89115474750>

Meeting ID: 891 1547 4750

Or Telephone, dial:

USA 214 765 0478 US Toll

USA 888 278 0254 US Toll-free

Conference code: **841892**

1. Introductions
2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to three minutes).
3. **APPROVE Record of Action from September 19, 2022, Meeting of the Sustainability Committee.** (Jody London, Department of Conservation and Development)
4. **APPROVE Record of Action from October 24, 2022, Special Meeting of the Sustainability Committee.** (Jody London, Department of Conservation and Development)
5. **RECOMMEND Adoption by the Board of Supervisors of Environmentally Preferable Purchasing Policy.** (Carrie Ricci, Cindy Shehorn, Department of Public Works)
6. **RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in MCE's Electric Vehicle Charging Rebate Program, as recommended by the Public Works Director.** (Brendan Havenar-Daughton, Department of Public Works)
7. **RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in the Bay Area Air Quality Management District's Electric Vehicle Charging Rebate Program, as recommended by the Public Works Director.** (Brendan Havenar-Daughton, Public Works)
8. **RECOMMEND APPROVAL by the Board of Supervisor and AUTHORIZE Public Works Director to execute Battery Services Agreement and Savings Guarantee Agreement with Total Energies Distributed Generation USA, LLC in conjunction with the Battery Energy Storage System proposed for the West County Detention Facility.** (Brendan Havenar-Daughton, Department of Public Works)
9. **RECEIVE REPORT from Sustainability Commission Chair, or Designee.** (Mike Moore, Sustainability Commission Chair)
10. **RECEIVE REPORT from Sustainability Coordinator.** (Jody London, Department of Conservation and Development)

11. The next meeting is to be determined.

12. Adjourn

The Sustainability Committee will provide reasonable accommodations for persons with disabilities planning to attend Sustainability Committee meetings. Contact the staff person listed below at least 72 hours before the meeting.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to a majority of members of the Sustainability Committee less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, 1st floor, during normal business hours.

Public comment may be submitted via electronic mail on agenda items at least one full work day prior to the published meeting time.

For Additional Information Contact:

Jody London, Sustainability Coordinator
Phone: (925) 655-2815
Jody.London@dcd.cccounty.us



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: APPROVE Record of Action from September 19, 2022, Meeting of the Sustainability Committee (Jody London, Department of Conservation and Development)

Submitted For: Jody London, Sustainability Coordinator

Department: Conservation & Development

Referral No.: N/A

Referral Name: APPROVE Record of Action from September 19, 2022, Meeting of the Sustainability Committee (Jody London, Department of Conservation and Development)

Presenter: Jody London, DCD

Contact: Jody London (925)655-2815

Referral History:

This is an ongoing item of the Committee.

Referral Update:

Recommendation(s)/Next Step(s):

APPROVE Record of Action from September 19, 2022, Meeting of the Sustainability Committee (Jody London, Department of Conservation and Development)

Fiscal Impact (if any):

N/A

Attachments

091922 DRAFT MInutes FINAL



SUSTAINABILITY COMMITTEE

****DRAFT**** RECORD OF ACTION FOR
September 19, 2022

Supervisor Federal D. Glover, Chair
Supervisor John Gioia, Vice Chair

Present: Federal D. Glover, Chair
John Gioia, Vice Chair

Staff Present: John Kopchik, Director, Department of Conservation and Development; Jody London, Sustainability Coordinator, Department of Conservation and Development; Jason Crapo, Deputy Director, Department of Conservation and Development; Alyson Greenlee, Economic Development Manager, Department of Conservation and Development; Brendan Havenar-Daughton, Energy Manager, Department of Public Works; Susan Psara, Green Business Program Manager, Health Department; Monica Nino, County Administrator; George Carter, Economic Development Program Manager, Department of Conservation and Development; Dan Peddycord, Chief Climate and Health Officer, Health Department; Steve Kowalewski, Chief Deputy Director, Department of Public Works; Michael Kent, Hazardous Materials Ombudsman, Health Department; Adam Scarbrough, Planner, Department of Conservation and Development; Luz Gomez, Building Healthy Communities Manager, Health Department; Tania Pulido, Field Representative, Office of Supervisor Gioia; Emily Groth, Climate Corps Fellow, Department of Conservation and Development; Lara Delaney, Senior Deputy County Administrator, Office of the County Administrator

Attendees: Denice Dennis, Josh Sonnenfeld, Mike Moore, Christine Cordero, Shoshana Wechsler, Call-in User 1, Betty Lobos, Marti Roach, Jan Warren, Jessie HF Hammerling, Janet S. Johnson, Nancy Rieser, Jean Tepperman, Madeline Canning

1. Introductions
2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to three minutes).

There was no public comment.

3. Approve Record of Action from July 11, 2022, Meeting of the Sustainability Committee.

The Record of Action was unanimously approved.

4. RECEIVE Update Regarding Process to Plan for a Just Transition

Alyson Greenlee from the Department of Conservation and Development provided an overview of the County's progress towards a just transition, defined as a process that centers communities and frontline workers in the movement from a fossil fuel reliant economy to a zero-emission economy. Greenlee reviewed past actions the County has taken regarding the transition; the history of industrial activity within the County; and new and ongoing programs and efforts that can be leveraged to set Contra Costa County up for a successful Just Transition. The County is currently in the process of accepting a \$750,000 Community Project Funding grant from the U.S. Department of Housing and Urban Development (HUD) to be used to develop a Just Transition Economic Revitalization Plan (JTERP). The JTERP would focus on land use changes, strategies to attract businesses in priority sectors, workforce retraining, and the promotion of equity in the County's economic development goals. The grant funds will be used for the development of community outreach and engagement practices, economic analyses, and specialized studies over the course of 18 to 24 months, culminating in the creation of the JTERP. Greenlee described the County's next steps as developing more details on the JTERP's geographic and topical scope; creation process; and how it will complement existing initiatives, like the Green Empowerment Zone, as well as creating an overall work plan and schedule. Staff will provide an additional update to the Committee and seek additional direction when federal funds are secured, projected to be at the next Committee meeting in November.

The Committee noted that the JTERP is one of many efforts in the County related to Just Transition and emphasized the need for coordination to ensure that the JTERP fits in with existing efforts.

The Committee directed staff to provide an update on workforce development efforts at a future Committee meeting. The Committee also suggested potentially setting up a steering committee that would be involved with each workforce development effort.

Josh Sonnenfeld from the BlueGreen Alliance provided an update on the High Road Training Partnership, a workforce development effort funded by the State that started after the Marathon Martinez closure. Its purpose is to provide information on refineries' impact on the County's economy and environment, how refineries may transition in the coming decades, and how to center the transition process on the needs of workers and community members, culminating in a report in 2023. Sonnenfeld agreed that coordination is critical to ensure a smooth transition that centers the needs of workers and the community.

The Committee asked if the High Road Training Partnership would also train new graduates out of high school and community college. Sonnenfeld clarified that both new workers and refinery workers would be trained and noted that community members expressed a need for training opportunities and pathways for youth at a workshop earlier in the year.

Public comment included a desire to create legislation that would require refineries to clean up and remediate contamination left behind in the event of downsizing or decommissioning, concern regarding the funding sources for the programs discussed, a request that the JTERP project scope to be shared publicly as soon as possible, and support for a steering committee. Christine Cordero from APEN expressed support for the just transition and asked how these processes would be tied to regional Community Economic Resilience Fund and High Road Training economic development processes.

The Committee clarified that the Northern Waterfront Initiative will be seeing more activity as work is done to link the initiative and other ongoing just transition activities to the JTERP. The Committee also clarified that the Green Empowerment Zone includes additional cities along the industrial waterfront, as allowed by the legislation. The Committee thanked Congressman DeSaulnier for helping with the grant. The Committee directed staff to set up a Sustainability Committee Special Meeting in October to discuss the current Just Transition work happening in the County and the Board's priorities in advance of the submittal of the JTERP project letter to HUD before the end of the year. Prior to the meeting, the Supervisors will have conversations with stakeholders regarding current just transition work. The Committee also directed staff to inventory different Just Transition efforts in the County.

5. Accept the Sustainability Commission Chair's update.

Mike Moore, Sustainability Commission Chair, expressed the Commission's willingness to assist in the Just Transition process and reported on the Commission's August meeting. At this meeting, the Commission voted on a definition of sustainability to be used in the updated Climate Action Plan and other activities and received an update on plans to initiate an ordinance for the electrification of existing buildings. Moore also provided an update on Richmond's Path to Zero event, which presented the benefits of hydrogen as a next generation renewable fuel and was funded by Chevron, and efforts in the City of Oakley to ban oil and gas drilling and adopt a resolution and letter to the Board of Supervisors to ban oil and gas drilling in Contra Costa County. Moore extended an invitation to all County residents to Sustainability Week in Walnut Creek.

The Committee noted that state law is technology-neutral and that both green hydrogen and battery electric will be needed to get to zero emissions.

Public comment included an expressed concern with transitioning away from fossil fuels.

6. Receive Report from Sustainability Coordinator.

Jody London reported that the Interdepartmental Climate Action Task Force would be providing a report at the September 20 Board of Supervisors meeting. London then provided updates on sustainability efforts throughout County departments. These included the start of a new Climate Corps Fellow; the G3 Champions; Public Works' implementation of the Sustainability Fund and work around active transportation grants; the County Library's Ride Clean and Drive webinar on electric vehicles that saw over 100 residents participate; and Health Services' Practice Green Health initiative to reduce waste from medical facilities, Safe Routes to School program, and clean air grants.

Public comment included a request to disclose how government goals will impact taxpayers and appreciation for the County's efforts to address the effects of fossil fuels on the climate.

7. The next meeting is currently scheduled for November 28, 2022, 1pm-2:3pm.
8. Adjourn

For Additional Information Contact:

Jody London, Sustainability Coordinator
Phone (925) 674-7871
Jody.London@dcd.cccounty.us



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: APPROVE Record of Action from October 24, 2022, Special Mtg of the Sustainability Committee (Jody London, Department of Conservation and Development)

Submitted For: Jody London, Sustainability Coordinator

Department: Conservation & Development

Referral No.:

Referral Name: APPROVE Record of Action from October 24, 2022, Special Mtg of the Sustainability Committee (Jody London, Department of Conservation and Development)

Presenter: Jody London, DCD

Contact: Jody London (925)655-2815

Referral History:

Referral Update:

Recommendation(s)/Next Step(s):

APPROVE Record of Action from October 24, 2022, Special Meeting of the Sustainability Committee (Jody London, Department of Conservation and Development)

Attachments

102422 DRAFT Minutes FINAL



Agenda

SUSTAINABILITY COMMITTEE

****DRAFT****

October 24, 2022

1:00 P.M.

To slow the spread of COVID-19, in lieu of a public gathering, the meeting will be accessible via Zoom to all members of the public as permitted by Government Code section 54953(e).

Supervisor Federal D. Glover, Chair
Supervisor John Gioia, Vice Chair

Agenda Items:

Items may be taken out of order based on the business of the day and preference of the Committee

Present: Federal D. Glover, Chair
John Gioia, Vice Chair

Staff Present: John Kopchik, Director, Dept. of Conservation and Development;
Jody London, Sustainability Coordinator, Dept. of Conservation and Development;
Jason Crapo, Deputy Director, Dept. of Conservation and Development;
Alyson Greenlee, Economic Development Manager, Dept. of Conservation and Development;
Will Nelson, Principal Planner, Dept. of Conservation and Development;
Adam Scarbrough, Planner, Dept. of Conservation and Development;
Luz Gomez, Building Healthy Communities Manager, Dept. of Health Services;
Robert Sarmiento, Planner, Dept. of Conservation and Development;
Emily Groth, Climate Corps Fellow, Dept. of Conservation and Development;
Susan Parsa, Green Business Program Manager, Dept. of Health Services;
Brendan Havenar-Daughton, Energy Manager, Dept of Public Works;
Monica Nino, County Administrator,
Lara DeLaney, Senior Deputy, County Administrator's Office
Emily Warming, Dept. Health Services, Demian Hardman-Saldana, Senior Planner, Dept. of Conservation and Development;
Nicole Shimizu, Planner, Dept. of Conservation and Development

Attendees: Marti Roach, Jan Warren, Sunflower Alliance, Shoshana Wechsler, BlueGreen Alliance, Justine, Mike Moore, Betty Lobos, Chuck Leonard, Mike Coody, Randy Thomas, Will McGarvey, Fran Gibson, Sonia Bustamante, Lisa Jackson,

1. Introductions
2. Public comment on any item under the jurisdiction of the Committee and not on this agenda (speakers may be limited to three minutes).

One person requested clarification on how many opportunities there would be to provide public comment on the Just Transition Economic Revitalization Plan presentation and budget.

3. RECOMMEND that the Board of Supervisors AUTHORIZE the Director, Department of Conservation and Development, or designee, to submit Just Transition Economic Revitalization Plan Draft Grant Materials to the U.S. Department of Housing and Urban Development.

John Kopchik from the Department of Conservation and Development provided a brief overview of the County's next steps in receiving a \$750,000 grant from the U.S. Department of Housing and Urban Development (HUD) to fund a high-level Just Transition planning project. Kopchik requested direction on refining the scope of work for the Just Transition Economic Revitalization Plan (JTERP) and bringing the JTERP Draft Grant Materials to the Board of Supervisors. Given that the project scope provides a general description of the JTERP, Kopchick noted the federal government's recommendation for developing a flexible scope as the Board of Supervisors will later determine the exact direction of the project.

Kopchik also addressed several edits staff made to the JTERP Project Narrative prior to the Committee meeting. Several places in the document made reference to the targeted industry clusters identified in the Northern Waterfront Economic Development Initiative 2019 Strategic Action Plan and mistakenly listed "advanced transportation fuels" as one of the industry clusters. This language was changed to "advanced transportation technology," which includes zero-emission vehicles, batteries, and charging technology, to match the language in the Strategic Action Plan. The changes were made in three locations throughout the document. Kopchik noted that the JTERP covers areas beyond the Northern Waterfront and includes other industries related to the green energy economy. An updated version of the Project Narrative is attached.

The Committee requested that language be added to the Project Narrative that reflects the State's goal of shifting to a zero-emission transportation sector. Staff added this language in the description of industry sectors covered by the JTERP.

Alyson Greenlee, County Economic Development Manager, reviewed the Project Narrative and Budget. The three-page Project Narrative describes the long-range strategic planning process, the initiative's priority industry sectors, and the importance of the effort to frontline and impacted communities. The JTERP will include a study of the economic impacts of transitioning away from fossil fuels and specialized studies focused on land use, using lessons from regions experiencing a similar type of transition. Greenlee outlined the proposed activities on which the funds will be spent. These will include community engagement, particularly in disadvantaged communities; economic analysis of impacts on the current workforce and economy, in addition to workforce retraining opportunities; specialized studies, including environmental and land use analyses related to business attraction and retention in priority sectors; and staffing for 18 to 24 months. The result of these efforts will be a Just Transition Economic Revitalization Plan that will identify scalable projects to be implemented with other funding sources. Projects could include but are not limited to workforce development and training programs, programs to attract family-sustaining jobs, clean energy installations that benefit impacted neighborhoods, and community improvement.

The Committee clarified that the JTERP is a county-wide initiative not limited to the Northern Waterfront and supported staff's addition of language clarifying this scope. The Committee directed staff to add language to the Project Narrative about creating a stakeholder group, like a steering committee, with a list of the stakeholders involved in the Just Transition process, as discussed during previous Sustainability Committee meetings. Additionally, the Committee expressed a desire to include stipends for community members in the budget. An updated Project Narrative with the changes made during this Committee meeting is attached.

Public Comment:

Multiple members of the public expressed appreciation for the clarification regarding the "advanced transportation fuels" language and requested corrected versions be made available to the public. Questions and concerns arose regarding the role of biofuels during the transition and the environmental impact of renewable diesel. Suggestions on this topic included adding language to the Project Narrative about investigating the role of renewable biodiesel in the transition to a net-zero economy through special studies; clarifying whether new biofuel efforts will be supported in the Just Transition initiative; and not using public funds to support biofuels. Multiple members of the public expressed support for putting public funds towards technologies that will support a zero-emission future. To support this technology, members of the public suggested partnering with the local scientific community, pursuing algae biofuels and electrolytic hydrogen technology, and supporting STEM-related programs in schools in disadvantaged communities.

The Committee clarified that biofuels are an interim fuel according to the State's plans and the role of biofuels depends on sector. The Committee also clarified that the scientific community would be considered an academic group in the list of stakeholders that was added to the Project Narrative.

Other concerns included the national security impacts of transitioning away from fossil fuels and the pace at which the County is moving forward on economic development efforts, with a desire to support workers currently looking for jobs. Dominic Lucero from the Boilermakers Local 549 noted that the Boilermakers' apprenticeship program already has the infrastructure in place to prepare workers for high-skill, high-wage careers described in the Just Transition documents and suggested that efforts be made to ensure new infrastructure is built by Californians under project labor agreements. Suggestions for specific Just Transition projects included a controlled retreat from polluted shorelines and funding, training, and employment opportunities related to hazardous waste clean-up.

Members of the public expressed support for a transformational Just Transition process, submitting the materials shared during the meeting to HUD before the end of the year, and increased community engagement via a stakeholder group as part of the plan. Mike Moore expressed the Sustainability Commission's interest in continuing to support Just Transition work through the development of the JTERP, especially with community engagement activities. Josh Sonnenfeld from the BlueGreen Alliance expressed support for continued collaboration with the County on Just Transition planning, offered to share information and resources to guide the creation of the stakeholder group, and encouraged openness to additional economic sectors that could help with the transition. Justine Burt, project manager for the Richmond Green-Blue New Deal, offered to share information regarding the project's community engagement efforts. Members of the public suggested including faith leaders and local nonprofits in the stakeholder group, and 350 Contra Costa proposed creating a community board made up of representatives of community groups in addition to the stakeholder group. An additional public comment submitted via email is attached.

The Committee requested that the BlueGreen Alliance and County engage in more discussions to align initiatives. Additionally, the Committee provided some examples of current local and state efforts in transitioning away from liquid fuels and noted that the Committee will be spending more time discussing the specifics of community engagement efforts in the JTERP. After a discussion with Jody London and Will Nelson regarding the stakeholder lists included in the environmental justice policies of the draft updated General Plan, the Committee directed staff to make sure the stakeholder lists in this document and the JTERP Project Narrative are aligned and inclusive of all stakeholders.

The Committee unanimously approved the recommendation to bring Just Transition Economic Revitalization Plan Draft Grant Materials to the Board of Supervisors.

4. The next regular meeting of the Sustainability Committee is currently scheduled for November 28, 2022.
5. Adjourn

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For Additional Information Contact:

Jody London, Sustainability Coordinator
Phone: (925) 674-7871
Jody.London@dcd.cccounty.us

Project Narrative

Short Project Description:

The Just Transition Economic Revitalization Plan (Economic Revitalization Plan) Project is a long-term strategic planning process that will result in (1) a roadmap for workforce training and land uses changes to attract and accommodate businesses in the industry clusters identified in the Northern Waterfront Economic Development Initiative (the Initiative), and (2) an implementation strategy. The Economic Revitalization Plan will help Contra Costa County anticipate and plan for the transition from a historically petroleum-based economic sector to an economy that is driven by the industry clusters identified in the Initiative including advanced transportation fuels, biomedical/biotech, food processing, clean tech, and transportation technology.

As the home to four of the five oil refineries in the San Francisco Bay Area, Contra Costa County is at the forefront of a larger movement in California to revitalize our economy as we move away from fossil fuels during the shift to a zero-emission economy. Contra Costa County is home to 25 census tracts that the State of California considers “disadvantaged” using its CalEnviroScreen criteria. Many of these census tracts are clustered in areas near oil refineries and related industrial uses. The residents of these areas experience higher rates of asthma and other illnesses and have historically been underserved by our government at every level. Contra Costa County is committed to addressing this historic injustice and is looking for every opportunity to do so in this work by providing special attention to helping develop new opportunities for frontline and impacted communities, including soliciting meaningful input from these communities into the development of the Economic Revitalization Plan and improving the health and job opportunities for residents in these communities.

The Economic Revitalization Plan is a time-sensitive priority; in 2020, two of the four oil refineries in Contra Costa County submitted applications to manufacture renewable fuel in lieu of fossil fuels. Those applications were approved by the Board of Supervisors in May 2022. This will affect the entire industrial sector as many supply chain companies are in the county. To navigate this major shift in employment, revenue, and associated impacts, Contra Costa residents and workers as well as the County itself want to ensure that there are intentional workforce and land use transitions to support this monumental change. The intended use of Community Project Funding (CPF) grant is the long-term strategic planning process resulting in the Economic Revitalization Plan roadmap. Contra Costa County will support the remainder of the implementation strategy using existing County revenues, and/or seek additional grants or philanthropic contributions, not yet in hand.

Detailed Description of Intended Uses of CPF Grant:

The intended use of Community Project Funding (CPF) grant is the Just Transition Economic Revitalization Plan (Economic Revitalization Plan), a long-term strategic planning process resulting in a roadmap for workforce (re)training and land use changes to attract and accommodate businesses in the industry clusters identified in the Northern Waterfront Economic Development Initiative (the Initiative), as Contra Costa County transitions from its historically petroleum-based economic sector.

The Economic Revitalization Plan will help Contra Costa County anticipate and plan for the transition from a historically petroleum-based economic sector to an economy that is driven by the industry

clusters identified in the Initiative including advanced transportation fuels, biomedical/biotech, food processing, clean tech, and transportation technology.

Using lessons learned from similar types of regions in transition-- such as Diablo Canyon Nuclear Power Plant in San Luis Obispo County, California, and coal plants in Appalachia--the Economic Revitalization Plan will create a framework for a uniquely Contra Costa just transition program that incorporates the concerns expressed by frontline and impacted communities. The CPF grant will jumpstart this work.

The Economic Revitalization Plan will be aligned with and build on the County's existing visions in the Northern Waterfront Economic Development Initiative and the County's Envision 2040 General Plan update. It will provide special attention for developing new opportunities for frontline and impacted communities that realize economic, health, and other benefits. It will develop strategies to improve the health, safety, infrastructure, job opportunities, and revenue opportunities during the shift to a zero-emission economy. It will also respond to the County Board of Supervisors' declaration of a climate emergency.

The intended uses of this CPF grant—and the activities of the Economic Revitalization Plan—are to support a robust stakeholder engagement process, conduct specialized studies and economic analysis, and support county staff-- culminating in a Just Transition Economic Revitalization Plan, which is a roadmap to move forward with a just transition in Contra Costa County. This roadmap will include the workforce transitions needed to support this pivot, and the land use changes to attract and accommodate businesses in the industry clusters identified by the Northern Waterfront Economic Development Initiative, as the impacts trickle along the supply chain and existing workforce pipelines.

This is a plan to make Contra Costa the hub for production and employment in advanced transportation fuels, biomedical/biotech, food processing, clean tech, and transportation technology—with a trained workforce ready to go, and the land use needs of businesses met in industrial areas that were historically part of the petroleum-based economic sector that are now a long-term success in the transition to a zero-emission economy.

The detailed descriptions of the activities that are intended for the use of CPF funds are below:

1. **Community Engagement:**

The Economic Revitalization Plan will support a robust stakeholder engagement process. The communities closest to the refineries in Contra Costa County align with the State's disadvantaged communities map and are the intended main beneficiaries of the community revitalization planning effort in the Economic Revitalization Plan. The federal funds will be spent for community outreach and engagement (including meeting support services for translation, childcare, and community ambassadors) and will identify the Economic Revitalization Plan's implementation priorities.

2. **Economic Analysis:**

The transition of two major refineries to manufacture renewable fuel in lieu of fossil fuels will affect employees and all of Contra Costa County, which is home to significant off-site refinery-supporting industry and employment, and the shift to a zero-emission economy will have even greater impacts on jobs and revenues. The Economic Revitalization Plan will analyze impacts on the current workforce and economy and will identify more specific economic development

opportunities for the affected areas. It will also identify areas for retraining the current workforce for future high-wage jobs and training the frontline and impacted communities who will be seeking employment close to home for jobs that have long-term economic benefit and grow the local economy and tax base.

3. Specialized Studies:

The Economic Revitalization Plan will rely on additional specialized studies necessary to inform the planning and public engagement process, likely including but not limited to environmental studies, land use analysis, and analysis of similar efforts in other areas. The Economic Revitalization Plan's specialized studies will align with and build on existing priorities in the Northern Waterfront Economic Development Initiative and the County's Envision 2040 General Plan update to support this transition.

4. Staffing:

Developing the Economic Revitalization Plan will take an estimated 18-24 months. We anticipate the Economic Revitalization Plan will develop strategies that improve the health, safety, infrastructure, job opportunities, and revenue opportunities during the shift to a zero-emission economy. It will be of direct benefit in helping develop new opportunities for frontline and impacted communities that realize economy, health, and other benefits.

The outcome of this process is the Just Transition Economic Revitalization Plan, a long-term strategic planning process resulting in a roadmap for workforce (re)training and land use changes to support the economic transition that is unique to Contra Costa County.

Maximum Anticipated Scope of the Project:

The work of this project will continue beyond the usage of the CPF grant and will be sustained through the anticipated development of a detailed implementation strategy and the proposed hiring of an implementation coordinator to lead implementation of the Economic Revitalization Plan. Funding for this implementation phase of the project has not yet been identified.

The implementation strategy will identify scalable projects from the findings of the Economic Revitalization Plan's economic analysis, specialized studies, and community engagement process. The actual implementation priorities will be determined by the community engagement process. Examples of projects that could be part of the implementation strategy include but are not limited to:

- Workforce development: Partnerships to support workforce development training programs for the current workforce and frontline and impacted communities, including training opportunities in high schools and community colleges.
- Economic development: Programs to attract family-sustaining jobs consistent with the Economic Revitalization Plan and the Northern Waterfront Economic Development Initiative.
- Clean energy: Installations to benefit impacted neighborhoods and specified income levels in affected community areas.
- Community improvement: Park, trails, and playground upgrades in affected community areas.

Environmental review will commence after the Just Transition Economic Revitalization Plan is completed and the pilot implementation project is identified. The pilot project will be consistent with the adopted [Five Year Consolidated Plan](#) of the Contra Costa County HOME Consortium. The Department of

Conservation and Development at Contra Costa County has multiple in-house National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) experts and is highly qualified to conduct the environmental review.

The implementation strategy will commence after the Just Transition Economic Revitalization Plan is completed. Implementation will take an estimated 12-24 months.

Attachments

Attached are the **Standard Form SF-424** and the **Budget**.

(There are no lobbying activities in association with this award. The Standard Form SF-LLL Disclosure of Lobbying Activities has been reviewed and does not apply and has been omitted from these materials).

Just Transition Economic Revitalization Plan (Economic Revitalization Plan) Project Budget

Expense	Amount	Funding	Cost Type
Stakeholder Outreach/Meeting Support (Translators, Childcare, etc.)	\$150,000.00	Community Project Funding (CPF) Grant	Activity Delivery
Economic Analyses	\$200,000.00	Community Project Funding (CPF) Grant	Activity Delivery
Detailed Studies (Environmental, Other Specialized Subjects)	\$200,000.00	Community Project Funding (CPF) Grant	Activity Delivery
County Staffing	\$150,000.00	Community Project Funding (CPF) Grant	Activity Delivery
Administration	\$50,000.00	Community Project Funding (CPF) Grant	Administrative
Implementation Strategy	\$200,000.00	Non-CPF	Activity Delivery
Implementation Coordinator	\$125,000.00	Non-CPF	Activity Delivery
Predevelopment Costs; Construction, Renovation, and Rehabilitation Costs; Acquisition, Demolition, and Site Preparation; Architectural and Engineering Fees; Initial Set Asides for Revolving Loan Funds	\$625,000.00	Non-CPF	Activity Delivery
Administration	\$50,000.00	Non-CPF	Administrative

Just Transition Economic Revitalization Plan (JTERP) Project Budget

Row Labels	Sum of Amount
Community Project Funding (CPF) Grant	\$750,000.00
Administration	\$50,000.00
County Staffing	\$150,000.00
Detailed Studies (Environmental, Other Specialized Subjects)	\$200,000.00
Economic Analyses	\$200,000.00
Stakeholder Outreach/Meeting Support (Translators, Childcare, etc.)	\$150,000.00
Non-CPF	\$1,000,000.00
Administration	\$50,000.00
Implementation Coordinator	\$125,000.00
Implementation Strategy	\$200,000.00
Predevelopment Costs; Construction, Renovation, and Rehabilitation Costs; Acquisition, Demolition, and Site Preparation; Architectural and Engineering Fees; Initial Set Asides for Revolving Loan Funds?	\$625,000.00
Grand Total	\$1,750,000.00

Just Transition Economic Revitalization Plan (JTERP) Project Budget

Row Labels	Sum of Amount
Community Project Funding (CPF) Grant	\$750,000.00
Activity Delivery	\$700,000.00
Administrative	\$50,000.00
Non-CPF	\$1,000,000.00
Activity Delivery	\$950,000.00
Administrative	\$50,000.00
Grand Total	\$1,750,000.00

Project Narrative

Short Project Description:

The Just Transition Economic Revitalization Plan (Economic Revitalization Plan) Project is a long-term strategic planning process that will result in (1) a roadmap for workforce training and land uses changes to attract and accommodate businesses in the industry clusters identified in the Northern Waterfront Economic Development Initiative (the Initiative), and (2) an implementation strategy. The Economic Revitalization Plan will help Contra Costa County anticipate and plan for the transition from a historically petroleum-based economic sector to an economy that is driven by the industry clusters identified in the Initiative including advanced materials & diversified manufacturing, biomedical/biotech, food processing, clean tech, advanced transportation technology, and other sectors that support the green energy economy.

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As the home to four of the five oil refineries in the San Francisco Bay Area, Contra Costa County is at the forefront of a larger movement in California to revitalize our economy as we move away from fossil fuels during the shift to a zero-emission economy. Contra Costa County is home to 25 census tracts that the State of California considers “disadvantaged” using its CalEnviroScreen criteria. Many of these census tracts are clustered in areas near oil refineries and related industrial uses. The residents of these areas experience higher rates of asthma and other illnesses and have historically been underserved by our government at every level. Contra Costa County is committed to addressing this historic injustice and is looking for every opportunity to do so in this work by providing special attention to helping develop new opportunities for frontline and impacted communities, including soliciting meaningful input from these communities into the development of the Economic Revitalization Plan and improving the health and job opportunities for residents in these communities.

The Economic Revitalization Plan is a time-sensitive priority; in 2020, two of the four oil refineries in Contra Costa County submitted applications to manufacture renewable fuel in lieu of fossil fuels. Those applications were approved by the Board of Supervisors in May 2022. This will affect the entire industrial sector as many supply chain companies are in the county. To navigate this major shift in employment, revenue, and associated impacts, Contra Costa residents and workers as well as the County itself want to ensure that there are intentional workforce and land use transitions to support this monumental change. The intended use of Community Project Funding (CPF) grant is the long-term strategic planning process resulting in the Economic Revitalization Plan roadmap. Contra Costa County will support the remainder of the implementation strategy using existing County revenues, and/or seek additional grants or philanthropic contributions, not yet in hand.

Detailed Description of Intended Uses of CPF Grant:

The intended use of Community Project Funding (CPF) grant is the Just Transition Economic Revitalization Plan (Economic Revitalization Plan), a long-term strategic planning process resulting in a roadmap for workforce (re)training and land use changes to attract and accommodate businesses in the industry clusters identified in the Northern Waterfront Economic Development Initiative (the Initiative), as Contra Costa County transitions from its historically petroleum-based economic sector.

The Economic Revitalization Plan will help Contra Costa County anticipate and plan for the transition from a historically petroleum-based economic sector to an economy that is driven by the industry

clusters identified in the Initiative including advanced materials & diversified manufacturing, biomedical/biotech, food processing, clean tech, advanced transportation technology, and other sectors that support the green energy economy.

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Using lessons learned from similar types of regions in transition-- such as Diablo Canyon Nuclear Power Plant in San Luis Obispo County, California, and coal plants in Appalachia--the Economic Revitalization Plan will create a framework for a uniquely Contra Costa just transition program that incorporates the concerns expressed by frontline and impacted communities. The CPF grant will jumpstart this work.

The Economic Revitalization Plan will be aligned with and build on the County's existing visions in the Northern Waterfront Economic Development Initiative and the County's Envision 2040 General Plan update. It will provide special attention for developing new opportunities for frontline and impacted communities that realize economic, health, and other benefits. It will develop strategies to improve the health, safety, infrastructure, job opportunities, and revenue opportunities during the shift to a zero-emission economy. It will also respond to the County Board of Supervisors' declaration of a climate emergency.

The intended uses of this CPF grant—and the activities of the Economic Revitalization Plan—are to support a robust stakeholder engagement process, conduct specialized studies and economic analysis, and support county staff-- culminating in a Just Transition Economic Revitalization Plan, which is a roadmap to move forward with a just transition in Contra Costa County. This roadmap will include the workforce transitions needed to support this pivot, and the land use changes to attract and accommodate businesses in the industry clusters identified by the Northern Waterfront Economic Development Initiative, as the impacts trickle along the supply chain and existing workforce pipelines.

This is a plan to make Contra Costa the hub for production and employment in advanced materials & diversified manufacturing, biomedical/biotech, food processing, clean tech, advanced transportation technology, and other sectors that support the green energy economy—with a trained workforce ready to go, and the land use needs of businesses met in industrial areas that were historically part of the petroleum-based economic sector that are now a long-term success in the transition to a zero-emission economy.

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The detailed descriptions of the activities that are intended for the use of CPF funds are below:

1. **Community Engagement:**

The Economic Revitalization Plan will support a robust stakeholder engagement process. The communities closest to the refineries in Contra Costa County align with the State's disadvantaged communities map and are the intended main beneficiaries of the community revitalization planning effort in the Economic Revitalization Plan. The federal funds will be spent for community outreach and engagement (including meeting support services for translation, childcare, and community ambassadors) and will identify the Economic Revitalization Plan's implementation priorities.

2. **Economic Analysis:**

The transition of two major refineries to manufacture renewable fuel in lieu of fossil fuels will affect employees and all of Contra Costa County, which is home to significant off-site refinery-supporting industry and employment, and the shift to a zero-emission economy will have even

greater impacts on jobs and revenues. The Economic Revitalization Plan will analyze impacts on the current workforce and economy and will identify more specific economic development opportunities for the affected areas. It will also identify areas for retraining the current workforce for future high-wage jobs and training the frontline and impacted communities who will be seeking employment close to home for jobs that have long-term economic benefit and grow the local economy and tax base.

3. **Specialized Studies:**

The Economic Revitalization Plan will rely on additional specialized studies necessary to inform the planning and public engagement process, likely including but not limited to environmental studies, land use analysis, and analysis of similar efforts in other areas. The Economic Revitalization Plan's specialized studies will align with and build on existing priorities in the Northern Waterfront Economic Development Initiative and the County's Envision 2040 General Plan update to support this transition.

4. **Staffing:**

Developing the Economic Revitalization Plan will take an estimated 18-24 months. We anticipate the Economic Revitalization Plan will develop strategies that improve the health, safety, infrastructure, job opportunities, and revenue opportunities during the shift to a zero-emission economy. It will be of direct benefit in helping develop new opportunities for frontline and impacted communities that realize economy, health, and other benefits.

The outcome of this process is the Just Transition Economic Revitalization Plan, a long-term strategic planning process resulting in a roadmap for workforce (re)training and land use changes to support the economic transition that is unique to Contra Costa County.

Maximum Anticipated Scope of the Project:

The work of this project will continue beyond the usage of the CPF grant and will be sustained through the anticipated development of a detailed implementation strategy and the proposed hiring of an implementation coordinator to lead implementation of the Economic Revitalization Plan. Funding for this implementation phase of the project has not yet been identified.

The implementation strategy will identify scalable projects from the findings of the Economic Revitalization Plan's economic analysis, specialized studies, and community engagement process. The actual implementation priorities will be determined by the community engagement process. Examples of projects that could be part of the implementation strategy include but are not limited to:

- Workforce development: Partnerships to support workforce development training programs for the current workforce and frontline and impacted communities, including training opportunities in high schools and community colleges.
- Economic development: Programs to attract family-sustaining jobs consistent with the Economic Revitalization Plan and the Northern Waterfront Economic Development Initiative.
- Clean energy: Installations to benefit impacted neighborhoods and specified income levels in affected community areas.
- Community improvement: Park, trails, and playground upgrades in affected community areas.

Environmental review will commence after the Just Transition Economic Revitalization Plan is completed and the pilot implementation project is identified. The pilot project will be consistent with the adopted [Five Year Consolidated Plan](#) of the Contra Costa County HOME Consortium. The Department of Conservation and Development at Contra Costa County has multiple in-house National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) experts and is highly qualified to conduct the environmental review.

The implementation strategy will commence after the Just Transition Economic Revitalization Plan is completed. Implementation will take an estimated 12-24 months.

Attachments

Attached are the **Standard Form SF-424** and the **Budget**.

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development systems, education sector (junior college / County Office of Education) and academic partners.

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The transition of two major refineries to manufacture renewable fuel in lieu of fossil fuels will affect employees and all of Contra Costa County, which is home to significant off-site refinery-supporting industry and employment, and the shift to a zero-emission economy will have even greater impacts on jobs and revenues. The Economic Revitalization Plan will analyze impacts on the current workforce and economy and will identify more specific economic development opportunities for the affected areas. It will also identify areas for retraining the current workforce for future high-wage jobs and training the frontline and impacted communities who will be seeking employment close to home for jobs that have long-term economic benefit and grow the local economy and tax base.

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10-24-22

Dear Supervisors Glover and Gioia:

Here are my remarks from today for the public record:

My name is Marti Roach and I am with 350 Contra Costa Action. It is exciting that the County received \$750,000 to support Just Transition planning that also addresses the need for economic revitalization in climate friendly ways for our cities and the County.

I want to note four items that I think can be strengthened in this draft.

First, thanks for the clarification that alternative transportation fuels is not part of the Northern waterfront initiative. Still some language is unclear in the document as there is the implication in paragraph 3 that perhaps the new bio fuels efforts need to be supported in this JT effort. I hope that language can be cleaned up as you are saying that alternative transportation fuels is not a sector under consideration for economic revitalization.

Second, we have an opportunity to establish a strong community engagement structure into this process, not just town hall meetings at random. 350 Contra Costa Action asks that this scope include intent to establish a community board structure that will co-develop the strategy and provide support and oversight to implementation. This board should include community members, who should be compensated and representatives of community groups that are working on these issues in our County. This might fold into the Steering Committee recommended, but it might be good for there to be a separate place for more community voice. **I think that local non-profits working on these issues should be in the stakeholder steering committee Supervisor Gioia has put forward.**

Third, we need to move on economic development in our County now. Our northern waterfront initiative has sat for 7 years. Is it to go forward independent of this process? It is a good strategic plan. I would like to understand why we cannot build on some of the economic cluster ideas there and start to move on opportunity now, rather than lose two years. It was agreed that this grant would take on one chunk of JT planning, not try to do everything. Two more years of big picture planning is necessary? We have industry clusters and we have incredible timely opportunities to position the County and Cities for new industries including new post fossil fuel industries such as solar, batteries, and heat pumps. An avalanche of demand is coming for these technologies and government incentives as well. We should be exploring this now, not studying possibilities.

Fourth, the draft scope mentions more money is needed, It is vital that some of these funds be used to ensure we are securing additional funds. The NWEDI plan faltered in because there were no funds to move its ideas forward.

Thank you.

Marti Roach
350 Contra Costa Action
925-376-3853



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: RECOMMEND Adoption by the Board of Supervisors of Environmentally Preferable Purchasing Policy (Carrie Ricci, Cindy Shehorn, Department of Public Work

Submitted For: Brian M. Balbas, Public Works Director/Chief Engineer

Department: Public Works

Referral No.:

Referral Name: RECOMMEND Adoption by the Board of Supervisors of Environmentally Preferable Purchasing Policy (Carrie Ricci, Cindy Shehorn, Department of Public Works)

Presenter: Cindy Shehorn and Carrie Ricci, Department of Public Works

Contact: Cindy Shehorn, (925) 957-2495

Referral History:

At the August 1, 2019, Sustainability Committee meeting, the Committee received a presentation from the Departments of Public Works and Conservation and Development regarding Contra Costa County's sustainable purchasing practices. The report outlined many areas where Contra Costa County has initiated efforts to address climate and sustainability, including the Climate Action Plan, energy management, alternative fuel vehicles, as well as responsible purchasing of products used throughout the County.

The County's Procurement Manager discussed the Environmentally Preferable Purchasing Policy (EPP) which was adopted by the Board of Supervisors on April 15, 2008. The Sustainability Committee requested that the policy be reviewed and updated.

Referral Update:

The Public Works Purchasing Division staff have taken the following steps to develop the updated policy:

- Reviewed EPPs for other agencies including, Alameda County, City & County of San Francisco, San Bernardino County, Los Angeles County, and the cities of Berkeley and San Jose.
- Reviewed STOPWASTE'S Sustainable Procurement Policy Template and Model Policy template.
- Met with staff from Responsible Purchasing Network (RPN) and learned about resources such as RPN's Sustainable Procurement Playbook and looked for opportunities to incorporate best practices into the County EPP.
- Attended a Hazardous Materials Committee meeting in April 2022 and a Hazardous Materials Commission meeting in May 2022 to receive input on proposed policy wording regarding Per- and Polyfluoroalkyl Substances (PFAS) and the County's use of treated wood. The commission discussed these items at their June 2022 and sent proposed language to Purchasing staff. Suggested language has been added to the proposed new EPP.
- Received input from the Department of Information Technology and the following divisions within the Public Works Department: Design/Construction, Fleet Services, Capital Projects, Maintenance, Facilities, and Custodial.
- Met with the County's Sustainability Coordinator to receive input and revisions.
- Reviewed the draft Climate Action Plan (CAP) initiatives to ensure consistency between the CAP and EPP.

Recommendation(s)/Next Step(s):

RECOMMEND Adoption by the Board of Supervisors of Environmentally Preferable Purchasing Policy (Carrie Ricci, Cindy Shehorn, Department of Public Works)

Fiscal Impact (if any):

There is no fiscal impact at this time. Many of the initiatives in the new EPP are being implemented now. There will be fiscal impacts in emerging areas such as low carbon concrete and Senate Bill 1383 organic waste purchase and reuse as these initiatives move forward. The specific impacts are unknown at this time.

Attachments

DRAFT Environmentally Preferable Purchasing Policy

ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

November 2022

1.1 STATEMENT OF POLICY

It is the policy of Contra Costa County to:

- institute practices that reduce waste by increasing product efficiency and effectiveness,
- purchase environmentally preferable products and services that minimize environmental impacts, toxics, pollution, and hazards to worker and community safety to the greatest extent practicable, and
- purchase products that reduce greenhouse gas emissions in their production, shipping, use and discard; and
- purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, are lead and mercury free, and use sustainably harvested wood.

2.1 PURPOSE

This Policy is adopted in order to:

- conserve natural resources,
- minimize environmental impacts such as pollution and use of water and energy,
- eliminate or reduce toxics that create hazards to workers and our community,
- promote practices that improve public and worker health,
- support strong recycling markets,
- reduce materials that are landfilled,
- increase the use and availability of environmentally preferable products that protect the environment,
- identify environmentally preferable products and distribution systems,
- create a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals.

3.1 SOURCE REDUCTION

3.1.1 Contra Costa County shall institute practices that reduce waste, encourage reuse, and result in the purchase of fewer products whenever practicable and cost-effective.

3.1.2 Contra Costa County shall purchase remanufactured products such as toner cartridges, furniture, equipment, and automotive parts whenever practicable.

- 3.1.3 All Contra Costa County Purchasers shall consider short-term and long-term costs in comparing product alternatives, when feasible. This includes evaluation of total costs expected during the time a product is owned, including, but not limited to, acquisition, extended warranties, operation, supplies, maintenance, disposal costs and expected lifetime compared to other alternatives.
- 3.1.4 Purchase products that are durable, long lasting, reusable, or refillable are preferred whenever feasible.
- 3.1.5 Contra Costa County shall ensure that wherever possible specifications are developed to provide for the expanded use of environmentally preferable products.
- 3.1.6 Contra Costa County Request for Proposals will contain language requesting that vendors eliminate packaging or use the minimum amount necessary for product protection. Packaging that is reusable, recyclable, or compostable is preferred, when suitable programs exist. Vendors shall be encouraged to take back and reuse pallets and other shipping and packaging materials whenever feasible.
- 3.1.7 Contra Costa County shall consider provisions in contracts with suppliers that require suppliers to take back products for reuse or environmentally safe recycling when Contra Costa County discards or replaces such equipment, whenever practicable.
- 3.1.8 All documents shall be printed and copied on both sides to reduce the use and purchase of paper, whenever practical. County copiers will be installed with this feature enabled on those copiers where the feature is available.
- 3.1.9 Promote electronic distribution of documents rather than printing or copying.

3.2 RECYCLED CONTENT PRODUCTS

- 3.2.1 Copiers and printers purchased shall be compatible with the use of recycled content and remanufactured products. No equipment of this type will be purchased by the County with features that preclude the use of recycled or remanufactured supplies.
- 3.2.2 In accordance with California Public Contract Code, Sec. 10409, Contra Costa County shall purchase re-refined lubricating and industrial oil for use in its vehicles and other equipment, if it is readily available and certified by the American Petroleum Institute (API) as appropriate for use in such equipment.

3.2.3 When specifying asphalt concrete and aggregate base for road construction projects, Contra Costa County may use recycled or reground materials when practicable provided it meets material specifications. County staff will research the use of low carbon concrete for building construction projects.

3.2.3 In accordance with the Recovered Organic Waste Product and Recycled Paper Procurement Policy (Policy), County Departments are required to purchase paper products that consist of 30% post-consumer fiber, if fitness and quality are equal to that of non-recycled items. The Policy also requires the procurement of mulch, compost, renewable gas, or electricity procured from biomass conversion in compliance with Senate Bill 1383.

3.3 ENERGY AND WATER SAVINGS

3.3.1 Where applicable, energy-efficient equipment shall be purchased with the most up to date energy efficiency functions. This includes, but is not limited to, high efficiency space heating and cooling systems.

3.3.2 When practicable, Contra Costa County shall replace inefficient interior lighting with energy efficient equipment (LEDs), and replace halogen, incandescent, T-12, high pressure sodium and metal halide lighting with LEDs.

3.3.3 When practicable, Contra Costa County shall replace inefficient exterior lighting, street lighting and traffic signal lights with energy-efficient equipment. Exterior lighting shall be minimized where possible to avoid unnecessary lighting of architectural and landscape features while providing adequate illumination for safety and accessibility.

3.3.4 When considering electronic products Contra Costa County will include in its specifications that for products where U. S. EPA Energy Star certification is available, the products must meet the latest Energy Star certification standards. The County shall specify that desktop computers, notebooks and monitors purchased meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria designated as "required" as contained in the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. Computers should be set to "sleep setting" after 10 minutes of inactivity and go into a sleep mode after 15 minutes of inactivity.

3.3.5 Contra Costa County shall purchase and install all electric space and water heating, when appropriate for County facilities.

3.3.6 Contra Costa County shall purchase water-saving products whenever practicable. This includes, but is not limited to, high-performance fixtures like toilets, low-flow faucets and aerators, and upgraded irrigation systems.

3.4 GREEN BUILDING

- 3.4.1 All building and renovations undertaken by Contra Costa County shall follow Green Building Practices for design, construction, and operation, where appropriate, as described in the LEED™ Rating System.

3.5 LANDSCAPING

- 3.5.1 All landscape renovations, construction and maintenance performed by Contra Costa County, including workers and contractors providing landscaping services for Contra Costa County, shall employ water conservations methods and sustainable landscape management techniques for design, construction and maintenance whenever possible, including, but not limited to, integrated pest management, grasscycling, drip irrigation, and procure compost and mulch that is in compliance with Senate Bill 1383 and may give preference to those produced from regionally generated plant debris and/or food waste programs.
- 3.5.2 Plants should be selected to minimize waste by choosing species for purchase that are appropriate to the microclimate, species that can grow to their natural size in the space allotted them, and perennials rather than annuals for color. Native and drought-tolerant landscaping that require no or minimal watering once established are preferred.
- 3.5.3 Hardscapes and landscape structures constructed of recycled content materials are encouraged. Contra Costa County shall limit the amount of impervious surfaces in the landscape, wherever practicable. Permeable substitutes, such as permeable asphalt or pavers, are encouraged for walkways, patios, and driveways.

3.6 TOXICS AND POLLUTANTS

- 3.6.1 Contra Costa County shall purchase, use, and require custodial contractors to use certified non-toxic laundry, industrial and institutional cleaning products in non-aerosol containers that meet Green Seal certification standards for environmental preferability and performance to the extent that products are available.
- 3.6.2 To the extent practicable, Contra Costa County shall purchase, or require janitorial contractors to supply vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label" Testing Program - Vacuum Cleaner Criteria. As Contra Costa County replaces vacuums, new purchases will include vacuums that capture 99.97% of particulates or 0.3 microns in size and operate with a sound level less than 67dBA.
- 3.6.3 Custodial Services will use microfiber cleaning cloths that capture fine particulates using less wetting agents.

- 3.6.4 The use of chlorofluorocarbon and halon-containing refrigerants, solvents and other products shall be phased out and new purchases of heating/ventilating/air conditioning, refrigeration, insulation, and fire suppression systems shall not contain them.
- 3.6.5 All surfactants and detergents shall be readily biodegradable and, where practicable, shall not contain phosphates.
- 3.6.6 When maintaining buildings and landscapes, Contra Costa County shall manage pest problems through prevention and physical, mechanical, and biological controls in accordance with the Contra Costa County Integrated Pest Management (IPM) program which practices using the least toxic pest control as a last resort.
- 3.6.7 When maintaining buildings, Contra Costa County shall use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, and low or no formaldehyde when practicable when purchasing materials such as paint, carpeting, adhesives, furniture, and casework.
- 3.6.8 Contra Costa County shall reduce or eliminate its use of products that contribute to the formation of dioxins and furans. This includes, but is not limited to:
- Purchasing paper, paper products, and janitorial paper products that are in compliance with Senate Bill 1383 and are unbleached or that are processed without chlorine or chlorine derivatives, whenever possible.
 - Prohibiting purchase of products that use polyvinyl chloride (PVC) such as, but not limited to, office binders, furniture, flooring, and medical supplies whenever practicable.
- 3.6.9 Contra Costa County shall purchase products and equipment with no lead or mercury, whenever possible. For products that contain lead or mercury, Contra Costa County shall give preference to those products with lower quantities of these metals and to vendors with established lead and mercury recovery programs.
- 3.6.10 In accordance with Ordinance 2019-25 and Administrative Bulletin 543, Contra Costa County prohibits the sale of Polystyrene Food Service Ware and requires Food Vendors to use only Environmentally Friendly Food Service Ware. Lessees of County facilities, County contractors and County departments are required to use Environmentally Friendly Food Service Ware. Contra Costa County shall purchase products to the extent possible that do not contain perfluoroalkyl and polyfluoroalkyl substances (PFAS) that have been intentionally added to the product, or is at or above 100 parts per million, as measured in total organic fluorine, as determined by a third-party certification system.

- 3.6.11 All new and/or replacement vehicles shall be Zero-Emission Vehicles, unless otherwise approved by the County Administrator's Office in accordance with Contra Costa County Administrative Bulletin 508.6 County Vehicle and Equipment Acquisition and Replacement Policy, and Zero-Emission Vehicle Policy and Goals.

3.7 FOREST CONSERVATION

- 3.2.1 To the greatest extent practicable, Contra Costa County shall not procure wood products such as lumber and paper that originate from forests harvested in an environmentally unsustainable manner. To the extent practical, Contra Costa County shall purchase alternatives to treated wood in indoor and outdoor applications. If no practical alternatives to treated wood are available for an intended use, Contra Costa County shall purchase the least-toxic treated wood that meets the specifications of the intended use.
- 3.2.2 Contra Costa County encourages the purchase or use of previously used or salvaged wood and wood products whenever practicable.

3.3 BIO-BASED PRODUCTS

- 3.3.1 Vehicle fuels made from non-wood, plant-based contents such as vegetable oils are encouraged whenever practicable.
- 3.3.2 Paper, paper products and construction products made from non-wood, plant-based contents such as agricultural crops and residues are encouraged whenever practicable.
- 3.3.3 Bio-based plastic products that are biodegradable and compostable, such as bags, film, food and beverage containers, and cutlery, are encouraged whenever practicable.
- 3.3.4 Compostable plastic products purchased shall meet American Society for Testing and Materials (ASTM) standards as found in ASTM D6400-04. Biodegradable plastics used as coatings on paper and other compostable substrates shall meet ASTM D6868 standards.
- 3.3.5 Proof of compliance with ASTM standards for compostable, biodegradable, and degradable plastic products shall be provided by vendors of such products, upon request. One acceptable proof of compliance for compostable plastic products will be certification by the Biodegradable Products Institute (BPI).
- 3.3.6 Purchase products that minimize greenhouse gas emissions over the entire product lifecycle. When practical, Request life cycle product environmental impact data through Environmental Product Declarations (EPDs). Use EPD data among like products to identify and select options with lower life cycle impacts.

4.1 PRIORITIES

- 4.2 The health and safety of workers and citizens is of utmost importance and takes precedence over all other policies. Contra Costa County has made significant investments in developing a successful recycling system and recognizes that recycled content products are essential to the continuing viability of that recycling system and for the foundation of an environmentally sound production system. Therefore, to the greatest extent practicable, recycled content shall be included in products that also meet other specifications, such as chlorine free or biobased.
- 4.3 Nothing contained in this policy shall be construed as requiring a department, purchaser, or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time.
- 4.4 Nothing contained in this policy shall be construed as requiring Contra Costa County, department, purchaser, or contractor to take any action that conflicts with local, state, or federal requirements.

5.1 IMPLEMENTATION

- 5.2 The Director of Public Works, or designee, shall implement this policy in coordination with the County Administrator and appropriate County personnel.
- 5.3 As applicable, successful bidders shall certify in writing that the environmental attributes claimed in competitive bids are accurate. In compliance with State law, vendors shall be required to specify the minimum or actual percentage of recovered and post-consumer material in their products, even when such percentages are zero.
- 5.4 Upon request, buyers making the selection from competitive bids shall be able to provide justification for product choices that do not meet the environmentally preferable purchasing criteria in this policy.
- 5.5 Purchasers should include businesses certified by the Bay Area Green Business Program in requests for products and services.
- 5.6 Vendors, contractors, and grantees shall be encouraged to comply with applicable sections of this policy for products and services provided to the County, where practicable.

6.1 PROGRAM EVALUATION

- 6.2 The Director of Public Works or designee will be responsible for implementing this policy and shall evaluate the success of this policy's implementation every 3-years.

DEFINITIONS

"American Society for Testing and Materials" means ASTM International, an open forum for the development of high quality, market relevant international standards use around the globe.

"Bay Area Green Business Program" is a partnership of governments and businesses that certifies the environmental performance of government agencies and businesses.

"Bio-Based Products" means commercial or industrial products (other than food or feed) that utilize agricultural crops or residues, but does not include products made from forestry materials.

"Biodegradable plastic" means the degradation of the plastic must occur as a result of the action of naturally occurring microorganisms.

"Biodegradable Products Institute" (BPI) is a multi-stakeholder association of key individuals and groups from government, industry, and academia, which promotes the use, and recycling of biodegradable polymeric materials (via composting). BPI does not create standards but certifies products that demonstrate they meet the requirements in ASTM D6400 or D6868, based on testing in an approved laboratory.

"Buyer" means anyone authorized to purchase or contract for purchases on behalf of Contra Costa County or its subdivisions.

"The Carpet and Rug Institute" (CRI) is the national trade association representing the carpet and rug industry. CRI has developed and administered the "Green Label" indoor air quality testing and labeling program for carpet, adhesives, cushion materials and vacuum cleaners. The "Green Label Plus" testing program incorporates additional requirements to meet California's Collaborative for High Performance Schools low emitting materials criteria.

"Chlorine free" means products processed without chlorine or chlorine derivatives.

"Compostable plastic" means plastic that is biodegradable during composting to yield carbon dioxide, water and inorganic compounds and biomass, at a rate consistent with other known compostable materials and leaves no visually distinguishable or toxic residues.

"Contractor" means any person, group of persons, business, consultant, designing architect, association, partnership, corporation, supplier, vendor, or other entity that has a contract with Contra Costa County or serves in a subcontracting capacity with an entity having a contract with Contra Costa County for the provision of goods or services.

"Degradable plastic" means plastic that undergoes significant changes in its chemical structure under specific environmental conditions.

"Dioxins and furans" are a group of chemical compounds that are classified as persistent, bio-accumulative, and toxic by the U.S. Environmental Protection Agency (EPA).

"Energy Star" means the U.S. EPA's energy efficiency product labeling program.

"Energy Efficient Product" means a product that is in the upper 20% of energy efficiency for all similar products, or that is at least 10% more efficient than the minimum level that meets State of California efficiency standards and State Title 24.

"Environmentally Preferable Products and Services" means products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

"Electronic Product Environmental Assessment Tool" (EPEAT) is a procurement tool to help institutional purchasers in the public and private sectors evaluate, compare, and select desktop computers, notebooks and monitors based on their environmental attributes. Under EPEAT manufacturers declare their products' conformance to a comprehensive set of environmental criteria in 8 environmental performance categories. The operation of EPEAT and the environmental criteria are contained in the public standard IEEE 1680.

"Green Building Practices" means a whole-systems approach to the design, construction, and operation of buildings and structures that help mitigate the environmental, economic, and social impacts of construction, demolition, and renovation. Green Building Practices such as those described in the LEED™ Rating System, recognize the relationship between natural and built environments and seeks to minimize the use of energy, water, and other natural resources and provide a healthy productive environment.

"Green Seal" is an independent, non-profit environmental labeling organization. Green Seal standards for products and services meet the U.S. EPA's criteria for third-party certifiers. The Green Seal is a registered certification mark that may appear only on certified products.

"Integrated Pest Management (IPM)" is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties. Pesticides are used only after monitoring indicates they are needed according to established guidelines, and treatments are made with the goal of removing only the target organism. Pest control materials are selected and applied in a manner that minimizes risks to human health, beneficial and nontarget organisms, and the environment.

"LEED™ Rating System" means the most recent version of the Leadership in Energy and Environmental Design (LEED™) Commercial Green Building Rating System, or other related LEED™ Rating System, approved by the U.S. Green Building Council and designed for rating new and existing commercial, institutional, and high-rise residential buildings.

"Per- and Polyfluorinated Substances" (PFAS) means a group of chemicals used to make fluoropolymer coatings and products that resist heat, oil, stains, grease, and water. Fluoropolymer coatings can be in a variety of products.

"Post-consumer Material" means a finished material which would normally be disposed of as a solid waste, having reached its intended end-use and completed its life cycle as a consumer item, and does not include manufacturing or converting wastes.

"Practical" and "Practicable" mean whenever possible and compatible with local, state, and federal law, without reducing safety, quality, or effectiveness and where the product or service is available at a reasonable cost in a reasonable period of time.

"Pre-consumer Material" means material or by-products generated after manufacture of a product is completed but before the product reaches the end-use consumer. Pre-consumer material does not include mill and manufacturing trim, or scrap, which is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

"Recovered Material" means fragments of products or finished products of a manufacturing process, which has converted a resource into a commodity of real economic value, and includes pre-consumer and post-consumer material, but does not include excess resources of the manufacturing process.

"Recycled Content" means the percentage of Recovered Material, including pre-consumer and post-consumer materials, in a product.

"Recycled Content Standard" means the minimum level of recovered material and/or post-consumer material necessary for products to qualify as "recycled products."

"Recycled Product" means a product that meets Contra Costa County's recycled content policy objectives for post-consumer and recovered material.

"Remanufactured Product" means any product diverted from the supply of discarded materials by refurbishing and marketing said product without substantial change to its original form.

"Reused Product" means any product designed to be used many times for the same or other purposes without additional processing except for specific requirements such as cleaning, painting, or minor repairs.

“U.S. EPA Guidelines” means the Comprehensive Procurement Guidelines established by the U.S. Environmental Protection Agency for federal agency purchases as of May 2002, and any subsequent versions adopted.

“Water-Saving Products” are those that are in the upper 25% of water conservation for all similar products, or at least 10% more water conserving than the minimum level that meets the Federal standards.

“Zero-Emission Vehicles” include full battery-electric, hydrogen fuel cell, and plug-in hybrid-electric vehicles.

DRAFT



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in MCE's Electric Vehicle Charging Rebate Program

Submitted For: Jody London, Sustainability Coordinator

Department: Conservation & Development

Referral No.:

Referral Name: RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in MCE's Electric Vehicle Charging Rebate Program as recommended by the Public Works Director

Presenter: Jody London, DCD

Contact: Jody London (925)655-2815

Referral History:

The Sustainability Committee regularly receives updates on the County's work to convert its vehicle fleet to zero-emission vehicles.

Referral Update:

The attached memo provides an update on the use of the first tranche of the Sustainability Fund to install electric vehicle charging infrastructure at County facilities, and describes opportunities to leverage the Sustainability Fund with programs offered by MCE.

Recommendation(s)/Next Step(s):

RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in MCE's Electric Vehicle Charging Rebate Program, as recommended by the Public Works Director. (Brendan Havenar-Daughton, Department of Public Works)

Fiscal Impact (if any):

See attached memo.

Attachments

Staff Report re County Participation in MCE's Electric Vehicle Charging Rebate Program

MCE EV Charging Rebate Reservation Form

Attachment A: Non-Exhaustive List of Prioritized and Potential Project Sites

Presentation re Electric Vehicle Supply Equipment Deployment

Memo

Date: November 28, 2022

TO: Sustainability Committee

FROM: Brian M. Balbas, Public Works Director
By: Brendan Havenar-Daughton, Energy Manager

SUBJECT: RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in MCE's Electric Vehicle Charging Rebate Program as recommended by the Public Works Director.

WORK ORDER NO: WH385A

BACKGROUND: On November 5, 2018, the Ad Hoc Committee on Sustainability received an overview from the Public Works Department of the County's fleet of vehicles and equipment. The Committee directed staff to develop options for a more aggressive goal and strategy to convert all types of vehicles in the County fleet to electric, and to install the needed infrastructure.

On January 28, 2019 (Sustainability Committee meeting), staff was directed to develop an electric vehicle charging station installation plan to help advance greater implementation of electric vehicles in the County fleet.

In March 2021 the Board of Supervisors directed staff to develop recommendations for a Sustainability Fund that could be used to support investments in County facilities that further the County's environmental sustainability and climate change goals.

On July 26, 2021 (Sustainability Committee meeting), staff presented a summary of vehicle purchases, a list of existing and proposed EV chargers and draft revisions to Administrative Bulletin 507.9 and 508.5 (addressing EV charging, vehicle rental, purchasing and replacement).

Public Works staff is preparing project construction documents for the first sites listed in Attachment A and is requesting approval to participate in MCE's in Electric Vehicle Charging Rebate Program. The estimated number of ports (plugs) is listed for each site as well as the estimated incentive value from third party programs. Staff is requesting to apply for funding for all sites listed in Attachment A and for new sites added until 2025.

RECOMMENDATION(S)/NEXT STEP(S): APPROVE and AUTHORIZE County participation in MCE's Electric Vehicle Charging Rebate Program as recommended by the Public Works Director.

FISCAL IMPACT: No financial obligation or penalty associated with County participation. This program offers \$5,500 per Level 2 EV Charging port. MCE is also administering an incentive payment from the Contra Costa Transportation Authority via the MCE program which provides an additional \$2,000 per port for sites located in Impacted Communities. The total incentive available represents 25-75% of project installation cost depending on site conditions.

CONSEQUENCE OF NEGATIVE ACTION: The cost of County Electric Vehicle charging infrastructure projects would more than double and fewer sites would be served by EV charging stations.

Attachments:

1. MCE EV Charging Rebate Reservation Form_FY22_30 Muir Final Draft
2. Attachment A: Non-Exhaustive List of Prioritized and Potential Project Sites

WL:BHD:dt

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Attachments:

MCE EV Charging Program Rebate Reservation Form
Attachment A_Non-Exhaustive List of Prioritized and Potential Project Sites
MCE EV Charging Rebate Reservation Form_FY22_30 Muir_Final Draft

c: Brendan Havenar-Daughton, Energy Manager
Michele Wara, Executive Secretary



MCE EV CHARGING PROGRAM REBATE RESERVATION FORM

CUSTOMER'S AGREEMENT TO IMPLEMENT THEIR ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) PROJECT

CUSTOMER NAME _____ PROJECT SITE - STREET ADDRESS _____

PRIMARY PG&E ACCOUNT NUMBER (Required to be an MCE Customer) _____ CITY STATE ZIP CODE _____

CUSTOMER'S AVAILABLE BUDGET FOR EVSE PROJECT _____ TOTAL NUMBER OF PORTS DESIRED FOR PROJECT _____

____ Networked Level 1

____ Networked Level 2

PRIMARY POINT OF CONTACT:

Name	Title	Phone Number	Email Address
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ACCOUNTS PAYABLE/RECEIVABLE CONTACT IF CUSTOMER WANTS ELECTRONIC REBATE PAYMENT:

Name	Title	Phone Number	Email Address
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Electric Vehicle Service Equipment Project Components	Check below box to confirm component is part of Project
Project is triggered by compliance through building or reach codes. (If yes, please also state which component of the Project is going above these codes.)	
Project is at a workplace property.	
Project is at a multi-family housing property.	
Customer has their own electrician and has already completed a load study.	
Customer wants to utilize MCE's Technical Assistance Provider for load study, site assessment, and support with EVSE vendor selection.	
Project will pursue or has obtained additional external funding. (If confirmed, please also list the amount and source(s) of additional external funding.)	
Project will be available to the public.	
Customer will use an installer that has at least one (1) Electric Vehicle Infrastructure Training Program (EVITP)-certified electrician to complete the Project. (Only required for projects receiving additional CCTA rebate; see below.)	

Key Tasks for Electric Vehicle Service Equipment Project	Estimated Date
Approval of EVSE Project by Applicable Customer Decision Maker	
Load Study Completion	
Permit Application Submitted to City/Town	
Project Completion*	

**Projects completed after the estimated Project completion date cannot be guaranteed funding for rebates.*

EVs are only as clean as the electricity that powers them. Earn a Deep Green Bonus of \$500/Level 2 port and \$125/Level 1 port:

- I'm already a Deep Green customer.**
- OPT UP to Deep Green!** Power your charging stations with zero emission, 100% California Green-E certified renewable electricity with MCE's Deep Green service. By checking this box, I, as the authorized account holder/representative of the Primary PG&E Account Number listed above, authorize MCE to enroll my accounts associated with the aforementioned Project in Deep Green service upon charger activation and agree to the [Terms & Conditions of Deep Green service](#).

MCE offers additional programs and funding partnerships to help you reduce the Project cost and maximize EV charging utilization.

- Enroll in MCE's Low Carbon Fuel Standard ("LCFS") Program** Receive incentive payments for LCFS credits generated by your charging station. By checking this box, I acknowledge that I have checked one of the two Deep Green boxes above, and am authorized to transfer LCFS credits generated by the Project site listed above to MCE. Customers who wish to participate in MCE's LCFS Program must also complete MCE's LCFS Program Participation Agreement and Credit Designation Agreement.

- Enroll in MCE's free EV 101 education program for your employees and/or multi-family tenants.** Most Californians aren't informed about EVs, charging, and incentives despite EVs becoming more common. Help the desired users of your charging stations get the most out of this new asset. Receive free, tailored engagement (virtual or in-person) for your workplace and multi-family property around the basics of EVs, charging (including your stations), and how to maximize their incentives. By checking this box, MCE will follow-up with you on this service once you have an installation date scheduled and you – or someone on your team – would only be responsible for helping us select a day/time to maximize attendance and marketing this workshop to the desired attendees.
- Additional Rebate Through Transportation Authority of Marin ("TAM")** Marin County's government entities and public districts, including school districts and other special districts, are eligible for additional funding provided by TAM. The TAM rebate amount reimburses the installation and/or hardware costs of level 2 charging stations owned and/or operated by a Marin County government entity as described [here](#). **By checking this box, I certify that I am a government entity or public district (including federal, state or local school districts and other special districts) located in Marin County, agree to the terms and conditions for TAM's Electric Vehicle Supply Equipment Grant Program as described [here](#), consent to MCE sharing this Rebate Reservation form with TAM, and would like the additional funding provided by TAM.** MCE bears no responsibility or liability for the TAM Electric Vehicle Supply Equipment Grant Program.
- Additional Rebate Through Contra Costa Transportation Authority ("CCTA")** Contra Costa County offers a rebate to property owners installing EVSE. The CCTA rebate amount reimburses the hardware costs of Level 1 and/or Level 2 (high) charging stations at workplaces, long-dwell sites, and multi-family properties. **By checking this box, I certify that I am a property owner located in Contra Costa County, agree to the terms and conditions for CCTA's Charge Up Contra Costa EV Supply Equipment Rebate Program as described [here](#), consent to MCE sharing this Rebate Reservation form with CCTA, and would like the additional funding provided by CCTA.** MCE bears no responsibility or liability for the CCTA Electric Vehicle Supply Equipment Rebate Program.

	Rebate Amount Requested	Approved and Reserved (filled out by MCE)**
MCE EV Charging Rebate		
MCE Deep Green Bonus		
Additional Rebate through TAM		
Additional Rebate through CCTA		
Total Rebate Amount		

***MCE cannot guarantee rebate funds beyond what is reserved on this form. A final Project with less ports than expected will only receive rebates for installed ports, up to the amount reserved on this form.*

The Customer must accept the Terms and Conditions established and provided by MCE.

Due to the high demand for EVSE rebates, a customer must be able to display the Project's continuous progress toward completion. A customer who is not able to display the Project's continuous progress toward completion (including, but not limited to: permit application submission; securing contractor proposals; or Project inactivity for 30+ days) may lose their rebate reservation position unless an exception is granted in writing by MCE. If a customer loses their rebate reservation position for this reason, the customer may rejoin the reservation queue once progress toward completion continues. If complexities arise such that the Project requires more time for completion, please notify MCE in writing as soon as possible with a proposed completion schedule and a request for an exception. Before allocating the reserved rebate, MCE requires Project verification documents, including, but not limited to: (1) proof of purchase or invoice of qualified EVSE hardware, software, and installation; (2) proof that the EVSE is operational; and (3) proof that the EVSE is metered through an MCE account number.

I, the owner of this Project site, agree to use best efforts to implement my EVSE charging infrastructure Project as described in the components above. By signing below, I am confirming that I accept the Terms and Conditions of the MCE EV Charging Program.

CUSTOMER SIGNATURE

DATE

MCE PROGRAM CONTACT SIGNATURE

DATE

#	County Project Site	# of Charging Ports/Plugs (High Estimate)	MCE Program Incentive (Estimated) *capped at 20 ports	CCTA Incentive (administered by MCE Program, Estimated)	BAAQMD Incentive (Charge! Program, Estimated)	Tracking Notes
1	30 Muir Rd, Martinez, CA 94553	30	\$ 70,000	\$ 60,000	\$ 120,000	Proposed July 26, 2021 (Sust. Cmte.)
2	255 Glacier Dr, Martinez, CA 94553	8	\$ 28,000	\$ 16,000	\$ 32,000	Proposed July 26, 2021 (Sust. Cmte.)
3	2475 Waterbird Way, Martinez, CA 94553	6	\$ 21,000	\$ 12,000	\$ 24,000	Proposed July 26, 2021 (Sust. Cmte.)
4	50 Douglas Dr, Martinez, CA 94553	12	\$ 42,000	\$ 24,000	\$ 48,000	Proposed July 26, 2021 (Sust. Cmte.)
5	4545 Delta Fair Blvd, Antioch, CA 94509	12	Not Eligible	\$ 24,000	\$ 48,000	Proposed July 26, 2021 (Sust. Cmte.)
6	4549 Delta Fair Blvd, Antioch, CA 94509	10	Not Eligible	\$ 20,000	\$ 40,000	Proposed July 26, 2021 (Sust. Cmte.)
7	5555 Giant Hwy, Richmond, CA 94806	8	\$ 28,000	\$ 16,000	\$ 32,000	Proposed July 26, 2021 (Sust. Cmte.)
8	595 Center Ave, Martinez, CA 94553	8	\$ 28,000	\$ 16,000	\$ 32,000	Proposed July 26, 2021 (Sust. Cmte.)
9	597 Center Ave, Martinez, CA 94553	8	\$ 28,000	\$ 16,000	\$ 32,000	Proposed July 26, 2021 (Sust. Cmte.)
10	1960 Muir Rd, Martinez, CA 94553	8	\$ 28,000	\$ 16,000	\$ 32,000	Proposed July 26, 2021 (Sust. Cmte.)
11	202 Glacier Dr, Martinez, CA 94553	6	\$ 21,000	\$ 12,000	\$ 24,000	Proposed July 26, 2021 (Sust. Cmte.)
12	151 Linus Pauling Dr, Hercules, CA 94547	6	Not Eligible	Not Eligible	\$ 24,000	Proposed July 26, 2021 (Sust. Cmte.)
13	1305 Macdonald Ave, Richmond, CA 94801	10	\$ 35,000	\$ 20,000	\$ 40,000	Proposed July 26, 2021 (Sust. Cmte.)
14	2530 Arnold Dr, Martinez, CA 94553	8	\$ 28,000	\$ 16,000	\$ 32,000	Proposed July 26, 2021 (Sust. Cmte.)
15	4800 Imhoff Pl, Martinez, CA 94553	4	\$ 14,000	\$ 8,000	\$ 16,000	Proposed July 26, 2021 (Sust. Cmte.)
16	1650 Cavallo Rd Antioch, CA 94509	4	\$ 14,000	\$ 8,000	\$ 16,000	Proposed July 26, 2021 (Sust. Cmte.)
17	2600 Stanwell Dr. Concord, CA 94520	4	\$ 14,000	\$ 8,000	\$ 16,000	Added to EV Charging Opportunity List 2022
18	2500 Alhambra Ave, Martinez 94553	4	\$ 14,000	\$ 8,000	\$ 16,000	Added to EV Charging Opportunity List 2022
19	847 Brookside, Richmond 94801	4	\$ 14,000	\$ 8,000	\$ 16,000	Added to EV Charging Opportunity List 2022
20	2047 Arnold Industrial Way, Concord 94520	4	\$ 14,000	\$ 8,000	\$ 16,000	Added to EV Charging Opportunity List 2022
21	4061 Port Chicago Hwy, Concord 94520	4	\$ 14,000	\$ 8,000	\$ 16,000	Added to EV Charging Opportunity List 2022
22	2500 Bates Ave. Concord, CA 94520	6	\$ 21,000	\$ 12,000	\$ 24,000	Added to EV Charging Opportunity List 2022
23	2731 Systron Dr. Concord, CA 94518	6	\$ 21,000	\$ 12,000	\$ 24,000	Added to EV Charging Opportunity List 2022
24	30 Douglas, Martinez 94553	6	\$ 21,000	\$ 12,000	\$ 24,000	Added to EV Charging Opportunity List 2022
25	40 Douglas, Martinez 94553	6	\$ 21,000	\$ 12,000	\$ 24,000	Added to EV Charging Opportunity List 2022
26	2467 Waterbird Way, Martinez, CA 94553	4	\$ 14,000	\$ 8,000	\$ 16,000	Added to EV Charging Opportunity List 2022
27	550 Sally Ride Dr, Concord, CA 94520	8	\$ 28,000	\$ 16,000	\$ 32,000	Added to EV Charging Opportunity List 2022
28	10 Douglas Dr , Martinez, CA 94553	6	\$ 21,000	\$ 12,000	\$ 24,000	Added to EV Charging Opportunity List 2022
Total (estimate)			\$ 602,000	\$ 408,000	\$ 840,000	

Electric Vehicle Charging Stations

November 2022 Project Update



Presented by: Brendan Havenar-Daughton, Energy Manager
Capital Projects Management, Public Works
Brendan.Havenar-Daughton@pw.cccounty.us

Presented to: Sustainability Committee Nov. 28, 2022

Current Progress and Next Steps

- ▶ First Project: 30 Muir Rd, Martinez, CA 94553
 - ▶ Feasibility study complete - Approx. 15 chargers, 30 ports
 - ▶ Construction Documents underway
 - ▶ Exploring use of Job Order Contractor for installation
 - ▶ Expected install date Q2 2023
- ▶ Next Set of Projects:
 - ▶ Load study will be completed by end of calendar year
 - ▶ Construction Design Documents Completed in Q1 2023

255 Glacier Dr, Martinez, CA 94553
50 Douglas Dr, Martinez, CA 94553
2475 Waterbird Way, Martinez, CA 94553
4545 Delta Fair Blvd, Antioch, CA 94509
4549 Delta Fair Blvd, Antioch, CA 94509



Electric Vehicle Charging Stations Funding Summary - (Owned Facilities)

All figures are ROM estimates and subject to change

Staging Order	Address (Bolded = Board Approved Priority)	# of Level 2 Ports (active plugs)	Total External Funding Available	Measure X Funding (NET)	Net Cost Per Port
1	30 Muir Rd, Martinez, CA 94553	30	\$230,000	\$310,000	\$10,333
2	255 Glacier Dr, Martinez, CA 94553	8	\$76,000	\$58,000	\$7,250
3	50 Douglas Dr, Martinez, CA 94553	12	\$114,000	\$92,000	\$7,667
4	2475 Waterbird Way, Martinez, CA 94553	6	\$57,000	\$51,000	\$8,500
5	4545 Delta Fair Blvd, Antioch, CA 94509	12	\$72,000	\$134,000	\$11,167
6	4549 Delta Fair Blvd, Antioch, CA 94509	10	\$60,000	\$120,000	\$12,000
7	595 Center Ave, Martinez, CA 94553	8	\$76,000	\$58,000	\$7,250
8	597 Center Ave, Martinez, CA 94553	8	\$76,000	\$68,000	\$8,500
9	5555 Giant Hwy, Richmond, CA 94806	8	\$76,000	\$68,000	\$8,500
10	1960 Muir Rd, Martinez, CA 94553	8	\$76,000	\$58,000	\$7,250
11	202 Glacier Dr, Martinez, CA 94553	6	\$57,000	\$41,000	\$6,833
12	151 Linus Pauling Dr, Hercules, CA 94547	6	\$24,000	\$74,000	\$12,333
13	1305 Macdonald Ave, Richmond, CA 94801	10	\$95,000	\$85,000	\$8,500
14	2530 Arnold Dr, Martinez, CA 94553	8	\$76,000	\$68,000	\$8,500
15	4800 Imhoff Pl, Martinez, CA 94553	4	\$38,000	\$34,000	\$8,500
16	1650 Cavallo Rd Antioch	4	\$16,000	\$56,000	\$14,000
17	2500 Alhambra Ave, Martinez 94553	4	\$38,000	\$34,000	\$8,500
18	847 Brookside, Richmond 94801	4	\$38,000	\$34,000	\$8,500
19	2047 Arnold Industrial Way, Concord 94520	4	\$38,000	\$34,000	\$8,500
20	4061 Port Chicago Hwy, Concord 94520	4	\$38,000	\$34,000	\$8,500
21	30 Douglas, Martinez 94553	8	\$76,000	\$68,000	\$8,500
22	40 Douglas, Martinez 94553	8	\$76,000	\$68,000	\$8,500
23	2467 Waterbird Way, Martinez, CA 94553	4	\$38,000	\$34,000	\$8,500
24	550 Sally Ride Dr, Concord, CA 94520	8	\$76,000	\$58,000	\$7,250
25	10 Douglas Dr, Martinez, CA 94553	6	\$57,000	\$41,000	\$6,833
TOTALS		214	\$1,846,000	\$1,780,000	\$8,827

- Notes:**
- Bolded sites are prioritized
 - # of Ports are high estimates
 - External Funding is sourced from three entities (MCE, CCTA, BAAQMD)
 - Total gross cost per port is conservatively estimated at \$18K
 - Staging Order accounts for fleet size and existing conduit at each site
 - Measure X allocation leave \$720K for internal costs (29% of total \$2.5M budget)



Electric Vehicle Charging Stations Funding Summary (Leased Facilities)

All FIGURES ARE ROM ESTIMATES AND SUBJECT TO CHANGE					
Staging Order	Address (Bolded = Board Approved Priority)	# of Level 2 Ports (active plugs)	Total External Funding Available	Departmental Funding (Net)	Net Cost Per Port
26	2500 Bates Ave. Concord, CA 94520	6	\$57,000	\$51,000	\$8,500
27	2731 Systron Dr. Concord, CA 94518	6	\$57,000	\$51,000	\$8,500
28	2600 Stanwell Dr. Concord, CA 94520	4	\$38,000	\$34,000	\$8,500
	TOTALS	16	\$152,000	\$136,000	\$8,500

Notes:

- County lease-types are diverse, as are landlord preferences, requiring a custom approach to each project
- Departments increasingly express interest in EV charging stations at leased facilities



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in the BAAQMD EV Rebate Program

Submitted For: Brian M. Balbas, Public Works Director/Chief Engineer

Department: Public Works

Referral No.:

Referral Name: RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in the Bay Area Air Quality Management District's Electric Vehicle Charging Rebate Program, as recommended by the Public Works Director

Presenter: Brendan Havenar-Daughton, Public Works

Contact: Brendan Havenar-Daughton, Public Works (925) 957-2473

Referral History:

The Sustainability Committee regularly receives updates on the County's work to convert its vehicle fleet to zero-emission vehicles.

Referral Update:

The attached memo provides an update on the use of the first tranche of the Sustainability Fund to install electric vehicle charging infrastructure at County facilities, and describes opportunities to leverage the Sustainability Fund with programs offered by the Bay Area Air Quality Management District.

Recommendation(s)/Next Step(s):

RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in the Bay Area Air Quality Management District's Electric Vehicle Charging Rebate Program, as recommended by the Public Works Director.

Fiscal Impact (if any):

See attached memo.

Attachments

Memo re County Participation in BAAQMD EV Charging Rebate Program
2023 Charge Program Fluxx Online Application Fields

Memo

Date: November 28, 2022

TO: Sustainability Committee

FROM: Brian M. Balbas, Public Works Director
By: Brendan Havenar-Daughton, Energy Manager

SUBJECT: RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE County participation in the Bay Area Air Quality Management District's Electric Vehicle Charging Rebate Program, as recommended by the Public Works Director.

WORK ORDER NO: WH385A

BACKGROUND: On November 5, 2018, the Ad Hoc Committee on Sustainability received an overview from the Public Works Department of the County's fleet of vehicles and equipment. The Committee directed staff to develop options for a more aggressive goal and strategy to convert all types of vehicles in the County fleet to electric, and to install the needed infrastructure.

On January 28, 2019 (Sustainability Committee meeting), staff was directed to develop an electric vehicle charging station installation plan to help advance greater implementation of electric vehicles in the County fleet.

In March 2021 the Board of Supervisors directed staff to develop recommendations for a Sustainability Fund that could be used to support investments in County facilities that further the County's environmental sustainability and climate change goals.

On July 26, 2021 (Sustainability Committee meeting), staff presented a summary of vehicle purchases, a list of existing and proposed EV chargers and draft revisions to Administrative Bulletin 507.9 and 508.5 (addressing EV charging, vehicle rental, purchasing and replacement).

Public Works staff is preparing project construction documents for the first sites listed in Attachment A and is requesting approval to participate in BAAQMD's in Electric Vehicle Charging Rebate Program (aka Charge! Program). The estimated number of ports (plugs) is listed for each site as well as the estimated incentive value from third party programs. Staff is requesting to apply for funding for all sites listed in Attachment A and for new sites added until 2025.

RECOMMENDATION(S)/NEXT STEP(S): APPROVE and AUTHORIZE County participation in the Bay Area Air Quality Management District's Electric Vehicle Charging Rebate Program as recommended by the Public Works Director.

FISCAL IMPACT: No financial obligation or penalty associated with county participation. This program offers \$4,000 per Level 2 EV Charging port. The total incentive available represents 25-50% of project installation cost depending on site conditions.

CONSEQUENCE OF NEGATIVE ACTION: The cost of County Electric Vehicle charging infrastructure projects would more than double and fewer sites would be served by EV charging stations.

Attachments:

1. 2023 Charge Program Fluxx Online Application Fields
2. Attachment A: Non-Exhaustive List of Prioritized and Potential Project Sites

WL:BHD:dt
\\PW-DATA\grpdata\Capital Projects\CPMShare\Shared\Brendan Havenar-Daughton\Board of Supervisors\BOARD\Board Orders\December 6_2022\BAAQMD

Attachments:

2023 Charge Program Fluxx Online Application Fields
Attachment A_Non-Exhaustive List of Prioritized and Potential Project Sites

c: Brendan Havenar-Daughton, Energy Manager
Michele Wara, Executive Secretary

- INFORMATION
- Charged Profile
- Clean Club for Me
- Charge Program
- PEOPLE (0)
- User Profile (0)
- ORGANIZATIONS
- Organization Profile
- APPLICATIONS
- Draft Applications
- Submitted Applications
- Information Requested
- Closed Applications
- GRANTS
- Active
- Closed
- REPORTS
- Reports Due
- Submitted Reports
- Information Requested
- PAYMENTS
- Grant Payments

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Eligibility Questions

The **FYE 2023 Charge! Program Guidance** provides important information regarding Charge! program requirements, the application process and evaluation criteria, and Grantee/Project Sponsor administrative requirements. [Click here to view sample application documents.](#)

Please read this guidance completely before filling out an application. Incomplete applications may be rejected and/or ranked lower. Any questions or comments can be submitted to dfung@baaqmd.gov.

[Click here to view the FYE 2023 Charge! Program Guidance.](#)

Eligibility Questions

Are you representing a business, non-profit or a public agency?

Are you requesting a grant for equipment that has already been purchased and/or installed?

Are all of your proposed charging station locations within the Air District's jurisdiction?

The Air District's jurisdiction includes the nine counties that surround the San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties. [View this map](#) and click the magnifying glass to search for specific addresses.

Are any of the proposed charging stations required to be installed as a result of regulation, settlement, city ordinance or any other requirement?

You are eligible for the Charge! Program and may begin filling out your application below.

Make sure you enter your Organization Name before clicking the "Save" button, which is located in the bottom right corner. You may resume editing your application later.

Project Sponsor Information

If this is your organization's first time applying to the Charge! Program, click the "Add New" button, located to the right of the "Organization Name" field to add a new organization profile to your user account.

If your organization has applied to the Charge! Program before, start typing the name in the "Organization Name" field and select it from the drop-down menu.

The **Primary Contact** will receive all future communications and is responsible for managing the project and submitting future reports and reimbursement requests.

The **Authorized Signatory** is the person who has the authority to sign contracts on behalf of the organization.

Organization Name [Add New](#)

Location

Primary Contact

Authorized Signatory

Are you representing a business or non-profit organization?

Are you representing a public agency?

Is your project exclusively at multi-family housing sites?

Will your organization own the funded equipment?

Will your organization install the funded equipment?

Will your organization operate the funded equipment?

Qualifications

Is your organization a local business?

Is your organization a Certified Green Business?

Is your organization a Minority Business Enterprise?

Is your organization a Women's Business Enterprise?

Project Budget

Please enter the estimated total project costs for your project.

Estimated Total Project Cost

In this section, you are required to list all matching funds to support the project. Matching funds are funding sources (outside of Charge! Program funding) that will be used to pay for all project-related costs.

To add a matching fund, click on the (+) button to the right. You may add multiple matching funds.

Matching Funds (+)

Project Information

Have you started any work on the charging station project (e.g., contracted with vendors, broken ground)?

How many months will it take for your project installation to be completed?

Facility Information

In this section, you are required to add information related to each facility in your project. Information includes the facility address, facility type (Workplace, Destination, Transit Parking, Transportation Corridor or Multi-Family Housing), charger configurations, plus-up funding requested, and key documents. Click on the (+) icon to the right to add a new facility. You may add multiple facilities.

Facilities (+)

Amount Requested

Total grant funding amount requested for your project.

Funding Charts

Award amount for each charger-type and key charger requirements for projects located at transit parking, multi-family housing, workplaces, transportation corridors and destination facilities:

BASE FUNDING					
Charging Station Type	Level 1	Level 2 (low)	Level 2 (high)	DC Fast	
Active Connector Output Rating*	1.4 kW	3.3 – 6.6 kW	6.6+ kW	50 - 149.99 kW	150+ kW
Base Funding Per Active Connector	\$1,500	\$2,500	\$4,000	\$25,000	\$35,000
PLUS-UP FUNDING					
The Charge! Program also offers Plus-Up funding, on top of base funding, for projects who meet one or more of the following:					
Priority Population Areas **	\$500	\$1,000	\$1,500	\$10,000	\$10,000
Multi-Family Housing	\$500	\$1,000	\$1,500	-	-
Maximum Funding Per Active Connector, including all Plus-Up Funding	\$2,900	\$4,500	\$7,000	\$35,000	\$45,000

* Each active connector must be able to simultaneously maintain the stated level of kW output. ** Designated areas eligible to receive this plus-up are subject to change.

Please refer to page 6 in the Charge! Program Guidance for more details.

Application Documents

Upload project documents here, including the required Form W-9 and Authority to Apply. You may also upload Other Documents, such as the overall project proposal, letters of support, and other documents that were not uploaded to the Facility Information Form(s). To upload a supporting document, click on the (+) icon. You must clearly label each document.

Form W-9: Attach your organization's Form W9. The name on the form must match your application organization name that you're applying on behalf of.

Form W-9 (+)

Authority to Apply and Implement Project: A signed letter of commitment (click here for template) from the applicant's representative with authority (e.g. Chief Executive or Financial Officer, Executive Director, or City Manager; or a signed resolution from the governing body (e.g. City Council, Board of Supervisors, or Board of Directors).

Authorization to Apply (+)

Upload any other supporting documents below:

Other Document (+)

Application Documents (+)

Application Certification

By submitting this application online, I agree to the below statements and certify that to the best of my knowledge, the information contained in this application and in any documentation accompanying this application or submitted in furtherance of this application is true and accurate. Also, I understand that any misstatements or omissions of material facts may disqualify this application and any monies awarded based on it.

The applicant entity I represent has read, understood, and agrees to comply with the requirements listed in the Charge! Program Guidance.

This application is for evaluation purposes only and does not guarantee project funding.

The applicant entity I represent agrees to operate and maintain all charging stations until the usage requirements have been met and for a minimum of 3 years from the date that the equipment is placed into service.

The proposed project and the emissions reductions that would be realized from it are not required by any federal, state or local regulation, judicial order, agreement, memorandum of understanding, contract, mitigation requirement, or other binding obligation that requires the project applicant to implement any portion of the project that would be funded by the Air District.

The applicant entity I represent is in compliance and will remain in compliance with all applicable federal, state, and local air quality rules and regulations, as well as building codes and ordinances (e.g., CALGreen).

The applicant entity I represent agrees to submit Semi-annual Progress Reports until the station is put into service and Annual Monitoring Reports on an annual basis for the duration of the project to report, at a minimum, electricity dispensed, proof of insurance, cost to use the station(s), and charging station uptime.

The applicant entity I represent will allow Air District staff or its designee to inspect all charging station(s) and to audit program records.

Should the project sponsor fail to meet any of the Program requirements, the award may be cancelled and forfeited; this potentially would require reimbursement of a pro-rated amount of the award.

I have the legal authority to apply for funding on behalf of the applicant entity and that I am authorized to sign this application on behalf of applicant.

I have read, understood, and agree to comply with the above terms for the Charge! Page 54 of 100

I understand that if any information or required documents are missing, that my application may be ranked lower or disqualified from the application review process.

Applicant Name*

Date*

When you have finished filling out the application, click the [Save] button. Please review your answers before clicking the [Submit] button.

Add a Matching Funds



Please provide all funding sources for your project.

Source Name

Source Type

Amount

Status

Save

Bay Area Air Quality Management District
Facility ID#: ,

Facility Location

Facility Street Address

Facility Street Address 2 (Suite, Unit, etc.)

Facility City

Facility County

Facility Zip Code

Facility Information

Facility Type

Priority Population Areas Plus Up

Check if your facility address is located in a Priority Population Area, using [CARB's Priority Population Investments 4.0 web map tool](#). Charging stations installed in PPAs are eligible to receive plus up funding.

Level 1, Level 2 Low, Level 2 High and DC Fast charging stations are eligible for \$500, \$1,000, \$1,500 and \$10,000 in [Priority Population Area Plus Up](#) funding, respectively.

Is this facility located in a CARB Priority Population Area?

Does the Project Sponsor own the property?

Please indicate the total number of parking spaces at this facility

Does this facility host additional existing or planned renewable energy technologies that would supply energy to the proposed charging station(s) (e.g., solar, wind, hydro-electric)?

Provide a list of activity centers this facility serves

Save

Charging Station Information

In this section, you are required to add the charging station quantity, type (Level 1, Level 2 [low], Level 2 [high], and DC Fast), make, and model that will be installed at this facility.

Click the plus (+) button on the right to add a Charging Station type.

Charging Station Type



Are all of the proposed chargers at this facility accessible to the public?

How many days per week will the charging station(s) at this facility be available for use?

How many hours per day will the charging station(s) at this facility be available for use?

Additional Comments or Clarification

Add a Charging Station Type



Charger Type

An active connector is defined as the plug that connects a charging station to an electric vehicle and provides power to charge its battery. The number of active connectors on a site is equivalent to the maximum number of vehicles that can be charging simultaneously.

Please keep in mind that charging stations that have multiple connectors, but can only charge one vehicle at a time is considered to be one active connector. The charger type is the kilowatt output of each active connector and is used to determine the project's eligible funding level.

Active Connector Quantity

Charger Make

Charger Model

HISTORY



[Show History](#)

Save



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: APPROVE and AUTHORIZE Public Works Director to execute Battery Services Agreement and Savings Guarantee Agreement with Total Energies

Submitted For: Brian M. Balbas, Public Works Director/Chief Engineer

Department: Public Works

Referral No.:

Referral Name: APPROVE and AUTHORIZE Public Works Director to execute Battery Services Agreement and Savings Guarantee Agreement with Total Energies

Presenter: Brendan Havenar-Daughton, Department of Public Works **Contact:** Brendan Havenar-Daughton, Department of Public Works (925) 957-2473

Referral History:

On July 10, 2018 the BOS approved Public Works Distributed Energy Resources (DER) plan which included permission to issue an RFQ to select a solar partner to install PV systems under a Power Purchase Agreement in accordance with California Contracting Code 4217. Through the RFQ process, Public Works selected SunPower Corporation (now DBA Total Energies).

Referral Update:

In June 2019, the BOS approved and authorized the Public Works Director, or designee, to execute ten Power Purchase Agreements with Solar Star Co Co 1 (Sun Power) and three Battery Services Agreements for energy storage system services. In March 2020, the BOS approved and authorized the Public Works Director, or designee, to execute a Letter of Intent (LOI) with SunPower Corporation Systems. The LOI allowed SunPower to submit applications to the California Energy Commission for Equity-Self Generation Implementation Program (E-SGIP) rebates to fund the installation of energy storage systems at County-owned facilities at no cost to the County.

This Battery Energy Storage project at the West County Detention Facility is covered in the LOI with Sun Power. SunPower (now TotalEnergies) secured a \$1.8-million-dollar program incentive grant through the CPUC-funded Self-Generation Incentive Program (SGIP) for a battery storage system and EV chargers for the WCDF. Public Works staff is proposing to tie the battery storage into the existing 900kW solar system on site and provide (dedicated) resiliency back-up power to EV charging infrastructure to be included in project installation. This decision would allow for extended use of the EV Chargers in the event of electric grid outages (up to an estimated 500 hours of charging). The program incentive would be signed over to Total-Energies and will cover all of the cost of the battery storage system, EV chargers, installation.

Recommendation(s)/Next Step(s):

RECOMMEND APPROVAL by the Board of Supervisor and AUTHORIZE Public Works Director to execute Battery Services Agreement and Savings Guarantee Agreement with Total Energies Distributed Generation USA, LLC in conjunction with the Battery Energy Storage System proposed for the West County Detention Facility. (Brendan Havenar-Daughton, Department of Public Works)

Fiscal Impact (if any):

The equipment and labor costs for battery installation are fully covered by the Self-Generation Incentive Program. The project will generate \$85,000 in guaranteed annual savings for a period of ten years. The County will incur a cost of \$25,000 per year to cover maintenance and operation services provided by Total Energies for a period of ten years. The annual net savings to the County will be \$60,000. EV charging infrastructure included in the project offers the potential for additional revenue generation.

Attachments

Memo re Battery Services Agreement and Savings Guarantee Agreement

Savings Guarantee Agreement

Battery Services Agreement

Memo

Date: November 28, 2022

TO: Sustainability Committee

FROM: Brian M. Balbas, Public Works Director
By: Brendan Havenar-Daughton, Energy Manager

SUBJECT: RECOMMEND APPROVAL by the Board of Supervisors and AUTHORIZE Public Works Director to execute Battery Services Agreement and Savings Guarantee Agreement with Total Energies Distributed Generation USA, LLC in conjunction with the Battery Energy Storage System proposed for the West County Detention Facility.

WORK ORDER NO: WH265M

BACKGROUND: On July 10, 2018 the BOS approved Public Works Distributed Energy Resources (DER) plan which included permission to issue an RFQ to select a solar partner to install PV systems under a Power Purchase Agreement in accordance with California Contracting Code 4217. Through the RFQ process, Public Works selected SunPower Corporation (now DBA Total Energies).

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RECOMMENDATION(S)/NEXT STEP(S): APPROVE and AUTHORIZE Public Works Director to execute Battery Services Agreement and Savings Guarantee Agreement with Total Energies Distributed Generation USA, LLC in conjunction with the Battery Energy Storage System proposed for the West County Detention Facility.

FISCAL IMPACT: The equipment and labor costs for battery installation are fully covered by the Self-Generation Incentive Program. The project will generate \$85,000 in guaranteed annual savings for a period of ten years. The County will incur a cost of \$25,000 per year to cover maintenance and operation services

provided by Total Energies for a period of ten years. The annual net savings to the County will be \$60,000. EV charging infrastructure included in the project offers the potential for additional revenue generation.

CONSEQUENCE OF NEGATIVE ACTION: County will lose out on \$600,000 in guaranteed electricity costs savings over a period of ten years. County will forego the opportunity to deploy (electric) grid-independent EV charging infrastructure, which would allow for EV charging during PG&E power outages.

Attachments:

1. CCC 5555 Giant Hwy BESS Savings Guarantee Agreement 11.16.2022
2. CCC 5555 Giant Hwy E-SGIP Battery Services Agreement 11.16.2022

WL:BHD:dt
\\PW-DATA\grpdata\Capital Projects\CPMShare\Shared\Brendan Havenar-Daughton\Board of Supervisors\BOARD\Board Orders\December 6_2022\Battery (Total Energies)

Attachments:

- CCC 5555 Giant Hwy BESS Savings Guarantee Agreement 11.16.2022
- CCC 5555 Giant Hwy E-SGIP Battery Services Agreement 11.16.2022

c: Brendan Havenar-Daughton, Energy Manager
Michele Wara, Executive Secretary

SAVINGS GUARANTEE AGREEMENT

Between

TotalEnergies Distributed Generation USA, LLC

And

Contra Costa County, A California Municipality

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SAVINGS GUARANTEE AGREEMENT

THIS SAVINGS GUARANTEE AGREEMENT (“Agreement”) dated [_____] (“Effective Date”), is entered into by and between TotalEnergies Distributed Generation USA, LLC, a Delaware limited liability company (“TEDGUS”), with its principal place of business at 1414 Harbour Way South, Richmond, California 94804, and Contra Costa County (“Customer”), a California Municipality. In this Agreement, TEDGUS and Customer are referred to individually as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, TEDGUS’s affiliate SolarStorage Fund D, LLC (“Provider”) has separately entered into a Battery Services Agreement, dated [##] with Customer (the “BSA”) pursuant to which Customer will purchase from Provider the Solar Services and Storage Services from the System on Exhibit A (Site Information and ESS) at the site identified on Exhibit A (the “Site”);

WHEREAS, capitalized terms not otherwise defined in this Agreement shall have the meanings given such terms in the BSA

WHEREAS, the System is owned by the Provider;

WHEREAS, TEDGUS and Customer desire to enter into an agreement pursuant to which TEDGUS guarantees that the System will provide the Guaranteed Savings.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, TEDGUS and Customer agree as follows:

ARTICLE I. DEFINED TERMS

Section 1.01 Defined Terms.

As used in this Agreement, the following terms shall have the meanings set forth below:

Achieved Savings has the meaning set forth in Section 2.03.

Baseline Billing Cycle Energy Spread shall be equal to the values set forth in Exhibit B for each Billing Cycle.

Baseline Demand Charges shall mean the annual sum of demand charges paid by Customer at the Site before the installation of the System as set forth in Exhibit A.

Billing Cycle means the period, typically monthly, during which the Utility assesses an electricity bill, including demand charges, at the Site.

Billing Schedule shall mean the dates of (a) the Billing Cycles set by the Utility for the Site and (b) the schedule of the exact days of the year which shall be considered holidays by the utility for billing purposes.

Commercial Operation Date shall mean the date on which the ESS commences commercial operation after required permits, licenses, and interconnection agreement have been obtained.

Current Billing Cycle Energy Spread shall be equal to, for any Billing Cycle in a Guarantee Year, the difference between (a) the highest energy rate (in \$/kWh) effective under the Utility Tariff in that Billing Cycle and (b) the average, of Off Peak and Super Off Peak (when applicable) energy rates (in \$/kWh) effective under the Utility Tariff.

Consumption Meter shall mean a revenue-grade kWh meter at the Site's main utility meter, which shall measure the kWh consumption and grid export of the Site.

ESS Meter shall mean a revenue-grade kWh meter at the ESS inverter, which shall measure the kWh charge and discharge of the ESS.

ESS Energy Savings Percentage Contribution has the meaning set forth in Section 2.01.

Exclusion Event means one of the following events affecting any savings provided for herein:

- A Force Majeure Event;
- Any temporary or permanent quarantines, blockades, rules or regulations, enacted or imposed by governmental authorities causing any disruption to System energy generation or impedance to a Party's Site access;
- Changes in any law, ordinance, or regulation relating specifically to the design, construction, installation, interconnection or operation of the System which law is effective after the Effective Date of this Agreement that materially and adversely affects the ability of a Party to perform its obligations under this Agreement or under the BSA;
- Increase in external shading on the PV System over the Savings Guarantee Term;
- If Customer or any person other than TEDGUS or a subcontractor, affiliate, or predecessor-in-interest specifically approved by TEDGUS repairs, modifies or alters the System;
- Site access restrictions affecting TEDGUS's, its subcontractor's, affiliate's, or predecessor-in-interest's ability to access, maintain, or repair the System in a timely fashion as deemed necessary or advisable by TEDGUS;
- Customer is in breach of any Customer obligations under the BSA;
- Loss of telecommunications service to the System for reasons outside of TEDGUS's control;
- Any curtailment or operation of the System ordered by the Utility;
- Operation of the ESS in backup power or microgrid mode;

- The System is down for repairs that are the responsibility of an original equipment manufacturer (“OEM”) or otherwise not TEDGUS’s responsibility;
- Any curtailment or operation of the System ordered by the Utility;
- Externally caused outages of the System, including outages caused by:
 - a fluctuation in the Utility network parameters (e.g., a frequency or voltage variation) that disconnect the inverters or System from the utility network and prevented energy from being evacuated from the System;
 - a manufacturer of any third-party equipment’s inability or unwillingness to honor its product warranty to TEDGUS for the replacement of parts, despite TEDGUS’s commercially reasonable and good faith efforts to enforce such product warranty;
 - a failure or outage in the Utility distribution network that prevents energy from being evacuated from the System;
 - Disconnection of power or communication lines connected to the System, or activation of the Emergency Stop Button on the System, by anyone other than TEDGUS’s representatives, or the Customer or Customer representatives acting at the explicit direction of TEDGUS’s representatives; or
 - Customer.

Force Majeure Event means an event outside of the reasonable control of the implicated Party, despite the exercise by such Party of commercially reasonable efforts to overcome such event(s), including without limitation acts of God, fire, earthquake, wind, floods, water, storms, inclement weather, utility curtailments, power failures, mechanical or equipment failures, animal activity, explosions, war, pandemics, epidemics, civil disturbances, terrorism, vandalism, theft, governmental actions, embargoes, sanctions, shortages of equipment or supplies, unavailability of transportation, or acts or omissions of third parties.

Guaranteed Demand Savings shall be the amount set forth in Section 2.01.

Guaranteed ESS Energy Savings shall be the amount set forth in Section 2.01.

Guaranteed Savings shall be the amount set forth in Section 2.01.

Guarantee Year shall have the meaning set forth in Section 2.01.

In Compliance Letter shall have the meaning set forth in Section 3.03.

Kilowatt-hour or kWh means electrical energy expressed in kilowatt-hours and recorded from the kWh interval records of a revenue-grade Meter.

Noncompliance Period shall have the meaning set forth in Section 3.03.

Out of Compliance Letter shall have the meaning set forth in Section 3.03.

BSA has the meaning set forth in the recitals.

PV Meter means a revenue-grade kilowatt-hour meter at the PV System, which shall measure the kWh output of the PV System on a continuous basis.

PV System means the photovoltaic system located on the Site and operated and maintained by TEDGUS or a subcontractor, affiliate, or predecessor-in-interest approved by TEDGUS.

Savings Guarantee Payment has the meaning set forth in Section 2.04.

Savings Guarantee Term shall have the meaning set forth in Section 2.02.

Site means the site identified in Exhibit A.

Storage Services Commencement Date shall mean the first day of the first utility billing cycle after the later to occur of (a) the Commercial Operation Date, or (b) the date on which Provider shall have certified to Customer that the ESS is substantially complete and available for commercial operation.

Total Savings Percentage Contribution has the meaning set forth in Section 2.01.

Utility means the electric distribution company providing electrical service to the Site.

Utility Tariff means the tariff under which the Utility provides electrical service to the Site, which is the tariff as set forth in Exhibit A as of the Effective Date.

Utility Tariff Restructuring means a material change in the structure of the Utility Tariff. Such changes may include, but are not limited to: changes to time of use periods; the introduction of maximum demand charges, minimum demand charges or “ratchets”; changes to net energy metering affecting System eligibility or energy export valuation; changes to minimum bills or portions of bills; or the elimination of demand charges.

ARTICLE II. SAVINGS GUARANTEE

Section 2.01 Savings Guarantee

During the first twelve (12) complete Billing Cycles following the Storage Services Commencement Date, and for each set of twelve (12) complete Billing Cycles thereafter during the Savings Guarantee Term (each such period, a “Guarantee Year”), TEDGUS guarantees (the “Savings Guarantee”) to Customer that the Achieved Savings will be greater than or equal to the Guaranteed Savings, comprised of both the Guaranteed Demand Savings and the Guaranteed ESS Energy Savings, in each Guarantee Year, as set forth in the table below.

Guaranteed Demand Savings:	[\$52,000]
Guaranteed Energy Savings:	[\$33,000]
Guaranteed Savings	[\$85,000]

Exhibit B provides the expected percentage of Guaranteed Savings for each Billing Cycle in a Guarantee Year at the Site (for each month, the “Total Savings Percentage Contribution”) and the expected percentage of Guaranteed ESS Energy Savings for each Billing Cycle in a Guarantee Year at the Site (the “ESS Energy Savings Percentage Contribution”).

Section 2.02 Savings Guarantee Term

The savings guarantee term shall commence on the Storage Services Commencement Date and terminate on the earlier to occur of (a) the end of the tenth/ 10th Guarantee Year following the Storage Services Commencement Date, or (b) the termination of the BSA (the “Savings Guarantee Term”).

Section 2.03 Calculation of Achieved Savings

For each Billing Cycle in each Guarantee Year during the Savings Guarantee Term, TEDGUS will calculate the following:

a) Demand Charge Savings

- 1) “Gross Demand Charges” which shall be equal to the demand charges that would have been assessed at the Site based on the demand charges in the Utility Tariff in effect during that Billing Cycle and an energy usage profile equal to the sum of (a) the Site’s energy usage measured by Consumption Meter, plus or minus (b) the charge (minus) or discharge (plus) of the ESS as measured by the ESS Meter, plus (c) the PV System’s generation as measured by the PV Meter;
- 2) “Net Demand Charges” which shall be equal to the demand charges assessed at the Site based on the demand charges in the Utility Tariff in effect during that Billing Cycle and the Site’s energy usage as measured by the Consumption Meter; and
- 3) “Achieved Demand Savings” which shall be equal to the sum, for each and all Billings Cycles in a Guarantee Year, of the difference between the Gross Demand Charges and the Net Demand Charges.

b) ESS Energy Savings

- 1) The “Post-PV Energy Charges” which shall be equal to the energy charges that would have been assessed at the Site based on energy prices in the Utility Tariff in effect during that Billing Cycle and an energy usage profile equal to the sum of (a) the Site’s energy usage measured by the Consumption Meter, plus or minus (b) the charge (minus) or discharge (plus) of the ESS as measured by the Storage Meter;
- 2) The “Net Energy Charges” which shall be equal to the energy charges assessed at the Site based on the energy charges in the Utility Tariff in effect during that Billing Cycle and the Site’s energy usage measured by the Consumption Meter; and
- 3) The “Achieved ESS Energy Savings” which shall be equal to the sum, for each and all Billing Cycles in a Guarantee Year, of the difference between the Post-PV Energy Charges and the Net Energy Charges.

- c) **Achieved Savings.** The “Achieved Savings”, which shall be equal to the sum of the Achieved Demand Savings and the Achieved ESS Energy Savings for each Guarantee Year.

Section 2.04 Savings Guarantee Payment

If in any Guarantee Year, the Achieved Savings are less than the Guaranteed Savings and such shortfall is not excused in this Agreement, TEDGUS shall pay Customer an amount equal to the Guaranteed Savings minus the Achieved Savings (the “Savings Guarantee Payment”), *provided that* the total Savings Guarantee Payment in any Guarantee Year shall not exceed the Storage Services Fees (as defined in the BSA) paid by Customer under the BSA in that Guarantee Year.

If the Achieved Savings for any Guarantee Year is greater than the Guaranteed Savings (an “Excess Savings Amount”), the Excess Savings Amount shall be credited towards calculation of the Achieved Savings in the subsequent Guarantee Year.

TEDGUS shall pay Customer the Savings Guarantee Payment, if any is payable, as a lump sum, no later than 60 days after the end of the applicable Guarantee Year.

Section 2.05 Utility Billing Period

The Achieved Savings will initially be based on the Billing Schedule effective as of the Storage Services Commencement Date. The Billing Schedule used to calculate the Achieved Savings may be updated on ten (10) day’s written notice from Customer to TEDGUS.

Section 2.06 Savings Guarantee Adjustments.

The Parties agree that the Savings Guarantee shall be adjusted in the following circumstances:

- a) If, in any Guarantee Year, the total Gross Demand Charges in that Guarantee Year are less than 90% of the Baseline Demand Charges, the Guaranteed Savings to be used in calculating the Savings Guarantee Payment applicable to such Guarantee Year shall be reduced by an amount equal to the product of (1) Guaranteed Demand Savings for that Guarantee Year, times, (2) one minus a fraction equal to (i) the Gross Demand Charges observed in that Guarantee Year, divided by (ii) Baseline Demand Charges. See Exhibit C for a sample calculation.
- b) If, for more than 10 days in any Billing Cycle of any Guarantee Year, the Current Billing Cycle Energy Spread, is less than 90% of the Baseline Billing Cycle Energy Spread for that Billing Cycle, the Guaranteed Savings to be used in calculating the Savings Guarantee Payment applicable to such Guarantee Year shall be reduced by an amount equal to the product of (1) Guaranteed ESS Energy Savings for that Guarantee Year, times, (2) the applicable ESS Energy Savings Percentage Contribution, times (3) one minus a fraction equal to (i) the Current Billing Cycle Energy Spread for that Billing Cycle, divided by (ii) the Baseline Billing Cycle Energy Spread for that Billing Cycle as listed in Exhibit B. See Exhibit C for a sample calculation.

- c) If one or more Exclusion Events occur during a Guarantee Year, the Guaranteed Savings to be used in calculating the Savings Guarantee Payment applicable to such Guarantee Year shall be reduced by the product of (1) the Guaranteed Savings for that Guarantee Year, times (2) the sum of the Total Savings Percentage Contributions set forth in Exhibit B for the Billing Cycle(s) during which the Exclusion Event(s) occurs. See Exhibit D for a sample calculation.
- d) In the event net energy metering credits received by Customer from the Utility exceed the Site's total annual energy charges, such that the customer does not receive full retail credit for energy exported from the Site by the ESS, the Guaranteed Energy Savings will be equitably adjusted to account for the lower value received by Customer for exported energy from the ESS.
- e) If (a) the Utility Tariff under which the Site receives electrical service from the Utility ceases to be the tariff set forth in Exhibit A hereto, (b) a Utility Tariff Restructuring occurs, or (c) the Parties agree to move the PV System or ESS from the Site to another location, the Parties will negotiate in good faith an adjustment to the Guaranteed Savings, provided that TEDGUS shall not owe Customer any Savings Guarantee Payment in a Guarantee Year to the extent such payment is owed due to the Utility Tariff at the Site ceasing to be the tariff identified in Exhibit A, a Utility Tariff Restructuring, or the PV System or ESS being removed from the Site.
- f) The Parties acknowledge and agree that the Guaranteed Savings as set forth in this Agreement are subject to change by TEDGUS prior to the Storage Services Commencement Date in the event that the (a) PV System or ESS as constructed and installed differs from the initial PV System or ESS designed and specified in the BSA.

ARTICLE III. CUSTOMER RESPONSIBILITIES

Section 3.01 Designated Contacts.

Customer hereby designates an individual as "Primary Contact" and another individual as "Secondary Contact," each of whom shall be authorized to represent Customer in the administration of this Agreement:

Primary Contact:

Name: Brendan Havenar-Daughton
 Work Phone: 925-957-2473
 Cell Phone: 925-812-7703
 Mailing address: 40 Muir Rd Martinez, CA 94553
 Fax: 510-540-0552
 Email: Brendan.Havenar-Daughton@pw.cccounty.us

Secondary Contact:

Name: Warren Lai
 Work Phone: 925-313-2180

Mailing address: 40 Muir Rd Martinez, CA 94553
Fax: Fax: 510-540-0552
Email: warren.lai@pw.cccounty.us

ARTICLE IV. MISCELLANEOUS PROVISIONS.

Section 4.01 Limitation of Liability.

Neither Party shall be liable under this Agreement for any indirect, consequential or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of use of any equipment or facilities. In no event shall TEDGUS's liability hereunder exceed any payment obligations arising under Section 2.04.

Section 4.02 Technical Disputes.

In case of any technical dispute between the Parties in a matter related to the calculation of the Achieved Savings, Customer has the right to request the appointment of a technical expert (the "Expert") for the solution of the issue. The Expert shall finally determine the technical matter at issue in accordance with the provisions of this Contract, acting as arbitrator. The Expert shall deliver its determination to the Parties in writing, including an explanation of the underlying reasons, within thirty (30) calendar days after the acceptance of the mandate. The Expert's determination shall be final and binding upon the Parties. The costs of the determination, including fees and expenses of the Expert, shall be borne by the Party the Expert deems is in the wrong.

Section 4.03 Notices.

All notices or other communications given, delivered or made under this Agreement by either Party to the other Party shall be in writing and shall be delivered personally, by first-class mail, by reputable overnight delivery company, or by facsimile (with reasonable proof of successful transmission). All such notices or communications to a party shall be mailed, delivered or faxed to such party at its address shown below or to such other address as the party may designate by ten (10) days' prior notice:

If to Customer:

Contra Costa County Public Works Dept.
Capital Projects Management Division
Attn: Energy Manager
40 Muir Rd Martinez, CA 94553
Phone: 925-957-2473
Email: Brendan.Havenar-Daughton@pw.cccounty.us
Fax: 510-540-0552

If to TEDGUS:

TotalEnergies Distributed Generation USA
Alex Dey
Director, Asset Management
(512) 735-0168
alex.dey@totalenergies.com

With copy to:

TotalEnergies Distributed Generation USA
Attn: Managing Counsel - Distributed Generation
1201 Louisiana Street, Suite 1800
Houston, TX 77002
legalnoticetedgus@totalenergies.com

For Emergency and/or Repair Notification:
Scott Gray
Director Commercial O&M Services
(512) 735-0110
Email: jefferson.gray@totalenergies.com

Section 4.04 Entire Agreement.

This Agreement and referenced Exhibits or other attachments hereto constitute the entire agreement regarding the subject matter of this Agreement and supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement.

Section 4.05 Amendments.

This Agreement may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this Agreement and signed by both Parties, or as specifically allowed under the terms and conditions outlined in this Agreement

Section 4.06 No Waiver.

Failure or delay by a party to exercise any right or remedy under this Agreement shall not constitute a waiver thereof. A waiver of breach or default shall not operate as a waiver of any other breach or default, a waiver of the provision itself, or of the same type of breach or default on a future occasion. No waiver shall be effective unless explicitly set forth in writing and executed by the party making the waiver.

Section 4.07 Successors and Assigns.

Except as provided herein, no Party may assign this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Either Party may

assign this Agreement without consent to a parent or subsidiary, an acquirer of assets, or a successor by merger. Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Agreement upon any person or entity other than the Parties. Notwithstanding anything herein to the contrary, TEDGUS may assign all of its rights and obligations under this Agreement to an assignee that has comparable experience in operating and maintaining photovoltaic solar and storage systems comparable to the System and providing services comparable to the solar and storage Services.

Section 4.08 Severability.

If any part of this Agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the enforceability of any other part hereof.

Section 4.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 4.10 Applicable Law.

This Agreement shall be governed in all respects by the laws of the State of California, in each case without application of conflict of laws principles and without regard to the actual place or places of residence or business of the parties or the actual place or places of negotiation, execution or delivery of this Agreement.

Section 4.11 Interpretation.

Each party agrees that this Agreement will be interpreted fairly to carry out its purpose and intent. Each party waives any statute or rule of construction or interpretation, which would require that any ambiguity be interpreted against any party.

Section 4.12 No Cross-Default or Right of Offset.

For the avoidance of doubt, each Party agrees that (i) this Agreement does not create any right to terminate the BSA, and (ii) any failure of either Party to perform any obligations hereunder will not create any rights to offset any amounts owed under the BSA.

IN WITNESS WHEREOF, TEDGUS and Customer have executed this Agreement.

TEDGUS: TotalEnergies Distributed Generation USA, LLC By: _____ Name: _____ Title: _____	CUSTOMER: Contra Costa County By: _____ Name: _____ Title: _____
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EXHIBIT A: SITE INFORMATION, PV SYSTEM & ESS

Site Name: Contra Costa County 5555 Giant Hwy

Site Address: 5555 Giant Hwy Richmond, CA 94806

Estimated PV System Size: 1,426.8 kWdc / 1,316 kWac

Estimated ESS Size: 448.8 kW / 1795.3 kWh

Utility Providing Electrical Service: Pacific Gas & Electric

Utility Tariff: PG&E B-19 Option S Primary

Baseline Demand Charges: \$119,095

EXHIBIT B: TOTAL SAVINGS PERCENTAGE CONTRIBUTION, ESS ENERGY SAVINGS CONTRIBUTION AND BASELINE BILLING CYCLE ENERGY SPREADS

Billing Cycle¹	Total Savings Percentage Contribution	ESS Energy Savings Percentage Contribution	Off Peak / Super Off Peak energy price²	Peak Energy Price	Baseline Billing Cycle Energy Spread
January	5%	1%	\$0.1397	\$0.1774	\$0.0377
February	5%	2%	\$0.1397	\$0.1774	\$0.0377
March	6%	4%	\$0.1039	\$0.1774	\$0.0735
April	6%	4%	\$0.1039	\$0.1774	\$0.0735
May	7%	6%	\$0.1039	\$0.1774	\$0.0735
June	15%	21%	\$0.1569	\$0.3887	\$0.2318
July	15%	20%	\$0.1569	\$0.3887	\$0.2318
August	14%	20%	\$0.1569	\$0.3887	\$0.2318
September	14%	19%	\$0.1569	\$0.3887	\$0.2318
October	5%	2%	\$0.1397	\$0.1774	\$0.0377
November	5%	1%	\$0.1397	\$0.1774	\$0.0377
December	3%	0%	\$0.1397	\$0.1774	\$0.0377

¹ The months shown in the table above refer to the calendar month during which the majority of a Billing Cycle occurs. For example, a Billing Cycle covering the dates from January 3 – February 2 would correspond to the row labeled January in the table above.

² Represents the average of the Off Peak and Super Off Peak energy price. If there are no Super Off Peak Energy prices during a billing period, the value represented is the Off Peak energy price.

EXHIBIT C: SAMPLE ADJUSTMENTS TO GUARANTEED SAVINGS UNDER SECTION 2.06 (A) AND (B)

Section 2.06 (a)

Gross Demand Charges (a)	\$83,367
Baseline Demand Charges (b)	\$119,095
Adjustment Factor $(1 - (a / b)) = (c)$	30.0%
Guaranteed Demand Savings (d)	\$52,000
Guaranteed Demand Savings Adjustment $(c * d) = (e)$	\$15,600
Guaranteed Savings (f)	\$85,000
Adjusted Guaranteed Savings $(f - e)$	\$69,400

Section 2.06 (b)

Adjustment Month(s)	July
Current Billing Cycle Energy Spread (a)	\$0.185
Baseline Billing Cycle Energy Spread (b)	\$0.232
Adjustment Factor $(1 - (a / b)) = (c)$	20.0%
Guaranteed ESS Energy Savings (d)	\$33,000
ESS Energy Savings Percentage Contribution (e)	20%
Guaranteed ESS Energy Savings Adjustment $(c * d * e) = (f)$	\$1,320
Guaranteed Savings (g)	\$85,000
Adjusted Guaranteed Savings $(g - f)$	\$83,680

**EXHIBIT D: SAMPLE ADJUSTMENT TO GUARANTEED SAVINGS UNDER
SECTION 2.06 (C)**

Guaranteed Savings (a)	\$85,000
Billing Cycle(s) During which Exclusion Event Occurs	July
Sum of Total Savings Percentage Contributions in Excluded Billing Cycle(s) (b)	15%
Guaranteed Savings Adjustment (a) * (b) = (c)	\$12,750
Adjusted Guaranteed Savings (a – c)	\$72,250

BATTERY SERVICES AGREEMENT

This Battery Services Agreement (this "Agreement"), entered into by SolarStorage Fund D, LLC ("SolarStorage") and Contra Costa County ("Customer"), takes effect on _____ (the "Effective Date"). Each a "Party" and together the "Parties."

RECITALS

WHEREAS, Customer owns, leases, or otherwise controls the facility at the location specified in attached Exhibit 1: Description of the Site and System (the "Site");

WHEREAS, Customer desires to: (1) obtain certain advanced energy storage services (the "Services") for the purpose of reducing its utility costs at the Site; (2) grant license and easement access to the Site to SolarStorage; and (3) and perform its payment and other obligations described in this Agreement;

WHEREAS, SolarStorage desires to: (1) install a battery storage system at the Site (as described in attached Exhibit 1: Description of the Site and System, the "System"); and (2) perform the Services and all of its other obligations described in this Agreement; and

WHEREAS, SolarStorage or a third-party shall retain all right, title, ownership, and interest in the System installed at the Site; and

WHEREAS, SolarStorage and Customer desire to execute an agreement to govern each of its obligations in connection with the System.

NOW THEREFORE, acknowledging that the compensation and respective covenants and obligations described in this Agreement constitute adequate consideration, SolarStorage and Customer each agree to the following:

AGREEMENT

1. SolarStorage's Obligations. Pursuant to this Agreement, SolarStorage will:
 - a. Perform the Services or cause the Services to be performed.
 - b. Design and install the System at the Site and connect the System to Customer's existing electrical system in accordance with the scope of work attached at Exhibit 2.
 - c. During the Term, SolarStorage will operate and perform all repairs to, and maintenance of, the System at its sole cost and expense, except to the extent any repairs or maintenance result from Customer's active negligence, willful misconduct or breach of this Agreement, in which case Customer shall be responsible for the cost of any such repair or maintenance expenses.
 - d. Indemnify, defend, and hold Customer (as well as the directors, officers, employees, and agents of Customer) harmless against any third-party claims, losses, damages, or liabilities—including claims that allege injury (including death) or property damage but excluding any such Claims alleged, brought, or demanded by Customer's affiliates, parent companies, directors, officers, employees, insurers, or subrogees ("Claims")—that arise out of the SolarStorage's operation of the System, the negligence or willful misconduct of SolarStorage or any entity or individual engaged by SolarStorage in the performance of the Services.
 - e. Prepare and submit an application for California's Self-Generation Incentive Program (SGIP) rebates from Pacific Gas and Electric, PG&E, (the "Program Administrator") for the System (the "SGIP Incentives") on behalf of Customer, and pay any fees required in connection with such applications with the understanding that SolarStorage owns and is entitled to all environmental attributes and environmental incentives attributable to

the System, including the SGIP Incentives, any tax credits, and any and all rebates, incentives, subsidies or other benefits from any and all other incentive, rebate or other programs applicable to the System.

- f. Maintain, during the Term, at its expense, insurance with a financially-sound and reputable insurance company against such risks, and in such amounts, as is appropriate for SolarStorage's obligations under this Agreement in SolarStorage's reasonable discretion.

2. Customer's Obligations. Pursuant to this Agreement, Customer will:

- a. Starting on the date on which SolarStorage shall have certified to Customer that (a) the System is substantially complete and available for commercial operation, (b) all permits and license required to be obtained under applicable law in connection with the operation of the System shall have been obtained and be in full force and effect, and (c) Customer shall have entered into an interconnection agreement ("Interconnection Agreement") with the local electric utility (the "Commercial Operation Date"), Customer shall begin to pay to SolarStorage the fees set forth in Exhibit 1 (the "Battery Services Fees") on a monthly basis. Customer must pay the Battery Services Fee within thirty (30) days after receiving an invoice from SolarStorage for the Services provided by SolarStorage during the preceding month.
- b. Maintain the existing electrical equipment and related systems at the Site, excluding the System. If Customer modifies or replaces the existing electrical equipment or related systems at the Site, and such modifications or replacement damage or cause the System to fail, SolarStorage will not be liable for any damages, losses, outages, or failure of SolarStorage to perform its obligations under this Agreement that result from such modifications or replacement and Customer shall be liable to SolarStorage for any resulting damages to the System.
- c. Refrain from modifying, repairing or otherwise performing any work on the System,. In addition, Customer shall not—and shall not permit any third party to—disassemble, reverse engineer, re-engineer or otherwise attempt to record or analyze the design or intellectual property associated with the System.
- d. Enter into an Interconnection Agreement as provided in Section 2(b) and ensure that the Interconnection Agreement remains in place and that the Site remains interconnected to the utility grid for the Term.
- e. Indemnify, defend, and hold SolarStorage (as well as the officers, directors, shareholders, employees, and agents of SolarStorage) harmless against any Claims to the extent arising out of (i) the negligence or willful misconduct of Customer or its agents or employees or others under Customer's control at the Site, or (ii) Customer's breach of this Agreement

3. License and Easement.

- a. Easement. Customer hereby grants to SolarStorage and to SolarStorage's agents, employees, contractors, subcontractors, lenders, Financing Parties, and local electric utility personnel irrevocable, non-exclusive license, easement, and right-of-way running with the Site for access to, on, over, under, and across the Site (the "Easement") for the purpose of and including the right to (i) install, construct, operate, keep, maintain, access (including for laydown, storage, and staging), remove, and replace the System on the Site including the installation, use and maintenance of racking, mounts, anchors and ballasts; (ii) perform all of SolarStorage's obligations and enforce all of SolarStorage's rights set forth in this Agreement including the provision and sale of Services to Customer; and (iii) access and connect with the Site's electrical panels and conduits and install, use, and maintain electric lines and equipment, including inverters, meters, conductors, fittings, pull boxes, mounting hardware, asphalt, concrete, and disconnect equipment necessary or convenient to interconnect the System to Customer's electric system at the Site or to the utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance, or repair of the System. The term of the Easement is the Term of this Agreement plus the period of time necessary for SolarStorage to remove the System, but in no case later than one hundred eighty (180) days after the Expiration Date (the "Easement Term"). During the Easement Term, Customer shall preserve and protect SolarStorage's rights under the Easement and shall not interfere with or permit any third parties to interfere with SolarStorage's rights or access.

- b. Breach. The breach or termination of the Easement by Customer, a Customer affiliate, or a person under Customer's control through no fault of SolarStorage shall be a Customer Default unless such termination is allowed pursuant to the terms hereof.
- c. Quiet Enjoyment. Customer represents and warrants to SolarStorage that there are no circumstances known to Customer or commitments to third parties (including, without limitation, mortgages or liens) that may damage, impair or otherwise adversely affect SolarStorage's rights under this Agreement or the System and/or its function. Customer represents and warrants that Customer has lawful title to the Site, the delivery point and tie-in gear that connect the System to Customer's existing electrical system in accordance with the scope of work attached as Exhibit 1, and full right to enter into this Agreement and that SolarStorage shall have quiet and peaceful use of the Site as provided herein and throughout the Term hereof free from any claim and without hindrance or disturbance to or interference with SolarStorage's quiet enjoyment thereof by any entity or person including by Customer or any of its agents, employees, invitees or independent contractors or by any entity, person or persons having or claiming an interest in the Site inconsistent with the rights expressly afforded SolarStorage herein. Customer will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect any System or its function. Customer will not conduct any activity that is reasonably likely to damage, impair or otherwise adversely affect the System or its function. Customer will not interfere with or handle any SolarStorage equipment or the System without written authorization from SolarStorage.
- d. Subordination. Customer agrees that it shall use commercially reasonable efforts to cause any purchaser, assignee, mortgagee, pledgee or other party to whom a lien or other security interest in the Site has been or may be granted (individually, each a "third party") to execute and deliver to SolarStorage a subordination and non-disturbance agreement ("SNDA"), in recordable form approved by SolarStorage (such approval not to be unreasonably withheld by SolarStorage), and as described below. Customer further acknowledges and agrees that the System is SolarStorage's personal property and may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Customer or by any person acting for, on behalf of, through, or for the benefit of Customer or a Customer's successor in interest. Any SNDA shall (i) acknowledge and consent to the SolarStorage's rights in the Site, (ii) acknowledge that the third party has no interest in the System or the Easement and shall not gain any interest in the System or Easement by virtue of the Parties' performance or breach of this Agreement, (iii) subordinate such third party's interest in the Site to the Easement and this Agreement, (iv) acknowledge that SolarStorage's rights in the Site granted hereunder shall run with the Site throughout the Easement Term, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance by or to the benefit of such third party, and (v) provide that so long as SolarStorage is not in default under this Agreement beyond the expiration of any applicable grace or cure period provided for hereunder, SolarStorage's right of peaceable and quiet use and enjoyment of the Site pursuant to the Easement shall not be disturbed by such third party.
- e. Utilities. Customer shall, unless otherwise specified in this Agreement, at no additional cost to SolarStorage, allow SolarStorage access to utilities on the Site as reasonably necessary or convenient for the construction, maintenance, repair, replacement, and/or operation of the System. In connection therewith, SolarStorage's use of the Site shall include the non-exclusive appurtenant right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, conveyors and drainage ditches or canal systems on, connected to or maintained in connection with the Site. Customer shall have the obligation to maintain and repair all utilities as reasonably necessary or convenient for the use of SolarStorage in fulfilling its rights and obligations hereunder but shall not be obligated to obtain additional utility services or expand existing utility services except as required by SolarStorage at SolarStorage's cost.
- f. Right to Update This Agreement for Mutually Agreed Changes. The Parties acknowledge and agree that the configuration and location of the System(s) as of the Effective Date of this Agreement may be updated by the mutual agreement of the Parties after the Effective Date; wherefore, the Parties shall negotiate in good faith to execute an amendment to this Agreement to modify any exhibits hereto or provisions hereof, or provide for additional easements, in order to account for any such mutually agreed changes to the configuration or location of the System or to more accurately reflect the current configuration or location of the System.

- g. Right to Record. SolarStorage has the right to record a memorandum of easement to reflect the Easement and the recording costs for the same will be borne by SolarStorage. Customer shall cooperate in good faith with SolarStorage in signing and recording such memorandum of easement. SolarStorage also has the right to record or to have recorded a fixture filing, without prior consent of the Customer, that provides that the System is SolarStorage's (or a SolarStorage's designee's) personal property and may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Customer or by any person acting for, on behalf of, through, or for the benefit of Customer or a Customer's successor in interest.

4. SGIP Cooperation and Compliance

- a. Customer shall cooperate with and assist SolarStorage in SolarStorage's preparation, application, and compliance work related to the SGIP Incentives including (i) signing all SGIP application forms, (ii) providing data needed to complete such application forms, (iii) accommodating the SGIP Program Administrator post installation inspection and measurement and evaluation visits, and (iv) refrain from making any false or misleading statement, representations or warranties in connection with the SGIP Incentives. Customer acknowledges and agrees that the System's eligibility for SGIP Incentives may require the SGIP Program Administrator to inspect the System, the Site, and any equipment related to the operation, maintenance, repair, interconnection or other work performed on the System, including evaluation of Customer's utility meters. Notwithstanding anything to the contrary herein, SolarStorage shall have all right and authority to provide the California Public Utilities Commission ("CPUC") or the SGIP Program Administrator with access to the Site and the System as necessary to facilitate any inspections related to the SGIP Incentives.
- b. Customer agrees to share with and disclose to SolarStorage any communications that Customer receives from CPUC or the SGIP Program Administrator in connection with the System.
- c. Customer recognizes and agrees that SolarStorage owns and is entitled to all environmental attributes and environmental incentives attributable to the System, including the SGIP Incentives, any tax credits, and any and all rebates, incentives, subsidies or other benefits from any and all other incentive, rebate or other programs applicable to the System. Customer further agrees to comply with any SolarStorage request concerning the designation of the recipient of any SGIP Incentives using any SGIP Incentive forms or documentation including signing an Incentive Claim Form designating a SolarStorage designee as payee of such incentives.
- d. Customer agrees not to (i) make any modifications or alternations to the System, or (ii) make any modifications the electrical infrastructure at the Site that would result in the failure or disconnection of the System such that the System becomes unable to operate as required to collect the SGIP Incentive.
- e. Customer agrees to reimburse SolarStorage for any damages that occur as a result of Customer's breach of this Agreement or other failure to meet its obligations hereunder including loss of SGIP Incentives, System removal costs, and any financing fees and pre-payment penalties.

5. Grid Services. Nothing contained within this Agreement will preclude or prevent SolarStorage from entering into an agreement or agreements with the local electric utility, grid operator, grid services provider or aggregator, or other entity whereby SolarStorage would use the System to bid into or provide demand-response, reactive power or voltage stabilization services, grid balancing services, or other similar services or programs ("Grid Services"). SolarStorage and Customer shall negotiate in good faith and shall agree on the terms, including revenue sharing, of the participation by the System in any such program(s) on a case-by-case basis.

6. **WARRANTY DISCLAIMER.** NO IMPLIED WARRANTY OR REMEDY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY UNDER THIS AGREEMENT. The remedies set forth in this Agreement shall be Customer's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.

7. **Confidentiality; Permitted Disclosures; Publicity.**

- a. Confidentiality. If either Party and/or its Representatives (as defined below) provides any information (whether prior to, on or after the Effective Date) to the other party and/or its Representatives, either directly or indirectly, in writing, orally, by drawings, observation, or tangible objects such as documents, prototypes, samples, products and facilities, including, but not limited to, trade secrets, know-how and other intellectual property or information relating to the disclosing party's business, operations, products, technology (including technical information regarding the design, operation and maintenance of the System), or analyses or other documents prepared by either Party or any of their Representatives that contain or otherwise reflect any of the disclosed information which the receiving Party reasonably should understand is confidential ("Confidential Information"), the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement.
- b. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "Representatives"), and affiliates, lenders, and potential assignees of this Agreement (provided on condition that such recipients be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information as provided herein), in each case as reasonably necessary to the negotiation and performance of this Agreement.
- c. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Provided, however, that electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible by receiving Party's business personnel (the "electronic copies"), shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed in violation of the terms of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit receiving party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to it or any internal recordkeeping policy or procedure to which it is subject. Such retained copy shall remain subject to the terms and conditions of this Agreement.
- d. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section, but shall be in addition to all other remedies available at law or in equity.
- e. Permitted Disclosures. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any court or arbitrator with authority to bind a party at law (each, a "Governmental Authority") under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.
- f. Goodwill and Publicity. Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the

execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release of the specific terms of this Agreement (except for filings or other statements, releases or mandatory on-the-record debriefings, as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including SolarStorage's ownership of environmental attributes and environmental incentives and any related reporting rights.

8. SolarStorage Representations and Warranties. SolarStorage represents and warrants the following:
 - a. It is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
 - b. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action.
 - c. This Agreement is a legal, valid and binding obligation of SolarStorage enforceable against SolarStorage in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - d. SolarStorage has obtained all licenses, authorizations, consents and approvals required by any governmental authority or other third party which is necessary for SolarStorage to execute and deliver this Agreement, and SolarStorage is in compliance with all laws that relate to this Agreement in all material respects.
9. Customer Representations and Warranties. Customer represents and warrants the following:
 - a. It is a public school district validly existing under the laws of the state of California and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
 - b. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action.
 - c. This Agreement is a legal, valid and binding obligation of Customer enforceable against Customer in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - d. Customer has obtained all licenses, authorizations, consents and approvals required by any governmental authority or other third party necessary for Customer to execute and deliver this Agreement, and Customer is in compliance with all laws that relate to this Agreement in all material respects.
 - e. Customer represents, warrants and covenants that Customer has lawful title to the Site and that throughout the Term, provided that no default by SolarStorage has occurred and continues beyond the expiration of applicable notice and cure periods, SolarStorage shall enjoy quiet and peaceful use and enjoyment of the Site to the extent of and pursuant to the Easement and rights granted herein, free from any claim inconsistent with the Easement and rights granted herein of any entity or person of superior title thereto without hindrance to or interference with SolarStorage's quiet enjoyment thereof, and neither Customer nor any person claiming by, through or under Customer shall disturb SolarStorage's quiet and peaceful use and enjoyment of the Easement.
10. Dispute Resolution; Governing Law. This Agreement, and any dispute arising therefrom, shall be governed by the laws of the State of California, without regard to its conflict of laws rules or any other statute, regulation, or precedent requiring the application of the laws of another jurisdiction. In the event of any dispute, controversy, or

claim arising out of, under, or related to this Agreement, the claiming Party shall provide written Notice of such dispute to the other Party. Thereafter, SolarStorage and Customer will make good-faith attempts to negotiate a mutually-acceptable solution. In the event that, after the expiration of 30 calendar days, from receipt of a Notice of a dispute under this Section, SolarStorage and Customer have not resolved such dispute, then, the Parties shall submit to non-binding mediation. In the event that the Parties are still unable to resolve the dispute following mediation (or if either Party fails to comply with its obligation to engage in informal negotiations or mediation), all disputes arising under, out of, or related to this Agreement shall be settled by binding arbitration by the American Arbitration Association ("AAA") under the arbitration rules of the AAA in force as of the date the AAA receives notice of arbitration. The seat and place of arbitration shall be San Francisco, California. The language of arbitration shall be English.

11. Limitations on Liability. Neither Party's maximum aggregate liability to the other (arising from any source, whether from contract, tort, equity, quasi-contract, or otherwise) under this Agreement shall exceed [fifty thousand dollars (\$50,000)]. In addition, neither Party will be liable to the other Party under this Agreement for any consequential, special, indirect, or punitive damages, or for loss of profit or goodwill. The Limitations of Liability set forth in this Section 10 shall not apply to indemnification obligations or to Customer's obligations under Sections 4.e.
12. Term.
 - a. Term. This Agreement becomes effective upon the Effective Date and, unless earlier terminated or extended according to the provisions governing termination or extension contained herein, shall expire on the date that is ten (10) years after the Commercial Operation Date for the System (the "Expiration Date").
 - b. Customer Options Upon Expiration of Term.
 - i. Extension to Term. Upon prior written Notice to SolarStorage at least one-hundred eighty (180) days prior to the Expiration Date, Customer shall have the option to extend the term of this Agreement with respect to the Services for up to five (5) additional one (1)-year periods at the fair market price for the Services as determined by agreement of the Parties.
 - ii. Purchase of the System. If Customer has not elected to extend the term of this Agreement in accordance with Section 12.b.i, Customer shall have the option to purchase the System on the Expiration Date by providing SolarStorage written Notice of its intent to purchase the System no later than one-hundred and eighty (180) days prior to the Expiration Date, and paying SolarStorage the fair market value of the System ("FMV") no later than the relevant Expiration Date. The FMV shall be the value determined by the mutual agreement of Customer and SolarStorage within ten (10) days after receipt by SolarStorage of Customer's Notice of its election to purchase the System. If Customer and SolarStorage cannot mutually agree on the FMV within such ten (10) days, then the Parties shall jointly select a nationally recognized independent appraiser with experience and expertise in the energy storage industry appropriate to value such equipment after discussing relevant methods and assumptions with the Parties. The Parties shall enter an agreement with such appraiser in which the appraiser agrees to act reasonably and in good faith to determine the FMV and to deliver an FMV determination in a written opinion to the Parties setting forth the methods, assumptions and findings of its determination. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. To the extent transferable, the remaining period, if any, on all warranties for the System will be transferred from SolarStorage to Customer at Customer's sole expense. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be jointly selected by the appraiser firm proposed by the Customer and the appraiser firm proposed by the SolarStorage. If such appraiser firms are unable to agree on the selection of an appraiser, then an appraiser shall be selected in accordance with the procedures set forth in Section 10. Upon receipt by SolarStorage of payment of the FMV, title to the System shall transfer to Customer as-is, where-is with no further liabilities, obligations, covenants, representations or warranties to be requested or required from SolarStorage.

- iii. Return of System. If Customer does not exercise any of the options described in Sections 12.b.i and 12.b.ii, SolarStorage shall remove all of its tangible property comprising the System from the Site by a mutually convenient date but in no case later than ninety (90) days after the Expiration Date ("Removal Deadline"). Such cost to remove the System shall be borne by SolarStorage except to the extent that such cost is increased by the negligence or intentional misconduct of Customer. The portion of the Site on which the System was installed shall be returned to substantially the same condition of the Site as of the Effective Date (other than ordinary wear and tear and other reasonable marks that the System previously occupied and operated on the Site during the Term), and SolarStorage shall leave the portion of the Site on which the System was installed in neat and clean order. If SolarStorage fails to remove or commence substantial efforts to remove the System by such agreed upon date, Customer shall have the right, at its option, to remove the System to a public warehouse and restore the Site to its original condition (other than ordinary wear and tear) at SolarStorage's cost. Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal. The Removal Deadline shall be extended to account for any Customer-caused delays in providing or maintaining Site access for SolarStorage as necessary or appropriate to allow System removal.

13. Termination.

- a. SolarStorage may terminate this Agreement in the following circumstances:
 - i. In SolarStorage's sole discretion prior to the commencement of the performance of the Services. If SolarStorage terminates pursuant to this Section 13(a)(i), then it must provide written Notice to Customer at least forty five (45) calendar days before termination becomes effective. Once termination pursuant to this Section 13(a)(i) takes effect, neither SolarStorage nor Customer will have any liability or obligations to the other under this Agreement, except as may survive pursuant to Section 21.
 - ii. At any time, if Customer fails to perform any of its material obligations under this Agreement; provided, however, that the following conditions precedent to termination have been met: (1) SolarStorage has provided written Notice to Customer of Customer's failure to perform any such material obligation, and; (2) forty five (45) calendar days or more have passed since SolarStorage's provision of Notice of such failure and Customer has not cured or remedied such failure. If SolarStorage terminates this Agreement pursuant to this Section , Customer will not be entitled to a refund of any payments, all remaining Battery Services Fees and any other amounts owed by Customer will become immediately due and payable, and SolarStorage will retain all rights and remedies available to it under this Agreement, at law, or in equity. In the event of any termination pursuant to this Section 13(a)(ii), and provided all amounts owed by Customer have been received by SolarStorage, neither SolarStorage nor Customer will have any further liability or obligations to the other under this Agreement, except as may survive pursuant to Section 21.
- b. Customer may terminate this Agreement in the following circumstances:
 - i. At any time, if SolarStorage fails to perform any of its material obligations under this Agreement; provided that the following conditions have been met: (1) Customer has provided SolarStorage with written Notice setting out (with reasonable particularity) SolarStorage's alleged breach or failure to comply with its material obligations under this Agreement; and (2) forty-five (45) calendar days or more have passed since the date Customer sent such written Notice to SolarStorage and SolarStorage has not initiated a correction, repair, or cure to its failure to comply with material obligations or breach of this Agreement, and (3) all cure periods available to Financing Parties, as provided below, have expired.
 1. In the event of any termination pursuant to Section 13(b)(i): (1) Customer must pay to SolarStorage all undisputed Battery Services Fees incurred prior to the date of such termination, and (2) neither SolarStorage nor Customer will have any other remaining liability or obligations under this Agreement except as may survive pursuant to Section 21.

14. Force Majeure.

To SolarStorage: SolarStorage Fund D, LLC
1414 Harbour Way South, Ste. 1901
Richmond, CA 94804
Attention: Legal Department

16. Assignment and Financing.

- a. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, SolarStorage may, without the prior written consent of Customer, (i) assign, mortgage, pledge or otherwise sell, transfer, or assign its interests in this Agreement to any Financing Party (as defined below), (ii) directly or indirectly assign this Agreement to an affiliate of SolarStorage, (iii) assign this Agreement to any entity through which SolarStorage is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of SolarStorage (provided that SolarStorage shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of SolarStorage's obligations hereunder by the assignee). Customer's consent to any other assignment shall not be unreasonably withheld if Customer has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining battery storage systems comparable to the System and providing services comparable to those contemplated by this Agreement; and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. Notwithstanding the foregoing, Customer may assign, transfer or otherwise convey the Site to an assignee if such assignee (1) agrees in writing to assume all of Customer's obligations hereunder and (2) simultaneously with such assignment, transfer or other conveyance, enters into a replacement Interconnection Agreement as required to maintain System eligibility for SGIP.
- c. The Parties acknowledge that SolarStorage may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("Financing Parties") in connection with the installation, construction, ownership, operation and maintenance of the System. The Parties agree that SolarStorage may assign or transfer this Agreement to the Financing Parties. If requested by SolarStorage in connection with any such assignment or transfer, Customer agrees to execute an acknowledgement or consent to such assignment or transfer in customary form and reasonably acceptable to the Financing Parties. If SolarStorage requests more than two such acknowledgements, then SolarStorage shall reimburse Customer for reasonable documented fees and costs actually incurred as a result of the third such request and any such request thereafter. If a Financing Party so requests, Customer shall deliver an estoppel in which Customer certifies as to the existence of this Agreement, SolarStorage's good standing hereunder, and other customary certifications as reasonably requested by such Financing Party.
- d. A Financing Party shall be entitled to exercise, in the place and stead of SolarStorage, any and all rights and remedies of SolarStorage under this Agreement. Customer agrees that it shall not exercise any right to terminate this Agreement unless it shall have given the Financing Party, if known to Customer, prior written notice and has allowed the Financing Party the opportunity to cure the condition giving rise to such right to the same extent and under the same terms allowed SolarStorage under this Agreement; provided that any cure periods shall begin tolling with respect to a Financing Party when such Financing Party receives notice of the underlying issue to be cured. If the Financing Party requires this Agreement to be modified in order to finance, develop or operate the System, and the modification does not materially diminish Customer's rights under this Agreement, the Parties shall negotiate in good faith to amend this Agreement accordingly in a timely fashion.

17. Further Assurances. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the

assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

18. No Partnership. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
19. Full Agreement, Modification, Invalidity, Counterparts, Captions. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
20. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other person.
21. Survival. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 1(d), 2(e) (Indemnification), Section 3 (License and Easement), Section 6 (Warranty Disclaimer), Section 7 (Confidentiality; Permitted Disclosures; Publicity), Section 12(b)(iii) (Return of System), Section 8 and 9 (Representations and Warranties), Section 10 (Dispute Resolution; Governing Law), Section 11 (Limitations on Liability); Section 15 (Notice), Section 18 (No Partnership), Section 19 (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 20 (No Third Party Beneficiaries).
22. Taxes. Customer shall be responsible for paying any sales tax associated with payments of the Battery Services Fee. SolarStorage shall pay or cause to be paid any taxes assessed with respect to the System. If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

This Agreement is authorized and executed by:

SolarStorage Fund D, LLC

Name:

Title:

Date:

Customer

Name:

Title:

Date:

EXHIBIT 2 – SCOPE OF WORK

System Design and Scope

Battery Storage System Location and Tie-In

The Battery Storage System will be constructed to the design and specifications and in the location as illustrated in the drawing provided in Exhibit 1. The Battery Storage System will be installed on the ground with a standard concrete pad, located within 260 feet of the electrical tie-in location. Trenches will bury conduits 2' deep and follow NEC code requirements for conduit spacing.

Design includes EMT conduit with rain-tight compression fittings for above ground installations and PVC for below ground installations.

Interconnection

Facility Equipment

The System will interconnect at Customer's MSS Substation at 480/277 Volts with ample current capacity to accept the System. The existing panel is assumed to have provisions to accept cable connections as a line side tap. Panel or bus bar reconfiguration is not included.

Foundations, Soil Conditions and Site Preparation

Foundations

The following foundation is assumed for the battery storage system: 8" thick, 4000 PSI, concrete pad. Sizes are site specific and show on the BESS layouts.

Slope Tolerance

Slope of the battery storage system should be no more than 2% in any direction.

Commissioning

The battery storage system will be commissioned on site by a manufacturer's representative or qualified technician in accordance with the manufacture's requirements and procedures.

Pricing Assumptions

This Agreement is based upon SolarStorage's review of all documents available at time of the site walk.

SolarStorage has included in this Agreement a ground mounted battery storage system that includes battery banks, inverter, equipment pads, monitoring system and standard interconnection that includes all interconnection related equipment on the customer side of the meter, including panel circuit breakers, utility and/or visible utility lockable disconnect switches, metering, conduit, and wiring. The system will be constructed to the design, specifications and schedule as shown in layouts in this exhibit.

This Agreement includes the following assumptions and conditions. Should any of the assumptions or conditions vary, this Agreement may be updated by the mutual agreement of the Parties in accordance with section 3.f.

Labor

Overtime and special shift requirements

SolarStorage has included cost for work to be performed during regular business hours between 7:00 am and 5:00 pm. Overtime and special shift requirements are not included.

Prevailing Wages

SolarStorage has included prevailing wage.

System Design & Scope

Electrical Equipment and Conductors

Battery installation will interconnect to the customer's existing switchboard on the line side of the main breaker. It is assumed that there is enough space in the existing switchboard to accommodate the cables in the cabinet and cable limiters landing on the existing bussing. Battery equipment, conduit and the point of interconnection are in the locations as shown on the drawings in this exhibit and is assumed to be in an acceptable location from a real estate and drainage perspective.

EV Chargers

Two dual port EV chargers including a step down transformer will be installed within 80 feet of the battery switchboard.

Utility Interconnection & Requirements

Coordination of shutdown may be required with customer and local utility. If facility power is required during the shutdown, SolarStorage can add the cost for generator rental.

This Agreement assumes all utility-owned electrical equipment serving the sites electrical distribution system has adequate capacity to handle the battery storage system output. Cost and day for day time extension for any required upgrades including transformers as a result of the interconnection application and or study will be the responsibility of the customer.

Codes & Studies

This Agreement includes arc flash studies only.

ADA

This Agreement excludes requirements for accessibility upgrades and accessibility design.

This Agreement assumes that the California Green Building Standards Code does not apply as our project is not anticipated to generate additional traffic or add parking spaces.

Painting

Materials are factory-finished or non-corrosive and will not need painting for weather protection or aesthetic reasons.

Landscaping

The removal of trees and light posts are excluded.

Site landscaping and irrigation reconfiguration to complete any foundation construction is not included.

Fencing

A 8-0', 9-gauge, 2" galvanized wire mesh chain-link fence with gate around perimeter electrical equipment pad locations is included. 4" bollards are included only in areas subject to vehicle impact.

Site & Construction Conditions

Soils and Structural Foundations

Existing site soil is assumed to have no seismic-related hazards (e.g. faults, liquefaction, seismically-induced settlement, lateral spreading), limited expansiveness

This Agreement assumes that if ground water or dewatering, sub grade rocks, or other unforeseen underground structures are encountered and there is a need to slurry and re-drill or dewater site, then additional costs will be the responsibility of the customer.

Existing site soil is assumed to have the following characteristics:

- IBC or UBC Table 1804A.2, Class 3 or equivalent Non-hazardous, sandy gravel and/or gravel
- Allowable foundation pressure greater than or equal to 2000 psf Lateral Bearing strength below grade equal to 200 (Lbs./Sq. Ft./Ft. of depth)
- Lateral sliding coefficient of friction greater than or equal to 0.35. No sub-grade rocks or rock formations
- Adequate drainage
- No seismic-related hazards (e.g. faults, liquefaction, seismically-induced settlement, lateral spreading) Limited expansiveness
- Low to moderate corrosiveness (PH is less than 5.5, electrical resistivity is more than 1000 OHM-cm, chloride is less than 500 ppm, sulfate is less than 2000 ppm)
- Depth to start of passive pressure is 0.5 feet.

Use of Facilities

On-site water and power will be available for construction with no restrictions and at no charge to SolarStorage.

Special handling of site materials

Testing for removal and disposal of any existing hazardous waste materials, contaminated soils, or any other unforeseen site conditions that require special handling are not included.

Drainage

Changes to the onsite drainage have not been included in this Agreement.

Testing and Inspections

SolarStorage assumes all Special Inspections and Inspector of Record (IOR) shall be paid for and contracted by the Customer.

Security and Lighting

Lighting and security have not been priced in this Agreement.



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: RECEIVE REPORT from Sustainability Commission Chair, or Designee. (Mike Moore, Sustainability Commission Chair)

Submitted For: Jody London, Sustainability Coordinator

Department: Conservation & Development

Referral No.:

Referral Name: RECEIVE REPORT from Sustainability Commission Chair, or Designee. (Mike Moore, Sustainability Commission Chair)

Presenter: Mike Moore, Sustainability Commission

Contact: Jody London (925)655-2815

Referral History:

This is a standing item of the committee.

Referral Update:

The Sustainability Commission Chair provides an update at each meeting of the Sustainability Committee on the work of the Commission.

Recommendation(s)/Next Step(s):

RECEIVE REPORT from Sustainability Commission Chair, or Designee. (Mike Moore, Sustainability Commission Chair)

Attachments

No file(s) attached.



Contra Costa County Board of Supervisors

Subcommittee Report

SUSTAINABILITY COMMITTEE

Meeting Date: 11/28/2022

Subject: RECEIVE REPORT from Sustainability Coordinator. (Jody London, Department of Conservation and Development - Sustainability)

Submitted For: John Kopchik, Director, Conservation & Development Department

Department: Conservation & Development

Referral No.:

Referral Name: RECEIVE REPORT from Sustainability Coordinator. (Jody London, Department of Conservation and Development - Sustainability)

Presenter: Jody London, DCD

Contact: Jody London (925)655-2815

Referral History:

This is a standing item of the Sustainability Committee.

Referral Update:

Key activities since the Sustainability Committee meeting on September 19, 2022, are listed below.

DCD Planning Staff

- Staff continued work on the ongoing updates to the Climate Action Plan and General Plan. Administrative drafts of both documents were recently reviewed by County staff. Due to changes in State climate goals enacted in September, as well as additional analysis needed for the General Plan related to housing goals and vehicle miles traveled, the consultants will be updating assumptions and models over the next few months. Staff expects the draft Climate Action Plan to be available for public review in June 2023.
- The Healthy Lands, Healthy People [carbon sequestration feasibility study](#) is on schedule to be complete in late 2022 or early 2023.
- The U.S. Department of Housing and Urban Development (HUD) has approved Contra Costa County for a technical assistance grant application for support on a roadmap to convert existing to all-electric. DCD Planning staff had their first meeting with the HUD technical assistance team on October 4.
- An internal working group of Public Works and DCD staff continues to meet regularly to study the adoption of low-carbon concrete standards. The working group anticipates reporting back to the Sustainability Committee in early 2023.
- Climate Emergency Resolution:
 - Just Transition. The County is in the process of accepting a \$750,000 Community Projects grant from the U.S. Department of Housing and Economic Development. This grant will support development of the Just Transition Economic Revitalization Project Roadmap. Staff provided an update on Just Transition planning activities to the Sustainability Committee on September 19, and again on October 24.
 - Interdepartmental Climate Action Task Force. The Task Force provided a semi-annual update to the Board of Supervisors on September 20. The Green Government Group (G3) Champions, volunteers from County departments, met on October 10, with a focus on energy efficiency in County facilities. The G3 Champions have recently posted fact sheets on how to save water in County offices, following up on their July meeting, and are now engaged in helping identify opportunities to save energy in County offices. Their December meeting will focus on solid waste.
 - All-Electric Building Ordinance. The County's ordinance for new buildings to be all-electric went into effect on June 1, 2022. The City of Martinez adopted an all-electric ordinance for new residential buildings, hotels, offices,

and retail buildings, effective November 4, 2022.

Health Services

Health Services is in the process of developing a contract with the Bay Area Air Quality Management District to receive approximately 150 - 200 portable air purifiers for use in the homes of Contra Costa Health Plan MediCal members with asthma and other respiratory conditions, primarily to combat the impacts of wildfire smoke. The air purifiers will be distributed to clients of the Health Plan through a Community Health Worker providing in-home asthma education and trigger assessment as part of a grant from the Air District and by home-visiting Public Health Nurses in the Public Health Department.

County Library

- The Library continues to provide workshops and resources for the community, both in person and online, on a range of sustainability topics.
- The Library partnered with Sustainable Walnut Creek to host a series of programs from October 23-28. Topics ranged from climate activism and healthy eating to recycling and sustainable home improvement. The virtual events were recorded and can be viewed at https://www.youtube.com/playlist?list=PLnRAdXh2ewUTWyMbVGkyPTOL3tL_K3TQM

Public Works

- Public Works is working to launch the Sustainability Fund for investments in County facilities that support Climate Action Plan goals. Staff is planning for the installation of electric vehicle (EV) chargers at various County department buildings to facilitate opportunities to replace internal combustion engine County fleet vehicles with EVs.
- Administrative Bulletins 507 and 508 have been updated to require purchase of Zero Emission Vehicles (battery electric, hydrogen, plug-in hybrid with battery range of at least 30 miles) unless justification based on operational need is approved by the County Administrator's Office.
- Public Works has identified several programs that can help the County meet the goals of the Distributed Energy Resources plan and broader climate action goals: PG&E's Demand Response Program and Marin Clean Energy's Demand Response and Strategic Energy Management programs.
- The County successfully responded to the California Independent System Operator's (CAISO) call for electric load reduction before, during, and after Labor Day weekend. Impacts of County actions will be analyzed and reported in the coming months and will inform a more robust Demand Response strategy for summer 2023.
- Staff is working to develop a Battery Storage resiliency project at the West County Detention Facility which involves a 448kW battery providing back-up (grid-independent) power to a bank of EV chargers.
- Staff is updating the countywide Environmentally Preferable Purchasing Policy. This item on the agenda for today's meeting.
- Public Works continues implementation of the Vision Zero Action Plan and the Active Transportation Plan adopted by the Board of Supervisors. Public Works has submitted a number of grant applications for projects that meet goals of the County's Active Transportation and Vision Zero policies.

Fire

- The Fire Department has purchased two Rivian all-electric trucks, to pilot light-duty vehicles as part of regular operations.

Ongoing

- Staff participated in professional learning opportunities regarding environmental justice, carbon sequestration, climate resilience, communication and facilitation strategies, race and equity, and related.

Recommendation(s)/Next Step(s):

RECEIVE REPORT from Sustainability Coordinator.

Fiscal Impact (if any):

N/A

Attachments

No file(s) attached.
