



## JUDICIAL COUNCIL OF CALIFORNIA

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# R E P O R T T O T H E J U D I C I A L C O U N C I L

*Item No.: 21-142*

For business meeting on September October 1 2021

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**Title**

Court Facilities: Membership in Tuolumne  
Public Power Agency for New Sonora  
Courthouse

**Agenda Item Type**

Action Required

**Effective Date**

October 1, 2021

**Rules, Forms, Standards, or Statutes Affected**

None

**Date of Report**

July 19, 2021

**Recommended by**

Trial Court Facility Modification Advisory  
Committee  
Hon. Donald Cole Byrd, Chair

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### Executive Summary

The Trial Court Facility Modification Advisory Committee recommends the Judicial Council of California (Judicial Council) join the Tuolumne Public Power Agency (TPPA), a joint powers authority that provides electricity to public facilities in the County of Tuolumne. The TPPA provides lower-cost electricity to various local facilities in Tuolumne County, including the City of Sonora, all K–12 public schools, the County of Tuolumne, and special districts such as utilities and fire and community service districts. If the Judicial Council joins the TPPA, the new Sonora Courthouse in Tuolumne County would be able to enjoy the benefit of lower electricity rates than those offered by PG&E. Annual energy costs of the new Sonora Courthouse project would be reduced by approximately \$102,500, related to the transition to a lower, flat-rate electricity rate structure.

### Recommendation

The Trial Court Facility Modification Advisory Committee recommends that the Judicial Council, effective October 1, 2021:

1. Adopt the resolution approving the Judicial Council's membership in the Tuolumne Public Power Agency (Attachment A\_1);
2. Authorize the Administrative Director to execute the Amended and Restated Tuolumne Public Power Agency Joint Powers Agreement (Attachment A\_2); and
3. Delegate to the Administrative Director or the Administrative Director's designee the authority to appoint, and if necessary, reappoint, the Judicial Council's representative to the Tuolumne Public Power Agency.

### **Relevant Previous Council Action**

The Judicial Council has taken previous action on a similar project for the new San Andreas Courthouse, in which the Judicial Council joined the Calaveras Public Power Agency (CPPA), a joint powers agency that provides electricity to public facilities in the County of Calaveras.<sup>1</sup> To take advantage of the lower electricity rates of the CPPA, the Judicial Council became a member agency of the CPPA, enabling the new San Andreas Courthouse to reap the benefits of electricity rates that were lower than PG&E rates.

### **Analysis/Rationale**

#### **Joint powers authorities**

**Statutory authority of joint powers authorities (JPAs).** The TPPA was formed under the Joint Exercise of Powers Act,<sup>2</sup> which allows for the establishment of joint powers agencies and joint powers authorities, also sometimes referred to as JPAs. A JPA is a separate government organization created by its member agencies but legally independent from them. JPAs are often used as financing mechanisms, as multijurisdictional transportation agencies, and as a means for public agencies to take advantage of insurance pooling and purchasing discounts. They can include all levels of government and some nongovernmental agencies.

A copy of a guide to joint powers authorities, *Governments Working Together: A Citizen's Guide to Joint Powers Agreements* (Aug. 2007), produced by the California State Legislature Senate Local Government Committee, is linked in Attachment B. According to the guide, there were between 718 and 1,800 JPAs in the state of California as of 2005 (see page 27).

**TPPA establishment.** The TPPA was established in 1983. There are currently 33 member agencies of the TPPA, including the County of Tuolumne, City of Sonora, Tuolumne Utilities District, Columbia Community College, Sonora School District, Jamestown Sanitary District, and Amador-Tuolumne Community Action Agency (collectively, Member Agencies). The TPPA

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<sup>1</sup> Judicial Council of Cal., Staff Rep., *Court Facilities: Membership in Calaveras Public Power Agency for Low-Cost Utility Rates for New San Andreas Courthouse* (Feb. 4, 2013), [www.courts.ca.gov/documents/jc-20130226-itemK.pdf](http://www.courts.ca.gov/documents/jc-20130226-itemK.pdf); Judicial Council of Cal., mins. (Feb. 26, 2013), p. 12, [www.courts.ca.gov/documents/jc-20130226-agenda.pdf](http://www.courts.ca.gov/documents/jc-20130226-agenda.pdf).

<sup>2</sup> Gov. Code, § 6500 et seq.

currently provides electricity to various local public facilities, including all K–12 public schools, utilities, and fire and community service districts. The new Sonora Courthouse will be located at the county’s future Law and Justice Center.

***Judicial Council eligibility.*** The Joint Exercise of Powers Act permits two or more public agencies to create a JPA and to exercise jointly any powers common to them. Under the act, Government Code section 6500 contains a list of public agencies that may enter into joint powers agreements.<sup>3</sup> Although no judicial branch entities are listed specifically by name in this list of public agencies, the language of that section makes clear that the list is not exhaustive. The Judicial Council is eligible for membership because:

- For purposes of the act, the Judicial Council falls within the act’s definition of a “public agency.” The California Attorney General has issued an opinion interpreting the definition of “public agency” for purposes of Government Code section 6500 to include “governmental entities.”<sup>4</sup> The Judicial Council is a governmental entity that is the staff agency to the council established by article VI, section 6 of the California Constitution. Although an opinion of the Attorney General is not binding legal authority, it represents persuasive authority that the Judicial Council falls within the act’s definition of a “public agency.”
- With respect to whether the Judicial Council has powers in common with the Member Agencies regarding the activities of the TPPA, the Member Agencies formed the TPPA for the “purposes of acquiring electrical capacity and energy (hereinafter collectively called ‘power’) for its member agencies’ use.” The Judicial Council is situated similarly to Member Agencies such as the Sonora School District and the Tuolumne Utilities District in that while both of those entities may not be authorized to buy and sell electricity to third parties as a public utility, those entities may contract for the transmission and distribution of power to their own respective places of use. Similarly, the Judicial Council is responsible for providing power to trial court facilities.<sup>5</sup>

The Judicial Council can legally become a member of the TPPA because (1) the agency is responsible for the day-to-day operations of the trial court facilities and (2) the purpose of joining the TPPA is to provide electrical service to a trial court facility. As a prerequisite to the Judicial Council’s becoming a member of the TPPA, the council must adopt a resolution authorizing the agency to become a member of the TPPA and accepting the terms and conditions of the joint powers agreement. As part of the membership process, the Judicial Council will

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<sup>3</sup> Government Code section 6500 states that “ ‘public agency’ includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed ... by any of these agencies.”

<sup>4</sup> See 81 Ops.Cal.Atty.Gen. 213, 215 (1998).

<sup>5</sup> See Gov. Code, § 70392.

submit a membership application to the TPPA. A copy of the TPPA Resolution for New Members, Amended and Restated Tuolumne Public Power Agency Joint Powers Agreement, TPPA Rules and Regulations, and New Member Application are included with this report (see Attachments A\_1–A\_5, respectively).

### **Risks associated with joining the TPPA**

***Debts, liabilities, and obligations.*** Government Code section 6508.1 provides that “the debts, liabilities, and obligations of [a joint powers] agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise. However, the parties to the agreement may not agree otherwise with respect to the retirement liabilities of the agency if the agency contracts with a public retirement system.” In this situation, the Amended and Restated Tuolumne Public Power Agency Joint Powers Agreement provides in section X(A) that “none of the debts, liabilities or obligations of [TPPA] shall be the debts, liabilities or obligations of any of the members of TPPA unless assumed in a particular case by resolution of the governing body of the member to be charged.” Accordingly, the Judicial Council will not be responsible for the general debts, liabilities, or obligations of the TPPA unless the council later were to adopt a resolution assuming such debt, liability, or obligation of the JPA with respect to a particular case. However, in the event the TPPA dissolves, the Judicial Council could become responsible for some portion of any outstanding public pension liabilities to the extent any exist. Staff views this risk as very low, given that the TPPA does not have any employees or pension liability.

***Service availability.*** The joint powers agreement provides that in the event the amount of power available from the New Melones entitlement to the TPPA is not sufficient to meet the consumption needs of all its member agencies and customers, the priority for such power is given first to Tier 1 accounts, then Tier 2 accounts. Under this membership structure, the Judicial Council would be enrolled as a Tier 1 member.

The federal Flood Control Act of 1962 authorized the construction of the New Melones Project. A provision of that law requires that Tuolumne and Calaveras Counties be given up to 25 percent of the power generated from these hydroelectric projects, as “first preference” of certain customers in the counties where these projects are located. This first-preference allocation was given in recognition that these two “Counties of Origin” would lose a considerable amount of resources because of the inundation of thousands of acres of land. The power allocation is a way of offsetting the loss in revenues from the flooded lands. This allows for low-cost electrical power for public agencies located in Tuolumne County. Thus, the TPPA obtains its electricity through the federal government, and the TPPA’s power comes from the Central Valley Project, which is a multipurpose federal reclamation project consisting of dams and several hydroelectric power plants and transmission lines in northern and central California. Public entities such as the TPPA are beneficiaries of this stated purpose.

Several contracts are in place so that power can be received by the TPPA. One such contract is with Western Area Power Administration (WAPA). Power is purchased from this federal

agency, which operates the hydroelectric projects and markets the power. The TPPA's original agreement with WAPA, a division of the Department of Energy, was executed in 1982 and, in 2005, was renewed through 2024. WAPA sets the amount of power allocated and the rates it charges for the power, and all other necessary regulations for the delivery of power to a central distribution point.

However, the power purchase contract with WAPA cannot deliver electrical power to each point of use (meter). For that level of power distribution, another agreement is necessary. The TPPA entered into an agreement with PG&E for distribution of power from central substations to each meter served. This agreement also began in 1982 and was recently renewed through 2024. WAPA schedules power through the California Independent System Operator (California ISO) on behalf of the TPPA, which ensures the TPPA and its members receive a consistent supply of energy when they need it.

**Rates.** The TPPA rate is determined by taking its main energy procurement costs through WAPA, PG&E, and California ISO, as well as additional administrative costs, and dividing that by the expected annual consumption for all its membership. The rate fluctuates slightly each year, and rarely exceeds \$0.10 per kilowatt-hour (kWh). Under its rate structure, the TPPA is composed of Tier 1 accounts, which are any qualifying accounts that meet the minimum required criteria for wholesale distribution service, direct-access service, community choice aggregation service, or other applicable distribution service; and Tier 2 accounts, which are any qualifying accounts that serve a load or facility that operates for profit. The Judicial Council would qualify as a Tier 1 member under this rate policy.

**Special assessments.** The TPPA has informed Judicial Council staff that it does not expect to make any special assessments in the near future. The annual consumption rate is developed based on the estimated consumption of the TPPA members for the upcoming year; TPPA costs from WAPA, PG&E, and California ISO; and some minor costs to administer the program. If operational costs increase, the consumption rate for the year is expected to go up as well; however, the TPPA is not permitted to generate revenue.

**TPPA financial standing.** Judicial Council staff have reviewed the TPPA's most recent financial audit. The independent auditor's report in the audit indicated that the TPPA financial statements "present fairly ... the financial position of the TPPA." The TPPA management's discussion indicates that "the statements of Net Position and Revenues, Expenses, and Changes in Net Position provide an indication of the Agency's strong financial well-being." The Judicial Council staff review found no causes of concern and a strong financial position.

**Withdrawal from the JPA.** Any member agency wishing to withdraw from TPPA membership prior to receiving power may do so by delivering a 90-day advance notice of the intention to withdraw to the TPPA board of directors and paying all charges due the agency. Additionally, any member agency that withdraws from membership will be obligated to pay its pro rata share of all encumbrances and indebtedness to the TPPA as of the effective date of withdrawal. Staff review has confirmed that the Judicial Council will not be exposed to additional encumbrances

or indebtedness beyond that for monthly electricity usage.

**Arbitration.** The TPPA JPA has a binding arbitration clause. Although binding arbitration clauses are disfavored, the Judicial Council does not have a formal policy prohibiting binding arbitration clauses in contracts.

### **Benefits of joining the TPPA**

Obtaining electricity from the TPPA reduces costs in two ways:

- The TPPA's electric rates yield an estimated \$100,686 in yearly cost savings based on projected electricity consumption and current PG&E electricity rates, including benefits from having a non-time-of-use rate. The combined savings over a 10--year period is approximately \$1,142,388.
- Given that the Judicial Council will be responsible for any increases in electricity costs over those of the baseline year, the Judicial Council will still realize annual cost savings because the TPPA's annual electricity rate increases have historically been lower than those of PG&E. A utility rate comparison worksheet is included as Attachment C.

### **Policy implications**

The potential cost savings that can be realized through this project orient under the judicial branch's strategic plan goals. Specifically, the project facilitates:

- *Goal VI, Branchwide Infrastructure for Service Excellence.* Membership with a public power agency beneficially impacts facility operations through rate stability, efficient electricity distribution, and policies that are in line with community priorities. This helps to provide and maintain safe, dignified, and fully functional facilities for conducting court business. As a member of the TPPA, the Judicial Council would be afforded various distinct benefits, including opportunities for efficiency through integrated utility operations, quick response from crews located in the community, sustainability and environmental goals that match those of the local community, and access to tax-exempt financing for capital projects.
- *Goal VII, Adequate, Stable, and Predictable Funding for a Fully Functioning Branch.* The potential cost savings through Judicial Council membership with the TPPA would be passed on to the Court Facilities Trust Fund, which is utilized for payment of utilities and operations and maintenance across the trial courts portfolio. As the judicial branch must continuously pursue a comprehensive approach to financially adapting to shifting state budgets, TPPA membership would serve to provide reliable, affordable, not-for-profit electricity at a reduced rate for the new Sonora Courthouse, in addition to providing a direct benefit to the local community of the TPPA in the form of payments and contributions to state and local government.

## Comments

The Trial Court Facility Modification Advisory Committee discussed this item at its meetings on May 14, 2021, and July 19, 2021. No public comments were received.

## Alternatives considered

The Trial Court Facility Modification Advisory Committee considered the alternative of having PG&E provide electricity to the new Sonora Courthouse. However, the cost implications are significant, and therefore this alternative is not recommended. PG&E could contest Judicial Council membership in the TPPA because the TPPA uses PG&E's distribution systems; however, this likelihood is low because many other public buildings in Tuolumne County use TPPA electricity.

## Fiscal and Operational Impacts

To become a member of the TPPA, the council must complete three steps:

1. *Adopt a resolution and submit a membership application.* The council must adopt a resolution authorizing the Judicial Council to become a member of the TPPA and agree to be subject to the Amended and Restated Tuolumne Public Power Agency Joint Powers Agreement. In addition, the Judicial Council must submit a membership application to the TPPA (see Attachment A\_4).
2. *Pay fees.* The Judicial Council will be required to pay a one-time membership fee of \$0.009 per kWh for the projected annual electricity use for the new Sonora Courthouse. Based on an estimate from energy consultants Arup Group, the new Sonora Courthouse will likely use 821,000 kWh per year, which equates to a one-time membership fee of \$7,400.
3. *Appoint a representative to the TPPA.* Each TPPA member agency must appoint a representative to TPPA. The representative will receive correspondence from TPPA such as meeting agendas, budget memos, rate information, newsletters, and other information. It is the responsibility of the representative to report this information to its member agency staff and/or board of directors, as applicable.

Each member agency must provide TPPA the name, mailing address, telephone, fax, and email address of its representative. The member agency must advise the TPPA of any changes made to its representative and contact information.

## Attachments and Links

1. Attachment A\_1: TPPA Resolution for New Members
2. Attachment A\_2: Amended and Restated Tuolumne Public Power Agency Joint Powers Agreement
3. Attachment A\_3: TPPA Rules and Regulations

4. Attachment A\_4: TPPA New Member Application
5. Attachment A\_5: TPPA JPA Agreement Signatory Page
6. Attachment B: *Governments Working Together: A Citizen's Guide to Joint Powers Agreements*
7. Attachment C: Electric Rate Comparison Sheet
8. Attachment D: Energy and Cost Savings Calculation



**RESOLUTION OF THE JUDICIAL COUNCIL OF CALIFORNIA  
APPROVING MEMBERSHIP IN THE TUOLUMNE PUBLIC  
POWER AGENCY AS A TIER 1 MEMBER**

WHEREAS, the Judicial Council of California (Judicial Council) is currently constructing, or has recently completed construction of, the New Sonora Courthouse located at 12855 Justice Center Drive in Sonora, California (Facility No. 55-D1); and

WHEREAS, the State of California, acting by and through the Judicial Council, owns the real property on which the New Sonora Courthouse is located, and the New Sonora Courthouse, pursuant to Government Code section 70374; and

WHEREAS, the Tuolumne Public Power Agency (TPPA) is a joint powers agency that was formed pursuant to Government Code section 6500 et seq. and that provides electrical energy to its member agencies at attractive rates; and

WHEREAS, the TPPA is willing to allow the Judicial Council to become a member agency of the TPPA and to provide electrical energy to the New Sonora Courthouse pursuant to the Amended and Restated Tuolumne Public Power Agency Joint Powers Agreement (TPPA JPA), attached hereto as Exhibit A, and the TPPA's Rules and Regulations, attached hereto as Exhibit B; and

WHEREAS, pursuant to the TPPA JPA, the TPPA divides its members into two groups: Tier 1 members, which generally consist of local public entities; and Tier 2 members, which generally consist of non-local governmental entities and private consumers. The TPPA provides certain benefits to the Tier 1 members as set forth in the TPPA JPA and the TPPA Rules and Regulations that are not available to Tier 2 members. The TPPA is willing to admit the Judicial Council as a Tier 1 member; and

WHEREAS, the Judicial Council desires to become a Tier 1 member of the TPPA and obtain electrical energy from the TPPA for the New Sonora Courthouse pursuant to the TPPA JPA and the TPPA Rules and Regulations.

**NOW, THEREFORE,** the Judicial Council hereby finds, determines, declares, and resolves as follows:

- A. Approval of TPPA JPA and Membership in TPPA. The Judicial Council approves the terms and conditions of the TPPA JPA and the Judicial Council's membership in the TPPA as a Tier 1 member, and authorizes the Administrative Director of the Judicial Council, or his designee, to execute the TPPA JPA.
- B. Payment of Membership Dues. The Judicial Council authorizes the payment of membership dues to the TPPA in an amount not to exceed \$7,500.
- C. No Payment of Reserve Funds. The Judicial Council's approval of the TPPA JPA is conditioned on the TPPA's previous representation that the Judicial Council will not be required to pay any reserve funds at the time of becoming a member of the TPPA. If the TPPA requests any reserve funds to be paid in conjunction with becoming a member of the TPPA, the Judicial Council's approval of the TPPA JPA will be considered rescinded effective as of the date of this resolution and any membership dues paid by the Judicial Council must be returned to the Judicial Council.
- D. Confirmation of Service. The Judicial Council's approval of the TPPA JPA is conditioned on the TPPA confirming in writing by December 1, 2021, that the TPPA has obtained all approvals from third parties (e.g., Department of Energy, Western Area Power Administration, California Independent System Operator, and Pacific Gas and Electric Co.) that are necessary in order for the TPPA to service the new Sonora Courthouse (Confirmation of Service). In the event the TPPA is unable to provide Confirmation of Service by December 1, 2021, unless the Administrative Director or his or her designee provides notice to the contrary by November 30, 2021, which notice may extend the date for receipt of the Confirmation of Service, the Judicial Council's approval of the TPPA JPA will be considered rescinded effective as of the date of this resolution and any membership dues paid by the Judicial Council must be returned to the Judicial Council.
- E. Appointment of Representative to TPPA. The Judicial Council delegates to the Administrative Director of the Judicial Council the authority to appoint, and if necessary,

reappoint, the Judicial Council's representative to the  
TPPA.

**IN WITNESS WHEREOF**, this resolution was approved and adopted by  
the Judicial Council of California this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

AYES:

NOES:

ABSENT:

Signature:\_\_\_\_\_

**Chair, Judicial Council**

Tani G. Cantil-Sakauye  
Chief Justice of California

Signature:\_\_\_\_\_

**Secretary, Judicial Council**

Martin Hoshino  
Administrative Director, Judicial Council of California

**Amended and Restated**  
**TUOLUMNE PUBLIC POWER AGENCY**  
**JOINT POWERS AGREEMENT**

This Amended and Restated Joint Powers Agreement (“**Agreement**”) is made and entered into this 1st day of January, 2021, by and between the public agencies listed in Section III(A) (collectively, “**Parties**” or “**Member Agencies**”) within Tuolumne County, California who become signatories hereto, witnesseth:

**Preamble**

Whereas, Member Agencies entered into the original Agreement, dated May 19, 1982, forming the Tuolumne County Public Power Agency (“**Original Agreement**”), with other Tuolumne County public agencies joining in the intervening years; and

Whereas, the Member Agencies desire to amend and restate the Original Agreement; and

Whereas, this Agreement was further amended on the 1<sup>st</sup> day of January, 2013; and

Whereas, the Member Agencies desire to further amend this Agreement; and

Whereas, each of the signatory agencies to this Agreement and Tuolumne Public Power Agency **is operating “for public benefit” as a “public agency” as defined by Section 6500 of the Government Code of the State of California, and further interpreted as a “preference agency” under Section 9(c) of the Reclamation Act of 1939, 43 U.S.C. § 485h(c); and**

Whereas, Public Law 87-784, enacted in 1962 by the U.S. Congress, provided that 25 percent of the power generation produced at New Melones Dam be offered for sale to preference customers located within Calaveras and Tuolumne Counties; and

Whereas, the Joint Exercise of Powers Act (Government Code §§ 6500 *et seq.*) under which the Tuolumne Public Power Agency is organized, permits two or more public agencies by agreement, to jointly exercise any power common to the contracting parties; and

Whereas, the Parties hereto possess in common the power, among other things, to purchase and provide electrical service for their own use and to serve as aggregators under **the State’s Direct Access** and Community Choice Aggregation laws to serve other electrical loads within the County of Tuolumne; and

Whereas, the Member Agencies find that it is to their mutual advantage and public benefit to coordinate their use of energy, within the extent permitted by laws and regulations governing their respective authorities; and

Whereas, this Agreement supersedes and repeals the Original and First Amended Agreements.

NOW, therefore, in consideration of the mutual terms, covenants and conditions herein agreed, the Parties hereto agree as follows:

## **I. Purpose of Agreement**

It is the purpose of this Agreement to establish an agency to be recognized as the TUOLUMNE PUBLIC POWER AGENCY (“TPPA” or “Agency”), formerly known as the Tuolumne County Public Power Agency, for the purpose of:

- 1) Establishing its membership as a means of governance.
- 2) Acquiring electrical capacity and energy (herein collectively, “power”) for Member Agencies’ use and for the use of other customers.
- 3) Obtaining services for the delivery of such power to Member Agencies’ and customers’ places of use.
- 4) Contracting for short term “in county” retail electrical services to augment public benefit through enhanced economic development to fully utilize Tuolumne County’s New Melones power entitlement until such time that TPPA membership requires this power for its own public use.
- 5) Conducting studies relating to the acquisition, use and conservation of power supplies.
- 6) Exercising all other powers necessary and incidental to accomplish the purposes set forth herein.

## **II. Powers of Agency**

TPPA shall have the power, in its own name to: make and enter into contracts; employ agents and employees; establish committees, as necessary, and provide general directives for the work of such committees; explore and act upon ways of securing additional sources of power and means of making it available to member agencies and other customers; acquire, hold and dispose of property; take appropriate measures to meet all financial obligations of the Agency through assessments and other contributions, as hereinafter provided for; to adopt rules and regulations and to incur only those debts, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement. The Agency shall have all powers common to Member Agencies, including powers set forth elsewhere in this Agreement. Without limiting the generality of the foregoing and in furtherance of Section I, TPPA shall have the power (a) to establish and operate a program **for the acquisition and delivery of power under the terms of that certain “Agreement Relating to Service to Calaveras Public Power Agency and Tuolumne Public Power Agency Under Western Area Power Administration-PG&E Wholesale Distribution Tariff Service Agreement (Appendix B),” or any successor or replacement agreement and (b) establish and operate a program(s) for the acquisition and delivery of power (i) as a public agency under Public Utilities Code section 218.3(b) pursuant to the State’s Direct Access program and (ii) as or for a Community Choice Aggregator under Public Utilities Code section 331.1 pursuant to the State’s Community Choice Aggregation program. At the discretion of the TPPA Board of Directors, TPPA may jointly or separately operate the above-described programs, in whole or part.**

### **III. Membership**

A) Current Members: As of the effective date of this Agreement, the Parties to this Agreement are as follows:

- 1) County of Tuolumne
- 2) City of Sonora
- 3) Tuolumne Utilities District
- 4) Groveland Community Services District
- 5) Twain Harte Community Services District
- 6) Columbia Community College - YCCD
- 7) Bellevue School District
- 8) Big Oak Flat/Groveland School District
- 9) Chinese Camp School District
- 10) Columbia Union School District
- 11) Curtis Creek School District
- 12) Jamestown School District
- 13) Sonora School District
- 14) Sonora Union High School District
- 15) Soulsbyville School District
- 16) Summerville Elementary School District
- 17) Summerville High School District
- 18) Tuolumne County Superintendent of Schools
- 19) Twain Harte-Long Barn School District
- 20) Columbia Fire District
- 21) Jamestown Fire District
- 22) Mi-Wuk Fire District
- 23) Tuolumne Fire District
- 24) Jamestown Sanitary District
- 25) Tuolumne Sanitary District
- 26) Central Sierra Child Support Agency
- 27) Motherlode Fairgrounds
- 28) Jamestown Mine Trustee
- 29) Area 12 Agency on Aging
- 30) Amador-Tuolumne Community Action Agency
- 31) Motherlode Job Training
- 32) Chicken Ranch Rancheria of Me-Wuk Indians
- 33) Tuolumne Band of Me-Wuk Indians

B) Membership Qualifications

1) Any purchaser and user of electrical power which (i) is considered a public agency pursuant to Government Code section 6500 and that qualifies as a Preference Customer under Federal Reclamation law and (ii) has electrical load within the County of Tuolumne may become a Member Agency, as long as its electrical load meets the minimum required **criteria under TPPA's current** arrangements for wholesale distribution service, direct-access service, community choice aggregation service, or other applicable distribution service.

2) To become a Member Agency, the governing body of each new Member Agency shall adopt a resolution approving this Agreement and authorizing membership in TPPA.

- a) Prospective Member Agencies are to complete the Membership Application process which includes providing a completed membership form, a certified copy of the agency's **resolution** to the Agency administration.
- b) All new memberships require the approval of the TPPA Board of Directors, Western Area Power Administration and PG&E before they can accept power and any membership benefits through the Agency.
- c) New members of the Agency that are dissatisfied with the charges for power established by the TPPA Board of Directors, as described in Section VII, understand and agree that they have, as their sole remedy, the option to withdraw from TPPA membership, as described in Section III(D).

C) Tier 1 and Tier 2 Accounts (Meters)

- 1) Tier 1 accounts shall be any qualifying accounts that meet the minimum required criteria for wholesale distribution service, direct-access service, community choice aggregation service, or other applicable distribution service
- 2) Tier 2 accounts shall be any qualifying accounts as set forth in this section that serve a load or facility that operates for profit.

D) Consumption Rights: In the event that the amount of power from the New Melones entitlement available to the Agency is not sufficient to meet the consumption needs of all Member Agencies and customers, the priority for such power (or for rate preferences reflecting such power) is established in the following order:

- 1) Tier 1 Accounts
- 2) Tier 2 Accounts
- 3) Community choice aggregation or applicable distribution service customers
- 4) Direct access customers

The priority as described in this section may be modified by an amendment to this agreement.

E) Withdrawal from TPPA: Any Member Agency wishing to withdraw from TPPA membership prior to receiving power may do so by delivering a ninety (90) Day Notice of the intention to withdraw to the TPPA Board of Directors.

- 1) Any Member Agency wishing to withdraw from membership after receiving power may do so by delivering a ninety (90) Day Notice of their intention to withdraw to the TPPA Board of Directors.
- 2) Any Member Agency seeking withdrawal shall pay all charges due to the Agency.

- 3) A withdrawal by any party to this Agreement shall have no impact on the membership status of the remaining Member Agencies.
- F) Member Responsibility: All Member Agencies shall abide by all applicable laws, rules and regulations of the State of California and the Federal government with regard to power received through the Agency.

#### **IV. Agency Organization**

- A) The Governing Board of TPPA (“TPPA Board of Directors”) shall be the Tuolumne County Board of Supervisors. The TPPA Board of Directors shall receive no additional compensation for their Agency leadership other than the remuneration they receive as Board of Supervisors members.
- B) The Agency Director shall be appointed by the TPPA Board of Directors to oversee all aspects of the Agency administration and operations.
- C) Coordinator may be designated by the Agency Director **to manage the Agency’s** day-to-day affairs, including, but not limited to, the budget and long-range planning, but the Agency Director retains oversight responsibility.
- D) Agency Administrative Staff may be assigned by the Agency Director to ensure timely billing, payment collection, and other administrative duties as assigned
- E) The Agency Treasurer shall **be Tuolumne County’s** Tax Collector/Treasurer, who shall be the depository with custody of all Agency funds and shall serve on his/her official bond. The Treasurer shall be responsible for strict accounting responsibilities as outlined in the California Government Code, Sections 6505 and 6505.5.
- F) The Agency Controller **shall be Tuolumne County’s Auditor, who shall draw warrants to pay demands against the Agency to meet all of the Agency’s** obligations, as authorized by the TPPA Board of Directors. The Agency Controller shall serve on his/her official bond.
- G) The Agency Attorney **shall be Tuolumne County’s County Counsel, the legal** advisor to the Agency, its Board of Directors and its staff. The Agency Counsel will cooperate with the TPPA Board of Directors when special counsel for the Agency is required.
- H) Meetings for the TPPA Board of Directors shall be called at least once a year to review and adopt the annual budget.
- 1) Additional meetings of the TPPA Board of Directors may be called by:
- a. The Chair of the TPPA Board of Directors, who is also the Tuolumne County Board of Supervisors Chair for the calendar year.



- b. At least two members of the TPPA Board of Directors who request a meeting in writing to the Agency Board Chair.
  - c. Representatives from at least three Member Agencies who request a meeting in writing to the Agency Board Chair.
  - d. The administrative branch of the Agency (Director and/or Coordinator) for updates, advisements, fiscal issues and all matters requiring TPPA Board of Directors approval.
- 2) Member Agencies shall be given notice at least seventy-two (72) hours prior to any meeting date coming before the TPPA Board of Directors or for any meeting open to all JPA members not going before the TPPA Board of Directors.
  - 3) Meetings called by members of the TPPA Board of Directors or representative Member Agencies shall be conducted in a timely fashion, not to exceed thirty (30) days from the date of the written request.
  - 4) No business may be transacted without a quorum of the TPPA Board of Directors being present. A simple majority is required to approve all matters that come before the TPPA Board of Directors, except amendments to the JPA Agreement, as provided for in Section VI of this Agreement.

## **V. Full Utilization of New Melones Power Entitlement**

Tuolumne County is entitled to power based upon a 20 year rolling average of generation at New Melones, which is shared with Sierra Conservation Center. Accounting for load growth of existing Member Agencies over the next two decades, there is unutilized New Melones power entitlement available for use by a broadened scope of members, and customers of the Agency. Subject to the consumption rights and preferences specified in Section III(C), the TPPA Board of Directors shall seek to maximize **the County's** utilization of its New Melones entitlement through any means consistent with applicable federal, state and local laws.

## **VI. Amendments to the Agreement**

This Agreement may be amended upon the approval of two-thirds of all Member Agencies. Amendments to this Agreement shall be approved by resolution or equivalent authorizing document of the governing bodies of the Member Agencies.

## **VII. Charges and Assessments**

The TPPA Board of Directors shall establish charges for power used by Member Agencies and any end-use customers served under Direct Access or Community Choice Aggregation programs operated by TPPA. Without limiting the generality of the foregoing and the

discretion accorded governing boards under California law to establish charges for power on such basis as the TPPA Board of Directors shall reasonably determine (i) said charges shall include the cost of power, transmission and distribution, overhead, administrative expenses, legal and professional fees, meter reading charges, application fees, and all other fees and charges including an amount calculated to establish and maintain reasonable reserve accounts and capital improvement project funding and (ii) the TPPA Board of Directors may establish different charges for Member Agencies with Tier 1 or Tier 2 Accounts, and for other customers served by TPPA. The TPPA Board of Directors shall establish uniform charges for power for all Member Agencies.

- A) Billing: The Agency shall bill each Member Agency and customer monthly for power based upon the charges established by the TPPA Board of Directors. Payment shall be made within twenty (20) business days from the billing invoice date. Any bill not paid within thirty (30) business days from the billing invoice date shall be subject to a late fee assessment of ten percent (10%) of the unpaid balance, for every month that the bill remains unpaid.
- B) Delinquent Accounts: Any account in arrears for more than three (3) consecutive months is subject to termination, after receipt of official notice from the Agency Director. An expelled Member Agency may be reinstated only after it has:
  - 1. Paid all amounts due plus the accrued 10% penalties;
  - 2. Deposited an amount equal to the sum of energy costs for six (6) months, averaged over the preceding twelve (12) months; and
  - 3. Fulfilled the requirements of a new member, pursuant to Section III(B).
- C) Withdrawal: Any Member Agency that withdraws from membership shall be obligated to pay its pro-rata share of all encumbrances and indebtedness to the Agency as of the effective date of withdrawal.
- D) Accountability of Funds: TPPA is strictly accountable for all TPPA funds and participates annually in the independent Single Audit process. This audit is conducted by an outside Certified Public Accountancy firm in accordance with auditing standards generally accepted in the United States. **Each year's** report is available for any member agency representative to review during normal business hours.

## **VIII. Benefits of Membership**

TPPA membership entitles members to benefit in the following ways:

- A) Reduced power charges over standard investor-owned utility rates.
- B) A flat rate for consumption, which means no time of use schedules or accelerated rates for peak use times.
- C) **Eligibility to participate in TPPA's Energy Conservation Program.**

## **IX. Resolution of Disputes**

If the parties to this Agreement are unable to reach agreement with respect to a matter herein specified to be approved, established, determined or resolved by agreement of the parties, a party may call for submission of such matter or dispute to arbitration in the matter herein set forth. This call of an impasse shall be binding upon the other parties to the dispute. The TPPA Board of Directors shall continue to do all things and make all expenditures necessary in carrying out the duties and responsibilities provided for in this Agreement pending the final decision of the arbitrator.

- A) Arbitration Notice Requirement: Any party aggrieved has the right to request arbitration upon thirty (30) days' notice after declaration of impasse, at which time all interested parties shall then proceed to arbitration selection. Arbitration briefs shall be prepared if requested by the arbitrator selected and in the manner so requested.
- B) Selection of Arbitrator: Within ten (10) days following the submission of request for arbitration, the parties shall meet for the purpose of selecting one arbitrator. In the event the parties shall fail to select such arbitrator as herein provided, then they shall request the American Arbitration Association (or a similar organization if the American Arbitration Association should not at that time exist) to provide a list of arbitrators, the number of which shall be one more than there are sides to the dispute. The arbitrator selected above, if any, and all arbitrators on such list shall be available to serve and shall be skilled and experienced in the field which gives rise to the dispute and no person shall be eligible for appointment as an arbitrator who is an officer, employee or shareholder of any of the parties to the dispute or is otherwise interested in the matter to be arbitrated. Within thirty (30) days after the date of receipt of such list, the parties shall take turns striking names from said list. The last name remaining on said list shall be the selected arbitrator. Within ten (10) days after such selection, the parties shall submit to such arbitrator the written notices prepared pursuant to Section A. hereof.
- C) Governed Arbitration: Except as otherwise provided in this Section IX, the arbitration shall be governed by the rules of the American Arbitration Association (or a similar organization if the American Arbitration Association should not at that time exist) from time to time in force, except that, if such rules and practices as herein modified shall conflict with the laws of the State of California then in force, such laws shall govern. Arbitration (and the Arbitrator) shall be governed under the laws of the State of California. This submission and agreement to arbitrate shall be specifically enforceable. The findings, decision and award of the arbitrator upon any question submitted to it hereunder shall be final and binding upon the parties to the extent and in the manner provided by the laws of the State of California.
- D) The Right to Arbitrate: Included in the issues which may be submitted to arbitration pursuant to this Section is the issue of whether the right to arbitrate a particular dispute is permitted under this Agreement.

- E) Arbitrator's Request for Additional Information: The arbitrator shall hear evidence submitted by the parties and may call for additional information. Such additional information shall be furnished by the party or parties having such information. The arbitrator shall have no authority to call for additional information or determine issues not included in the submittal statement.
- F) Arbitrator's Award: The award of the arbitrator shall contain findings with respect to the issues involved in the dispute, including the merits of the respective positions of the parties, the materiality of any default and the remedy or relief which shall be required to resolve the dispute. The arbitrator may not grant any remedy or relief which is inconsistent with this Agreement. The arbitrator shall also specify the time within which the party shall comply with the arbitrator's award. In no event shall the award of the arbitrator contain findings on issues not contained in, or grant a remedy beyond that sought.
- G) Arbitrator's Award Regarding Default: If the arbitrator determines that a default exists, the award of the arbitrator shall contain findings relative to the period within which the defaulting party must remedy the default (or commence remedial action), and the remedies which may be exercised by the non-defaulting parties in the event the default is not remedied within such period.
- H) Arbitration Fees and Expenses: The fees and expenses of the arbitrator shall be shared equally among the parties involved in the arbitration, unless the decision of the arbitrator shall specify some other apportionment of such fees and expenses. All other expenses and costs of the arbitration shall be borne by the party incurring the same.

## **X. General Provisions**

- A) Assumption of Debts: Pursuant to Government Code section 6508.1, none of the debts, liabilities or obligations of the Agency shall be the debts, liabilities or obligations of any of the members of TPPA unless assumed in a particular case by resolution of the governing body of the member to be charged.
- B) Dissolution – Property: Any property acquired by the Agency shall remain the property of TPPA until dissolution of the Agency as a legal entity. Upon such dissolution, said property, whether real or personal, shall be divided among and distributed to all of the parties who at any time during the existence of the Agency were parties to this Agreement in proportion to the non-reimbursable contributions made by each such party to the Agency during its legal existence.
- C) Dissolution - Surplus Money: Any surplus money on hand upon dissolution of the Agency shall be returned to participating public agencies in proportion to the contributions made by each thereof.
- D) Insurance: The TPPA Board of Directors shall procure public liability and other insurance from a California admitted insurer in good standing (or through

another established public sector self insurance or excess program) to protect TPPA and each of the parties hereto, charging the cost thereof to the operating costs of the Agency. The TPPA Board of Directors shall take no other formal action until insurance has been procured.

- E) Immunities: All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers' agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them in the same degree and extent while engaged in the performance of any of their functions or duties extraterritorially under the provisions of Article 1 of Chapter 5, Division 7 of Title 1 of the Government Code of the State of California and as provided by law.
- F) Severability: It is hereby declared to be the intention of the signatories to this Agreement that the paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or article of this Agreement shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of a Court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs, clauses, phrases, sentences and articles of this Agreement.
- G) Notices: All notices required or given pursuant to this Agreement shall be deemed properly served when deposited, postage prepaid, certified or registered, in the United States mail, addressed to each signatory party at the address indicated on this Agreement, adjacent to the signature line of each party.
- H) Agency Designation: Pursuant to Government Code section 6509, **TPPA's** exercise of power is subject to the restrictions upon the manner of exercising the power of Tuolumne County.
- I) Repeal: This Agreement supersedes and repeals the Original Agreement dated May 19, 1982 and the first Amended Agreement dated January 1, 2013.
- J) Policy Discrepancy: If any conflict exists between the terms of this Agreement and the **"Rules and Regulations for Tuolumne Public Power Agency Members,"** the terms of this Agreement shall control."

## **XI. Effective Date**

This Agreement shall become effective upon the approval of two-thirds of all existing Member Agencies. This Agreement shall be signed by an authorized agent from each Member Agency that has adopted a resolution as noted above.

Signatories to this Agreement

<div>Seal</div>	X_____
	Type Full Name (here)/Title (here)
	_____
	Name of Agency (above)
	_____
	Mailing Address
_____	
City, State, Zip	
_____	
email	Date

Attest: \_\_\_\_\_  
Type Name / Title                      Date

Attachment:  
Member Agency Governing Body Resolution

*Tuolumne Public Power Agency*  
2 South Green Street  
Sonora, CA 95370  
Phone (209) 533-5511



## **RULES & REGULATIONS**

**for**

## **TUOLUMNE PUBLIC POWER AGENCY MEMBERS**

**January 2017**

## **CONTENTS**

<b>Section</b>	<b>Page</b>
<b>I. Introduction</b>	<b>3</b>
<b>II. TPPA Representatives</b>	<b>3</b>
<b>III. Eligible Electrical Accounts</b>	<b>3</b>
<b>IV. Definitions: Tier 1 and Tier 2</b>	<b>4</b>
<b>V. Adding New Electrical Accounts</b>	<b>5</b>
<b>VI. Solar Installations – Member Responsibilities</b>	<b>6</b>
<b>VII. Charging Stations Utilizing TPPA Energy</b>	<b>7</b>
<b>VIII. Deleting Existing Electrical Loads</b>	<b>8</b>
<b>IX. Electrical Installations</b>	<b>8</b>
<b>X. Billing Procedures</b>	<b>8</b>
<b>XI. Reserve and Loan Funds</b>	<b>9</b>
<b>XII. Budgeting Policy</b>	<b>10</b>
<b>XIII. Maintenance of Equipment &amp; Disruption of Power Service</b>	<b>10</b>
<b>XIV. Meter Reading</b>	<b>11</b>
<b>XV. Forms</b>	<b>12</b>



## **I. Introduction**

These *Rules and Regulations* have been prepared so TPPA and its member agencies comply with the provisions of the TPPA Joint Powers Agreement (JPA) and so TPPA can comply with contractual requirements that are contained within (1) the Western Area Power Administration (WAPA) Electric Service Contract and related agreements, and (2) the agreement relating to service to Tuolumne Public Power Agency under the WAPA-Pacific Gas and Electric (PG&E) Company Wholesale Distribution Tariff Service Agreement.

## **II. TPPA Representatives**

Each TPPA member agency shall appoint a representative to TPPA. The representative will receive correspondence from TPPA such as meeting agendas, budget memos, rate information, newsletters and other information. It is the responsibility of the representative to report this information to its member agency staff and/or Board of Directors, as applicable.

Each member agency shall provide TPPA the name, mailing address, telephone, fax, and email address of its representative. The member agency shall advise TPPA of any changes made to its representative and contact information.

## **III. Eligible Electrical Accounts**

New electrical accounts served by TPPA are accounts that comply with the following criteria:

1. The electrical load is located within Tuolumne County and serves the account in Tuolumne County
2. The electrical load is wholly owned, operated and maintained by a public preference agency as defined in the JPA
3. There is regular or seasonal use of power
4. The electrical account has a created monthly demand of 5 kW or greater or uses 20,000 kWh or more per year

## **IV. Definitions: Tier I & Tier 2**

The TPPA Amended and Restated Joint Powers Authority agreement, filed with the California Secretary of State on February 6, 2013 supersedes the original agreement, filed in 1983. It now includes agency membership as defined not only by Government Code 6500, but also includes preference agency membership as defined in Section 9(c) of the Reclamation Act of 1939.

Therefore, TPPA has broadened eligible membership to not only include local public agencies such as the county, City of Sonora, all public schools, special districts and other local JPAs, but also federal, state, tribal and other political subdivisions, as long as the eligible agency has a physical presence within the geographical boundaries of Tuolumne County and its presence is considered a benefit to the County of Tuolumne.

### **Tier 1 Members:**

TPPA Tier 1 members are defined as local public agencies which are wholly located within the geographical boundaries of Tuolumne County: City of Sonora, County of Tuolumne, public schools, special districts and JPAs.

By policy and the Amended JPA, Tier 1 members maintain first priority for their consumption needs and are entitled to rate stabilization funds, when available, and when granted by the TPPA Board of Directors.

### **Tier 2 Members:**

TPPA Tier 2 members are defined as other public agencies or preference customers that have a presence within the geographical boundaries of Tuolumne County and which benefit the county by their presence. Tier 2 members include a federal department or agency, federally recognized tribes and/or state agencies which are located within Tuolumne County.

Tier 2 membership requires separate recordkeeping and billing and may bear other administrative costs. The TPPA Board of Directors is responsible to establish the power rate for Tier 2 members when the TPPA budget is reviewed and approved, annually, in June. In order to pay for all associated Tier 2 costs, the Tier 2 member rate shall be set 3 cents higher than the actual cost (as opposed to a subsidized rate) for Tier 1 members for that same year. At some point in the future, if it appears that Tier 2 consumption could exceed the New Melones annual power allocation within a fiscal year, the TPPA Board of Directors will revisit the cost of providing service in order to establish a new Tier 2 rate. In this unlikely event, notice shall be delivered to all Tier 2 members at least 9 months in advance.

In the event that Tier 2 revenue collected in any given fiscal year exceeds the cost of providing electrical service to Tier 2 members, the remaining revenue shall be allocated as follows:

- 50% shall be deposited in the TPPA restricted rate stabilization fund (4470-305150-100370), to be utilized only with Board authorization.

- 50% shall be rebated to Tier 1 members by percentage of annual consumption, on an annual basis, after the closeout of each fiscal year (August).

Prospective Tier 2 members with hotel facilities may be eligible for an incentivized rate of 1 cent per kWh discount on their Tier 2 membership. The requirement for the discount would be a separate executed contract outlining an arrangement to contribute 10% of gross lodging receipts for public purposes negotiated and in place at the time of approval by all parties (TPPA Board, Western Area Power Administration and PG&E) that would run concurrent with the incentivized Tier 2 rate.

## V. Adding New Electrical Accounts

**New Members:** To become an authorized Tier 1 or Tier 2 TPPA member agency, which is a public agency as defined in the Preamble to the 2013 Amended and Restated Joint Powers Agreement, (JPA), the applicant must meet the membership criteria and pass the approval process as outlined in Section III of this same JPA. A *TPPA New Member Application* and a *New Member Governing Board Resolution* template are included in Section X: Forms.

**Existing Members:** A completed *TPPA Member Application to Add Electrical Service* form must be submitted to TPPA at least four months prior to transferring an existing PG&E account to TPPA power service. All new connections are subject to WAPA and PG&E approval.

**New Construction:** A completed *TPPA Member Application to Add Electrical Service* form must be submitted to TPPA at least 12 months prior to adding new accounts that involve a planned construction or extensive remodel which either adds substantial load to an existing account or creates a new electrical account. Decisions will need to be made whether the new account will be accepted at a Secondary Service rate level (as most TPPA accounts are) or at a Primary Plus level. If significant electrical improvement costs are borne by the builder-TPPA member, and the proposed building electrical consumption is expected to be high, it may benefit this new construction member to apply for the Primary Plus Service rate. This must be decided at the same time PG&E approves the application for this new account.

**Upgrades:** A completed *TPPA Member Application to Add Electrical Service* form must be submitted to TPPA at least four months prior to upgrading an existing load (meter). It is essential to involve TPPA up front in contracting with PG&E on your agency's behalf! If a new meter is deemed necessary, it will be considered a new account according to PG&E, and the member may want to explore the differences in benefits between Secondary Service and Primary Plus Service, as noted in the New Construction section immediately above. See also: Section VIII. Electrical Construction.

**Relocation:** Member agencies looking to relocate to another place of business within Tuolumne County are advised to notify the Agency at least four months prior to their

move, using the *TPPA Member Application to Add Electrical Service* form so as not to incur PG&E charges or lose TPPA status for that account.

TPPA will respond in writing within 30 days of receipt of each new application.

## **VI. Solar Installations - Member Responsibilities**

As solar power equipment becomes more affordable, and energy efficiency is sought as a way to reduce overall consumption for new and/or existing buildings, there may be requests to install photovoltaic (PV) equipment on or near member buildings.

In most cases, the rates TPPA members enjoy are far lower than the cost of PV installations, and will remain so for the immediate future. However, if TPPA members have interest in adding a PV installation to their facility, there are some policies and requirements that members should be aware of before proceeding.

### Requirements and Notes:

- 1) Members must go through TPPA to apply for a special permit with PG&E called the “*Generating Facility Interconnection Application for Non-Export or Certain Net Energy Metered Generation Facilities*” to install and run a PV system – even if there may not be any electricity that goes back into the grid. This can be a lengthy approval process with PG&E.
- 2) PG&E must approve this application and the member agency will have several inspections to pass. The member agency will be required to produce professional electrical drawings/schematics for the project; must provide a certified electrical inspection by a qualified third party at their own expense, as well as provide for the actual PV installation itself; and must be able to pass a final installation inspection to PG&E’s satisfaction, that includes safety features.
- 3) Under this PG&E application, members must understand and agree that any net energy produced by the PV installation which flows into the grid is not credited by either PG&E nor TPPA.
- 4) TPPA requires that members with PV installations maintain them at their own expense. Neither PG&E nor TPPA will provide maintenance work for them.
- 5) TPPA members are asked to provide annual energy efficiency savings (in terms of kWh) at the end of each fiscal year, but no later than July 30<sup>th</sup> of each year for the number of kWhs saved through the utilization of their PV system.
- 6) Important to note: For these PV installations, when the power goes down, so does the PV generation. This is a safety feature that insures PG&E linemen responding to outages do not become electrocuted when working to restore power.
- 7) Also: If a TPPA member installs a PV system and the annual consumption for that meter dips below 20,000 kWh per year, this could put that particular account into jeopardy of losing TPPA affiliation. As a consequence, that account may need to revert to PG&E.

## VII. Charging Stations Utilizing TPPA Energy

### Installing Charging Stations Utilizing TPPA Energy

1. If no separate meter is necessary to provide the power for Level 1\*, Level 2\*\* or Level 3\*\*\* charging, and no special attachments are needed, such as a credit card swipe to pay for charging vehicles, TPPA is to be notified of your agency's intentions to add a Level 1 or Level 2 or Level 3 charging station 2 months in advance.

Examples include: fleet charging of EVs using common household electrical outlets tied to an existing meter or implementing a dual charging station fed by an existing meter that does not require the use of a charge card to operate.

2. Charging stations that require installation of a new meter may not meet minimum load to be considered as a TPPA account. Reminder: The minimum requirement for new accounts (meters) is 20,000 kWh or more per year or 5 kW of connected load.
3. All charging station's maintenance is the responsibility of the member agency that installed the equipment.
4. TPPA members that install EV charging stations can list their charging station(s) on EV maps and/or networks noting where their charging stations are, if it is installed for public use, and is not part of an outsourced contracted service.
5. TPPA power cannot be sold to 3<sup>rd</sup> parties.
6. EV charging stations that operate without charging a fee to the consumer need no further approval from TPPA.
7. "Credit card swipe" EV charging stations will be considered on a case-by-case basis until such time as TPPA has developed a written standardized policy on this type of installation. Any sale of TPPA power to a 3<sup>rd</sup> party at an EV charging station shall be priced at the lowest possible cost consistent with sound business principles, and such price shall be subject to approval by the TPPA Board.

### Charging Stations, Defined:

\*Level 1: Most EVs when at home or when located at a place of business, use a common US household 110 outlet for Level 1 charging, also known as a "trickle charge". No specialized equipment is needed for this type of charge other than an electrical outlet and the charging cord that came with the vehicle at the time of purchase. Most EVs using Level 1 charging usually reach full charge by plugging in overnight.

\*\*Level 2: This is the most common type of charging station currently being installed outside of the home or office and uses about the same amount of voltage as a home dryer outlet. Stations using Level 2 charging most commonly have a J1772 connector and work for any type of EV except a Tesla. They provide anywhere from 3-6 times the charging rate of a Level 1 station, depending on the EV's type of on-board charger. This means that most EVs can be fully charged in about 6 hours or less at a Level 2 charging station.

\*\*\*Level 3: Also known as a "quick charge. Or "DC Fast Chargers"" Not all EVs are set up for quick charging. The ones that are receive more power in a much shorter period of time. Different fast charging EVs take varying times to fully recharge, depending on their capacity. The closer the battery is to empty, the electricity can flow at a faster pace. As the battery gets recharged, the rate slows (around 50% charge). Typical number of miles produced in a 30 minute Level 3 charging session is somewhere between 75-100 miles.

## VIII. Deleting Existing Electrical Loads

**For withdrawals:** A completed *Application to Withdraw from TPPA Electrical Service* form must be submitted to TPPA at least one month prior to termination of any electrical account (meter).

## IX. Electrical Installations

TPPA (the Agency) represents all members wishing to add new load (a new meter) to their place of business when studies, construction or a contract with PG&E (or another third party) is necessary. It is each member's responsibility to enlist TPPA as their representative, well in advance, before any contract is signed for installation of electrical equipment with PG&E. TPPA represents its members to ensure newly installed meters are affiliated with TPPA and not charged PG&E rates.

TPPA will request from PG&E (or a third party as applicable) a cost estimate for electrical improvements, and TPPA staff will sign and pay for any contract with PG&E on behalf of the member agency. At the time of TPPA's payment to PG&E, the member agency will reimburse the Agency in full for these costs.

Consequences of a member agency not including TPPA in this contractual process with PG&E will result in forfeiture of TPPA service and rates to the newly constructed electrical point of delivery. By default, PG&E becomes the utility serving this load.

## X. Billing Procedures

TPPA administrative staff will bill member agencies once a month for power used. Payment from member agencies to TPPA is to be received by TPPA within 20 business days of the invoice date so TPPA is able to meet its financial obligations to WAPA, the California Independent System Operator (ISO) and PG&E. If a turnaround of payment within 20 days produces a hardship for any TPPA member, they are encouraged to call TPPA Administration to make special arrangements. At no time should payments to TPPA exceed 30 days from the invoice date. Payments that are received later than 30 business days from the billing date will incur a 10 percent penalty. Member agency power bill payments are to be addressed and mailed to: TPPA, 2 South Green Street, Sonora, CA 95370. Postmarks will not be accepted as the date of payment.

**Penalty:** If an unpaid balance occurs after the 30 day payment period, the unpaid balance will be subjected to a 10 percent penalty compounded monthly and reflected in the next invoice. The penalty must be paid and received by TPPA within 20 days of the new invoice date.

**Billing Dispute:** When there is a question about a TPPA bill, the member agency representative shall contact TPPA's Deputy Director immediately to resolve the issue. If the billing dispute cannot be resolved by this means, then the member agency shall



make payment to TPPA as billed but under protest. The dispute shall then be resolved by the TPPA Board of Directors or as provided for in Section IX, Resolution of Disputes of the TPPA Joint Powers Agreement.

**Failure to Pay:** The failure of a member agency to adhere to the billing procedures or failure to make payment may result in that member being expelled from TPPA.

**Cost of Ownership Fees:** When Pacific Gas and Electric (PG&E) implements a “cost of ownership fee” for maintenance costs assigned to any newly placed or acquired meter/account, such as a Primary+ account, the member agency has the choice to:

1. Pay the one-time fee assessed by PG&E for the Primary+ option (versus Secondary Service), to initiate service.
2. Reconsider by making the new account a Secondary Service account which does not incur a cost of ownership fee.
3. Forfeit enrolling the meter/account in question into TPPA.

## **XI. Reserve and Loan Funds**

Membership dues are submitted by each new member agency to be used for costs associated with setting up new accounts. Membership funds in excess of costs, monthly collected AB 1890 funds, and any additional fiscal year-end surplus is deposited into TPPA reserve funds which may be allocated for capital expenses, the Energy Conservation Program, an active Rate Stabilization Fund, revolving loans and/or the general reserve account.

**Membership Dues:** New members joining TPPA shall pay a one-time membership fee in the amount of \$0.009 per kWh of their estimated (if new construction) or actual annual energy use.

**Reserve Fund:** Contractual commitments with WAPA and PG&E require TPPA to make payment within 30 days of the first of the month. Payments from member agencies to TPPA are due 20 business days, but not later than 30 business days from the billing. A reserve fund has been established in order for TPPA to maintain a positive cash flow. TPPA's reserve fund has also been used to support a Rate Stabilization Fund which was used in the past to minimize potential rate increases associated with power, transmission and distribution costs, when authorized for use by the TPPA Board of Directors for Tier 1 members.

**Energy Conservation Fund:** A requirement of TPPA's Power Service Agreement with WAPA and AB 1890 is to have an on-going energy conservation program. As part of TPPA's program, low-interest loans, audits and grants are available to member agencies to undertake energy conservation activities. 2.5 percent of the rate member agencies pay is deposited into an AB 1890 reserve fund, which is specifically targeted for energy

conservation activities. Please see the Energy Conservation Program packet for a complete description including application forms.

## **XII. Budgeting Policy**

Typically, the new fiscal year's budget is drafted beginning in April, brought to TPPA members in May, and then taken to the TPPA Board in June for consideration and approval. The electrical rate is then set for the next fiscal year which begins July 1 and runs through June 30 of the following year.

Some of TPPA's biggest expenses (for power) are from Western Area Power Administration and the California Independent System Operator, which run on a federal fiscal year (October 1 through September 30 of the next year). This can be problematic for calculating TPPA's budget so early in the year, as the early forecasts from these power organizations can change after the TPPA budget has been set.

**Contingency:** When there is no dedicated Rate Stabilization fund, the annual TPPA budget will include a \$100,000 contingency line item under expenses to cover for any unanticipated expenses, which, among other things, could include an unforeseen rate increase passed on to TPPA. If contingency funds are needed in any given fiscal year, they will be released to cover expenses only after a 4/5 or unanimous vote by the TPPA Board. If the contingency funds are not needed, or only partially needed, the remaining amount of unused contingency will flow through to the next year's budget.

**Establishing an "absolute floor" for the unrestricted fund balance:** When there is no Rate Stabilization Fund, one budgeting safeguard is to insert a contingency line item to pay for unforeseen expenses within the fiscal year. The other safeguard is to establish an absolute floor from which unrestricted funds cannot dip below. This can be accomplished by determining what amount of funds are needed for a three month period to pay for all expenses and then add at least \$50,000 more for a buffer.

Therefore, in any given year, a calculation is to occur at budgeting time to establish how much is needed to pay for 3 months' worth of TPPA expenses plus an additional \$50,000 to create an absolute floor, a budgeting safeguard which cannot be crossed.

Example: Let's say the monthly expenses for TPPA in a new fiscal year are \$250,000 a month.  $\$250,000 \times 3 = \$750,000$ .  $\$750,000 + \$50,000 = \$800,000$ . Therefore, \$800,000 would become the absolute floor for the unrestricted fund balance. Every new fiscal year budget will include advice to the Board as to the absolute floor for the unrestricted fund balance.

## **XIII. Maintenance of Equipment and Disruption of Power Service**

PG&E is responsible for maintaining distribution points of delivery. Contact your local PG&E office if there is a problem with malfunctioning equipment or a disruption of power service.



## **XIV. Meter Reading**

TPPA is currently responsible for the monthly reading of all eligible accounts. PG&E performs periodic readings in order to verify TPPA readings.

Member agencies are responsible for maintaining reasonable access to their electrical meters. This would include safe access by motor vehicle, workable doors and locks, and access to meter locations free of vegetation, snow when reasonably possible, storage items, etc.

Member agencies are also responsible to advise TPPA in advance of lock changes and are to provide TPPA new keys, prior to month-end route meter reading. *Additionally: It is a requirement of TPPA members to provide keys to TPPA management when requested and is a condition of TPPA membership.*

If it becomes economically feasible to do so, TPPA reserves the right to contract in the future with PG&E to obtain monthly meter reading data remotely or by assigned route. In this situation, outlying member meters not attached to PG&E's remote reading process, may become the responsibility of member agencies to read on a monthly basis.

## **XV. Forms**

- 1. TPPA New Member Application**
- 2. *New Member Governing Board Resolution* (template)**
- 3. TPPA Member Application to Add Electrical Service**
- 4. Application to Withdraw from TPPA Electrical Service**

# TPPA New Member Application

## (Side One)

### Instructions:

1. Please complete all parts of this application.
2. Make your check for membership dues payable to the Tuolumne Public Power Agency.
3. Attach to this completed application:
  - Your agency Governing Board's fully executed and signed Resolution
  - Your one-time dues payment

### General Information:

Agency Name: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Office Mailing Address: \_\_\_\_\_

Contact Person (Name): \_\_\_\_\_ Title: \_\_\_\_\_

Agency Phone: (\_\_\_\_) \_\_\_\_\_ Alt Contact Phone: (\_\_\_\_) \_\_\_\_\_

Email address (for TPPA info): \_\_\_\_\_

### Member Agency Representative

Name of person you appoint to serve as your TPPA representative: \_\_\_\_\_

Representative's email address: \_\_\_\_\_

Representative's Phone: (\_\_\_\_) \_\_\_\_\_

# TPPA New Member Application

(Side Two)

## Electrical Account Information

Eligible accounts for TPPA power service must use at least 20,000 kWh per year per meter or have a connected load of 5 kW or greater per meter.

→If there are more account locations or meters than 3, please copy this page and add other accounts.

Account Information	Location 1		Location 2		Location 3
Account Description					
Service Address					
PG&E Meter #					
PG&E Account #					
Annual kWh Use					
Connected Load kW					
Delivery Voltage					

## Membership Dues Calculation

Total the number of annual kWhs from the electrical account information section for all accounts and enter the number below:

Total annual kWhs:  X \$.009 = One Time Dues of \$ \_\_\_\_\_

## Certification

I hereby certify the information in this application is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

**Governing Board for (Name of Organization)**

**State of California**

**Resolution Approving Membership in the Tuolumne Public Power Agency (TPPA)  
and  
Authorizing the Chair to Sign the TPPA Joint Powers Agreement**

**WHEREAS**, the Tuolumne Public Power Agency (TPPA) provides electrical energy to its member agencies at attractive rates;

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of \_\_\_\_\_, that this agency hereby accepts the terms and conditions of the attached TPPA Joint Powers Agreement; and

**LET IT FURTHER BE RESOLVED** that the Chair is authorized to sign the Joint Powers Agreement and is authorized to make payment of dues, thereby making this agency a member of TPPA upon acceptance by the TPPA Board of Directors.

**ON A MOTION** by Chair \_\_\_\_\_, seconded by Governing Board Member \_\_\_\_\_, the foregoing Resolution was duly passed and adopted by the Governing Board of (Organization Name) \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

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

Chair (Print Name), \_\_\_\_\_ of the Governing Board

\_\_\_\_\_  
Attest

# TPPA Member Application to Add Electrical Service

Account Description: \_\_\_\_\_

Account Location: \_\_\_\_\_

## If an Existing PG&E Account

PG&E Account Number: \_\_\_\_\_

PG&E Meter Number: \_\_\_\_\_

Annual Kilowatt Hour (kWh) Usage: \_\_\_\_\_

Monthly Peak Demand (kW): \_\_\_\_\_

☐ New Account      or      ☐ Upgrade

Date Service Desired: \_\_\_\_\_

PROJECTED Annual Kilowatt Hours (kWh) Usage: \_\_\_\_\_

Monthly Peak Demand (kW): \_\_\_\_\_

Voltage Requirements: \_\_\_\_\_

## Other Information

Name of Member Agency: \_\_\_\_\_

Contact Person and Phone #: \_\_\_\_\_

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

The minimum requirement for new accounts is 20,000 kWh or more per year or 5 kW of connected load.  
At least 4 months advance written notice must be given to TPPA prior to date of desired service for existing accounts  
and 12 months for new construction.

# Application to Withdraw from TPPA Electrical Service

Member Agency: \_\_\_\_\_

Contact Person & Phone #: \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

Account Location: \_\_\_\_\_ TPPA Account #: \_\_\_\_\_

Meter #: \_\_\_\_\_

## Withdrawal Request



1) Terminate Electrical Service as of (Date): ☒ \_\_\_\_\_

Reason for withdrawal from TPPA Service: \_\_\_\_\_

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Signature: \_\_\_\_\_ Date of Request: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Last edited on 10/14/2014

First approved by TPPA Board of Directors on November 6, 2012;

Revisions approved on: Aug 19, 2014; Nov 4, 2014



# **ATTACHMENT A\_4**

## **New Member Application**



## New Member Application

### Instructions:

1. Please complete all parts of this application.
2. Make your check for membership dues payable to the Tuolumne Public Power Agency.
3. Attach to this completed application:
  - Your agency Governing Board's fully executed and signed Resolution
  - Your one-time dues payment

### General Information:

Agency Name: Judicial Council of California Date: \_\_\_\_\_

Billing Office Mailing Address: 2860 Gateway Oaks Drive #400, Sacramento, CA 95833

Contact Person (Name): Yassen Roussev Title: Supervisor, Sustainability

Agency Phone: (415) 865-4542 Alt Contact Phone: (\_\_\_\_)\_\_\_\_\_

Email address (for TPPA info): Yassen.Roussev@jud.ca.gov

### Member Agency Representative

Name of person you appoint to serve as your TPPA representative: Mei Tsuruta

Representative's email address: Mei.Tsuruta@jud.ca.gov

Representative's Phone: (415) 865-5333

### Electrical Account Information

Eligible accounts for TPPA power service must use at least 20,000 kWh per year per meter or have a connected load of 5 kW or greater per meter.

If there are more account locations or meters than 3, please copy this page and add other accounts.

Account Information	Location 1		Location 2		Location 3
Account Description					
Service Address	12855 Justice Center Drive, Sonora, CA 95370				
PG&E Meter #	1010611427				
PG&E Account #	1390498286				
Annual kWh Use	821,066 kWh				
Connected Load kW	1,140 kW				
Delivery Voltage	Secondary				

### Membership Dues Calculation

Total the number of annual kWhs from the electrical account information section for all accounts and enter the number below:

Total annual kWhs: 821,066 X \$.009 = One Time Dues of \$7,389.59

### Certification

I hereby certify the information in this application is true and correct.

Yassen Roussev

Signature YRoussev

Date: 3/30/2021

Title: Supervisor, Sustainability

# **ATTACHMENT A\_5**

**TPPA JPA Agreement Signatory Page**

## Signatories to this Agreement

<p style="text-align: center;"><b>Seal</b></p>	<p>X _____ Tani G. Cantil-Sakauye, Chief Justice of California and Chair of the Judicial Council</p> <p style="text-align: center;"><b>Judicial Council of California</b> Name of Agency (above)</p> <p><b>Mailing Address</b> 455 Golden Gate Avenue, San Francisco, CA 94102-3688</p> <p style="text-align: right;">_____/_____/2021 Date</p> <p>email _____</p>
--	--

**Attest:** \_\_\_\_\_  
Martin Hoshino, Administrative Director  
Judicial Council of California \_\_\_\_/\_\_\_\_/2021

**Attachment:**  
Member Agency Governing Body Resolution

## **ATTACHMENT B**

**<https://sgf.senate.ca.gov/sites/sgf.senate.ca.gov/files/GWTFinalversion2.pdf>**

***Governments Working Together***

# ATTACHMENT C

## Electric Rate Comparison Sheet

**Table 1. Electric Rate Comparison Worksheet for the New Sonora Courthouse**

<b>Utility Provider</b>	<b>Annual Estimated Electrical Cost*</b>
Tuolumne Public Power Agency	\$90,317
PG&E	\$198,393

<b>Rate Comparison</b>	<b>Annual Estimated Savings</b>
TPPA versus PG&E	\$100,686

<b>TPPA versus PG&amp;E</b>	<b>Ten-Year Projected Savings</b>
Estimated savings due to difference in electricity costs	\$1,130,957

Source: Attachment E – Energy and Cost Savings Calculation

\* Based on 61,500 square feet for New Courthouse.

# National Institute of Standards and Technology (NIST) Building Life Cycle Cost (BLCC) 5.3-20: Comparative Analysis

Consistent with Federal Life Cycle Cost Methodology and Procedures, 10 CFR, Part 436, Subpart A

**Base Case: PG&E B-10S**

**Alternative: TPPA**

## General Information

**File Name:**

**Date of Study:** Tue Feb 16 18:05:04 PST 2021

**Project Name:** 55-D1

**Project Location:** California

**Analysis Type:** FEMP Analysis, Energy Project

**Base Date:** January 1, 2022

**Service Date:** January 1, 2022

**Study Period:** 10 years (January 1, 2022 through December 31, 2031)

**Discount Rate:** 3%

**Discounting Convention:** End-of-Year

**Table 2. Comparison of Present-Value (PV) Costs: PV Life-Cycle Cost**

	Base Case	Alternative	Savings from Alternative
<b>Future Costs:</b>			
Energy Consumption Costs	\$1,776,153	\$801,316	\$974,837
Energy Demand Charges	\$356,113	\$0	\$356,113
	-----	-----	-----
<b>Total PV Life-Cycle Cost</b>	<b>\$2,132,266</b>	<b>\$801,316</b>	<b>\$1,330,950</b>



ATTACHMENT D

Energy and Cost Savings Calculation

Building	GFA (sf)	Site EUI (kBtu/ft²)	Site EUI (kWh/ft²)	Site Energy Use (kWh)	Natural Gas EUI (kBtu/ft²)	Natural Gas Use (kBtu)	Natural Gas Use (% of Site Total)	Natural Gas Use (kWh)	Electricity EUI (kBtu/ft²)	Electricity Use (kBtu)	Electricity Use (% of Site Total)	Electricity Use (kWh)
55-D1 New Sonora Courthouse	61,537	45.5	13.3	821,066					45.5	2,801,594	100%	821,066
24-G1 New Los Banos Courthouse	32,844	54.9	16.1	505,227	12.6	415,062	24.1%	121,643	39.9	1,308,843	75.9%	383,584
07-E3 Richard E. Arnason Justice Cent	73,454	50.8	14.9	1,094,036	11.9	876,313	23.5%	256,822	38.9	2,856,692	76.5%	837,214
Average:							23.8%	76.2%				

PG&E Electricity Costs Estimate											
21-22	22-23	23-24	24-25	25-26	27-28	29-30	30-31	31-32	32-33	10 Year Total PG&E Costs	
\$198,393	\$204,344	\$210,475	\$216,789	\$223,293	\$229,991	\$236,891	\$243,998	\$251,318	\$258,857	\$2,274,349	

TPPA Electricity Costs Estimate											
Membership (one off)	2021-22	2022-23	2023-24	2024-25	2025-26	2027-28	2029-30	2030-31	2031-32	2032-33	10 Year Total TPPA Costs
\$7,390	\$90,317	\$94,833	\$99,575	\$104,554	\$109,781	\$115,270	\$121,034	\$127,086	\$133,440	\$140,112	\$1,143,392

10 Year Total Savings											
	\$108,075	\$109,511	\$110,900	\$112,235	\$113,511	\$114,721	\$115,857	\$116,912	\$117,878	\$118,745	\$1,130,957
								Simple Payback of Membership fee (months)	NPV	IRR 10 Year	10 Year Total Savings Estimate
								1	\$933,165	1464%	\$1,130,957

Before - Total Annual Cost	
Total Elec Bill Cost - PG&E Rate	\$198,393
Estimatec Annual Escalation rate (%)	3%

After - Total Annual Cost	
Total Elec Bill Cost - TPPA Rate	\$90,317
One-Time TPPA Membership Fee	\$7,390
Estimated Annual Escalation rate (%)	5%
NPV Analysis Discount rate	3%
Total Annual Energy Cost Savings	\$100,686