

**Regular Meeting of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
AGENDA**

**Thursday, December 18, 2025
6:30 pm**

PLEASE NOTE: This meeting will be held in a hybrid format with both in-person and Zoom participation options for members of the public; Board members shall appear in person.

In-Person Meeting Locations:

**PCEA Lobby, 2075 Woodside Road, Redwood City, CA 94061
Los Banos City Hall, Conference Room A, 520 J Street, Los Banos, CA 93635**

**Zoom, Virtual Meeting Link: <https://pencleanenergy.zoom.us/j/87496649657>
Meeting ID: 874-9664-9657 Passcode: 2075 Phone: +1 (669) 444-9171**

This meeting of the Board of Directors will be held at the Peninsula Clean Energy Lobby: 2075 Woodside Road, Redwood City, CA 94061 and Los Banos City Hall, Conference Room A, 520 J Street, Los Banos, CA 93635 and by teleconference pursuant to California Assembly Bill 2449 and the Ralph M. Brown Act, CA Gov't Code. Section 54950, et seq. **Members of the Board are expected to attend the meeting in person** and should reach out to General Counsel for Peninsula Clean Energy, Jennifer Stalzer, with questions or accommodation information (jstalzer@smcgov.org). For information regarding how to participate in the meeting remotely, please refer to the instructions at the end of the agenda. In addition, a video broadcast of the meeting can be viewed at <https://www.peninsulacleanenergy.com/meetings-events> following the meeting.

Public Participation

The PCEA Board meeting may be accessed through Zoom online at <https://pencleanenergy.zoom.us/j/87496649657>. The webinar ID is: 874-9664-9657 and the passcode is 2075. The meeting may also be accessed via telephone by dialing +1(669) 444-9171. Enter the webinar ID: 874-9664-9657, then press #. (Find your local number: <https://pencleanenergy.zoom.us/u/kTIH1Ocod>). Peninsula Clean Energy uses best efforts to ensure audio and visual clarity and connectivity. However, it cannot guarantee the connection quality.

Members of the public can also attend this meeting physically at the **Peninsula Clean Energy Lobby** at 2075 Woodside Road, Redwood City, CA 94061 or **Los Banos City Hall**, Conference Room A, 520 J Street, Los Banos, CA 93635.

Written public comments may be emailed to PCEA Board Clerk, Nelly Wogberg (nwogberg@peninsulacleanenergy.com) and such written comments should indicate the specific agenda item on which the member of the public is commenting.

Spoken public comments will be accepted during the meeting in the Board Room(s) or remotely through Zoom at the option of the speaker. Please use the "Raise Your Hand" function in the Zoom platform, or press *6 if you phoned into the meeting, to indicate that you would like to provide comment.

Please note that Peninsula Clean Energy Board of Directors meetings are a limited public forum, and all public comment must relate to something that is within the subject matter jurisdiction of the Board. If comments do not relate to the subject matter jurisdiction of the Board, we will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the subject matter jurisdiction of the Board.

ADA Requests

Individuals who require special assistance or a disability related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting, should contact Nelly Wogberg, Board Clerk, by 10:00 a.m. on the day before the meeting at (nwogberg@peninsulacleanenergy.com). Notification in advance of the meeting will enable PCEA to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.

Closed Captioning is available for all PCEA Board meetings. While watching the video broadcast in Zoom, please enable captioning.

CALL TO ORDER / ROLL CALL / APPROVE TELECONFERENCE PARTICIPATION UNDER AB 2449

This item is reserved to approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.

PUBLIC COMMENT

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

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. [Approval of Amendment to Contract for Climate Action Planning Support with San Mateo County Department of Sustainability in the Amount of \\$95,000 for a total not to exceed amount of \\$380,000](#)
2. [Approval of Amendments to Contracts with Sports Basement, ELV Motors, Kevin's Bikes, and Chain Reaction Bicycles, and a New Contract with ELV Motor Bikes, as Part of the E-Bikes Program](#)
3. [Approval of Amendments to Peninsula Clean Energy Operating Rules and Regulations: "Policy 16, Policies and Procedures for Board of Directors and Committees"](#)
4. [Approval of Minutes from the November 20, 2025 Board of Directors Meeting](#)
5. [Approval of Home Upgrade Program Self-Service Offering Loan and Rebate Expenditures in an amount not to exceed \\$25M for Customer-Selected Contractors through June 30, 2027](#)

REGULAR AGENDA

6. Chair Report (Discussion)
7. [CEO Report \(Discussion\)](#)
8. [Update on First Year Results of In-House Contact Center \(Discussion\)](#)

9. Briefing on PCE's Energy Efficiency Application to the California Public Utilities Commission (Discussion)
10. Planning Discussion for Agency's 10-Year Anniversary (Discussion)
11. Board Open Forum Regarding Constituent Feedback, 2026 Board Member Priorities, Questions and/or Suggestions by Directors (Discussion) (CONTINUED FROM OCTOBER 23, 2025 BOARD OF DIRECTORS MEETING)
12. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

13. Account Services Quarterly Update
14. Data and Technology Department Quarterly Report
15. Energy Supply Procurement Quarterly Update
16. Regulatory Policy Team Quarterly Update
17. Report on California Community Power (CCP) Joint Powers Authority
18. Social Media FAQ's
19. Acronym List

ADJOURNMENT

Public records that relate to any item on the open session agenda are available for public inspection. The records are available at the Peninsula Clean Energy offices or on PCEA Website at: <https://www.peninsulacleanenergy.com>.

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

- Please mute your microphone when you are not speaking to minimize audio feedback
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- If participating via videoconference, audio quality is often better if you use the dial-in option (option 2 below) rather than your computer audio

Options for Joining

- Videoconference with Computer Audio - see Option 1 below
- Videoconference with Phone Call Audio - see Option 2 below
- Calling in via Telephone/Landline - see Option 3 below

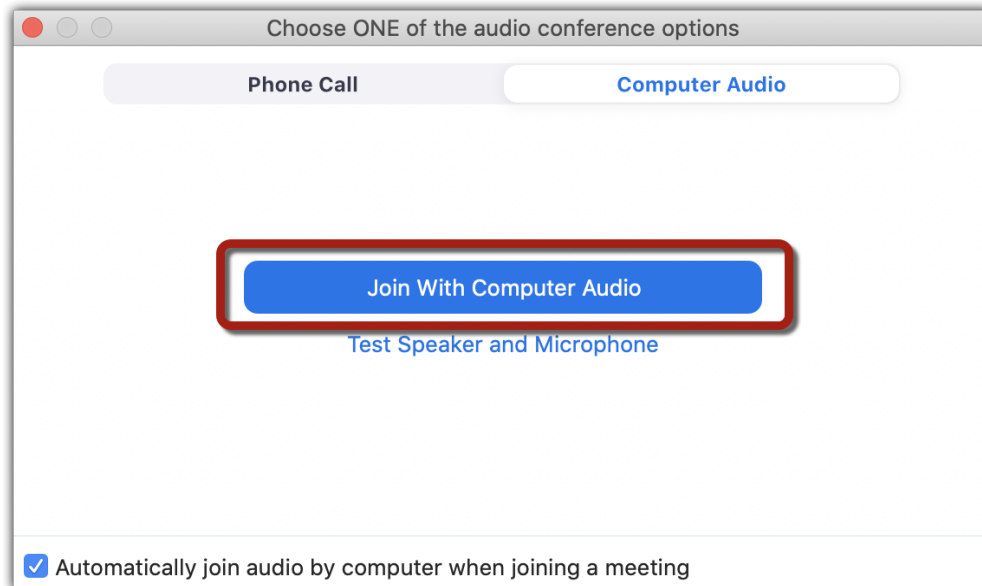
Videoconference Options:

Prior to the meeting, we recommend that you install the Zoom Meetings application on your computer by clicking here <https://zoom.us/download>.

If you want full capabilities for videoconferencing (audio, video, screensharing) you must download the Zoom application.

Option 1 Videoconference with Computer Audio:

- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/87496649657>
- The Zoom application will open on its own or you will be instructed to open Zoom.
- After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Computer Audio option at the top of the pop-up screen.



- Click the blue, "Join with Computer Audio" button.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Option 2 Videoconference with Phone Call Audio

- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/87496649657>
- The Zoom Application will open on its own or you will be instructed to Open Zoom.

- After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Phone Call option at the top of the pop-up screen.

Choose ONE of the audio conference options

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Meeting ID 827 7284 3517

Participant ID

Passcode 2075

- Please dial +1 (669) 444-9171.
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Audio Only Options:

Please note that if you call in/use the audio only option, you will not be able to see the speakers or any presentation materials in real time.

Option 3: Calling in via Telephone/Landline:

- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 followed by #.**
- You will be instructed to enter your **Participant ID** followed by #. If you do not have a participant ID or do not know it, you can press # to stay on the line.
- You will be instructed to enter the meeting passcode **2075 followed by #.**



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025
MEETING DATE: December 18, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Rafael Reyes, Senior Director of Energy Programs

SUBJECT: Approval of Amendment to Contract for Climate Action Planning Support with San Mateo County Department of Sustainability in the Amount of \$95,000 for a total not to exceed amount of \$380,000

RECOMMENDATION

Delegate authority to the Chief Executive Officer to execute an Amendment to the Contract with San Mateo County Department of Sustainability to add \$95,000 for a total of up to \$380,000 and extend the term to December 31, 2026 to provide climate action planning support to local governments.

BACKGROUND

Peninsula Clean Energy's mission is to provide affordable, clean electricity and advance local solutions that lower costs, reduce pollution, and strengthen community resilience. The County of San Mateo's Department of Sustainability (DOS) has supported local governments in their climate action plan (CAP) efforts through the Regionally Integrated Climate Action Planning Suite (RICAPS) since 2011, providing emissions inventories, business-as-usual forecasts, a CAP document template, a menu of CAP measures with cost-benefit analysis, visualization of emissions data, technical consultation and facilitated collaboration. The RICAPS program has been instrumental in enabling robust and well-aligned climate action plans across the County. Through this program, all 21 agencies in the County have engaged with and received substantive support through the program. These activities were carried out by DOS with consulting support from outside consultants under contract to DOS.

Funding for the initial set of RICAPS tools was from a set of grants from the Bay Area Air Quality Management District. Until 2019, RICAPS was supported by California Public Utilities Commission (CPUC) approved funding from PG&E with matching funds by C/CAG. In 2019 PG&E reduced its funding and Peninsula Clean Energy began support for the RICAPS program to ensure the support continued uninterrupted. In 2023 the Board approved and PCE executed a 3-year contract for up to \$285,000 to support the program.

DISCUSSION

Staff is seeking approval by the Board on the contract with DOS to continue the RICAPS

program for the purpose of providing climate action planning technical support to San Mateo County jurisdictions including:

1. Technical support for monthly RICAPS working group meetings and Implementation working groups for city and County sustainability staff
2. Updating the RICAP tools including CAP templates, forecasts, menu of measures, cost-benefit analysis tool, emissions visualization, as well as new tools for decarbonization planning and policies
3. Providing individualized advice and climate action planning technical assistance to cities using the RICAPS tools
4. Tracking and providing support for city and County progress on climate action planning and execution including municipal operations

Peninsula Clean Energy staff is recommending for approval the attached amendment to the contract with DOS. The amendment extends to funding through the end of 2026 and align the contract with the RICAPS planning process the DOS plans to undertake in 2026.

FISCAL IMPACT

Expenditures are within the approved FY 2025-2026 budget.

ATTACHMENTS:

[2025.12.18_BOD_PCE-SMC_CAP_Amendment_1_.docx](#)

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF AMENDMENT TO CONTRACT FOR CLIMATE ACTION PLANNING SUPPORT WITH SAN MATEO COUNTY DEPARTMENT OF SUSTAINABILITY IN THE AMOUNT OF \$95,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$380,000

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo and the City of Los Banos, State of California (“Peninsula Clean Energy” or “PCE”), that

WHEREAS, PCE was formed on February 29, 2016; and

WHEREAS, reducing greenhouse gasses to reduce the adverse public wellbeing and economic impacts of climate change is an organizational priority for PCE; and

WHEREAS, local government programs for climate action planning in San Mateo County have been well served by the County of San Mateo’s Regionally Integrated Climate Action Planning Suite (RICAPS) since 2011; and

WHEREAS, local government climate action planning is a critical part of the County’s and Peninsula Clean Energy’s climate strategies, and

WHEREAS, PCE executed an agreement with Board approval in 2023 providing support for the RICAPS program; and

WHEREAS, continued support for the program will further enable climate action support for local governments in the County, and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to contract with the County of San Mateo to continue the RICAPS program.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to finalize and execute an Amendment with the County of San Mateo in the amount of \$95,000 for a total not to exceed amount of \$380,000 and to extend the term to December 31, 2026; the Agreement shall be inclusive of terms consistent with those presented, in a form approved by the General Counsel.

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AND THE COUNTY
OF SAN MATEO DEPARTMENT OF SUSTAINABILITY**

THIS AMENDMENT TO AN AGREEMENT, is entered into this December 1, 2025, by and between PENINSULA CLEAN ENERGY, a California joint powers authority, hereinafter called "PCE," and the County of San Mateo, hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on April 11, 2023, for the purpose of Contractor's delivery of "RICAPS" climate action planning assistance to San Mateo County and its municipalities ("Agreement"); and

WHEREAS, PCE and County have determined that it would be mutually beneficial to extend the schedule, during which the work is to be performed so that additional technical assistance for local governments for climate action planning can be provided to support PCE and County's mission to advance decarbonization; and

WHEREAS, the parties wish to amend the Agreement to extend the contract term to December 31, 2026 for the purpose of continuing that support to local governments as described in Exhibit A.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 4 Term is hereby replaced in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2023 through December 31, 2026. (revised December 1, 2025)

2. The text of Section 3 "Payments" shall be replaced in its entirety with:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable.

In no event shall PCEA's total fiscal obligation under this Agreement exceed three-hundred and eighty thousand dollars (\$380,000).

In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

(revised December 18, 2025)

3. The text of Exhibit A shall be replaced in its entirety with the attached Exhibit A (revised December 18, 2025).
4. The text of Exhibit C shall be replaced in its entirety with the attached Exhibit C (revised December 18, 2025).
5. Except as expressly amended herein, all other provisions of the Agreement and Amendment 1 not in conflict, shall remain in full force and effect.
6. This Amendment No. 1 shall take effect upon the date of execution by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

Peninsula Clean Energy Authority

By: _____
Shawn Marshall, CEO

By: _____

Name: _David Canepa_____

Title: __Board President_____

Dated: _____

Dated: _____

Exhibit A

(revised December 18, 2025)

1. Administrative Tasks

1.1 Workplan Development and Kickoff Meeting

At the beginning of each calendar year, Contractor staff will prepare a detailed project plan that will identify priority projects and initiatives. Contractor staff will hold a kickoff meeting with PCEA to review these initiatives, objectives, budget, timeline, and administrative processes at a mutually determined time.

1.2 Regular Progress/Strategy Calls

Contractor staff will meet with the RICAPS technical assistance consultant as mutually determined to discuss progress with cities, plan RICAPS working group meetings, and strategize about policy development. PCEA staff will be invited to participate in these meetings.

1.3 Subcontracts

All subcontracts will be provided to PCEA Director of Energy Programs for review prior to execution to verify compliance with contract terms.

1.4 Final Report

Provide a final report (2-4 pages) by December 31 of each calendar year which includes:

- a. Itemized description of outcomes for each project objective
- b. Itemized description of any additional accomplishments
- c. Evaluated conclusions drawn from the project including lessons learned and recommendations for future work
- d. Supplemental documentation which may include key materials used in RICAPS or related work.

2. Local Government Technical Assistance

Contractor will provide climate action planning technical support to San Mateo County jurisdictions and run the Regionally Integrated Climate Action Planning Support (RICAPS) Climate Collaborative program on an ongoing basis. Contractor activities will include:

2.1 Supporting jurisdictions on working collaboratively on climate action implementation

Through surveys, individual consultations, and discussions during working group and ad hoc meetings, the Contractor will work to establish consensus on climate action goals and identify high impact areas with common interest by multiple jurisdictions. The Contractor will work to align resources to support a multi-city or countywide approach for collaborative climate action initiatives.

Contractor will continue to facilitate three Implementation Working groups focused on building electrification, EV infrastructure deployment, and mode shift. These groups are largely member-led and are

supported by agency staff from PCE, Caltrain, BART, SamTrans, the TA, and C/CAG. Here, sustainability staff engage with other staff from jurisdictions across the county from planning, department of public works, and facilities backgrounds to develop and implement projects such as grant proposals, Ebike program concepts, an EV resources hub, EV infrastructure messaging campaigns, and a multifamily electrification summit. The Contractor will continue to support these groups in a manner that drives leadership from within and provides a constructive space for project implementation concepts to develop and take root.

2.2 Hosting of monthly RICAPS working group meetings with city and Contractor sustainability staff

The Contractor hosts a monthly working group with agency staff to exchange ideas, share climate action planning resources, and collaborate on multi-city and/or countywide climate action initiatives.

Provide an opportunity for PCEA staff to share information and get feedback about program offerings.

2.3 Developing guidance documents and template policies

Contractor will develop technical resources and tools to support municipal staff in reducing greenhouse gas emissions. Work will include convening ad hoc advisory group meetings to get input and buy-in from municipal staff on technical resources and policy approaches. Contractor will refine the scope of technical resources in coordination with advisory groups and PCEA. The Contractor's technical assistance consultant will develop template policies and guidance documents.

Contractor will resume efforts around advancing the adoption of an "Electrification First" policy to advance municipal decarbonization efforts in the County. In 2026, Contractor efforts will focus on providing more robust and tailored support for at least two cities to help city sustainability staff navigate barriers in advancing such a policy. As the Contractor engages in a more in-depth adoption effort on this policy front, staff will gather information, feedback, and insights on the effectiveness of this approach, and whether an upscaled effort is warranted for this specific policy and/or other potential policies in the future.

2.4 Updating RICAPS tools

Contractor will update climate action planning templates and measures to reflect the latest best practices and address municipal needs.

2.5 Providing individualized advice and climate action planning technical assistance to jurisdictions using the RICAPS tools

The technical assistance consultant will assist with activities such as:

- a. Support individual jurisdictions in setting their CAP goals and developing a set of CAP measures to meet those goals. Assist jurisdictions in verifying baseline and current GHG emissions inventories and calculating business-as-usual reduction target vs. forecasted reduction targets. Provide calculations of emissions using different groupings of CAP measures. Help jurisdictions evaluate cost-effectiveness and feasible time horizons for CAP measures. Help jurisdictions develop a strategy for achieving carbon neutrality, including incorporating carbon sequestration as requested.
- b. Support sustainability coordinators in explaining CAP development strategies for their jurisdiction. Participate in and/or give presentations at meetings with city staff and/or Councils as requested, including kick-off meetings, council study sessions, etc.

- c. Support municipal staff in assessing compliance with requirements. Assist jurisdictions in determining steps to comply with CEQA (i.e., initial study, negative declaration, etc.). Review CAP documents to verify compliance with common requirements for qualified GHG reduction strategies.
- d. Provide other related CAP development assistance as needed when mutually agreed upon in advance of work.

2.6 Providing support for decarbonization of municipal operations

Coordinate with the San Mateo County Energy Watch (SMCEW) program to assist jurisdictions in identifying, implementing, and tracking progress on municipal decarbonization projects. (Activities provided by the SMCEW program are listed in Exhibit C.) Provide updates to PCEA about SMCEW decarbonization activities.

- a. Promote awareness of and participation in SMCEW decarbonization activities for jurisdictions, special districts, K-12 public school districts and small businesses to advance decarbonization projects.
- b. Support city participation in SMCEW efforts to identify municipal decarbonization projects to put in Capital Improvement Plans (CIPs) and/or implement using PCE GovBE funding (see Exhibit C).
- c. Facilitate countywide engagement with the recommended decarbonization strategies, and support sustainability staff in advancing projects within their jurisdictions.

2.7 Providing other climate action support as requested

PCEA may request additional strategic support on activities relating to improving the level of engagement and overall satisfaction with workgroup meetings. PCEA may also request additional strategic and technical support on reach code development, existing building electrification initiatives, and cross-county programmatic and policy coordination. This may involve data gathering and synthesis as well as integrating equity-oriented considerations.

2026 Priorities

1. Facilitate three Implementation Groups to advance project development and implementation across three key topic areas: building electrification, EV infrastructure deployment, and mode shift. Key projects for 2026 include hosting a multi-family decarbonization summit, support for reach code development, grant proposals, Ebike program concepts, an EV resources hub, and EV charging messaging campaigns (in collaboration with PCE staff).
2. Lead collaborative grant applications: this may involve Prop 4 bond funding in addition to other future funding sources.
3. Support at least two cities in implementing “Electrification First” policy to advance municipal building electrification. Adapt approach to supporting cities with policy adoption based on lessons learned.
4. Working with SMCEW program, support 5 cities in substantive updates to their CIPs establishing replacement of fossil fuel equipment with efficient electric alternatives across municipal facilities to the degree technically and economically feasible. Facilitate 3 cities in applying to the PCE GovBE program funding near term replacements (see Exhibit C).

Exhibit C

(revised December 18, 2025)

The following decarbonization services are provided to public agencies in San Mateo County via the San Mateo County Energy Watch (SMCEW) program.

1. Support Implementation of Decarbonization Projects

- Conduct site visits of public agency buildings to catalog methane gas equipment using the Excel-based tool.
- Identify projects that include methane gas equipment in current CIP lists.
- Present customized, prioritized recommendations for replacing gas equipment with all-electric alternatives by taking advantage of rebates, incentives, financing, and grants relevant to their decarbonization efforts, especially PCE GovBE funding and programs provided by PG&E and BayREN. Integrate decarbonization projects into city CIP.
- Support a robust collaboration/partnership between the Sustainability Department, the San Mateo County Office of Education, Peninsula Clean Energy, PCE Schools BE, Willdan GK-12, and PG&E with the goal of electrifying all domestic-size water heating across the county and advancing HVAC electrification projects by presenting agencies with proposals that stack PCE grants with GK-12 technical assistance and the turnkey HPWH program.
- Track progress on implementing decarbonization projects and provide support in overcoming barriers.
- Analyze methane gas catalogs across multiple jurisdictions to identify opportunities for group procurements.

2. Benchmarking of Energy Use Using EPA Portfolio Manager Tool

- Update benchmarking profiles of municipal buildings already benchmarked by SMCEW on Portfolio Manager, as needed.
- Benchmark additional buildings as needed, to ensure that all buildings using methane gas have a profile on the Portfolio Manager platform.
- Share benchmarking reports with each jurisdiction and Peninsula Clean Energy, as requested.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 8, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Phillip Kobernick, Associate Director of Energy Programs, Peninsula Clean Energy

SUBJECT: Approval of Amendments to Contracts with Sports Basement, ELV Motors, Kevin's Bikes, and Chain Reaction Bicycles, and a New Contract with ELV Motor Bikes, as Part of the E-Bikes Program

RECOMMENDATION

Approval of contract amendments with Sports Basement, ELV Motors, Kevin's Bikes, and Chain Reaction Bicycles, and a new contract with ELV Motor Bikes, as part of the E-Bikes program.

BACKGROUND

Peninsula Clean Energy's mission is to provide affordable, clean electricity and advance local solutions that lower costs, reduce pollution, and strengthen community resilience. Peninsula Clean Energy aims to support its mission through investment in local community programs. Transportation emissions are one of the most significant challenges to decarbonization in San Mateo County, accounting for about 50% of direct emissions.

To support decarbonization efforts, the Board approved the Peninsula Clean Energy Program Roadmap in September 2018. As part of the implementation of the Roadmap in July 2020, the Board approved a low-income e-bike rebate program, named the "E-Bikes for Everyone" program.

The e-bike rebate program has evolved since it first began in 2021. Initially the rebate was \$800 and was only available during limited months in the summer. Under the current program, which has been very popular with lower income customers, the rebate is up to \$1,000 per customer and open year round. Additionally, Senior Coastsiders and El Concilio, two community organizations, have partnered with PCE to provide assistance to customers who need help applying for the program rebate.

The e-bike rebate program has been a particularly popular program among PCE customers. In a customer [testimonial](#), Laura from Los Banos commented that it has made biking more accessible and "it's something I look forward to every night instead of just sitting at home in

the evening.” Customers have also reported that they reduce the amount they drive by about 10% following the acquisition of an e-bike, yielding significant emissions reductions.

Since the e-bike program opened in 2021, nearly 2,000 e-bike rebates have been provided to the community as of December 2025. More than twenty local bike shops have contracted with Peninsula Clean Energy to provide rebates as a point-of-sale discount to customers, furthering the value and customer accessibility of the program.

DISCUSSION

Bike shops enter into contract directly with Peninsula Clean Energy to provide e-bike rebates to customers at the point of sale. Four bike shops, listed in the table below, are expected to exceed \$250,000 in spending through the end of fiscal year 2027. PCE staff are seeking to amend these contracts by increasing the total scope of each agreement to allow for increased spending through the end of fiscal year 2027.

Bike Shop	Proposed Total Contract Amount, as Amended
Sports Basement	\$1,020,000
Kevin’s Bikes	\$830,000
Chain Reaction Bicycles	\$830,000
ELV Motors	\$380,000

In addition to the 4 bike shops amendments above, a new bike shop is also being added to the program. ELV Motor Bikes, Inc., a newly formed bike shop following the acquisition of ELV Motors, is expected to be a high volume bike shop in the program and has a proposed contract value of \$750,000 through the end of fiscal year 2027.

FISCAL IMPACT

Funding for this program is included in the Board-approved Community Energy Programs budget.

STRATEGIC PLAN

NA

ATTACHMENTS:

[ELV Motor Bikes - PCE Bike Shop Contract 2025.docx](#)

[2025.12.18 BOD DRAFT - Chain Reaction - PCE Contract Amendment 1.docx](#)

[ELV Motors - PCE Contract Amendment 1.docx](#)

[Kevins Bikes - PCE Contract Amendment 1.docx](#)

[Sports Basement - PCE Contract Amendment 4.docx](#)

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF AMENDMENTS TO CONTRACTS WITH SPORTS BASEMENT, ELV MOTORS, KEVIN'S BIKES, AND CHAIN REACTION BICYCLES, AND A NEW CONTRACT WITH ELV MOTOR BIKES, AS PART OF THE E-BIKES PROGRAM

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo and the City of Los Banos, State of California ("Peninsula Clean Energy" or "PCE"), that

WHEREAS, PCE was formed on February 29, 2016; and

WHEREAS, the Board of Directors approved the E-Bikes for Everyone Program on July 23, 2020; and

WHEREAS, the E-Bikes for Everyone program opened in May 2021, and has since provided over 2,000 e-bike rebates to the community; and

WHEREAS, E-Bikes are a demonstrated method to reduce greenhouse gas emissions which also reduce cost, especially for low-income community members; and

WHEREAS, Peninsula Clean Energy wishes to meet continued community demand for e-bikes; and

WHEREAS, PCE has contracted with multiple bicycle stores, including Sports Basement, Kevin's Bikes, and Chain Reaction Bicycles, to administer e-bike rebates to qualified customers; and

WHEREAS, Peninsula Clean Energy is satisfied with Sports Basement, Kevin's Bikes, and Chain Reaction Bicycles prior participation in the E-Bikes for Everyone program and would like to amend their contracts to continue providing e-bike rebates; and

WHEREAS, Peninsula Clean Energy would like to add ELV Motor Bikes, Inc. As a new bike shop to the e-bike program to provide e-bike rebates.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to finalize and execute an amended agreement with Sports Basement in an amount not to exceed \$1,020,000, an amended agreement with Kevin's Bikes in an amount not to exceed \$830,000, an amended agreement with Chain Reaction Bicycles in an amount not to exceed \$830,000, an amended agreement with ELV Motors in an amount not to exceed \$380,000, and an agreement with ELV Motor Bikes, Inc., in an amount no to exceed \$750,000 over contract terms of approximately 1.5

years through June 30, 2027 and in a form approved by the General Counsel.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND ELV MOTOR BIKES INC

This Agreement is entered into this 18th day of December, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and ELV Motor Bikes Inc., hereinafter called "Participant Bike Shop."

* * *

Whereas, pursuant to Section 6508 of the Joint Exercise of Powers Act, PCEA may contract with independent Participant Bike Shops for the furnishing of services to or for PCEA; and

Whereas, it is necessary and desirable that Participant Bike Shop be retained for the purpose of E-bike rebate administration.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Bike Shop Services

Exhibit B—Payments

Exhibit C—PCEA Services

2. Services to be performed by Participant Bike Shop

In consideration of the payments set forth in this Agreement and in Exhibit B, Participant Bike Shop shall perform services for PCEA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Participant Bike Shop in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Participant Bike Shop based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable.

Participant Bike Shops will receive incentive funds based on the number of bikes sold in accordance to the terms of this Agreement, outlined below. While the volume of e-bikes sold will naturally vary among bike shops, the total sum of rebates issued to this Participant Bike Shop and others by PCEA shall not exceed the total PCE incentive budget. Incentives shall be awarded at the sole discretion of PCEA until exhausted. In no event, shall PCEA's total rebate incentive reimbursement obligation to Participant Bike Shop under this Agreement exceed seven hundred and fifty thousand (\$750,000). **Participant Bike Shop understands and acknowledges that PCEA has sole discretion to review reimbursement applications, determine program eligibility, award, and distribute E-bike Rebate program funds.**

In the event that the PCEA makes any advance payments, Participant Bike Shop agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 18, 2025, through June 30, 2027.

5. Termination; Availability of Funds

This Agreement may be terminated by Participant Bike Shop or by the Chief Executive Officer of the PCEA or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Participant Bike Shop shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to Participant Bike Shop as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

6. Intellectual Property and Ownership of Work Product

PCEA shall and does own all titles, rights, and interests in all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations therefore, and all forms

of intellectual property (“Work Products”) created by Participant Bike Shop and any subcontractors under this Agreement. Participant Bike Shop hereby assigns all titles, rights, and interests in all Work Products to PCEA. At the end of this Agreement, or in the event of termination, all Work Products shall be promptly delivered to PCEA.

Participant Bike Shop may not sell, transfer, or permit the use of any Work Products without the express written consent of PCEA. Participant Bike Shop shall not dispute, directly or indirectly, PCEA’s exclusive right and title to the Work Products, nor the validity of the intellectual property embodied therein.

Participant Bike Shop may (1) retain its rights to and ownership of pre-existing or open-source materials and/or (2) retain one copy of Work Products for archival use, but in either instance must notify PCEA and identify any such materials in writing prior to the commencement of work under this Agreement.

7. Relationship of Parties

Participant Bike Shop agrees and understands that the work/services performed under this Agreement are performed as an independent Participant Bike Shop and not as an employee of PCEA and that neither Participant Bike Shop nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

8. Hold Harmless

a. General Hold Harmless

Participant Bike Shop shall indemnify and save harmless PCEA and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Participant Bike Shop under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Participant Bike Shop or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Participant Bike Shop’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of PCEA and/or its officers, agents, employees, or servants. However, Participant Bike Shop's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which PCEA has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Participant Bike Shop to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Participant Bike Shop shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Participant Bike Shop under this Agreement without the prior written consent of PCEA. Any such assignment or subcontract without PCEA's prior written consent shall give PCEA the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Participant Bike Shop bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Participant Bike Shop's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. W-9 Form

Participant Bike Shop shall submit a completed W-9 form electronically to the same email addresses. Participant Bike Shop understands that no reimbursement will be paid by PCEA unless and until a W-9 Form is received by PCE.

12. Insurance

a. General Requirements

Participant Bike Shop shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Participant Bike Shop shall use diligence to obtain such insurance and to obtain such approval. Participant Bike Shop shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement

extending Participant Bike Shop's coverage to include the contractual liability assumed by Participant Bike Shop pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Participant Bike Shop shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Participant Bike Shop certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Participant Bike Shop shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Participant Bike Shop and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Participant Bike Shop's operations under this Agreement, whether such operations be by Participant Bike Shop, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Yes	Comprehensive General Liability (Applies to all agreements)	\$1,000,000
No	Motor Vehicle Liability Insurance	\$1,000,000
No	Professional Liability Insurance	\$1,000,000

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and

servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, PCEA, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

13. Compliance With Laws

All services to be performed by Participant Bike Shop pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Participant Bike Shop will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Participant Bike Shop shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Participant Bike Shop's equal employment policies shall be made available to PCEA upon request.

c. Section 504 of the Rehabilitation Act of 1973

Participant Bike Shop shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to Participant Bike Shops who are providing services to members of the public under this Agreement.

d. Employee Benefits

With respect to the provision of benefits to its employees, Participant Bike Shop shall ensure that employee benefits provided to employees with domestic partners are the same as those provided to employees with spouses.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Participant Bike Shop and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime s and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Participant Bike Shop must check one of the two following options, and by executing this Agreement, Participant Bike Shop certifies that the option selected is accurate:

☒ No finding of discrimination has been issued in the past 365 days against Participant Bike Shop by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☐ Finding(s) of discrimination have been issued against Participant Bike Shop within the past 365 days by the Equal Employment Opportunity Commission, Fair

Employment and Housing Commission, or other investigative entity. If this box is checked, Participant Bike Shop shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Participant Bike Shop shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 13, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Participant Bike Shop that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Participant Bike Shop to penalties, to be determined by the Chief Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Participant Bike Shop from being considered for or being awarded a PCEA contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Chief Executive Officer.

To effectuate the provisions of this Section, the Chief Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Participant Bike Shop under this Agreement or any other agreement between Participant Bike Shop and PCEA.

15. Retention of Records; Right to Monitor and Audit

(a) Participant Bike Shop shall maintain all required records relating to services provided under this Agreement for three (3) years after PCEA makes final payment and all other pending matters are closed, and Participant Bike Shop shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

(b) Participant Bike Shop shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by PCEA.

(c) Participant Bike Shop agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight

delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Email: smarshall@peninsulacleanenergy.com

In the case of Participant Bike Shop, to:

Name/Title:
Address:
Telephone:
Email:

19. Electronic Signature

PCEA and Participant Bike Shop wish to permit this Agreement, and future documents executed pursuant to this Agreement, to be digitally signed in accordance with California law. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. No Recourse Against PCEA's Member Agencies

Participant Bike Shop acknowledges and agrees that PCEA is a Joint Powers Authority, which is a public agency separate and distinct from its member agencies. All debts, liabilities, or obligations undertaken by PCEA in connection with this Agreement are undertaken solely by PCEA and are not debts, liabilities, or obligations of its member agencies. Participant Bike Shop waives any recourse against PCEA's member agencies.

* * *

In agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

PENINSULA CLEAN ENERGY AUTHORITY

By: _____

Shalini Swaroop, Chief Operating Officer

Date: _____

ELV Motorbikes Inc

Participant Bike Shop's Signature

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Participant Bike Shop shall provide the following services:

Overview

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. Emissions from transportation and building natural gas use comprise the largest two sources of GHGs within the county with the transportation sector accounting for approximately 60% of the emissions. Reducing transportation emissions requires numerous measures including urban planning allowing for improved transportation options, mode shifting, low carbon fuels, and electrification of vehicles.

E-bikes have the potential to provide lower cost electric mobility options to San Mateo County residents and reduce transportation emissions. The E-Bike Rebate Program is designed to assist San Mateo County residents with low to moderate incomes purchase a qualifying E-bike through the use of a rebate, provided by PCEA and administered through the Participant Bike Shop.

Through the E-Bike Rebate Program, Peninsula Clean Energy will be partnering with bike shops to provide a point-of-sale discount to income-qualifying residents. Through this arrangement, rebate applicants will be encouraged to complete their purchase at local bike shops and these shops will be enabled to provide the PCEA rebate as a point-of-sale discount to the applicant. This contract outlines the responsibilities and conditions of the bike shop in administering these rebates.

Objectives

1. Provide E-bike rebates to qualifying customers as a point-of-sale discount in support of PCE's E-Bike Rebate Program

Participant Bike Shop Tasks

1 Administrative Tasks

Participant Bike Shop shall provide the following:

1.1 Program Meetings

Participate in occasional program review meetings with the designated PCEA contract administrator as determined to review progress and potential improvements. Participant

Bike Shops are encouraged to provide qualitative feedback and suggestions to PCEA to help improve the program.

2 E-Bike Rebate Administration Details

2.1 Reservation ID Verification Procedures

Refer to Table 1 below for an overview of the entire E-Bike Reimbursement Process.

Participant Bike Shop will confirm that a customer that is intending to redeem an E-bike rebate has been approved by PCEA to receive an E-bike rebate through the procedures below. Participant Bike Shop is not expected to provide any other verification procedures other than what is listed below (e.g., Participant Bike Shop will **not** be conducting income verification, this will be done by PCE).

Reservation ID Verification Procedures:

- 2.1.1 Customer will provide Participant Bike Shop with a E-Bike Rebate Reservation ID Number (Reservation ID) that has been provided to the Customer by PCE. This Reservation ID may be in an email format or printed.
- 2.1.2 Participant Bike Shop verifies that this Reservation ID is authentic through the approved online portal. The online portal will be provided to the Participant Bike Shop by PCEA and will include a voucher number and customer name for all approved customers. **The Participant Bike Shop must verify that the customer name and voucher number on the Reservation ID match what is indicated in the online portal.**
- 2.1.3 Participant Bike Shop will not provide a rebate to customers without a Reservation ID or if the customer name and voucher number in a Customer's Reservation ID does not match the record in the online portal.

2.2 Purchase Procedures

Participant Bike Shop will confirm that a customer has chosen a qualified E-bike and provide the rebate as a point-of-sale discount.

- 2.2.1 Participant Bike Shop will advise customers on qualifying E-bikes and verify that a customer has chosen a qualified E-bike. Refer to section 3.1 below for E-bike eligibility criteria.

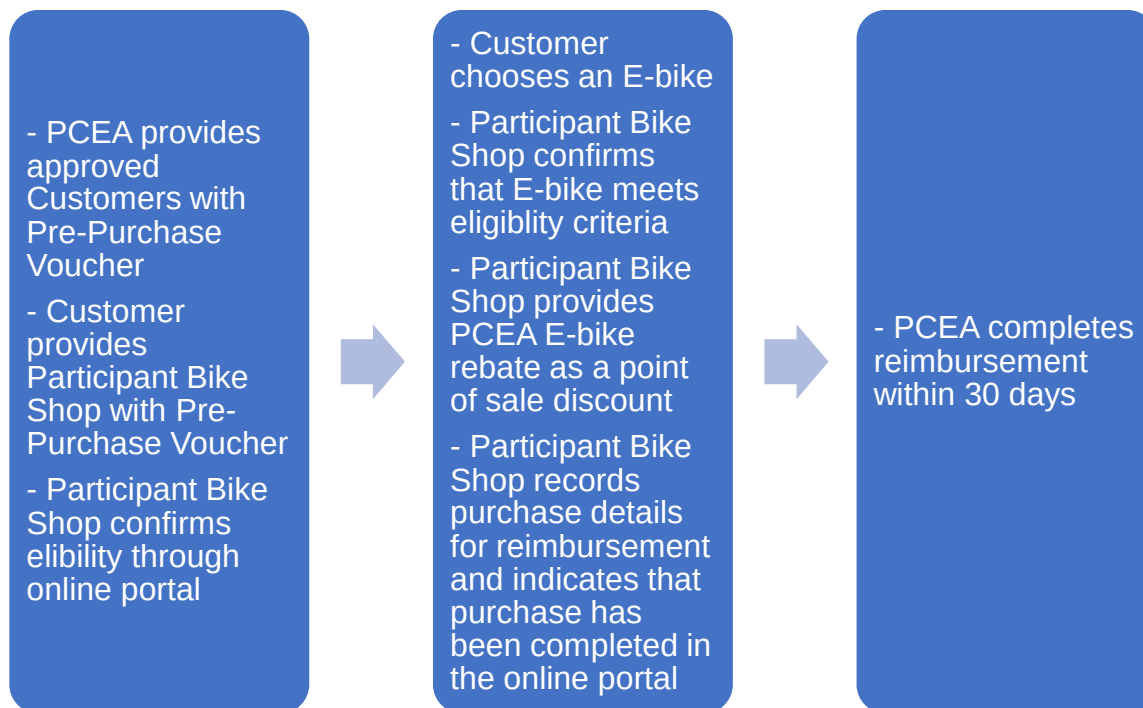
- 2.2.2 Participant Bike Shop will provide the customer the PCEA rebate as a point-of-sale discount at the time of purchase to the customer. The amount of the incentive will not exceed \$1,000 per Applicant or the total purchase price of the e-bike (including the sales tax), whichever is less.
- 2.2.3 Participant Bike Shop is encouraged, though not required, to provide an additional discount to participating customers. If an additional discount is being offered by the Participant Bike Shop to participating customers, PCEA will promote this to customers, as outlined further in Exhibit C.
- 2.2.4 If financing options (e.g., Affirm) are utilized, the PCEA rebate shall be utilized first to minimize the remaining amount to be financed by the customer, whenever possible.
- 2.2.5 Only one E-bike shall be purchased per Reservation ID.
- 2.2.6 Participant Bike Shop shall record the following purchase details, at a minimum, to be included in the PCEA provided online portal:
- Customer name, address, email, and phone number
 - E-bike make and model
 - E-bike pre-incentive cost
 - If payment plans (e.g., Affirm) are utilized
- 2.2.7 Participant Bike Shop shall provide any additional marketing collateral to customer at time of purchase, as necessary, to be provided by PCE, and indicate to the customer that the rebate is from PCE.
- 2.2.8 At the time of purchase, Participant Bike Shop will indicate in the online portal that the purchase has been completed and other requested information (e.g., purchase date and time, bike shop name, etc.) indicated in the online portal. **This must occur at the time of purchase, defined as no later than 2 hours from the time of purchase on the customer receipt.**

2.3 Post-Purchase Reimbursement Procedures

Participant Bike Shop will compile all purchase details in the online portal, as further outlined in Exhibit B. PCEA will then review and approve the rebate for reimbursement. These reimbursements will be batched together with other reimbursements from the same month and paid together each month to the bike shop.

Table 1: E-Bike Rebate Reimbursement Process

Pre-purchase	Purchase	Post-purchase
Revised December 2025		Page 14



3 E-bike Rebate Eligibility

3.1 E-Bike Eligibility Criteria

E-bikes must meet the criteria below to qualify for a rebate. PCEA may change these criteria at its sole discretion and will inform Participant Bike Shop if these criteria are changed.

- 3.1.1 A qualifying E-bike covered by this Program must be a bicycle equipped with fully operable pedals and an electric motor of less than or equal to 750 watts, as defined in [Section 312.5](#) of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) are eligible.
- 3.1.2 E-bike must be in new condition. Bikes that are used for test rides or demonstration, also known as “Demo Bikes,” are allowable.
- 3.1.3 E-bike conversion kits, scooters, and mopeds are not eligible.
- 3.1.4 Bike locks and helmets can be included with the purchase of the e-bike
- 3.1.5 Assembly fees, if available, **can** be included in the total purchase price of the E-bike.

PCEA will not reimburse Participant Bike Shop for E-bike rebates that are provided by Participant Bike Shop for non-eligible purchases. Determination of eligibility and distribution of rebates are at the sole discretion of PCEA.

Exhibit B

In consideration of the services provided by Participant Bike Shop described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Participant Bike Shop based on the following fee schedule and terms:

1. Rebate payment reimbursements to Participant Bike Shop will be based entirely on the value of E-bike rebates provided to qualifying customers for the purchase of qualifying E-bikes as outlined in this contract.
2. Participant Bike Shop will submit reimbursement requests to PCEA via the online portal provide by PCEA. Rebate payment reimbursements will be batched together with other reimbursements from the same month and paid to the Participant Bike Shop to on a monthly basis, unless no E-bike rebates are administered in the preceding month.
3. Rebate payment reimbursement requests from Participant Bike Shop to PCEA will include details on the qualifying E-bikes sold, including the total incentive value distributed and a copy of receipt of each qualifying E-bike sold, including:
 - a. Customer name, address, email, and phone number
 - b. E-bike make and model
 - c. E-bike pre-incentive cost
 - d. If financing or payment plans (e.g., Affirm) are utilized
4. Rebate payment reimbursements from PCEA will be issued on a net-30 basis.
5. Rebate payments will not exceed \$1,000 of the purchase price per bike, whichever is less, for a total rebate amount not to exceed \$250,000.

Exhibit C

In consideration of the services provided by Participant Bike Shop described in Exhibit A and subject to the terms of the Agreement, PCEA shall:

1 Outreach

- 1.1 Provide a webpage on the PCEA website that lists the Participant Bike Shop as a participant in the program and directs the public to their store. This page will include the following information for the Participant Bike Shop (as applicable):
 - Store logo
 - Web address
 - Physical address
 - Availability of financing options (e.g., Affirm)
 - Availability of additional discount for program participants
- 1.2 Publicize the E-bike Rebate program in San Mateo County, including the development of print and digital marketing collateral, social media ads, inclusion in PCE's newsletter, and targeted email campaigns to qualifying customers.
- 1.3 Develop any print materials to be provided to the customer by the Participant Bike Shop at the time of purchase.

2 Funds and Incentives

- 2.1 Commit incentive funds to support e-bike purchases, up to \$1,000 per e-bike, for qualifying e-bikes to qualifying customers.

AMENDMENT NO. 1 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AUTHORITY AND CHAIN REACTION BICYCLES

THIS AMENDMENT TO THE AGREEMENT, entered into this 18th day of December, 2025 by and between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority, hereinafter called "PCE," and "Chain Reaction Bicycles" hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on March 22, 2022 for the purpose of E-bike rebate administration ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$750,000 to an amount not to exceed \$830,000 and extend the contract term until June 30, 2027.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 Payments shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Participant Bike Shop based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable.

The E-Bikes Rebate program is intended to be utilized across several bike shops, including, but not limited to the signatory to this agreement. Bike shops will receive incentive funds based on the number of bikes sold in accordance to the terms of this Agreement, outlined below. Incentives shall be awarded at the sole discretion of PCEA until exhausted. In no event shall PCEA's total rebate incentive reimbursement obligation to Participant Bike Shop under this Agreement exceed eight hundred thirty thousand (\$830,000). Participant Bike Shop understands and acknowledges that PCEA has sole discretion to review reimbursement applications, determine program eligibility, award, and distribute E-bike Rebate program funds. In the event that the PCEA makes any advance payments, Participant Bike Shop agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

2. Section 4 Term shall be replaced in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be from March 22, 2022 to June 30, 2027.

3. Exhibit A shall be replaced in its entirety as followed:

In consideration of the payments set forth in Exhibit B, Participant Bike Shop shall provide the following services:

Overview

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. Emissions from transportation and building natural gas use comprise the largest two sources of GHGs within the county with the transportation sector accounting for approximately 60% of the emissions. Reducing transportation emissions requires numerous measures including urban planning allowing for improved transportation options, mode shifting, low carbon fuels, and electrification of vehicles. E-bikes have the potential to provide lower cost electric mobility options to San Mateo County residents and reduce transportation emissions. The E-Bike Rebate Program is designed to assist San Mateo County residents with low to moderate incomes purchase a qualifying E-bike through the use of a rebate, provided by PCEA and administered through the Participant Bike Shop.

Through the E-Bike Rebate Program, Peninsula Clean Energy will be partnering with bike shops to provide a point-of-sale discount to income-qualifying residents. Through this arrangement, rebate applicants will be encouraged to complete their purchase at local bike shops and these shops will be enabled to provide the PCEA rebate as a point-of-sale discount to the applicant. This contract outlines the responsibilities and conditions of the bike shop in administering these rebates.

Objectives

Provide E-bike rebates to qualifying customers as a point-of-sale discount in support of PCE's E-Bike Rebate Program

Participant Bike Shop Tasks

1 Administrative Tasks

Participant Bike Shop shall provide the following:

1.1 Program Meetings

Participate in occasional program review meetings with the designated PCEA contract administrator as determined to review progress and potential improvements. Participant Bike Shops are encouraged to provide qualitative feedback and suggestions to PCEA to help improve the program.

2 E-Bike Rebate Administration Details

2.1 Reservation ID Verification Procedures

Refer to Table 1 below for an overview of the entire E-Bike Reimbursement Process.

Participant Bike Shop will confirm that a customer that is intending to redeem an E-bike rebate has been approved by PCEA to receive an E-bike rebate through the procedures below. Participant Bike Shop is not expected to provide any other verification procedures other than what is listed below (e.g., Participant Bike Shop will **not** be conducting income verification, this will be done by PCE).

Reservation ID Verification Procedures:

- 2.1.1 Customer will provide Participant Bike Shop with a E-Bike Rebate Reservation ID Number (Reservation ID) that has been provided to the Customer by PCE. This Reservation ID may be in an email format or printed.
- 2.1.2 Participant Bike Shop verifies that this Reservation ID is authentic through the approved online portal. The online portal will be provided to the Participant Bike Shop by PCEA and will include a voucher number and customer name for all approved customers. **The Participant Bike Shop must verify that the customer name and voucher number on the Reservation ID match what is indicated in the online portal.**
- 2.1.3 Participant Bike Shop will not provide a rebate to customers without a Reservation ID or if the customer name and voucher number in a Customer's Reservation ID does not match the record in the online portal.

2.2 Purchase Procedures

Participant Bike Shop will confirm that a customer has chosen a qualified E-bike and provide the rebate as a point-of-sale discount.

- 2.2.1 Participant Bike Shop will advise customers on qualifying E-bikes and verify that a customer has chosen a qualified E-bike. Refer to section 3.1 below for E-bike eligibility criteria.
- 2.2.2 Participant Bike Shop will provide the customer the PCEA rebate as a point-of-sale discount at the time of purchase to the customer. The PCEA rebate will be no more than \$1,000 of the purchase price of the E-bike, whichever is less.
- 2.2.3 Participant Bike Shop is encouraged, though not required, to provide an additional discount to participating customers. If an additional discount is being offered by the Participant Bike Shop to participating customers, PCEA will promote this to customers, as outlined further in Exhibit C.
- 2.2.4 If financing options (e.g., Affirm) are utilized, the PCEA rebate shall be utilized first to minimize the remaining amount to be financed by the customer, whenever possible.
- 2.2.5 Only one E-bike shall be purchased per Reservation ID.
- 2.2.6 Participant Bike Shop shall record the following purchase details, at a minimum, to be included in the PCEA provided online portal:

Peninsula Clean Energy Contract Amendment Template 01/17/20 (JSK)

- Customer name, address, email, and phone number
- E-bike make and model
- E-bike pre-incentive cost
- If payment plans (e.g., Affirm) are utilized

2.2.7 Participant Bike Shop shall provide any additional marketing collateral to customer at time of purchase, as necessary, to be provided by PCE, and indicate to the customer that the rebate is from PCE.

2.2.8 At the time of purchase, Participant Bike Shop will indicate in the online portal that the purchase has been completed and other requested information (e.g., purchase date and time, bike shop name, etc.) indicated in the online portal. **This must occur at the time of purchase, defined as no later than 2 hours from the time of purchase on the customer receipt.**

2.3 Post-Purchase Reimbursement Procedures

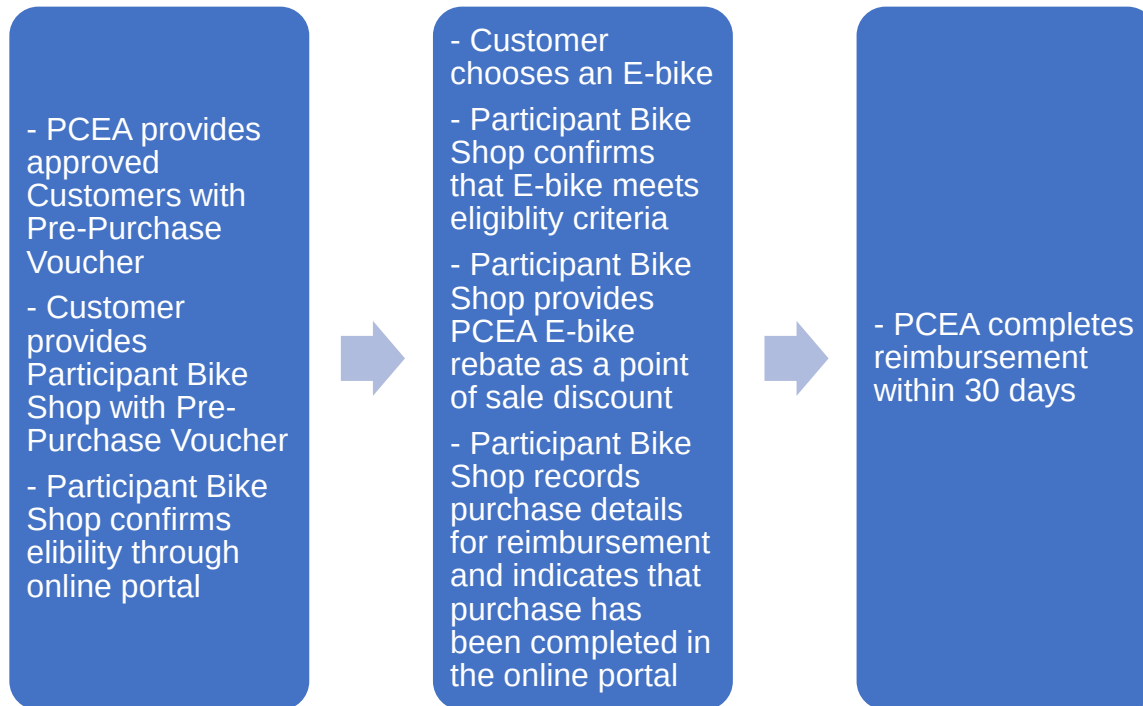
Participant Bike Shop will compile all purchase details in the online portal, as further outlined in Exhibit B. PCEA will then review and approve the rebate for reimbursement. These reimbursements will be batched together with other reimbursements from the same month and paid together each month to the bike shop.

Table 1: E-Bike Rebate Reimbursement Process

Pre-purchase

Purchase

Post-purchase



3 **E-bike Rebate Eligibility**

3.1 **E-Bike Eligibility Criteria**

E-bikes must meet the criteria below to qualify for a rebate. PCEA may change these criteria at its sole discretion and will inform Participant Bike Shop if these criteria are changed.

- 3.1.1 A qualifying E-bike covered by this Program must be a bicycle equipped with fully operable pedals and an electric motor of less than or equal to 750 watts, as defined in [Section 312.5](#) of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) are eligible.
- 3.1.2 E-Bikes must be in new condition. Bikes that are used for test rides or demonstration, also known as “Demo Bikes,” are allowable
- 3.1.3 E-bike conversion kits, scooters, and mopeds are not eligible.
- 3.1.4 Bike locks and helmets can be included with the purchase of the e-bike
- 3.1.5 Assembly fees, if available, **can** be included in the total purchase price of the E-bike.

PCEA will not reimburse Participant Bike Shop for E-bike rebates that are provided by Participant Bike Shop for non-eligible purchases. Determination of eligibility and distribution of rebates are at the sole discretion of PCEA.

4. Exhibit B shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Participant Bike Shop based on the following fee schedule and terms:

1. Rebate payment reimbursements to Participant Bike Shop will be based entirely on the value of E-bike rebates provided to qualifying customers for the purchase of qualifying E-bikes as outlined in this contract.
2. Participant Bike Shop will submit reimbursement requests to PCEA via the online portal provide by PCEA. Rebate payment reimbursements will be batched together with other reimbursements from the same month and paid to the Participant Bike Shop to on a monthly basis, unless no E-bike rebates are administered in the preceding month.
3. Rebate payment reimbursement requests from Participant Bike Shop to PCEA will include details on the qualifying E-bikes sold, including the total incentive value distributed and a copy of receipt of each qualifying E-bike sold, including:
 - a. Customer name, address, email, and phone number
 - b. E-bike make and model
 - c. E-bike pre-incentive cost
 - d. If financing or payment plans (e.g., Affirm) are utilized
4. Rebate payment reimbursements from PCEA will be issued on a net-30 basis.
5. Rebate payments will not exceed \$1,000 of the purchase price per bike, whichever is less, for a total rebate amount not to exceed \$830,000
- 5. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**
- 6. This Amendment No. 1 shall take effect upon the date of execution by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

Peninsula Clean Energy Authority

By: _____
Shawn Marshall, CEO

Dated: _____

Chain Reaction Bicycles

By: _____

Name: _____

Title: _____

Dated: _____

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY
AUTHORITY AND ELV MOTORS INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 18th day of
December, 2025 by and between PENINSULA CLEAN ENERGY AUTHORITY, a
California joint powers authority, hereinafter called "PCE," and "ELV Motors, Inc"
hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on May 24, 2024 for the purpose of
E-bike rebate administration ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount
by \$300,000 to an amount not to exceed \$380,000 and extend the contract term until
June 30, 2027.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS:**

1. Section 3 Payments shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop in accordance with all
terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA
shall make payment to Participant Bike Shop based on the rates and in the manner
specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines
that the quantity or quality of the work performed is unacceptable.

The E-Bikes Rebate program is intended to be utilized across several bike shops,
including, but not limited to the signatory to this agreement. Bike shops will receive
incentive funds based on the number of bikes sold in accordance to the terms of this
Agreement, outlined below. Incentives shall be awarded at the sole discretion of PCEA
until exhausted. In no event shall PCEA's total rebate incentive reimbursement
obligation to Participant Bike Shop under this Agreement exceed three hundred eighty
thousand (\$380,000). Participant Bike Shop understands and acknowledges that PCEA
has sole discretion to review reimbursement applications, determine program eligibility,
award, and distribute E-bike Rebate program funds. In the event that the PCEA makes
any advance payments, Participant Bike Shop agrees to refund any amounts in excess
of the amount owed by the PCEA at the time of contract termination or expiration.

2. Section 4 Term shall be replaced in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be
from May 24, 2024 to June 30, 2027.

3. Exhibit A shall be replaced in its entirety as followed:

In consideration of the payments set forth in Exhibit B, Participant Bike Shop shall provide the following services:

Overview

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. Emissions from transportation and building natural gas use comprise the largest two sources of GHGs within the county with the transportation sector accounting for approximately 60% of the emissions. Reducing transportation emissions requires numerous measures including urban planning allowing for improved transportation options, mode shifting, low carbon fuels, and electrification of vehicles. E-bikes have the potential to provide lower cost electric mobility options to San Mateo County residents and reduce transportation emissions. The E-Bike Rebate Program is designed to assist San Mateo County residents with low to moderate incomes purchase a qualifying E-bike through the use of a rebate, provided by PCEA and administered through the Participant Bike Shop.

Through the E-Bike Rebate Program, Peninsula Clean Energy will be partnering with bike shops to provide a point-of-sale discount to income-qualifying residents. Through this arrangement, rebate applicants will be encouraged to complete their purchase at local bike shops and these shops will be enabled to provide the PCEA rebate as a point-of-sale discount to the applicant. This contract outlines the responsibilities and conditions of the bike shop in administering these rebates.

Objectives

Provide E-bike rebates to qualifying customers as a point-of-sale discount in support of PCE's E-Bike Rebate Program

Participant Bike Shop Tasks

1 Administrative Tasks

Participant Bike Shop shall provide the following:

1.1 Program Meetings

Participate in occasional program review meetings with the designated PCEA contract administrator as determined to review progress and potential improvements. Participant Bike Shops are encouraged to provide qualitative feedback and suggestions to PCEA to help improve the program.

2 E-Bike Rebate Administration Details

2.1 Reservation ID Verification Procedures

Refer to Table 1 below for an overview of the entire E-Bike Reimbursement Process.

Participant Bike Shop will confirm that a customer that is intending to redeem an E-bike rebate has been approved by PCEA to receive an E-bike rebate through the procedures below. Participant Bike Shop is not expected to provide any other verification procedures other than what is listed below (e.g., Participant Bike Shop will **not** be conducting income verification, this will be done by PCE).

Reservation ID Verification Procedures:

- 2.1.1 Customer will provide Participant Bike Shop with a E-Bike Rebate Reservation ID Number (Reservation ID) that has been provided to the Customer by PCE. This Reservation ID may be in an email format or printed.
- 2.1.2 Participant Bike Shop verifies that this Reservation ID is authentic through the approved online portal. The online portal will be provided to the Participant Bike Shop by PCEA and will include a voucher number and customer name for all approved customers. **The Participant Bike Shop must verify that the customer name and voucher number on the Reservation ID match what is indicated in the online portal.**
- 2.1.3 Participant Bike Shop will not provide a rebate to customers without a Reservation ID or if the customer name and voucher number in a Customer's Reservation ID does not match the record in the online portal.

2.2 Purchase Procedures

Participant Bike Shop will confirm that a customer has chosen a qualified E-bike and provide the rebate as a point-of-sale discount.

- 2.2.1 Participant Bike Shop will advise customers on qualifying E-bikes and verify that a customer has chosen a qualified E-bike. Refer to section 3.1 below for E-bike eligibility criteria.
- 2.2.2 Participant Bike Shop will provide the customer the PCEA rebate as a point-of-sale discount at the time of purchase to the customer. The PCEA rebate will be no more than \$1,000 of the purchase price of the E-bike, whichever is less.
- 2.2.3 Participant Bike Shop is encouraged, though not required, to provide an additional discount to participating customers. If an additional discount is being offered by the Participant Bike Shop to participating customers, PCEA will promote this to customers, as outlined further in Exhibit C.
- 2.2.4 If financing options (e.g., Affirm) are utilized, the PCEA rebate shall be utilized first to minimize the remaining amount to be financed by the customer, whenever possible.
- 2.2.5 Only one E-bike shall be purchased per Reservation ID.
- 2.2.6 Participant Bike Shop shall record the following purchase details, at a minimum, to be included in the PCEA provided online portal:

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- Customer name, address, email, and phone number
- E-bike make and model
- E-bike pre-incentive cost
- If payment plans (e.g., Affirm) are utilized

2.2.7 Participant Bike Shop shall provide any additional marketing collateral to customer at time of purchase, as necessary, to be provided by PCE, and indicate to the customer that the rebate is from PCE.

2.2.8 At the time of purchase, Participant Bike Shop will indicate in the online portal that the purchase has been completed and other requested information (e.g., purchase date and time, bike shop name, etc.) indicated in the online portal. **This must occur at the time of purchase, defined as no later than 2 hours from the time of purchase on the customer receipt.**

2.3 Post-Purchase Reimbursement Procedures

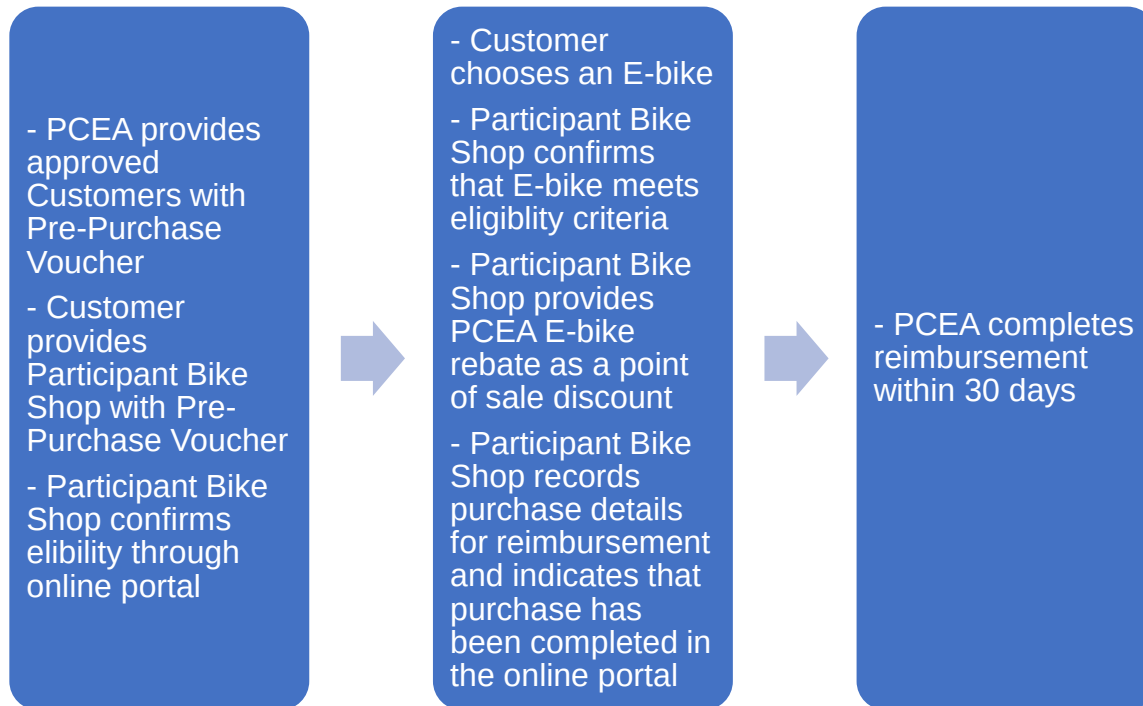
Participant Bike Shop will compile all purchase details in the online portal, as further outlined in Exhibit B. PCEA will then review and approve the rebate for reimbursement. These reimbursements will be batched together with other reimbursements from the same month and paid together each month to the bike shop.

Table 1: E-Bike Rebate Reimbursement Process

Pre-purchase

Purchase

Post-purchase



3 **E-bike Rebate Eligibility**

3.1 **E-Bike Eligibility Criteria**

E-bikes must meet the criteria below to qualify for a rebate. PCEA may change these criteria at its sole discretion and will inform Participant Bike Shop if these criteria are changed.

- 3.1.1 A qualifying E-bike covered by this Program must be a bicycle equipped with fully operable pedals and an electric motor of less than or equal to 750 watts, as defined in [Section 312.5](#) of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) are eligible.
- 3.1.2 E-Bikes must be in new condition. Bikes that are used for test rides or demonstration, also known as “Demo Bikes,” are allowable
- 3.1.3 E-bike conversion kits, scooters, and mopeds are not eligible.
- 3.1.4 Bike locks and helmets can be included with the purchase of the e-bike
- 3.1.5 Assembly fees, if available, **can** be included in the total purchase price of the E-bike.

PCEA will not reimburse Participant Bike Shop for E-bike rebates that are provided by Participant Bike Shop for non-eligible purchases. Determination of eligibility and distribution of rebates are at the sole discretion of PCEA.

4. Exhibit B shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Participant Bike Shop based on the following fee schedule and terms:

1. Rebate payment reimbursements to Participant Bike Shop will be based entirely on the value of E-bike rebates provided to qualifying customers for the purchase of qualifying E-bikes as outlined in this contract.
2. Participant Bike Shop will submit reimbursement requests to PCEA via the online portal provide by PCEA. Rebate payment reimbursements will be batched together with other reimbursements from the same month and paid to the Participant Bike Shop to on a monthly basis, unless no E-bike rebates are administered in the preceding month.
3. Rebate payment reimbursement requests from Participant Bike Shop to PCEA will include details on the qualifying E-bikes sold, including the total incentive value distributed and a copy of receipt of each qualifying E-bike sold, including:
 - a. Customer name, address, email, and phone number
 - b. E-bike make and model
 - c. E-bike pre-incentive cost
 - d. If financing or payment plans (e.g., Affirm) are utilized
4. Rebate payment reimbursements from PCEA will be issued on a net-30 basis.
5. Rebate payments will not exceed \$1,000 of the purchase price per bike, whichever is less, for a total rebate amount not to exceed \$830,000
- 5. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**
- 6. This Amendment No. 1 shall take effect upon the date of execution by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

Peninsula Clean Energy Authority

By: _____
Shawn Marshall, CEO

Dated: _____

ELV Motors, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY
AUTHORITY AND KEVIN'S BIKES**

THIS AMENDMENT TO THE AGREEMENT, entered into this 18th day of
December, 2025 by and between PENINSULA CLEAN ENERGY AUTHORITY, a
California joint powers authority, hereinafter called "PCE," and "Kevin's Bikes"
hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on May 21, 2024 for the purpose of
E-bike rebate administration ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount
by \$750,000 to an amount not to exceed \$830,000 and extend the contract term until
June 30, 2027.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS:**

1. Section 3 Payments shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop in accordance with all
terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA
shall make payment to Participant Bike Shop based on the rates and in the manner
specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines
that the quantity or quality of the work performed is unacceptable.

The E-Bikes Rebate program is intended to be utilized across several bike shops,
including, but not limited to the signatory to this agreement. Bike shops will receive
incentive funds based on the number of bikes sold in accordance to the terms of this
Agreement, outlined below. Incentives shall be awarded at the sole discretion of PCEA
until exhausted. In no event shall PCEA's total rebate incentive reimbursement
obligation to Participant Bike Shop under this Agreement exceed eight hundred thirty
thousand (\$830,000). Participant Bike Shop understands and acknowledges that PCEA
has sole discretion to review reimbursement applications, determine program eligibility,
award, and distribute E-bike Rebate program funds. In the event that the PCEA makes
any advance payments, Participant Bike Shop agrees to refund any amounts in excess
of the amount owed by the PCEA at the time of contract termination or expiration.

2. Section 4 Term shall be replaced in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be
from May 21, 2024 to June 30, 2027.

3. Exhibit A shall be replaced in its entirety as followed:

In consideration of the payments set forth in Exhibit B, Participant Bike Shop shall provide the following services:

Overview

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. Emissions from transportation and building natural gas use comprise the largest two sources of GHGs within the county with the transportation sector accounting for approximately 60% of the emissions. Reducing transportation emissions requires numerous measures including urban planning allowing for improved transportation options, mode shifting, low carbon fuels, and electrification of vehicles. E-bikes have the potential to provide lower cost electric mobility options to San Mateo County residents and reduce transportation emissions. The E-Bike Rebate Program is designed to assist San Mateo County residents with low to moderate incomes purchase a qualifying E-bike through the use of a rebate, provided by PCEA and administered through the Participant Bike Shop.

Through the E-Bike Rebate Program, Peninsula Clean Energy will be partnering with bike shops to provide a point-of-sale discount to income-qualifying residents. Through this arrangement, rebate applicants will be encouraged to complete their purchase at local bike shops and these shops will be enabled to provide the PCEA rebate as a point-of-sale discount to the applicant. This contract outlines the responsibilities and conditions of the bike shop in administering these rebates.

Objectives

Provide E-bike rebates to qualifying customers as a point-of-sale discount in support of PCE's E-Bike Rebate Program

Participant Bike Shop Tasks

1 Administrative Tasks

Participant Bike Shop shall provide the following:

1.1 Program Meetings

Participate in occasional program review meetings with the designated PCEA contract administrator as determined to review progress and potential improvements. Participant Bike Shops are encouraged to provide qualitative feedback and suggestions to PCEA to help improve the program.

2 E-Bike Rebate Administration Details

2.1 Reservation ID Verification Procedures

Refer to Table 1 below for an overview of the entire E-Bike Reimbursement Process.

Participant Bike Shop will confirm that a customer that is intending to redeem an E-bike rebate has been approved by PCEA to receive an E-bike rebate through the procedures below. Participant Bike Shop is not expected to provide any other verification procedures other than what is listed below (e.g., Participant Bike Shop will **not** be conducting income verification, this will be done by PCE).

Reservation ID Verification Procedures:

- 2.1.1 Customer will provide Participant Bike Shop with a E-Bike Rebate Reservation ID Number (Reservation ID) that has been provided to the Customer by PCE. This Reservation ID may be in an email format or printed.
- 2.1.2 Participant Bike Shop verifies that this Reservation ID is authentic through the approved online portal. The online portal will be provided to the Participant Bike Shop by PCEA and will include a voucher number and customer name for all approved customers. **The Participant Bike Shop must verify that the customer name and voucher number on the Reservation ID match what is indicated in the online portal.**
- 2.1.3 Participant Bike Shop will not provide a rebate to customers without a Reservation ID or if the customer name and voucher number in a Customer's Reservation ID does not match the record in the online portal.

2.2 Purchase Procedures

Participant Bike Shop will confirm that a customer has chosen a qualified E-bike and provide the rebate as a point-of-sale discount.

- 2.2.1 Participant Bike Shop will advise customers on qualifying E-bikes and verify that a customer has chosen a qualified E-bike. Refer to section 3.1 below for E-bike eligibility criteria.
- 2.2.2 Participant Bike Shop will provide the customer the PCEA rebate as a point-of-sale discount at the time of purchase to the customer. The PCEA rebate will be no more than \$1,000 of the purchase price of the E-bike, whichever is less.
- 2.2.3 Participant Bike Shop is encouraged, though not required, to provide an additional discount to participating customers. If an additional discount is being offered by the Participant Bike Shop to participating customers, PCEA will promote this to customers, as outlined further in Exhibit C.
- 2.2.4 If financing options (e.g., Affirm) are utilized, the PCEA rebate shall be utilized first to minimize the remaining amount to be financed by the customer, whenever possible.
- 2.2.5 Only one E-bike shall be purchased per Reservation ID.
- 2.2.6 Participant Bike Shop shall record the following purchase details, at a minimum, to be included in the PCEA provided online portal:

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- Customer name, address, email, and phone number
- E-bike make and model
- E-bike pre-incentive cost
- If payment plans (e.g., Affirm) are utilized

2.2.7 Participant Bike Shop shall provide any additional marketing collateral to customer at time of purchase, as necessary, to be provided by PCE, and indicate to the customer that the rebate is from PCE.

2.2.8 At the time of purchase, Participant Bike Shop will indicate in the online portal that the purchase has been completed and other requested information (e.g., purchase date and time, bike shop name, etc.) indicated in the online portal. **This must occur at the time of purchase, defined as no later than 2 hours from the time of purchase on the customer receipt.**

2.3 Post-Purchase Reimbursement Procedures

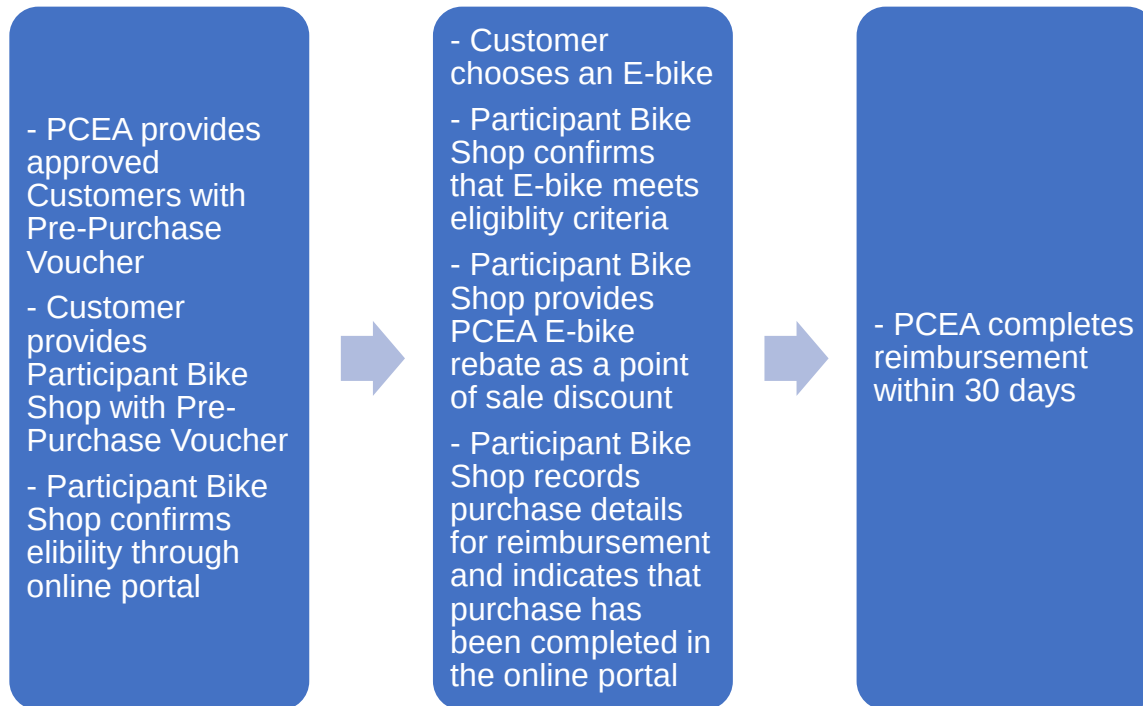
Participant Bike Shop will compile all purchase details in the online portal, as further outlined in Exhibit B. PCEA will then review and approve the rebate for reimbursement. These reimbursements will be batched together with other reimbursements from the same month and paid together each month to the bike shop.

Table 1: E-Bike Rebate Reimbursement Process

Pre-purchase

Purchase

Post-purchase



3 **E-bike Rebate Eligibility**

3.1 **E-Bike Eligibility Criteria**

E-bikes must meet the criteria below to qualify for a rebate. PCEA may change these criteria at its sole discretion and will inform Participant Bike Shop if these criteria are changed.

- 3.1.1 A qualifying E-bike covered by this Program must be a bicycle equipped with fully operable pedals and an electric motor of less than or equal to 750 watts, as defined in [Section 312.5](#) of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) are eligible.
- 3.1.2 E-Bikes must be in new condition. Bikes that are used for test rides or demonstration, also known as “Demo Bikes,” are allowable
- 3.1.3 E-bike conversion kits, scooters, and mopeds are not eligible.
- 3.1.4 Bike locks and helmets can be included with the purchase of the e-bike
- 3.1.5 Assembly fees, if available, **can** be included in the total purchase price of the E-bike.

PCEA will not reimburse Participant Bike Shop for E-bike rebates that are provided by Participant Bike Shop for non-eligible purchases. Determination of eligibility and distribution of rebates are at the sole discretion of PCEA.

4. Exhibit B shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Participant Bike Shop based on the following fee schedule and terms:

1. Rebate payment reimbursements to Participant Bike Shop will be based entirely on the value of E-bike rebates provided to qualifying customers for the purchase of qualifying E-bikes as outlined in this contract.
2. Participant Bike Shop will submit reimbursement requests to PCEA via the online portal provide by PCEA. Rebate payment reimbursements will be batched together with other reimbursements from the same month and paid to the Participant Bike Shop to on a monthly basis, unless no E-bike rebates are administered in the preceding month.
3. Rebate payment reimbursement requests from Participant Bike Shop to PCEA will include details on the qualifying E-bikes sold, including the total incentive value distributed and a copy of receipt of each qualifying E-bike sold, including:
 - a. Customer name, address, email, and phone number
 - b. E-bike make and model
 - c. E-bike pre-incentive cost
 - d. If financing or payment plans (e.g., Affirm) are utilized
4. Rebate payment reimbursements from PCEA will be issued on a net-30 basis.
5. Rebate payments will not exceed \$1,000 of the purchase price per bike, whichever is less, for a total rebate amount not to exceed \$830,000
- 5. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**
- 6. This Amendment No. 1 shall take effect upon the date of execution by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

Peninsula Clean Energy Authority

By: _____
Shawn Marshall, CEO

Dated: _____

Kevin's Bikes

By: _____

Name: _____

Title: _____

Dated: _____

AMENDMENT NO. 4 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AUTHORITY AND SPORTS BASEMENT

THIS AMENDMENT TO THE AGREEMENT, entered into this 18th day of December, 2025 by and between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority, hereinafter called "PCE," and "Sports Basement" hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on April 1, 2021 for the purpose of E-bike rebate administration ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$750,000 to an amount not to exceed \$1,020,000 and extend the contract term until June 30, 2027.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 Payments shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Participant Bike Shop based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable.

The E-Bikes Rebate program is intended to be utilized across several bike shops, including, but not limited to the signatory to this agreement. Bike shops will receive incentive funds based on the number of bikes sold in accordance to the terms of this Agreement, outlined below. Incentives shall be awarded at the sole discretion of PCEA until exhausted. In no event shall PCEA's total rebate incentive reimbursement obligation to Participant Bike Shop under this Agreement exceed one million twenty thousand (\$1,020,000). Participant Bike Shop understands and acknowledges that PCEA has sole discretion to review reimbursement applications, determine program eligibility, award, and distribute E-bike Rebate program funds. In the event that the PCEA makes any advance payments, Participant Bike Shop agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

2. Section 4 Term shall be replaced in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this agreement shall be from April 1, 2021 to June 30, 2027.

3. Exhibit A shall be replaced in its entirety as followed:

In consideration of the payments set forth in Exhibit B, Participant Bike Shop shall provide the following services:

Overview

Peninsula Clean Energy's (PCE) mission is to reduce greenhouse gas (GHG) emissions in San Mateo County. Emissions from transportation and building natural gas use comprise the largest two sources of GHGs within the county with the transportation sector accounting for approximately 60% of the emissions. Reducing transportation emissions requires numerous measures including urban planning allowing for improved transportation options, mode shifting, low carbon fuels, and electrification of vehicles. E-bikes have the potential to provide lower cost electric mobility options to San Mateo County residents and reduce transportation emissions. The E-Bike Rebate Program is designed to assist San Mateo County residents with low to moderate incomes purchase a qualifying E-bike through the use of a rebate, provided by PCEA and administered through the Participant Bike Shop.

Through the E-Bike Rebate Program, Peninsula Clean Energy will be partnering with bike shops to provide a point-of-sale discount to income-qualifying residents. Through this arrangement, rebate applicants will be encouraged to complete their purchase at local bike shops and these shops will be enabled to provide the PCEA rebate as a point-of-sale discount to the applicant. This contract outlines the responsibilities and conditions of the bike shop in administering these rebates.

Objectives

Provide E-bike rebates to qualifying customers as a point-of-sale discount in support of PCE's E-Bike Rebate Program

Participant Bike Shop Tasks

1 Administrative Tasks

Participant Bike Shop shall provide the following:

1.1 Program Meetings

Participate in occasional program review meetings with the designated PCEA contract administrator as determined to review progress and potential improvements. Participant Bike Shops are encouraged to provide qualitative feedback and suggestions to PCEA to help improve the program.

2 E-Bike Rebate Administration Details

2.1 Reservation ID Verification Procedures

Refer to Table 1 below for an overview of the entire E-Bike Reimbursement Process.

Participant Bike Shop will confirm that a customer that is intending to redeem an E-bike rebate has been approved by PCEA to receive an E-bike rebate through the procedures below. Participant Bike Shop is not expected to provide any other verification procedures other than what is listed below (e.g., Participant Bike Shop will **not** be conducting income verification, this will be done by PCE).

Reservation ID Verification Procedures:

- 2.1.1 Customer will provide Participant Bike Shop with a E-Bike Rebate Reservation ID Number (Reservation ID) that has been provided to the Customer by PCE. This Reservation ID may be in an email format or printed.
- 2.1.2 Participant Bike Shop verifies that this Reservation ID is authentic through the approved online portal. The online portal will be provided to the Participant Bike Shop by PCEA and will include a voucher number and customer name for all approved customers. **The Participant Bike Shop must verify that the customer name and voucher number on the Reservation ID match what is indicated in the online portal.**
- 2.1.3 Participant Bike Shop will not provide a rebate to customers without a Reservation ID or if the customer name and voucher number in a Customer's Reservation ID does not match the record in the online portal.

2.2 Purchase Procedures

Participant Bike Shop will confirm that a customer has chosen a qualified E-bike and provide the rebate as a point-of-sale discount.

- 2.2.1 Participant Bike Shop will advise customers on qualifying E-bikes and verify that a customer has chosen a qualified E-bike. Refer to section 3.1 below for E-bike eligibility criteria.
- 2.2.2 Participant Bike Shop will provide the customer the PCEA rebate as a point-of-sale discount at the time of purchase to the customer. The PCEA rebate will be no more than \$1,000 of the purchase price of the E-bike, whichever is less.
- 2.2.3 Participant Bike Shop is encouraged, though not required, to provide an additional discount to participating customers. If an additional discount is being offered by the Participant Bike Shop to participating customers, PCEA will promote this to customers, as outlined further in Exhibit C.
- 2.2.4 If financing options (e.g., Affirm) are utilized, the PCEA rebate shall be utilized first to minimize the remaining amount to be financed by the customer, whenever possible.
- 2.2.5 Only one E-bike shall be purchased per Reservation ID.

2.2.6 Participant Bike Shop shall record the following purchase details, at a minimum, to be included in the PCEA provided online portal:

- Customer name, address, email, and phone number
- E-bike make and model
- E-bike pre-incentive cost
- If payment plans (e.g., Affirm) are utilized

2.2.7 Participant Bike Shop shall provide any additional marketing collateral to customer at time of purchase, as necessary, to be provided by PCE, and indicate to the customer that the rebate is from PCE.

2.2.8 At the time of purchase, Participant Bike Shop will indicate in the online portal that the purchase has been completed and other requested information (e.g., purchase date and time, bike shop name, etc.) indicated in the online portal. **This must occur at the time of purchase, defined as no later than 2 hours from the time of purchase on the customer receipt.**

2.3 Post-Purchase Reimbursement Procedures

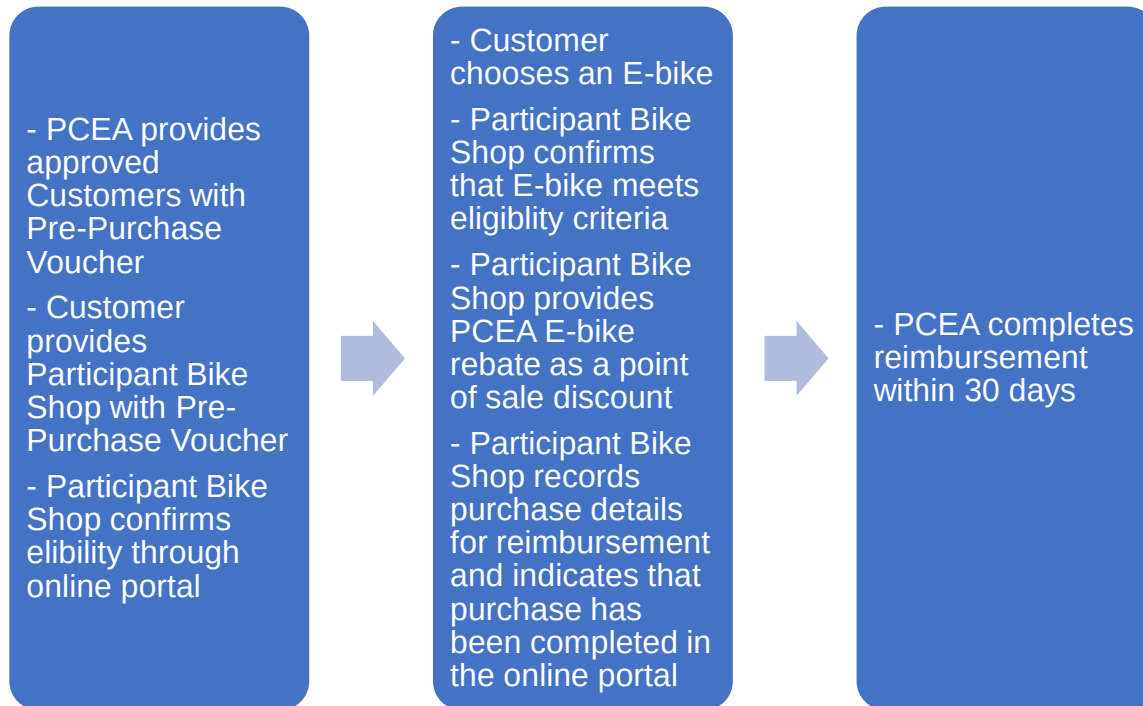
Participant Bike Shop will compile all purchase details in the online portal, as further outlined in Exhibit B. PCEA will then review and approve the rebate for reimbursement. These reimbursements will be batched together with other reimbursements from the same month and paid together each month to the bike shop.

Table 1: E-Bike Rebate Reimbursement Process

Pre-purchase

Purchase

Post-purchase



3 **E-bike Rebate Eligibility**

3.1 **E-Bike Eligibility Criteria**

E-bikes must meet the criteria below to qualify for a rebate. PCEA may change these criteria at its sole discretion and will inform Participant Bike Shop if these criteria are changed.

- 3.1.1 A qualifying E-bike covered by this Program must be a bicycle equipped with fully operable pedals and an electric motor of less than or equal to 750 watts, as defined in [Section 312.5](#) of the California Vehicle Code. All classes (Class 1, Class 2, and Class 3) are eligible.
- 3.1.2 E-Bikes must be in new condition. Bikes that are used for test rides or demonstration, also known as “Demo Bikes,” are allowable
- 3.1.3 E-bike conversion kits, scooters, and mopeds are not eligible.
- 3.1.4 Bike locks and helmets can be included with the purchase of the e-bike
- 3.1.5 Assembly fees, if available, **can** be included in the total purchase price of the E-bike.

PCEA will not reimburse Participant Bike Shop for E-bike rebates that are provided by Participant Bike Shop for non-eligible purchases. Determination of eligibility and distribution of rebates are at the sole discretion of PCEA.

4. Exhibit B shall be replaced in its entirety as follows:

In consideration of the services provided by Participant Bike Shop described in Exhibit A and subject to the terms of the Agreement, PCEA shall pay Participant Bike Shop based on the following fee schedule and terms:

1. Rebate payment reimbursements to Participant Bike Shop will be based entirely on the value of E-bike rebates provided to qualifying customers for the purchase of qualifying E-bikes as outlined in this contract.
2. Participant Bike Shop will submit reimbursement requests to PCEA via the online portal provide by PCEA. Rebate payment reimbursements will be batched together with other reimbursements from the same month and paid to the Participant Bike Shop to on a monthly basis, unless no E-bike rebates are administered in the preceding month.
3. Rebate payment reimbursement requests from Participant Bike Shop to PCEA will include details on the qualifying E-bikes sold, including the total incentive value distributed and a copy of receipt of each qualifying E-bike sold, including:
 - a. Customer name, address, email, and phone number
 - b. E-bike make and model
 - c. E-bike pre-incentive cost
 - d. If financing or payment plans (e.g., Affirm) are utilized
4. Rebate payment reimbursements from PCEA will be issued on a net-30 basis.
5. Rebate payments will not exceed \$1,000 of the purchase price per bike, whichever is less, for a total rebate amount not to exceed \$1,020,000.
- 5. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**
- 6. This Amendment No. 4 shall take effect upon the date of execution by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as set forth below.

Peninsula Clean Energy Authority

By: _____
Shawn Marshall, CEO

Dated: _____

Sports Basement

By: _____

Name: _____

Title: _____

Dated: _____



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 8, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Shawn Marshall, Chief Executive Officer
 Nelly Wogberg, Board Clerk

SUBJECT: Approval of Amendments to Peninsula Clean Energy Operating Rules and Regulations: "Policy 16, Policies and Procedures for Board of Directors and Committees"

RECOMMENDATION

Approval of Amendments to Peninsula Clean Energy Operating Rules and Regulations: "Policy 16, Policies and Procedures for Board of Directors and Committees"

BACKGROUND

Policy 16 was adopted in 2018 to establish clear rules governing the Peninsula Clean Energy (PCE) Board of Directors, its Standing Committees, and the use of Board Ad Hoc Committees and Staff-Led Committees. Over time, the policy has been updated to reflect evolving governance needs, adjustments to committee structures, and changes in relevant State laws. Revisions most recently adopted in September 2024 formalized best practices for: Board leadership terms, attendance expectations, and conflict-of-interest controls, and aligned with PCE's governing Joint Powers Agreement.

In 2025, the Board convened an Ad Hoc Efficacy Committee to evaluate the effectiveness of PCE's Board governance structure, including the Executive Committee, Audit and Finance Committee, and the Community Advisory Committee (CAC). As part of this review, the Committee examined whether each committee continued to provide clear value, whether responsibilities were appropriately allocated, and whether Policy 16 accurately reflected current practice. Following this work, the Board voted in November 2025 to sunset the Community Advisory Committee requiring Policy 16 to be updated accordingly. From there, the Ad Hoc committee reviewed the Executive and Audit and Finance Committees and other administrative edits to Policy 16 and provided direction to create a streamlined, legally compliant, and updated version of the policy that focuses on core Board-regulated governance functions.

In addition, PCE staff and the Ad Hoc Efficacy Committee identified several sections of the 2024 policy that restated state law rather than establishing Board operating policy.

Specifically, public participation and decorum at meetings are governed by the Brown Act, and remote attendance rules are governed by State teleconferencing statutes (AB 2449 and, prospectively, SB 707). Because these subjects are controlled by state law and must be updated whenever legislation changes, Staff recommended that these sections be removed from the body of Policy 16 and would instead maintained in staff-managed documents that can be updated as needed by the Board clerk.

DISCUSSION

Summary of Proposed Policy 16 Changes:

1. Removal of Community Advisory Committee (CAC)

References to the CAC were removed reflecting the Board's November 2025 decision to sunset the CAC effective December 1, 2025. Because the new Community Feedback Forum, which effectively replaces the CAC, is not a standing committee of the Board it is not referenced in Policy 16.

2. Removal of public-comment and public-participation procedures from the body of Policy 16

The 2024 version of Policy 16 contained a detailed section on how the public engages with the Board and committees, including meeting access (in-person and virtual), translators, ADA accommodations, time limits, decorum expectations, and rules for general public comment versus item-specific comment. In the proposed revision, those sections are removed from the core policy because public participation at PCE meetings is governed by the Brown Act, not by Board-created operating rules. Keeping Brown Act language inside Board policy creates a risk that the policy will quickly become outdated when State law changes, as it often does. Public comment and meeting access procedures will instead be documented in separate attachments and online materials that can be updated by staff to remain in step with current statutory requirements, while still being clearly available to Board members and the public.

3. Removal of AB 2449 remote-attendance provisions from the policy text The 2024 version included extensive AB 2449 procedures, including "just cause," "emergency circumstances," disclosure requirements, and sample scripts for Board members attending remotely. These provisions have been removed from the body of Policy 16 for two reasons:

- AB 2449 remote-attendance rules are state-mandated Brown Act rules and therefore do not need to be codified in Board policy.
- AB 2449 sunsets on January 1, 2026, and is replaced by updated teleconferencing provisions under SB 707, which will remain operative through January 1, 2030. Because these requirements are dictated and periodically amended by state law, it is more appropriate for them to be maintained as a staff-managed attachment or guidance document rather than as Board policy language that must be re-adopted each time legislation changes.

The updated/proposed Policy 16 retains only the high-level framework that Board and Standing Committee meetings are subject to Brown Act open-meeting and teleconferencing requirements; the detailed operational rules will be provided in separate legal guidance materials that staff will publish online.

4. 75% Attendance Expectations

The updated policy maintains the expectation that Member Jurisdictions participate

consistently in Board and Standing Committee meetings. Each Member Jurisdiction is expected to achieve at least 75% attendance at scheduled Board meetings on a rolling 12-month basis, and Standing Committee members are expected to meet the same threshold for their assigned committees. Attendance may be satisfied by either the primary Board Member or the designated Alternate.

When a Member Jurisdiction's participation falls below the 75% threshold, the Board Clerk will review attendance records and notify the Board Chair. The Board Chair will engage the affected Board Member to address participation expectations and, if attendance does not improve, may request that the appointing jurisdiction consider designating a replacement representative.

5. Updates to Chair/Vice Chair Elections and Standing Committee Appointments

The updated policy makes targeted clarifications to the Chair and Vice Chair election process to better align the written policy with current Board practice. The revisions clarify the timing of the ad hoc nominating committee's formation and role, specify when recommendations are brought forward for Board action, and refine language related to term limits and eligibility for extended service under extraordinary circumstances. These edits are intended to reduce ambiguity in the election timeline while preserving full Board discretion.

Revisions to Standing Committee appointments similarly focus on clarification rather than structural change. The updated language refines how slates for the Executive Committee and Audit and Finance Committee are presented to the Board, clarifies the process that applies if a proposed slate is not approved, and more clearly describes the authority to fill interim vacancies to ensure committee continuity. These updates consolidate and streamline appointment language without altering committee composition, term lengths, or the Board's approval authority.

6. Reorganization and narrowing of policy scope

The December 2025 version is reorganized to focus strictly on:

- Board officer election procedures
- Standing Committee purpose, composition, appointment processes, and quorum rules
- Ad Hoc Committee structure, Brown Act distinctions, and reporting expectations
- Staff-led subcommittee definitions

7. Former Board Member Volunteer List (Formerly Emeritus Advisory Group)

The updated policy revises and clarifies the Directors Emeritus section to better reflect the purpose and limited role of former Board members following their service. The revisions simplify the description of the group, clarify that participation is informal and advisory in nature, and remove language implying ongoing committee status or regular meetings. The updated language also aligns the section with the streamlined scope of Policy 16 by emphasizing that Directors Emeritus do not set policy, do not act on behalf of the Board, and may be engaged by staff on an as-needed basis for institutional knowledge or subject-matter expertise.

8. Administrative cleanup and consolidation

Formatting, terminology, and section sequencing have been updated for clarity and consistency. Redundant, outdated, or purely descriptive provisions were removed, and cross-references were corrected so that the document is easier for Board members, staff, and the public to use.

FISCAL IMPACT

None

ATTACHMENTS:

[Policy 16 - Board and Committee Appointments - Proposed Dec 2025 Clean.pdf](#)

[Policy 16 - Board and Committee Appointments - Proposed Dec 2025 Redline.pdf](#)

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF AMENDMENTS TO PENINSULA CLEAN ENERGY OPERATING RULES AND REGULATIONS: "POLICY 16, POLICIES AND PROCEDURES FOR BOARD OF DIRECTORS AND COMMITTEES"

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo and the City of Los Banos, State of California ("Peninsula Clean Energy" or "PCE"), that

WHEREAS, Peninsula Clean Energy was formed on February 29, 2016; and

WHEREAS, Policy 16 – Policies and Procedures for Board of Directors and Committees establishes governance rules for Board leadership, committee structure, attendance expectations, and related procedures; and

WHEREAS, in 2025, the Board Ad Hoc Efficacy Committee conducted a review of the Board's Standing Committees and governance practices and, as part of its final work, reviewed proposed edits to Policy 16 to improve clarity, alignment with current practice, and long-term durability; and

WHEREAS, following this review, the Board voted in November 2025 to sunset the Community Advisory Committee, necessitating corresponding updates to Policy 16; and

WHEREAS, additional administrative updates to Policy 16 were identified to:

1. Clarify and streamline the Chair and Vice Chair election process;
2. Clarify the appointment process to Standing Committees and the handling of interim vacancies;
3. Reinforce the Board's 75 percent attendance expectations and related follow-up procedures;
4. Revise and clarify the Directors Emeritus section to reflect its informal and advisory nature; and
5. Remove from the body of the policy detailed procedures governed by state law, including public participation requirements under the Brown Act and remote attendance provisions governed by AB 2449 and SB 707, which will instead be maintained as staff-managed reference materials; and

WHEREAS, these revisions are intended to ensure that Policy 16 focuses on Board-adopted governance rules, avoids duplication of state law, and remains accurate and effective over time;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Peninsula Clean Energy hereby approves the administrative updates to Policy 16 – Policies and Procedures for Board of Directors and Committees, as presented.



Policy Number: 16
Board Adoption: January 25, 2018
Revised: January 24, 2019
Revised: March 25, 2021
Revised: June 27, 2024
Revised: September 26, 2024
Last Revision: December 2025

Policies and Procedures for Board of Directors and Committees

Overview and Purpose

The purpose of these policies and procedures is to provide clear guidelines for how the Peninsula Clean Energy (PCE) Board of Directors and Committees conduct their business in a fair, equitable and effective manner. These rules are intended to enhance public participation and ensure effective meetings so that the best possible decisions can be made for PCE

This policy governs the Board of Directors, Executive Committee, Audit and Finance Committee, Ad Hoc Committees, and Staff Committees.

If a provision of these policies or procedures conflicts or is inconsistent with State or Federal law, the State or Federal law shall govern. State law establishes a variety of mandatory meeting rules that the Board must follow in order to ensure open government and fair process, regardless of unusual situations and consequences. (See Cal. Govt Code section 54950.)

1. General Procedures for Board of Directors Meetings

a. Chair and Vice Chair

In December, the Chair will seek volunteers to serve on an ad hoc nominating committee. The committee will consist of three to five primary Board members who have confirmed they do not intend to seek the positions of Chair or Vice Chair. At the January Board meeting, the Chair will formally appoint the ad hoc nominating committee and invite any Board members interested to serve as either Chair or Vice Chair to notify the committee.

Before the February Board meeting, the ad hoc nominating committee will confer and prepare a recommendation for Chair and Vice Chair for that year. At the February Board meeting, that recommendation will be submitted to the Board and the Board shall take action thereon.

The Chair and Vice Chair each serve one-year terms and may serve up to two consecutive terms in their respective roles. Under extraordinary circumstances, the incumbent(s) may be elected to an additional one-year term, subject to approval by a majority of the Board.

After a one-year break in service, a member may again serve as Chair or Vice Chair.

A member may serve consecutive terms as Vice Chair and then subsequently serve as Chair. While the Board generally expects that Vice Chair to become Chair, the Board retains full discretion in all appointments.

b. Meeting Schedules, Agendas and Supporting Materials

The Board of Directors generally conducts two different kinds of meetings: regular meetings and special meetings. The PCE Joint Exercise of Powers Authority (the JPA Agreement) provides that the PCE Board of Directors holds at least six regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, time and place of each regular meeting shall be fixed by resolution or ordinance of the Board.

The Board also schedules periodic special meetings, which are meetings on any day or time other than the regular meeting time. The Board may call a special meeting on a minimum of 24 hours' notice. The Board makes every effort to provide notice well in advance of 24 hours.

c. Posting of Agendas

Under the Brown Act, meeting agendas must be posted no later than 72 hours prior to regular meetings and 24 hours prior to special meetings. Agendas are posted at meeting locations and on the PCE website.

d. Supporting Reports and Materials

It is Board policy to make every effort to provide supporting reports and materials at the time the agenda is posted. Materials that are not available at the time of agenda posting will be distributed as soon as feasible before the meeting. Materials that are distributed to a majority of the Board will be made available to the public at the same time, as required by law. Some materials, such as presentation materials or "supplemental memoranda" may be distributed to Board members and the public at the meeting.

e. Attendance Procedures

The PCE Board expects its Member Jurisdictions to maintain consistent participation in Board meetings and Standing Committee meetings. Participation requirements may be satisfied by either the primary Board Member or the designated Alternate.

Each Member Jurisdiction is expected to achieve at least 75% participation in all scheduled Board meetings, measured on a rolling 12-month basis. Standing Committee members are likewise expected to achieve at least 75% participation in the meetings of the committee to which they are appointed. Alternates may attend Standing Committee meetings in place of the appointed committee member and will count toward the Member Jurisdiction's participation.

Board members should contact their Alternates when they are unable to attend a meeting and should notify the Board Chair and the Board Clerk of any absences with as much notice as possible. If a Member Jurisdiction's participation falls below the 75% threshold in attendance of Board meetings or Standing Committee meetings, the Board Clerk will review the attendance record and inform the Board Chair who will contact the designated Board Member to discuss expectations.

If participation does not improve following this outreach, the Board Chair will request that the appointing jurisdiction evaluate whether to designate a replacement representative.

f. Employment and Contracting Restrictions for Former Board Members

Board members understand that they shall not be current PCE employees nor seek and/or gain employment with PCE during their term(s) as a Board member. A former Board member shall not seek or gain employment at PCE within the twelve (12) months following the end of their Board service as marked by the Board member's final PCE Board meeting as a Board member.

In the event that PCE desires to contract with a former Board member within twelve (12) months of the end of their term as a Board member such agreement, regardless of not to exceed amount, shall be approved by the majority of the Board.

g. Remote Attendance of Board Members at Board and Standing Committee Meetings

Board members are strongly encouraged to attend meetings in person. State law allows Board members to attend meetings remotely by following the procedures outlined in Government Code Section 54953(b) ("Standard Remote Attendance"). For convenience, these procedures are summarized below and are current as of the date of this Policy revision. If state law is subsequently amended, the amended terms of State law will apply.

Board members are encouraged to consult in advance with the Board Clerk and General Counsel to ensure compliance with all required procedures.

i. Number of Remote Appearances

Standard remote attendance shall be permitted not more than five times a year per legislative body (for example, a member may be remote three times from a Board meeting and twice for a Board committee, totaling five in one year).

ii. General Procedures for Appearing Remotely

Board members must follow mandatory procedures set forth in State law. At any meeting where a Board member is attending remotely, the following requirements must be met:

1. At least a quorum of the Board must participate from a singular physical location within the jurisdiction.
2. The agenda must identify and include an opportunity for the public to attend and directly address the Board member through a call-in option, an internet-based service option, and in-person at the location of the meeting.
3. The Board may not take action if there is an unresolved disruption to the meeting broadcast or to the ability to take call-in or internet-based public comment.

If the above threshold requirements are met, the Board member attending remotely must ensure they follow the procedures associated with Standard Remote Attendance.

iii. Standard Remote Attendance Procedures

A Board member attending remotely using these procedures must ensure that:

1. The meeting agenda identifies the remote attendance location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to a regular meeting and 24 hours prior to a special meeting.
2. The remote attendance location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.
3. The remote attendance technology used is open and fully accessible to all members of the public, including those with disabilities.
4. Members of the public who attend the meeting at the remote attendance location have the same opportunity to address the Board from the remote location that they would if they were present at the quorum location.
5. The remote attendance location must not require an admission fee or any payment for attendance.
6. If the meeting includes a closed session, the Board Member must ensure that there is a private location available for that portion of the meeting. A private location means a closed room such that no other person can hear any portion of the closed session.
7. A Board member attending remotely must participate through audio and visual technology.

If the Board Member intends to follow the procedures of Standard Remote Attendance but determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting remotely using Standard Remote Attendance procedures.

iv. Standard Remote Attendance Guidelines

1. Five days written notice in advance of the publication of the agenda must be given by the Board member to the Board Clerk about their intent to participate remotely; the notice must include the address at which the remote attendance will occur, and the address the Board packet should be mailed to, if a hard copy is requested.
2. The Board member is responsible for posting the Board agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The Board Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Board member requests; however, it is the Board member's responsibility to ensure that the agenda arrives and is posted. If the Board Member needs the assistance of the Board Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.
3. The Board Member must ensure that the location will be publicly accessible while the meeting is in progress.
4. The Board Member must state at the beginning of the Board meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

2. **Standing Committees**

It is the policy of the Board to use standing committees in open and public meetings to conduct PCE business in greater depth than what is possible in the time allotted for Board meetings. The standing committees of PCE are the Executive Committee and the Audit and Finance Committee. All standing committees are subject to the Brown Act and are conducted in publicly noticed in-person meetings. PCE standing committees are described below and shall be subject to the following procedural rules:

Executive Committee:

As a Standing Board Committee, the role of the PCE Executive Committee is to consider and make recommendations on matters relating to significant policy or procedural matters that may require additional study or feedback before moving to the full Board, and any matters referred to it by the Board.

The Executive Committee will consist of up to nine members, two of whom will be the Chair and Vice Chair and up to seven of whom will be separately elected by the Board to serve one-year terms. The Chair and Vice Chair of the Board shall also serve as the Chair and Vice Chair of the Executive Committee. Members of the Executive Committee will not be subject to term limits.

The Chair elected in February, after consulting with the Vice Chair, will present a recommend slate of up to seven Executive Committee members at the March Board meeting. The Board will vote

to approve or reject the entire slate. In the event the Board does not approve the entire slate, Board members will nominate and vote on individual appointments to the Executive Committee at the same meeting. If there is an interim vacancy on the Executive Committee, the Board Chair and Vice Chair are authorized to fill that interim term.

Audit and Finance Committee:

As a Standing Board Committee, the role of the Board Audit and Finance Committee is to consider and make recommendations on matters referred to it by the Board relating to PCE finance, budget, financial audits, and debt.

The Audit and Finance Committee will consist of up to five members elected by the Board to serve one-year terms. Members of the Audit and Finance Committee will not be subject to term limits.

The Chair elected in February, after consulting with the Vice Chair, will present a recommend slate of up to five Audit and Finance Committee members at the March Board meeting. The Board will vote to approve or reject the entire slate. In the event the Board does not approve the entire slate, Board members will nominate and vote on individual appointments to the Audit and Finance Committee at the same meeting. Annually, the Audit and Finance Committee will elect a Chair and Vice Chair at their first meeting following the election of the slate. If there is an interim vacancy on the Audit and Finance Committee, the Board Chair and Vice Chair are authorized to fill that interim term.

General Standing Committee Requirements:

a. General purpose and function of Committees

The purpose and intent of standing committee meetings is to expedite Board action by providing more thorough and detailed discussion and study of prospective or current Board agenda items with a full and complete airing of all sentiments and expressions of opinion by both the committee and the public. Actions of the standing committee shall be advisory recommendations only, except as to matters expressly delegated to a committee by the Board. If a matter is taken forward to the full Board for approval after receiving a unanimous vote of approval at the committee level, the item may be placed on the Board's Consent Calendar, unless otherwise recommended by the Committee, Chair, General Counsel or Chief Executive Officer.

b. Quorum

A majority of the committee membership shall constitute a meeting quorum.

c. Attendance by Nonmembers

As required by the Brown Act, Board members who are not on a committee may attend the committee meeting but only as an observer; they may not speak in an official capacity or otherwise participate in the committee meeting. If the Board wishes to allow Board members who are not

serving on the committee to speak, the meeting should be noticed as a meeting of the full Board, and all Board meeting procedural requirements will apply.

d. Minutes and Report of Committees

PCE staff, generally the Board Clerk, shall be responsible for the preparation and distribution to the Board of the minutes of the Executive and Audit and Finance committee meetings. In addition, a video recording of each meeting shall be posted on the PCE website.

e. Committee Agenda

The Chair of each standing committee shall work with staff to prepare the agenda for committee meetings. Items should be scheduled as they are ready, taking into account the time required for staff research and analysis to support committee discussions, the time-sensitivity of particular items, and other factors as determined by staff and the committee chair.

f. Public Participation at Committees

Please see the policy attachment for complete details on public participation at Board and Committee meetings.

Please note that PCE meetings are a limited public forum, and all public comment must relate to a matter that is on the agenda or within the subject matter jurisdiction of the Board and Agency. If comments do not relate to the agenda or subject matter jurisdiction of the Board and Agency, the Chair will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the meeting agenda or subject matter jurisdiction of the Board and Agency.

g. Creation and Termination of New Standing Committees

A majority of the Board may vote to establish new standing committees as needed or to terminate any standing committee by placement of the issue on a Board agenda.

3. Board Ad Hoc Committees and Staff-Led Committees

The Board of Directors may create Ad Hoc Committees on a limited basis and subject matter when necessary to study PCE business in greater depth than what is possible in the time allotted for Board and Standing Committee meetings. The following rules are intended to clarify the distinction between Standing Committees, Ad Hoc Board Committees, and Staff-Led Subcommittees to establish operating guidelines for such committees:

a. Definition of Ad Hoc Committee

An Ad Hoc Committee of the Board is a temporary advisory committee composed of less than a quorum of Board members or any Standing Committee. The work of an Ad Hoc Committee has a limited or single purpose. An Ad Hoc committee is not intended to be perpetual but rather dissolved once its specific task is completed. By contrast, a Standing Committee has ongoing

subject matter jurisdiction over a variety of related topics.

b. Definition of a Staff-Led Committee

A PCE staff-led committee is an informal group focused on a particular PCE topic or function that includes less than a quorum of Board or other standing committee members. It is a non-Brown Act committee staffed by a member of PCE's leadership team that meets periodically and at staff's direction. Staff shall utilize group feedback and/or vet a particular department specific topic. A staff-led committee does not set Agency or Board policy or direction.

c. Creation and Appointment

The Board Chair or the full Board may create an Ad Hoc Committee and appoint less than a quorum of the Board or any Standing Committee to serve. The Chair will publicly announce any Ad Hoc Committee created, its membership, and stated purpose. In contrast, only the Board and not the Chair alone can create an ongoing Standing Committee. Staff-led subcommittees are organized and led by PCE executive and/or director-level staff.

d. Brown Act

The procedural requirements of the Brown Act apply to all committees that have either:

(a) continuing subject matter jurisdiction over a matter or group of related matters; or (b) a regular meeting schedule set by Board action. All Standing Committees are Brown Act bodies. Ad hoc committees are generally not Brown Act bodies, provided that: 1) they are temporary bodies, formed for the purpose of addressing a limited or single purpose, 2) include only members of Board, and 3) do not have a regular meeting schedule set by Board action. When the Board creates an Ad Hoc committee that is not a Brown Act body, the Board may, at its discretion, direct that the committee follow Brown Act procedures.

e. Members

Ad Hoc Committees shall consist of less than a quorum of the Board, and shall not include any other persons, including members of other legislative bodies. Staff-led subcommittees shall consist of less than a quorum of the Board and may include participation from outside the Board or organization as warranted.

f. Reporting

Ad Hoc Committees shall report their recommendations to the Board in the timeframe directed by the Board.

g. Termination of Ad Hoc Committee by Majority of the Board

A majority of the Board may vote to terminate any Ad Hoc Committee following placement of the

issue on an agenda.

h. Conclusion of Work

A public announcement shall be made any time the Ad Hoc Committee has concluded its work and/or upon dissolution.

4. Former Board Member Volunteer List

Staff will maintain a list of interested former Board Members or Alternates of the PCE Board of Directors, who have retired from public office and may be called upon by staff to volunteer their expertise.



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Policies and Procedures for Board of Directors and Committees, Committees, and Advisory Groups

Overview and Purpose

The purpose of these policies and procedures is to provide ~~a set of clear~~ guidelines ~~through which for how the~~ Peninsula Clean Energy (PCE) Board of Directors and Committees conducts their business in a fair, equitable and effective manner. ~~If a provision of these policies or procedures conflicts or is inconsistent with State or Federal law, the State or Federal law shall govern.~~ These rules are intended to enhance public participation and ensure effective ~~committee~~ meetings so that the best possible decisions can be made for ~~Peninsula Clean Energy.~~ PCE

This policy governs ~~the function of various boards and committees of Peninsula Clean Energy including~~ the Board of Directors, ~~the~~ Executive Committee, Audit and Finance Committee, ~~Staff~~ Ad Hoc Committees, ~~and Staff~~ Ad Hoc Committees, ~~and the Emeritus Advisory Group.~~

If a provision of these policies or procedures conflicts or is inconsistent with State or Federal law, the State or Federal law shall govern. State law establishes a variety of mandatory meeting rules that the Board must follow in order to ensure open government and fair process, regardless of unusual situations and consequences. (See Cal. Govt Code section 54950.)

1. General Procedures for Board of Directors Meetings

- ~~a. The purpose of these guidelines is to facilitate the orderly and efficient conduct of PCE business. This purpose recognizes the value of establishing a community understanding of meeting procedures so that broad public participation is encouraged. This purpose also recognizes that Board members must have a common approach to the discussion and debate of PCE business so that meetings are both streamlined and thorough.~~
- ~~b. These are guidelines rather than rules. The Board intends that PCE staff and Board members will follow these guidelines; however, these guidelines should not be used in~~

~~a way that leads to inefficiency, unfairness, or the promotion of form over substance.~~
~~In addition to Board-adopted guidelines, State law establishes a variety of mandatory meeting rules that the Board must follow in order to ensure open government and fair process, regardless of unusual situations and consequences. (See Cal. Govt Code section 54950.)~~

~~c.a.~~ Chair and Vice-Chair

~~With respect to the process and timing for nomination and election of the Chair and Vice-Chair, every January~~In December, the Chair will seek volunteers to serve on an ad hoc nominating committee. will appoint an ad hoc nominating committee~~The committee will consist made up of between three and to five primary Board members who have confirmed, each of whom has indicated to the Chair and they do not intention d not to seek the positions of Chair or Vice-Chair. At the January Board meeting of the Board, the Chair will inform the Board of the composition of the~~formally appoint the ad hoc nominating committee and invite any Board members interested members to notify the nominating committee of their desire to serve as either Chair or Vice-Chair to notify the committee.

~~Prior to~~Before the February Board meeting of the Board, the ad hoc nominating committee ~~will~~ shall confer and prepare a recommendation regarding who should serve as for Chair and Vice-Chair for that year. At the February Board meeting, that recommendation shall ~~will~~ be submitted to the Board and the Board shall take action thereon.

The Chair and Vice-Chair each serve one-year terms and may serve up to two consecutive terms in their respective roles. Under extraordinary circumstances, the incumbent(s) may be elected to an additional one-year term, subject to approval by a majority of the Board.~~will be individually elected by the Board for up to two (2) successive one (1) year terms. There shall be a limit of two (2) successive terms held by the Chair or Vice-Chair.~~

~~In the event that a director is not nominated for election as Chair and/or Vice Chair by the ad hoc nominating committee, or, if for another reason the position(s) will be vacant, the incumbent Chair or Vice Chair may be elected for an additional one (1) year term beyond the two (2) year term described in the first paragraph of this section for a total term of three (3) years. The Board must approve a term extension to three (3) years by a majority vote.~~

~~However, a~~After a one-year break in service of at least one-year, a member may again serve as Chair or Vice Chair.

A member may serve consecutive terms as Vice-Chair and then subsequently serve as Chair. While the Board generally expects ~~There is a general expectation~~ that Vice-Chair to become s will serve as Chair, the Board retains full discretion in all electionsappointments following their

~~term as Vice Chair. However, ultimately, the decision of whom to elect is at the discretion of the Board.~~

~~a. With respect to the process and timing for nomination and election of the Chair and Vice Chair, every January the Chair will appoint an ad hoc nominating committee made up of between three and five Board members, each of whom has indicated to the Chair an intention not to seek the positions of Chair or Vice Chair. At the January meeting of the Board, the Chair will inform the Board of the composition of the nominating committee and invite interested members to notify the nominating committee of their desire to serve as either Chair or Vice Chair. Prior to the February meeting of the Board, the nominating committee shall confer and prepare a recommendation regarding who should serve as Chair and Vice Chair for that year. At the February Board meeting, that recommendation shall be submitted to the Board and the Board shall take action thereon.~~

d.b. Meeting Schedules, Agendas and Supporting Materials

The Board of Directors generally conducts two different kinds of meetings: regular meetings and special meetings. The PCE Joint Exercise of Powers Authority (the JPA Agreement) provides that the PCE Board of Directors holds at least six regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, ~~hour time~~ and place of each regular meeting shall be fixed by resolution or ordinance of the Board.

The Board also schedules periodic special meetings, which are meetings on any day or time other than the regular meeting time. The Board may call a special meeting on a minimum of 24 hours' notice. The Board makes every effort to provide notice well in advance of 24 hours.

e.c. Posting of Agendas

Under the Brown Act, meeting agendas must be posted no later than 72 hours prior to regular meetings and 24 hours prior to special meetings. Agendas are posted at meeting locations and on the PCE ~~Board web~~site page.

f.d. Supporting Reports and Materials

It is Board policy to make every effort to provide supporting reports and materials at the time the agenda is posted. Materials that are not available at the time of agenda posting will be distributed as soon as feasible before the meeting. Materials that are distributed to a majority of the Board will be made available to the public at the same time, as required by law. Some materials, such as presentation materials or "supplemental memoranda" may be distributed to Board members and the public at the meeting.

g.e. Attendance Procedures

The PCE Board expects its ~~Mm~~member Jurisdictions to ~~attend~~maintain consistent

participation in Board meetings and Standing Committee meetings, regularly and consistently. Participation requirements may be satisfied by either the primary Board Member or the designated Alternate.

Each Member Jurisdiction is expected to achieve at least 75% participation in all scheduled Board meetings, measured on a rolling 12-month basis. Standing Committee members are likewise expected to achieve at least 75% participation in the meetings of the committee to which they are appointed. Alternates may attend Standing Committee meetings in place of the appointed committee member and will count toward the Member Jurisdiction's participation.

Board members should ~~notify~~ contact their Alternates when they are unable to attend a meeting and should notify ~~and the~~ Board Chair and the Board Clerk of any planned absences with as much notice as possible. If a Member Jurisdiction's participation falls below the 75% threshold in attendance of Board meetings or Standing Committee meetings, ~~has more than two (2) unexcused absences at Board meetings or two (2) unexcused absences at Standing Committee meetings,~~ the Board Clerk will review the attendance record and inform the Board Chair who will contact the designated Board Member to discuss expectations. ~~will direct staff to notify the subject Board member with the intention of resolving the participation issue.~~

~~If there is a further unexcused absence by the Board member the participation does not improve following this outreach, the~~ Board Chair will request that the appointing jurisdiction evaluate whether to designate a replacement representative. ~~direct staff to send a letter to the County or City manager and mayor, with a request to designate a replacement Board representative. Unexcused absence is defined as not having provided written notification prior to the meeting.~~

~~h.f.~~ Employment and Contracting Restrictions for Former Board Members

Board members understand that they shall not be current PCE employees nor seek and/or gain employment with PCE during their term(s) as a Board member. A former Board member shall not seek or gain employment at PCE within the twelve (12) months following the end of their Board service as marked by the Board member's final PCE Board meeting as a Board member.

In the event that PCE desires to contract with a former Board member within twelve (12) months of the end of their term as a Board member such agreement, regardless of not to exceed amount, shall be approved by the majority of the Board.

~~i.g.~~ Remote Attendance of Board Members at Board and Standing Committee Meetings

Board members are strongly encouraged to attend meetings in person. State law allows Board members to attend meetings remotely by following the procedures outlined in Government Code Section 54953(b) ("Standard Remote Attendance"). ~~or the procedures outlined in Assembly Bill 2449 (2022) ("AB 2449 Remote Attendance").~~ For convenience, these procedures are summarized below and are current as of the date of this Policy revision.

If state law is subsequently amended, the amended terms of State law will apply. Board members are encouraged to consult in advance with the Board Clerk and, ~~if needed, PCE's~~ General Counsel to ensure compliance with all required procedures.

i. Number of Remote Appearances

Standard remote attendance shall be permitted not more than five ~~(5)~~ times a year per legislative body (for example, ~~a member may be remote three times from a Board meeting and twice for a Board committee, totaling five in one year~~ five times a year for full Board meetings and five additional times a year for each Board committee).

~~AB 2449 Remote Attendance rules state that no more than two (2) meetings may be attended remotely during a calendar year under AB 2449 for "just cause," as described below.~~

ii. General Procedures for Appearing Remotely

Board members must follow mandatory procedures set forth in State law. At any meeting where a Board member is attending remotely, the following requirements must be met:

1. At least a quorum of the Board must participate from a singular physical location within the jurisdiction.
2. The agenda must identify and include an opportunity for the public to attend and directly address the Board member through a call-in option, an internet-based service option, and in-person at the location of the meeting.
3. The Board may not take action if there is an unresolved disruption to the meeting broadcast or to the ability to take call-in or internet-based public comment.

If the above threshold requirements are met, the Board member attending remotely must ensure they follow the procedures associated with ~~either~~ Standard Remote Attendance ~~or AB 2449 Remote Attendance~~.

iii. Standard Remote Attendance Procedures

A Board member attending remotely using these procedures must ensure that:

1. The meeting agenda identifies the remote attendance location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to a regular meeting and 24 hours prior to a special meeting.
2. The remote attendance location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.
3. The remote attendance technology used is open and fully accessible to all members of the public, including those with disabilities.

4. Members of the public who attend the meeting at the remote attendance location have the same opportunity to address the Board from the remote location that they would if they were present at the quorum location.
5. The remote attendance location must not require an admission fee or any payment for attendance.
6. If the meeting includes a closed session, the Board Member must ensure that there is a private location available for that portion of the meeting. A private location means a closed room such that no other person can hear any portion of the closed session.
7. A Board member attending remotely must participate through audio and visual technology.

If the Board Member intends to follow the procedures of Standard Remote Attendance but determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting remotely using Standard Remote Attendance procedures.

iv. Standard Remote Attendance Guidelines

1. Five ~~(5)~~ days written notice in advance of the publication of the agenda must be given by the Board member to the Board Clerk about their intent to participate remotely; the notice must include the address at which the remote attendance will occur, and the address the Board packet should be mailed to, if a hard copy is requested.
2. The Board member is responsible for posting the Board agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The Board Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Board member requests; however, it is the Board member's responsibility to ensure that the agenda arrives and is posted. If the Board Member needs the assistance of the Board Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.
3. The Board Member must ensure that the location will be publicly accessible while the meeting is in progress.
4. The Board Member must state at the beginning of the Board meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

v. ~~AB 2449 Remote Attendance Procedures~~

1. ~~In 2022 the Legislature adopted AB 2449, which amended the Brown Act to allow remote participation in certain narrow circumstances (listed below) without publishing the remote location on the meeting agenda and without providing public access from the remote location. AB 2449 will remain in effect until January 1, 2026.~~
2. ~~Where the requirements of AB 2449 are met, a Board member is not~~

~~required to follow the standard remote guidelines described above.~~

~~3. A Board member may use AB 2449 if the Board member has either “just cause” or “emergency circumstances” that require remote participation, as defined by AB 2449.~~

A. ~~“Just cause” is defined as:~~

- ~~• a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires remote attendance,~~
- ~~• a contagious illness that prevents in-person attendance,~~
- ~~• a need related to a physical or mental disability which cannot be resolved by a request for reasonable accommodation, or~~
- ~~• travel while on the business of a state or local agency.~~

~~A Board member with “just cause” to attend remotely must notify the Board or Board committee and the Board Clerk at the earliest possible opportunity, including at the start of the meeting, of their need to participate remotely and provide a general description of the circumstances.~~

B. ~~“Emergency circumstances” is defined as a physical or family medical emergency that prevents a Board member from attending the Board meeting in person.~~

~~A Board member attending remotely due to “emergency circumstances” must notify the Board or Board committee and the Board Clerk at the earliest possible opportunity.~~

~~The Board or Board committee must request a general description of the circumstances relating to the Board member’s need to appear remotely. The description does not need to have more than 20 words, and the Board member does not have to disclose any personal medical information.~~

~~At the earliest opportunity available to it, the Board or Board committee must, by a majority vote of its members, take action on the request to approve or disapprove it. If the request does not allow sufficient time to place it on the agenda for the meeting for which the request is made, the legislative body must take action on the request at the beginning of the meeting by majority vote.~~

C. ~~**Disclosures.** Board members attending remotely must publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member’s relationship with the individual.~~

D. ~~**Technology.** Board members attending remotely shall participate using both audio and visual technology.~~

Just Cause:

~~If the Board member intending to follow the procedures of AB 2449 Remote Attendance determines that any or all of these requirements cannot be met, he or she shall not participate in the meeting remotely using AB 2449 Remote Attendance procedures.~~

~~E. AB 2449 Remote Attendance Sample Scripts~~

~~At the start of the meeting, the Board member attending remotely may use the following language to identify under which provision they are attending remotely:~~

~~"I have just cause to attend this meeting remotely under AB 2449. I have not attended a meeting remotely due to just cause more than once this calendar year. I have attended [NUMBER] meetings remotely this calendar year. I must attend this meeting remotely because...~~

~~1. "..." I must provide caregiving to [RELATION]."~~

~~2. "... a contagious illness prevents me from attending in person."~~

~~3. "... I have a need related to a disability which could not be accommodated at this meeting."~~

~~4. "... I am travelling while on official business of [STATE OR LOCAL AGENCY]." "In this room, I am accompanied by..."~~

~~1. "...no one over the age of 18."~~

~~2. "...one or more individuals over the age of 18. They are [RELATION (e.g., my spouse, coworker, medical provider)]."~~

Emergency Circumstances:

~~"Due to emergency circumstances, I request to attend this meeting remotely under AB 2449. I have attended [NUMBER] meetings remotely this calendar year. The [PHYSICAL OR FAMILY] medical emergency I am facing requires my remote attendance because [BRIEF DESCRIPTION]."~~

~~"In this room, I am accompanied by..."~~

~~1. "...no one over the age of 18."~~

~~2. "...one or more individuals over the age of 18. They are [RELATION (e.g., my spouse, coworker, medical provider)]."~~

~~5. How the Public Engages with the Board and Committees
Public Participation During Peninsula Clean Energy meetings~~

~~The Board and its Committees welcomes members of the public to participate in meetings through public comment opportunities. It is the policy of the Board to assure that members of the public have the opportunity to speak on any regular or special meeting agenda item before final action. These rules are intended to enhance public participation and Board and Committee debate so that the best possible decisions can be made for PCE and its member agencies. Open government meetings must allow everyone to be heard without fear of cheers or jeers. For these reasons, the Board and Committees take these rules seriously. Disruptive or unruly behavior in violation of the law can result in removal from the Peninsula Clean Energy meeting and/or arrest and prosecution.~~

~~a. Access to Meetings~~

~~In Person and Remote Participation — Peninsula Clean Energy meetings are available in person in the locations provided on the agenda and through an online meeting platform. Members of the public are welcome to attend the meeting in person or to join the online meeting platform.~~

~~Translators — Speakers may bring a translator as needed and will be allotted additional time, as appropriate.~~

~~ADA Access — PCEA makes every reasonable effort to accommodate the needs of the disabled consistent with law. Any provision of these rules may be modified if needed to provide reasonable accommodation. Persons needing assistance should contact: the Board Clerk, at 650-414-1533 (voice) or nelly.wogberg@peninsulacleanenergy.com (email).~~

~~If found feasible by staff, members of the public may be given the opportunity to activate their personal video during their public comments.~~

~~b. Summary of Rules for Public Participation~~

~~Every regular agenda has two different kinds of opportunities for the public to speak. The first is during General Public Comment. The second is during the public comment or public hearing portion of each agenda item.~~

~~Please note that Peninsula Clean Energy meetings are a limited public forum, and all public comment must relate to something that is within the subject matter jurisdiction of the Board. If comments do not relate to the subject matter jurisdiction of the Board, we will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the subject matter jurisdiction of the Board.~~

~~c. General Public Comment~~

~~This part of the meeting is provided so that the public can speak to any subject that is in the PCE jurisdiction, when there is no item listed on the agenda for that topic. State law does not permit the meeting body to act on or discuss an item raised at that meeting during General Public Comment. Board members shall not enter into debate with~~

speakers but may ask brief clarifying questions and may ask PCE staff to follow up on any concerns raised.

d. Public comment or public hearing portion of each agenda item

The Brown Act requires the opportunity for public comment on all listed agenda items, except ceremonial items, procedural items (Agenda Changes and Deletions) and brief announcements (Chair Report, CAC Report, CEO Report and Board Member Reports). Public comments or testimony must be related to the matter under consideration.

e. Time Limits

The presiding officer (usually the Chair or Vice Chair) may announce the time that each speaker may use. PCE generally allows 2 minutes per speaker, but a shorter time may be designated when there are many speakers, numerous items on the agenda, or items anticipated to be lengthy.

f. Gaining Permission to Speak

Any person who wants to make a spoken public comment on an item on the agenda can do so if they are attending either in person or virtually. Members of the public participating virtually should use the “raise hand” function in the online meeting platform, or if participating via phone, hit *9 to notify the Clerk that they wish to speak. The Clerk will provide the names of the speakers to the Chair or Vice Chair so that the speakers can be identified and organized in an orderly way when the Chair calls for public comment.

g. Public Decorum During Meetings

The presiding officer at PCE meetings (usually the Chair or Vice Chair) is authorized and required to “preserve strict order and decorum.” This is important in order to ensure a fair opportunity for everyone to participate in an open and civil setting.

i. No person, other than a Board or Committee member and the person having the floor, shall be permitted to speak without the permission of the presiding officer.

ii. All remarks should be addressed to the Board or Committee as a body and not to any individual member or staff person.

iii. It is unlawful for any person to: (1) Disrupt the conduct of a meeting; (2) Make threats against any person or against public order and security while in the Board Room.

Any Board or Committee Member may appeal the presiding officer’s decision on a decorum violation to the full Board or Committee. A meeting disruption may lead to a person being removed from the meeting and/or misdemeanor charges pursuant to the California Pe. See Cal. Penal Code Sections 403 and 422.

h. Record of Speakers

- ~~i. — Persons wishing to address the Board or Committee within the meeting room, shall use the microphone provided for the public. All public speakers, whether in person or virtual participants shall speak in a recordable tone, either personally or with assistance, if necessary.~~
- ~~ii. — Speakers are requested to state their name but cannot be compelled to do so as a condition of addressing the Board or Committee.~~

2. Standing Committees

It is the policy of the Board to use standing committees in open and public meetings to conduct PCE business in greater depth than what is possible in the time allotted for Board meetings. The standing committees of PCE are the : 1) Executive Committee and the, ~~2) Audit and Finance Committee, and 3) Community Advisory Committee.~~ All standing committees are subject to the Brown Act and are conducted in publicly noticed in-person meetings. PCE standing committees are described below and shall be subject to the following procedural rules:

Executive Committee:

As a Standing Board Committee, the role of the PCE Executive Committee is to consider and make recommendations on matters relating to significant policy or procedural matters that may require additional study or feedback before moving to the full Board, and any matters referred to it by the Board.

The Executive Committee will consist of up to nine members, two of whom will be the Chair and Vice-Chair and up to seven of whom will be separately elected by the Board to serve one-year terms. The Chair and Vice Chair of the Board shall also serve as the Chair and Vice Chair of the Executive Committee. ~~The Vice-Chair of the Board shall also serve as the Vice-Chair of the Executive Committee.~~ Members of the Executive Committee will not be subject to term limits.

~~With respect to the process and timing for nomination and election of the Executive Committee, {The Chair elected in February, after will, in consultation consulting with the Vice—Chair, will present a recommend slate of up to seven Executive Committee membersto the Board at its at the March Board meeting—a slate of up to seven Executive Committee members. The Board will be asked to cast a vote either for or againstto approve or reject the entire slate—at the March Board meeting.~~ In the event the Board does not approve the entire slate, ~~the any~~ Board members will nominate and vote on individual appointments to the Executive Committee at the same meeting. If there is an interim vacancy on the Executive Committee, the Board Chair and Vice Chair are authorized to fill that interim term.

Audit and Finance Committee:

As a Standing Board Committee, the role of the Board Audit and Finance Committee is to consider and make recommendations on matters referred to it by the Board relating to

PCE finance, budget, financial audits, and debt.

The Audit and Finance Committee will consist of up to five members elected by the Board to serve one-year terms. Members of the Audit and Finance Committee will not be subject to term limits.

~~With respect to the process and timing for nomination and election of the Audit and Finance Committee, t~~The Chair elected in February, ~~after will, in consultation~~ing with the Vice ~~Chair, will present a~~ recommend ~~slate of up to five Audit and Finance Committee members to the Board at its the~~ March ~~Board meeting a slate of up to five Audit and Finance Committee members.~~ The Board will ~~be asked to cast a vote either for or against~~to ~~approve or reject~~ the entire slate ~~at the March Board meeting.~~ In the event the Board does not approve the ~~entire~~ slate, ~~any~~ Board members ~~may will~~ nominate ~~and vote on~~ individual ~~members appointments~~ to the Audit and Finance ~~Committee~~Committee at the ~~same meeting,~~ or the Board may direct the Chair to return at the April Board meeting ~~with a new slate.~~ Annually, the Audit and Finance Committee will elect a Chair and Vice Chair ~~of the Audit and Finance Committee~~ at their first meeting following the election of the slate. If there is an interim vacancy on the Audit and Finance Committee, the Board Chair and Vice Chair are authorized to fill that ~~vacancy~~interim term ~~until the new slate is approved by the Board.~~

Community Advisory Committee:

~~The role of the Community Advisory Committee (CAC) is to advise on substantial public-facing program initiatives before they are presented to the Board of Directors for approval, as practical given timeliness, staff, and CAC capacity. CAC members also engage in outreach to the community and advocate for Peninsula Clean Energy's mission, goals, and programs; advise on high-level legislative and regulatory direction of the organization; provide a forum for community discussions on a wide variety of strategies in conjunction with staff and the Board; and form working groups, as recommended by the CAC membership, to assist Peninsula Clean Energy's staff and Board with projects of importance to the organization.~~

~~The Community Advisory Committee will consist of between 11 to 15 members drawn from the community and appointed by the PCE Board. Members might be affiliated with a community group but will not formally represent any particular group on the CAC. CAC members will serve three-year terms. Committee members may serve a total of three terms and serve at the pleasure of the Board.~~

~~Please see additional information regarding the Community Advisory Committee on PCE's website at: <https://www.peninsulacleanenergy.com/community-advisory-committee>.~~

General Standing Committee Requirements:

a. General purpose and function of Committees

The purpose and intent of standing committee meetings is to expedite Board action by providing more thorough and detailed discussion and study of prospective or current Board agenda items with a full and complete airing of all sentiments and expressions of opinion by both the committee and the public. Actions of the standing committee shall be advisory recommendations only, except as to matters expressly delegated to a committee by the Board. If a matter is taken forward to the full Board for approval after receiving a unanimous vote of approval at the committee level, the item may be placed on the Board's Consent Calendar, unless otherwise recommended by the Committee, Chair, General Counsel or Chief Executive Officer.

b. Quorum

A majority of the committee membership shall constitute a meeting quorum.

c. Attendance by Nonmembers

As required by the Brown Act, Board members who are not on a committee may attend the committee meeting but only as an observer; they may not speak in an official capacity or otherwise participate in the committee meeting. If the Board wishes to allow Board members who are not serving on the committee to speak, the meeting should be noticed as a meeting of the full Board, and all Board meeting procedural requirements will apply.

d. Minutes and Report of Committees

PCE staff, generally the Board Clerk, shall be responsible for the preparation and distribution to the Board of the minutes of the Executive and Audit and Finance committee meetings. In addition, a video recording of each meeting shall be posted on the PCE website. ~~in case a member of the public would like to watch the full meeting. The minutes of each committee meeting serve as the report to the Board and should be included, as appropriate, in subsequent Board meeting packets. The CAC Committee Chair, in consultation with PCE staff, shall provide a written or verbal report of CAC meeting content and any action items during the CAC Report segment at the next publicly noticed Board meeting.~~

e. Committee Agendas

The Chair of each standing committee shall work with staff to prepare the agenda for committee meetings. Items should be scheduled as they are ready, taking into account the time required for staff research and analysis to support committee discussions, the time-sensitivity of particular items, and other factors as determined by staff and the committee chair.

f. Public Participation at Committees

Please ~~see see Section 4~~ the policy attachment for complete details on public participation at Board and Committee meetings.

Please note that ~~Peninsula Clean Energy~~ PCE meetings are a limited public forum, and all public comment must relate to ~~something that~~ a matter that is on the agenda or within the subject matter jurisdiction of the Board and Agency. If comments do not relate to the agenda or subject matter jurisdiction of the Board and Agency, ~~we~~ the Chair will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the meeting agenda or subject matter jurisdiction of the Board and Agency.

g. Creation and Termination of New Standing Committees

A majority of The Board may vote to establish new standing committees as needed or to terminate ~~any standing committee by placement of the issue on a Board agenda.~~

3. **Board Ad Hoc Committees and Staff-Led Committees**

The Board of Directors may create Ad Hoc Committees on a limited basis and subject matter when necessary to study PCE business in greater depth than what is possible in the time allotted for Board and Standing Committee meetings. The following rules are intended to clarify the distinction between Standing Committees, Ad Hoc Board Committees, and Staff-Led Subcommittees to establish operating guidelines for such committees:

a. Definition of Ad Hoc Committee

An Ad Hoc Committee of the Board is a temporary advisory committee composed of less than a quorum of Board members or any Standing Committee. The work of an Ad Hoc Committee has a limited or single purpose. An Ad Hoc committee is not intended to be perpetual but rather dissolved once its specific task is completed. By contrast, a Standing Committee has ongoing subject matter jurisdiction over a variety of related topics.

b. Definition of a Staff-Led Committee

A PCE staff-led committee is an informal group focused on a particular PCE topic or function that includes less than a quorum of Board or other standing committee members. It is a non-Brown Act committee staffed by a member of PCE's executive leadership team

~~or PCE department head~~ that meets periodically and at staff's direction. Staff shall utilize group feedback and/or vet a particular department specific topic. A staff-led ~~sub~~committee does not set Agency or Board policy or direction.

c. Creation and Appointment

The Board Chair or the full Board may create an Ad Hoc Committee and appoint less than a quorum of the Board or any Standing Committee to serve. The Chair will publicly announce any Ad Hoc Committee created, its membership, and stated purpose. In contrast, only the Board and not the Chair alone can create an ongoing Standing Committee. Staff-led subcommittees are organized and led by PCE executive and/or director-level staff.

d. Brown Act

The procedural requirements of the Brown Act apply to all committees that have either: (a) continuing subject matter jurisdiction over a matter or group of related matters; or (b) a regular meeting schedule set by Board action. All Standing Committees are Brown Act bodies. Ad hoc committees are generally not Brown Act bodies, provided that: 1) they are temporary bodies, formed for the purpose of addressing a limited or single purpose, 2) include only members of Board, and 3) do not have a regular meeting schedule set by Board action. When the Board creates an Ad Hoc committee that is not a Brown Act body, the Board may, at its discretion, direct that the committee follow Brown Act procedures.

e. Members

Ad Hoc Committees shall consist of less than a quorum of the Board, and shall not include any other persons, including members of other legislative bodies. Staff-led subcommittees shall consist of less than a quorum of the Board and may include ~~others~~ participation from ~~the CAC or~~ outside the Board or organization as ~~may be~~ warranted.

f. Reporting

Ad Hoc Committees shall report their recommendations to the Board in the timeframe directed by the Board.

g. Termination of Ad Hoc Committee by Majority of the Board

A majority of the Board may vote to terminate any Ad Hoc Committee following placement of the issue on an agenda.

h. Conclusion

A public announcement shall be made any time the Ad Hoc Committee has concluded its work and/or upon dissolution.

4. ~~Emeritus Former Board Member Volunteer~~ Advisory List Group

Staff will maintain a list of interested former ~~Directors-Board Members~~ or ~~a~~Alternates of the PCE Board of Directors, who have retired from public office and may be called upon by staff to volunteer their expertise., ~~as the Emeritus Advisory Group. These group members will remain connected and engaged to PCE business through their review of publicly posted Agenda Packets and newsletters. These group members could be called upon by Staff to provide expertise on particular issues. /initiatives and to participate in subcommittee meetings on topics such as: outreach, legislative advocacy, technical assistance, teaching, review of staff work product, or any other means by which the Staff or the Community Advisory Committee can reasonably deploy their knowledge, enthusiasm and passion around clean energy advocacy and advancement of the mission of PCE.~~



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Approval of Minutes from the November 20, 2025 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the November 20, 2025 Board of Directors meeting.

ATTACHMENTS:

[11-20-2025 BOD Draft Minutes.docx](#)

**Regular Meeting of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Minutes**

Thursday, November 20, 2025
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 6:32 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby and in the Los Banos City Hall conference room A.

SWEARING IN OF NEW BOARD MEMBERS **YouTube**

Jennifer Stalzer, General Counsel, presided over the swearing-in ceremony for Board Alternates Sophie Cole, Hillsborough, Nirorn Than, Los Banos, and Jennifer Wise, Menlo Park.

ROLL CALL **YouTube**

Participating:

Jackie Speier, San Mateo County
Jasneet Sharma, San Mateo County
Tom McCune, Belmont
Donna Colson, Burlingame, *Chair*
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
Martha Barragan, East Palo Alto, arrived at 6:53 p.m.
Patrick Jonsson, Half Moon Bay
Sophie Cole, Hillsborough
Nirorn Than, Los Banos
Jennifer Wise, Menlo Park, participating remotely under AB 2449 “just cause” exemption
Anders Fung, Millbrae
Christine Boles, Pacifica
Rebecca Flynn, Portola Valley
Elmer Martinez Saballos, Redwood City, arrived at 6:46 p.m.
Marty Medina, San Bruno, *Vice Chair*
John Dugan, San Carlos
Adam Loraine, San Mateo
Hassan Aburish, Woodside

Absent:

Rick DeGolia, Atherton
Coleen Mackin, Brisbane
Stacy Jimenez, Foster City
James Coleman, South San Francisco

A quorum was established.

PUBLIC COMMENT **YouTube**

None

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS



Public Comment: None

MOTION: Vice Chair Medina moved, seconded by Director Fung to set the Agenda, and approve Agenda Item Numbers 1-6.

1. Approval of the Revisions to the Solar Billing Plan Effective January 1, 2026
2. Approval of EV Ready Technical Assistance Contract with Ecology
3. Approval of Schools Building Electrification (BE) Agreement with the Menlo Park School District
4. Approval of the Audited Financial Statements for Fiscal Year 2024-2025
5. Approval of the 2026 Board of Directors Regular Meeting Schedule
6. Approval of the Minutes for the October 23, 2025 Meeting

MOTION PASSED: 17-0 (Absent: Atherton, Brisbane, East Palo Alto, Foster City, Redwood City, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Speier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia				X
Belmont	Director McCune	X			
Brisbane	Director Mackin				X
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Barragan				X
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Cole	X			
Los Banos	Director Than	X			
Menlo Park	Director Wise	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X			
Redwood City	Director Martinez Saballos				X
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Aburish	X			
	Total	17			6

REGULAR AGENDA

7. [Chair Report \(Discussion\)](#) YouTube

Chair Colson reported that Mark Dinan has been appointed interim member of the Audit and Finance Committee and noted that the Committee Efficacy Ad Hoc Committee will meet once more in early December.

8. [CEO Report \(Discussion\)](#) YouTube

Shawn Marshall, Chief Executive Officer, gave an update including a reminder on the attendance policy, and updates on upcoming end of year plans, and upcoming meeting schedules.

9. [Community Advisory Committee Report \(Discussion\)](#) YouTube

Jason Mendelson, Community Advisory Committee (CAC) Chair, shared an update from the November 6, 2025 CAC meeting.

10. [Presentation by Ian Bain, Executive Director of Strategy and Communications, San Mateo County Office of Education \(Discussion\)](#) YouTube

Ian Bain, Executive Director of Strategy and Communications from the San Mateo County Office of Education gave a presentation on the sustainability work at the Office of Education. Julie Hilborn, Director, Environmental Literacy and Sustainability, answered questions from the Board.

Public Comment: None

11. [Approval of 2026-2030 Strategic Plan \(Action\)](#) YouTube

Shalini Swaroop, Chief Operating Officer, and Lester Rose-Olmstead from La Piana, presented the 2026-2030 Strategic Plan.

Public Comment: None

MOTION: Director Loraine moved, seconded by Director Speier to Approve the 2026-2030 Peninsula Clean Energy Strategic Plan.

MOTION PASSED: 19-0 (Absent: Atherton, Brisbane, Foster City, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Speier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia				X
Belmont	Director McCune	X			
Brisbane	Director Mackin				X
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			

East Palo Alto	Director Barragan	X			
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Cole	X			
Los Banos	Director Than	X			
Menlo Park	Director Wise	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Aburish	X			
	Total	19			4

12. [Approval of Match Funding for the Microgrid Incentive Program Grant Funding Opportunity \(Action\)](#) YouTube

Jana Kopyciok-Lande, Director of Innovation Strategy, gave a presentation for approval of match funding on the microgrid incentive program grant funding opportunity. Ross Fisher, Associate Program Manager, Distributed Energy Resources, answered questions for the Board.

Public Comment: Jason Mendelson, Tom Gomez

MOTION: Director Martinez Saballos moved, seconded by Director Barragan to Approve and contribute 60% of the forecasted project development costs in match funding for one of the Community Microgrid applications under California Public Utilities Commission's Microgrid Incentive Program (MIP) with a not-to-exceed budget of \$10 million.

MOTION PASSED: 19-0 (Absent: Atherton, Brisbane, Foster City, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Speier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia				X
Belmont	Director McCune	X			
Brisbane	Director Mackin				X
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Barragan	X			
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Cole	X			

Los Banos	Director Than	X			
Menlo Park	Director Wise	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Aburish	X			
	Total	19			4

14. [Approval of Three Contracts with Fuse Service Inc., Super Brothers Plumbing Heating & Air, & Villquin Air Services, Inc., in a Collective Amount Not-to-Exceed \\$18M, to Provide Residential Full-Service Electrification Services and Emergency Water Heater Replacement Services to Customers \(Action\)](#) YouTube

Phillip Kobernick, Associate Director of Energy Programs, gave a presentation on the approval of home upgrade service contracts with Super Brothers Plumbing, Heating & Air, Villquin Air Services, Inc., and Fuse Services Inc.

Public Comment: Tom Gomez

MOTION: Director Speier moved, seconded by Director McCune to Delegate authority to the Chief Executive Officer to execute a 3-year contract with Fuse Service Inc. to provide residential full-service electrification services and emergency water heater replacement services in an amount not to exceed \$7M, and two 3-year contracts with Super Brothers Plumbing Heating & Air, and Villquin Air Services, Inc. to provide residential full-service electrification services in an amount not to exceed \$5.5M each, for a total amount not to exceed \$18M across the three selected contractors.

MOTION PASSED: 19-0 (Absent: Atherton, Brisbane, Foster City, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Speier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia				X
Belmont	Director McCune	X			
Brisbane	Director Mackin				X
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Barragan	X			
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Cole	X			
Los Banos	Director Than	X			

Menlo Park	Director Wise	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X			
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Aburish	X			
Total		19			4

13. [Sunset the Community Advisory Committee \(CAC\) and Support Recommendation to Establish a Community Feedback Forum \(Action\)](#) YouTube

Chair Colson gave a presentation on the findings, including the recommendation to sunset the Community Advisory Committee and the recommendation to establish a Community Feedback Forum. Kirsten Andrews-Schwind, Associate Director of Energy Programs, answered questions from the Board.

Nelly Wogberg, Board Clerk, shared comments from Directors Ragsdale and Mackin who were unable to attend the meeting due to other commitments.

Public Comment: Jason Mendelson, Robert Whitehair, Mike Swire

MOTION: Director Fung moved, seconded by Director Daus-Magbaul to Sunset the CAC at the end of 2025 and continue the working groups as needed and support the recommendation for a new Community Feedback Forum (CFF), to convene a minimum of 6 meetings per year from the date of the first meeting, subject to staff review and evaluation of the need for any additional meetings, which may be scheduled without returning to the Board, and a plan to review the CFF format after a year.

AMENDMENT: To update the date of cessation effective December 1, 2025.

MOTION AS AMENDED: Director Fung moved, seconded by Director Daus-Magbaul to Sunset the CAC effective December 1, 2025 and continue the working groups as needed and support the recommendation for a new Community Feedback Forum(CFF), to convene a minimum of 6 meetings per year from the date of the first meeting, subject to staff review and evaluation of the need for any additional meetings, which may be scheduled without returning to the Board, and a plan to review the CFF format after a year.

MOTION AS AMENDED PASSED: 17-2 (Absent: Atherton, Brisbane, Foster City, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Speier		X		
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia				X
Belmont	Director McCune	X			
Brisbane	Director Mackin				X

Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Barragan	X			
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Cole	X			
Los Banos	Director Than	X			
Menlo Park	Director Wise	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X			
Redwood City	Director Martinez Saballos		X		
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman				X
Woodside	Director Aburish	X			
Total		17	2		4

15. Board Open Forum Regarding Constituent Feedback, Board Member Priorities, Questions and/or Suggestions by Directors (Discussion) (CONTINUED FROM OCTOBER 23, 2025 BOARD OF DIRECTORS MEETING)

CONTINUED TO A FUTURE BOARD OF DIRECTORS MEETING.

16. Board Members' Reports (Discussion)

None

ADJOURNMENT

Meeting was adjourned at 9:36 p.m.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 13, 2025
MEETING DATE: December 18, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Phillip Kobernick, Associate Director of Energy Programs

SUBJECT: Approval of Home Upgrade Program Self-Service Offering Loan and Rebate Expenditures in an amount not to exceed \$25M for Customer-Selected Contractors through June 30, 2027

RECOMMENDATION

Authorize spending of up to \$4M each for five specified customer-selected contractors and additional, future customer-selected contractors in the Home Upgrade program Self-Service offering for a total not-to-exceed amount of \$25M through June 30, 2027.

BACKGROUND

In May 2020, the Board approved an Existing Building Electrification plan for existing buildings covering appliance incentives, home upgrades for low-income households and innovation pilots. The program has gone through multiple phases including the addition of incentives (begun in 2021 and expanded in late 2022), first phase of income-qualified direct install (2021), addition of the Zero Percent Loan (2022), and second phase of direct-install and turnkey ("Full-Service Installation") services. Most recently in November 2025, the Board approved a re-configuration of Full-Service Installation services to improve service delivery which included contracts with three competitively-selected contractors (Fuse Service Inc., Super Brothers Plumbing Heating & Air, & Villquin Air Services) for a three-year total of not-to-exceed of \$18 million. The Home Upgrade Services Program currently provides three primary participation options for customers described below and summarized in the below table: Self-Service, Personalized Support, and Full-Service Installation. In the "Self-Service" option, customers choose their own contractors and equipment and may receive rebates and financing assistance in the form of loans that are repaid on the customer's bill. At the customer's direction, these rebates and loans are often paid directly to customer-selected contractors. Contractors are selected entirely at the discretion of the customer and in many cases, PCE is not aware of which contractor was utilized for a project until after the project has completed and the customer has filed for a rebate with PCE. Contractors chosen by customers in the "Self Service" option of the program are the subject of this Board request. The current incentive program offers up to \$3,500 in rebates for efficient electric heat pump water heaters and heat pump "2-way AC" HVAC systems, and up to \$10,000 through the Zero Percent Finance service. Over 4,400 customers have participated to date installing over 5,000 measures.

The table below provides a high-level overview of the Home Upgrade Services Program customer offerings.

Home Upgrade Services Program Overview

“Self Service”	Personalized Support	“Full Service” Installation (including Emergency Water Heater replacement)
- Customers choose their own contractors and equipment, manage their own projects - Rebates and 0% financing available - Customers apply for rebates post installation and/or pre-apply for financing with approved contractors	- Free guidance from PCE experts on project scoping, cost estimate reviews, etc. as well as rate optimization and post-installation support - Warranty coordination when required	- Installation and equipment selection led by PCE-selected contractors - Project managed by contractors with PCE oversight - Two customer segments: Low income (all work paid for by PCE), not low-income (fixed pricing to customer, rebates and financing available)

DISCUSSION

Since inception of the program over 100 total contractors have participated at various volumes. These contractors are independently selected by customers to complete installations of heat pump HVAC or heat pump water heaters. Certain contractors have specialized in these installations and have established robust business as the program has grown.

Five contractors (Fuse Service, Irbis HVAC, Nur HVAC, Techpro Builders, and Electric Air) have been utilized by a significant number of customers in the Self-Service option this fiscal year, already providing between approximately \$80,000 - \$215,000 each in combined rebates and/or loans provided by PCE since July 2025. The largest of these, Fuse, has completed 811 projects total, approximately 18% of the total number of projects completed in the program since its inception. Given current trends in customer utilization, PCE staff expect these contractors to likely exceed \$250,000 in PCE provided rebates and/or loans this fiscal year. Per Policy 14, expenditures in excess of \$250,000 require Board approval. To ensure timely payment to these customer-selected contractors and ensure flexibility for future growth in demand, staff are requesting up to \$2 million in spending authority for each of these five contractors for the remainder of fiscal year 2025-26 and an additional \$2 million in spending authority for fiscal year 2026-27, for a total of up to \$4M in spending authority per contractor. Actual payments by PCE will be in the form of rebates and/or loans in accordance with program terms and conditions and are subject to contractor selection by customers. Loan funds are repaid by customers to PCE through on-bill financing. This authorization is separate from the Full Service Installation contracts referenced above and previously approved by the Board, and, in the case of Fuse, authorizes additional expenditures.

By this Board's authorization, Staff is also seeking spending authority to pay customer-selected contractors not yet known to PCE. This spending authority will allow smooth ongoing operations and timely payments to contractors throughout PCE programs in which customers are selecting contractors for their projects. Staff will return to the Board in the future for approval of additional spending authority if any contractor is approaching \$4M in cumulative spending. Agreements entered into directly between PCE and PCE-selected contractors will remain unchanged and staff will seek Board approval when Agreements exceed \$250,000, per PCE policy.

FISCAL IMPACT

Funding for these incentives is included in the Board-approved Energy Programs budget.

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

APPROVAL OF HOME UPGRADE PROGRAM SELF-SERVICE OFFERING LOAN AND REBATE EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$25M FOR CUSTOMER-SELECTED CONTRACTORS THROUGH JUNE 30, 2027

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo and the City of Los Banos, State of California (“Peninsula Clean Energy” or “PCE”), that

WHEREAS, PCE was formed on February 29, 2016; and

WHEREAS, reducing greenhouse gasses to reduce the adverse public wellbeing and economic impacts of climate change is an organizational priority for PCE; and

WHEREAS, natural gas usage in buildings account for 30% of directly inventoried GHG emissions within the County; and

WHEREAS, PCE provides low-carbon electricity that can power appliances for all building needs; and

WHEREAS, facilitating the replacement of natural gas appliances with electric appliances in existing buildings to reduce greenhouse gasses is part of PCE’s program roadmap approved by the Board; and

WHEREAS, state and regional agencies are putting in place requirements to transition to clean electric appliances; and

WHEREAS, PCE has ongoing programs to provide incentives and financing for clean electric appliances; and

WHEREAS, customers select their own contractors in the Home Upgrade “Self- Serve” offering and receive rebates and/or loans from Peninsula Clean Energy for their home electrification projects that are either paid to the customer or the customer-selected contractor.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to authorize spending of up to \$4M each for five customer-selected contractors (Fuse Service, Irbis HVAC, Nur HVAC, Techpro Builders, and Electric Air) and other customer-selected contractors in the Home Upgrade program’s Self-Service Offering for a total not to exceed amount of \$25M through June 30, 2027.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Shawn Marshall, Chief Executive Officer

SUBJECT: CEO Report (Discussion)

BACKGROUND

During the Board meeting, CEO Shawn Marshall will provide an update on a variety of PCE topics and upcoming events of interest.

PCE In the Community

12/4	Belle Haven Home Upgrade Workshop - English and Spanish, Menlo Park
12/9	PCE Rebates Presentation, Foster City
12/9	Senior Coastsiders Focus Group, Half Moon Bay
1/20	YMCA All-Staff Presentation, South San Francisco
1/24	Youth Climate Ambassadors Mid-Point Retreat, San Mateo County
1/26	Belle Haven Home Upgrade Workshop in English and Spanish, Menlo Park

PCE Staffing Update

Welcome!

Paige Garcia, Residential Programs Manager, started December 2nd



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Stephanie Elmore, Call Center Manager
SUBJECT: Update on First Year Results of In-House Contact Center (Discussion)

DISCUSSION

Stephanie Elmore, Call Center Manager, will present an update on the first year of PCE's in-house contact center, highlighting performance results and key observations since launch.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 8, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Shelby Bush, Program Manager, Energy Efficiency; Jana Kopyciok-Lande, Director of Innovation Strategy

SUBJECT: Briefing on PCE's Energy Efficiency Application to the California Public Utilities Commission (Discussion)

RECOMMENDATION

No action recommended, discussion only.

BACKGROUND

Peninsula Clean Energy's mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions. In 2018, PCE initiated customer and community programs, which were developed within three major pillars: 1) Building decarbonization, 2) Transportation decarbonization and 3) Distributed Energy Resources (DERs).

In 2025, PCE created an Innovation Strategy (IS) department with one of its goals being the diversification of PCE revenues through public funding opportunities to support and expand customer programs. One of the core objectives in support of this goal is the preparation of an application for energy efficiency (EE) funding with the California Public Utilities Commission (CPUC). The CPUC oversees and funds a variety of energy programs that are geared toward incentivizing a reduction in energy use and installing clean DERs at customer sites. EE programs are some of the longest-standing CPUC-authorized programs in the state and have historically been funded through surcharges on the distribution side of customers' bills. This includes CCA customers.

EE programs are administered by the investor-owned utilities (IOUs), Regional Energy Networks (RENs) and community choice aggregators (CCAs). Under Public Utilities Code Section 381.1, CCAs have a statutory right to administer EE programs in California and to access public funds to do so. There are two pathways for CCAs participate: (1) the Elect-to-administer (ETA) pathway, and (2) the Apply-to-Administer (ATA) pathway. The ETA pathway is a simpler pathway for CCAs who choose to only offer a limited number of EE programs to its customers. PCE has been offering the FLEXmarket program under the ETA pathway since 2022. To grow its EE programs and further the decarbonization of existing buildings in its

service area, in 2024, PCE decided to pursue the ATA pathway in the next CPUC portfolio cycle. Under the ATA pathway, CCAs can offer a diverse portfolio of programs to both bundled and unbundled customers. The requested funding must be justified by the energy efficiency potential in the service area. PCE's decision to administer EE programs does not directly impact the budget of other EE program administrators in its service area, such as BayREN or Pacific Gas and Electric (PG&E). Each program administrator (PA) can propose a budget independently based on the EE potential and goals set by the State.

To administer CPUC EE programs under the ATA pathway, PCE must participate in an "Application Proceeding" with the CPUC which grants EE funding to program administrators every four years. To request funding for the next EE portfolio cycle that runs from 2028 to 2031, PCE must submit the initial Testimony and Application to the CPUC by February 16, 2026. Following that submission, PCE will then participate in a public review process through the end of 2027 before launching approved programs in early 2028. The following describes the proposed portfolio of EE programs that will be included in PCE's Application to the CPUC.

DISCUSSION

PCE is deepening its engagement in EE programming to broaden the reach of existing EE programs and accelerate the progress towards reaching California's ambitious decarbonization goals. SB 350 (2015) required the state to double energy efficiency savings by 2030. SB 32 (2016) has the goal of reducing the State's greenhouse gas (GHG) emissions to 40% below 1990 levels by 2030. AB 3232 (2018) established a specific GHG reduction goal for buildings (40% reduction by 2030). Finally, in 2022, Governor Newsom called for the deployment of 6 million heat pumps by 2030. California is making slow progress to reach these goals, and much remains to be done over the next 5 years. By broadening and deepening its EE engagement, PCE will do its part to support the State in reaching its ambitious climate goals.

To prevent duplication of effort and effectively complement existing EE programs in PCE's service area, PCE undertook a detailed market assessment and community outreach effort in the first quarter of 2025. The goal of this market assessment was to identify the reach and impact of existing EE programs and identify gaps and needs where PCE can most effectively engage to accelerate deployment of energy efficient technologies in our service area. The outreach and market assessment found that the core challenges for residential customers are upfront costs, complex program mechanisms and related administrative burdens, unstable incentives and the need for accessible information and multilingual support. Commercial customers expressed frustration with high administrative burdens and long approval timelines and the need for more technical assistance and longer planning horizons. Stakeholders also recommended developing more EE programming that is accessible to renters.

Based on the market assessment and stakeholder feedback, PCE developed 6 overarching portfolio strategies that reflect our EE vision over the portfolio cycle:

1. Prioritize **electrification** and low global warming potential (**low-GWP**) **measures**;
2. Focus on expansion into the **commercial sector**;
3. Maximize budget and programs for **equity** customers^[1];
4. Offer load shaping programs that **reduce peak demand**;
5. Develop **innovative program designs** that push the boundaries while meeting CPUC requirements;

6. Complement existing **PCE decarbonization programs**.

PCE is proposing six new programs that are expected to bring cost-effective EE to customers in its service area:

1. **Energy Management Coach:** The Energy Management Coach program is a coaching program for sophisticated energy users that utilizes dashboards, treasure hunts and other technical assistance measures to capture low-cost EE savings and assess electrification readiness. It is geared at larger commercial, industrial and agricultural customers, as well as multi-family properties. The forecasted budget over the 4-year portfolio cycle is \$7.6 million for the non-residential Energy Management Coach program and \$2.66 million for the multi-family Energy Management Coach program;
2. **FLEXmarket:** PCE plans on continuing its existing FLEXmarket program which uses a marketplace model to achieve energy efficiency savings. Under this program, service providers drive EE project development and they get paid for savings that are measured at the customer's meter. The forecasted budget over the 4-year portfolio cycle is \$5.7 million;
3. **Commercial Direct Installations:** The DI program provides low- to no-cost EE measures for small and medium businesses based on on-site energy and electrification readiness assessments. The program also provides technical assistance and will connect customers to other programs for deeper retrofit and funding opportunities. The forecasted budget over the 4-year portfolio cycle is \$3.42 million;
4. **Integrated Demand Side Management (IDSM):** The goal of the IDSM program is to integrate EE measures with other clean DERs that are located at a customer's site. PCE's IDSM program will focus on integration with battery energy storage systems (BESS) which are used to shift energy use out of peak hours. The forecasted budget over the 4-year portfolio cycle is \$3.8 million.
5. **Renters Marketplace:** The Renters Marketplace is an online shop hosted on PCE's website that allows residents and small businesses to buy clean energy equipment at a discount or for free. Equipment available on the Marketplace is geared towards renters, e.g., portable equipment that doesn't require landlord approval for installation such as smart thermostats, lighting controls, portable heat pump HVAC or water saving measures. The online shop will be paired with a Concierge service where customers can get product recommendations and technical assistance. The forecasted budget over the 4-year portfolio cycle is \$4.94 million;
6. **Residential Direct Installations:** The residential DI program provides low- to no-cost EE measures for hard-to-reach and underserved residential customers. The program will complement PCE's other decarbonization programs geared at equity customers such as the Home Upgrade Services (HUS) direct install program. The forecasted budget over the 4-year portfolio cycle is \$3 million.
7. **Refrigerant Contractor Training:** The program offers free instruction, training and guidance for small and independent HVAC contractors to learn about safe refrigerant recovery and recycling and to promote the use of low-GWP refrigerants. The forecasted budget over the 4-year portfolio cycle is \$2 million.

In summary, PCE is proposing a budget of \$36.3 million for the 2028 – 2031 EE portfolio cycle, the application for which will be submitted in February 2026.^[2] Staff will report back to the Board later in 2026 on the status of the application and any funding awards that result from it.

[1] Equity customers are defined broadly as those who are hard-to-reach or have been underserved by existing programs based on a variety of geographic, economic and socio-demographic criteria

[2] In addition to the program budgets outlined above, the total budget also includes additional portfolio support and evaluation, measurement and verification (EM&V) costs.

FISCAL IMPACT

All costs associated with administering the CPUC EE programs are covered by all PG&E ratepayers via surcharges on the delivery side of the utility bill. Hence, there is no negative fiscal impact on PCE and its customers by offering the programs. Conversely, PCE stands to take in over \$36 million in public funding to grow its energy efficiency and decarbonization programs.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: October 15, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Gwendolyn Rose, Director of Marketing & Community Relations

SUBJECT: Planning Discussion for Agency's 10-Year Anniversary (Discussion)

RECOMMENDATION

Discuss and provide input on ideas for celebrating the agency's 10-year anniversary and introducing its next chapter to the community.

BACKGROUND

As Peninsula Clean Energy enters its 10th anniversary year, we have an opportunity to reflect on the agency's accomplishments and imagine its next decade of impact. The rebranding effort and forthcoming anniversary celebration together represent a new chapter for PCE — one that builds on our trusted foundation while deepening our connection to customers and communities. During the September staff retreat, employees participated in a collaborative exercise exploring ways to bring this next chapter to life—through stories, community engagement, and a renewed sense of purpose. We will build on that work by engaging the Board in a brief creative activity focused on the vision and spirit of PCE's future brand and community presence. The discussion will focus on how we tell the agency's next chapter of its story—what actions, experiences, and messages will best embody all that we have accomplished and where we are headed in our future decades.

DISCUSSION

Building on the staff retreat exercise earlier this fall, this session will give Board members a chance to envision how the agency's next chapter can come to life — through the ways we show up in the community, how we tell our story, and celebrate our 10-year milestone. The conversation is designed to surface creative ideas and perspectives that will help shape how we introduce the refreshed brand and deepen public engagement starting in 2026.

Input will be collected in real time through Mentimeter, an online tool that allows participants to submit anonymous responses displayed on screen. Notes and the meeting recording may also be referenced afterward to capture additional qualitative insights from the discussion.

Prompts for discussion:

1. Let's imagine it's 2026...If a community member wrote a headline about PCE in 2026,

what adjectives would it include?

2. Let's imagine it's 2026...What's are some ways PCE could celebrate its 10-year milestone that truly brings people together?
3. When customers think of us five years from now, what do we want them to feel?

Staff will synthesize the responses after the retreat to identify common themes. These insights will help inform the planning for the agency's brand rollout, community partnerships, and anniversary initiatives in early 2026.

FISCAL IMPACT

The scope and costs various events, community activities, or campaigns that emerge from this planning will depend on the final rollout and anniversary strategy. Staff will return to the Board with a proposed plan and budget for consideration in January 2026.

STRATEGIC PLAN

STRATEGIC PLAN GOAL

Develop a strong brand reputation that drives participation in Peninsula Clean Energy's programs and ensures customer satisfaction and retention.

OBJECTIVES

1. Brand Reputation: Elevate Peninsula Clean Energy's brand reputation as a trusted leader in the community and the industry.
2. Engagement: Educate and engage stakeholders in order to gather input, inspire action, and drive program participation



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Shawn Marshall, Chief Executive Officer

SUBJECT: Board Open Forum Regarding Constituent Feedback, 2026 Board Member Priorities, Questions and/or Suggestions by Directors (Discussion)
(CONTINUED FROM OCTOBER 23, 2025 BOARD OF DIRECTORS MEETING)

BACKGROUND

This is an item continued from the October Board Retreat. During the Board meeting, we will engage the Board in a fun digital exercise and open dialogue centered on a few key questions that will help inform our priorities and planning for 2026.

1. What are you hearing from your constituents relative to PCE and about energy and sustainability more generally?
2. What are your priorities for this Board and Agency in the coming year?
3. What questions or suggestions do you have?



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: December 9, 2025
MEETING DATE: December 18, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Leslie Brown, Director of Account Services
SUBJECT: Account Services Quarterly Update

RECOMMENDATION

Informational report covering FY26 Q2 activities for the Account Service team

BACKGROUND

The purpose of the Account Services team is to provide customer billing support through direct customer interaction, as well as oversee the various processes related to the management of PCE's customer data. This includes relationships with our back-office data manager, Calpine Energy Solutions, and PG&E..

DISCUSSION

The following is a quarterly update from the Account Services team for the first quarter of FY26.

Chatbot Tool

In November, Account Services introduced a new AI Chatbot tool on our website. This tool was built to answer our most frequently asked questions we receive from customers. This launch bolsters our existing customer service offerings and provides a new and anonymous space for customers to ask their PCE-related questions, even during non-business hours.

Customer Opt-outs Trending Down (Update)

Over the course of the year staff have been tracking a trend of lower customer opt outs that is heading toward a four year low. Total opt outs from January through June (306) were the lowest total for the first six months of any year since PCE's launch, and through the end of August we're on pace for our lowest annual opt out total since 2021. Los Banos is also on track to have its lowest annual number of opt outs, with each month of 2025 setting a new record monthly low. This substantial shift can be attributed to the formation of our in-house contact center team last October, whose attention to detail has greatly elevated our customer experience and retention. We look forward to reporting the success of our in-house contact centers first year of operations in future reports.

Enrollment Statistics

Peninsula Clean Energy's participation rate is currently 97.5%

Customer Enrollment Rates

Town or Territory	Active Customer Count	Eligible Customer Count
ATHERTON INC	2,723	2,703
BELMONT INC	12,292	12,451
BRISBANE INC	2,502	2,532
BURLINGAME INC	16,883	17,121
COLMA INC	859	877
DALY CITY INC	33,221	34,284
EAST PALO ALTO INC	7,832	8,143
FOSTER CITY INC	14,520	14,744
HALF MOON BAY INC	4,974	5,075
HILLSBOROUGH INC	4,048	4,041
LOS BANOS INC	13,569	15,837
MENLO PARK INC	16,929	17,002
MILLBRAE INC	9,536	9,734
PACIFICA INC	15,099	15,465
PORTOLA VALLEY INC	1,642	1,697
REDWOOD CITY INC	35,410	35,953
SAN BRUNO INC	16,191	16,691
SAN CARLOS INC	14,597	14,674
SAN MATEO INC	44,547	45,307
SO SAN FRANCISCO INC	25,059	25,899

UNINC SAN MATEO CO	24,470	24,824
WOODSIDE INC	2,270	2,281

Customer Savings

Beginning in February 2025, Peninsula Clean Energy's lower rates provided electric generation cost savings of 10% compared to PG&E default generation service. Customers with a Power Charge Indifference Adjustment (PCIA) vintage of 2021 or 2022, which includes most of Los Banos customers, have enjoyed savings of 23%-25% in electric generation costs due to negative PCIA rates for those vintages. To date, customers have saved at least \$210M on the generation portion of their bills. The typical residential customer is saving about \$72 a year on their bills due to being our customer.

Collection Efforts

Since our last quarterly update pre-collections efforts have netted over \$14,000, which brings the overall total to just over \$45,000 collected since we began the campaign in July of 2024. Our collections push with Optio Solutions from terminated accounts has also been successful in 2025, resulting in over \$35,000 collected year to date. The latter half of the year was particularly substantial with \$23,000 collected since our last quarterly update. This brings us to \$80,000 collected overall since the start of 2024 and staff look to continue the momentum for collection efforts in 2026. The final batch of 2025 collection communications were sent out in early December and will resume in January 2026 following the holiday season. As a reminder, CARE and FERA customers remain in the pre-collections process and are not pursued for collection by Optio Solutions.

Budget Billing Program

New for 2026, the budget billing program will be a new offering to PCE customers, though it's not a new program entirely. The program has been available to PG&E customers but recent changes to the program's structure have allowed for CCA participation. This gives PCE customers the option to stabilize their monthly electricity bills and prevent the spikes that can occur during summer months. In essence, the budget billing program averages a customer's energy costs from the previous year to determine their new monthly payment amount. Each month, PCE & PG&E recalculate their payment using a rolling average of their energy costs from the past 12 months. This program does not reduce customer bills and is not a way for customers to save money, it simply offers a way for customers at risk of high summer bills to spread the costs of those spikes throughout the year. Staff are currently working with Calpine to build out the billing processes and are working internally to refine customer content. The program is expected to begin in February 2026 with the enrollment of PCE customers that are already enrolled in PG&E's budget billing program.

Contact Center Updates

As we close in on our first full year of in-house operations, the contact center has not only met expectations, but it has also exceeded them. The team continues to deliver measurable improvements in customer service, operational efficiency, and overall customer satisfaction. Since opening on December 10, 2024, through November 2025, our team has answered

5,679 calls and responded to over 5,000 emails. Bringing the contact center in-house has made a clear and measurable impact. We have reduced overall talk time while increasing the level of information and support customers receive. Our team is averaging 6 minutes and 20 seconds per call, outperforming Calpine's average talk time of 8 minutes and 22 seconds.

In addition, we have made significant progress in customer retention. From December 2024 through November 2025, our contact center representatives processed 194 opt-outs. This is a significant improvement compared to the 432 opt-outs handled by Calpine during the same period the previous year. Our Customer Success Advisors (CSAs) take the time to understand customer concerns, explain who Peninsula Clean Energy is, and highlight the benefits of staying enrolled often, turning a potential opt out into a positive and informed experience.

Earlier this year, the team was trained by Programs to become in-house Electric Vehicle Advisors, further expanding the support we provide. The CSAs offer clear, easy to understand guidance via phone and email, staying current on both PCE and federal EV rebates. To date, they have handled 147 EV-related calls, helping customers confidently navigate rebate options and next steps.

At the end of October, the CSAs officially took over processing E-Bike applications. Since transitioning this responsibility in-house, they have processed over 550 applications, marking a major achievement and further demonstrating the team's efficiency and adaptability.

Contact Center Stats for December 2024-November 2025

Contact Center Statistics

Total Calls Answered	Spanish Calls	Mandarin
5679	492	63
Opt Out Submitted	Retained	
194	269	
Emails		
5465		

Arrearage Management Program (AMP) Outreach

In October, we completed our final round of outreach for the Arrearage Management Program (AMP). AMP is a bill assistance program administered by PG&E in which CARE/FERA customers who owe more than \$500 on their PG&E bill can have a portion of their debt forgiven. Our October outreach via email and direct mail resulted in 19.6% of notified customers enrolling in the AMP program. Year-to-date, we have had 662 notified customers enroll in the program following our outreach to them.

Export Credit for Regenerative Braking

The new provisions to the Green Transit Tariff approved by the PCE Board of Directors are now in effect (as of October 1), making available compensation for regenerative braking from

trains.

This new provision represents a meaningful step forward for clean mobility on the Peninsula. By supporting Caltrain's transition from diesel to electric service and ensuring fair treatment of regenerative braking exports, the tariff helps reduce greenhouse-gas emissions, lowers overall system costs, and strengthens long-term investment in sustainable public transportation for the community.

ECO100 Notices - Lower Rates Coming January 1st

In November, approximately 6,200 customers received both physical and electronic notices about the upcoming ECO100 rate change. Approved by the Board in September, the ECO100 rate will decrease by \$0.005/kWh beginning January 1, 2026, from \$0.015/kWh to \$0.01/kWh. The average residential ECO100 customer will save about \$1.50 per month, and corporate customers have expressed appreciation for the anticipated bill relief.

ATTACHMENTS:

[Contact Center Statistics.docx](#)

[Customer Enrollment Rates.docx](#)

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PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 5, 2025
MEETING DATE: December 18, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Kim Le, Director of Data and Technology
SUBJECT: Data and Technology Department Quarterly Report

BACKGROUND

Data and Technology at Peninsula Clean Energy (PCE) is made up of two teams, each playing a crucial role in the organization's operations. The Data team is responsible for managing large volumes of data from various sources, such as customer load usage and energy market data, and ensuring accuracy and accessibility for analysis, reporting, and decision-making. The IT team oversees the management of PCE's software and hardware systems and ensures the smooth operation of PCE's technology infrastructure and platforms.

DISCUSSION

This report provides a high-level overview of the Data and IT team accomplishments from the past quarter, reflecting PCE's continued commitment to enhancing data management, strengthening technological infrastructure, and improving operational efficiency.

In the final quarter of the calendar year, both the Data and IT teams focused on strengthening the systems that staff rely on every day, improving data pipelines, simplifying processes, and preparing the organization for 2026. Much of this quarter's work centered on modernizing tools, enhancing reliability, and building clearer documentation and workflows so teams across PCE can work more efficiently.

DATA TEAM HIGHLIGHTS

The team updated and cleaned up several major data flows from PG&E and Calpine so that staff have more accurate and dependable information to work with. They modernized older dataset tables and retired outdated versions, helping ensure reports and dashboards pull from the most reliable data going forward. This quarter also saw a reduction in data transfers and required data cleanup.

The team enhanced dashboards like the Load Usage Tool and supported multiple departments with additional data pushes and pulls for planning and analysis. They also developed and tested automation to help read and compare energy bills more consistently,

laying the groundwork for faster and more accurate bill analysis. Early design work began on revamped dashboard tools, focused on improving clarity, accuracy, and long-term maintainability.

IT TEAM HIGHLIGHTS

The IT team completed deep maintenance across devices and core equipment so meetings, laptops, and connectivity remain reliable for staff. A major software audit was launched across all departments to understand what tools staff use, reduce duplications, and prepare for clearer software lifecycle management going into next year.

IT also strengthened security practices by upgrading our current feature set and looking into advanced security solutions. The team also focused on future planning, exploring new systems and performing hands-on testing to prepare for several major initiatives that will touch multiple departments next year. This forward-looking work strengthens our ability to support the organization as priorities evolve.

END OF YEAR REFLECTION

Across Q4, the Data and IT teams focused on practical, high-impact improvements that make everyday work smoother for staff and ensure our foundational systems remain strong. The year closed with cleaner data pipelines, safer systems, better documentation, and more reliable tools. With these improvements in place, PCE is better prepared for new initiatives, expanded analytics, and continued enhancements in 2026.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025
MEETING DATE: December 18, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kelly Lew-Quintal, Risk Manager

SUBJECT: Energy Supply Procurement Quarterly Update

BACKGROUND

In November 2024, the Board of Directors (Board) approved Policy Number 23 (Energy Risk Policy) which requires that a summary of all short-term energy procurement contracts (terms of less than five (5) years) be reported to the Board quarterly.

DISCUSSION

This memo summarizes all short-term energy procurement contracts executed by the Chief Executive Officer or the Senior Director of Power Resources since the Board meeting in September 2025.

Transaction Effective Month	Purpose	Counterparty	Term
July	Sale of Resource Adequacy	San Diego Community Power	3 months
August	PPA for Bundled Products, approved by the Risk Oversight Committee	Coram Energy LLC	60 Months
September	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
September	Buy of Hedge Energy	Mercuria Energy America, LLC	3 month
September	Buy of Hedge Energy	Mercuria Energy America, LLC	3 month
September	Buy of Hedge Energy	Constellation Energy Generation, LLC	3 month
September	Sale of PCC1 Energy	Calpine Energy Solutions, LLC	3 months
September	Sale of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
September	Sale of Resource Adequacy	CalPeak Power, LLC	14 days

September	Sale of Resource Adequacy	Calpine Energy Services, L.P.	1 month
October	Sale of PCC1 Energy	Ava Community Energy Authority	12 months
October	Sale of PCC1 Energy	3PR Trading, Inc.	2 months
October	Sale of Resource Adequacy	BP Energy Company	4 Months
October	Sale of Resource Adequacy	City of Vernon	2 Months
November	Buy of Import Allocation Rights	Pacific Gas and Electric Company	12 months
November	Sale of Resource Adequacy	Silicon Valley Clean Energy Authority	1 month
November	Sale of Resource Adequacy	City of Anaheim	1 month
November	Sale of Resource Adequacy	Clean Energy Alliance	3 months
December	Sale of Resource Adequacy	Valley Electric Association, Inc	1 month
December	Sale of Resource Adequacy	Ava Community Energy Authority	1 month

STRATEGIC PLAN

The above contracts were executed after the September 2025 Board meeting for transaction effective months of July 2025, August 2025, September 2025, October 2025, November 2025, and December 2025 to support the Power Resources Objective 2 for Procurement: Procure power resources to meet regulatory mandates and internal priorities at affordable cost.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: December 12, 2025
MEETING DATE: December 18, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Jeremy Waen, Senior Director of Regulatory Policy
SUBJECT: Regulatory Policy Team Quarterly Update

BACKGROUND

California Public Utilities Commission (CPUC)

Energy Resource Recovery Account (ERRA) Forecast

The Energy Resource Recovery Account (ERRA) forecast proceeding is the annual case where PG&E seeks approval for adjustments to its generation and Power Charge Indifference Adjustment (PCIA) rates. Both rates have material impacts on Community Choice Aggregation (CCA) rate setting processes. This proceeding started in May and aims to be concluded by December 31st. The proceeding remains on schedule with a Proposed Decision issued by the Commission on November 21, 2025. It is slated for an approval vote via consent during the Commission's final voting meeting on December 18, 2025.

Parties, including PCE under CalCCA's mantle, continue to debate key aspects of the case, including how the market value of Renewable Energy Credits (RECs) and Resource Adequacy (RA) provided by the PCIA resource portfolios should be defined. Depending upon how these values are defined, there could be significant implications for PCE's own revenue margins. Present outlook for 2026 rates would lead to significant reductions in PCE's potential revenue margins. A precise rate outlook will be provided to the Board once this ERRA case resolves and PG&E submits their supplemental Annual Electric True-Up (AET) advice letter on December 31, 2025.

Integrated Resource Planning (IRP)

The CPUC has issued a ruling seeking comment on proposals to order interim procurement for the years 2029-2032 of 1,500 MW system-wide per year to cover the period before the Renewable Clean Power Procurement Program (RCPPP) is implemented. Since independent analyses support this approximate need, this additional procurement order appears likely, despite potential negative impacts on the wider market. In the same ruling, the CPUC requested feedback on a transmission planning portfolio that would drive substantial new resource build because of potential large load expansion due to AI datacenter load growth.

The CPUC also studied a portfolio representing limited availability of wind resources both in-state and out-of-state. However, should the large load fail to materialize, the procurement and transmission needs would be substantially overstated by this approach.

PCE continues to advocate with Sonoma Clean Power (SCP) for a more flexible methodology for developing portfolios and transmission plans that are more robust to uncertainties, such as the future of wind or large load expansion. PCE also recommended that the CPUC study a “High Distributed Energy Resource” scenario in which greatly expanded DER deployment could reduce the need for both resource procurement and transmission spending, if only to assess what savings might be possible.

Resource Adequacy (RA)

The CPUC has issued a new Order Instituting Rulemaking on Resource Adequacy (RA) scoping consideration of Unforced Capacity (UCAP) methodologies for thermal and storage, PCE’s Load Obligation Trading proposal for Slice of Day implementation, and Long Duration Energy Storage accreditation methodologies, along with the routine evaluation of Planning Reserve Margins and Flex and Local requirements.

Cap-and-Invest Voluntary Renewable Energy (VRE) Program

PCE led a multi-CCA effort to advocate with the California Air Resources Board (CARB) for the renewal and expansion of CARB’s Voluntary Renewable Energy (VRE) Program. Under this program, Load Serving Entities that retire more Renewable Energy Credits (RECs) than required under the Renewable Portfolio Standard (RPS) can apply for free carbon allowances, proportionate to this “above and beyond” procurement. Carbon allowances are the accounting mechanism used by the Cap-and-Invest program to track statewide progress towards declining carbon emissions targets.

Without this program, the efforts of PCE and other LSEs to reduce electricity sector emissions may not reduce overall emissions once California’s carbon cap becomes binding (expected to occur sometime in the next five to ten years). Once the cap is lower than total statewide emissions, not retiring these allowances could mean that reductions in PCE’s own emissions would only free up allowances for other polluting industries to use to avoid their own decarbonization efforts.

The VRE Program was operational from 2010 through 2023, when the allocated pool of allowances was exhausted. Reauthorizing the VRE Program would allow PCE to pursue a rigorous approach of ensuring renewable energy procurement will reduce overall emissions in future years.

In a recent joint comment letter, PCE—on behalf of a coalition of ten CCAs representing roughly 18% of California’s retail electricity load—urged CARB to take two key actions

1. Reinstate the VRE Program with an initial allocation of 5.5 million allowances into the VRE Reserve.
2. Establish an automatic refill mechanism so that whenever the VRE Reserve is forecast to be depleted, CARB allocates additional allowances to ensure continuity of the program and long-term climate integrity.

Overall, renewing and stabilizing the VRE Program is strategically important for PCE’s ability

to demonstrate verifiable emissions reductions, maintain eligibility for voluntary certifications such as Green-e, and ensure that our customers' investments in renewable energy continue to have real statewide climate impact.

California Independent System Operator (CAISO)

The CAISO continues to implement stakeholder processes that are likely to have critical impacts on PCE's operations, particularly relating to our procurement objectives. Timely updates from these processes include:

1. **Resource Adequacy ("RA") Modeling and Program Design:** This stakeholder process has further developed proposals for default rules for the CAISO RA program. Several key topics are scoped to be taken up in coming months, including substitution, Unforced Capacity (UCAP) and potential new Maximum Import Capability (MIC) enhancements. PCE is leading a working group of 16 Load Serving Entities, developers, and the CPUC to develop robust proposals for MIC enhancements in this stakeholder process.

FISCAL IMPACT

None



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Report on California Community Power (CCP) Joint Powers Authority

ATTACHMENTS:

[CA Community Power Board Report - November 19, 2025.pdf](#)

California Community Power

901 H St, Ste 120 PMB 157, Sacramento, CA 95814 | cacommunitypower.org

TO: Board of Directors and Alternates **DATE:** 12/1/25
FROM: Alex Morris – General Manager
SUBJECT: **Report on Regular Board of Directors Meeting – November 19, 2025**

The California Community Power (CC Power) Board of Directors held a meeting on November 19, 2025, via Zoom. Details on the Board packet, presentation materials, and public comment letters can be found under the Meetings tab at the CC Power website: [Meetings and Agendas – ca community power](#)

Highlights of the meeting included the following:

- **Matters subsequent to posting the Agenda.** None.
- **Public Comment.**
 - CCA Workforce & Environmental Justice Alliance
- **Consent Agenda** - The Board approved the following items:
 - Minutes of the Regular Board Meeting held on August 20, 2025
 - Minutes of the In Person Strategic Planning Session held on October 21, 2025
 - 2024-2025 Year-End Financials (unaudited)
- **Regular Agenda Items:**
 - **Strategic Plan Refresh – Draft Strategic Priorities (Discussion Item):** The Board reviewed and discussed strategic priorities. Based on Board discussion, these priorities will be updated and may be adopted by the Board. Following any adoption of new strategic priorities, the strategic plan will be updated to reflect the updated priorities. The draft strategic priorities include:
 - Successfully administer existing power contracts
 - Procure and manage contracts for specific cases of wholesale power resources;
 - Assess and procure emerging, higher risk, and unusual technologies or projects; and
 - Lead member-CCA power asset ownership efforts.

Discussion focused on the scope of each priority.

- **Resolution 25-11-01 – Authorization for Purchase of Price Forecast and Valuation Tool for 2025-2026 CC Power Solicitation(s) (Voting Item)** – the Board unanimously authorized a purchase of data and software for use in the CC Power solicitation for clean energy projects, in an amount not-to-exceed \$150,000. The adopted 2025-2026 budget included funds for these purposes. All members are

A Joint Powers Agency whose members are:

Ava Community Energy | Central Coast Community Energy | CleanPowerSF | Peninsula Clean Energy |
Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power |
Valley Clean Energy

participating in the currently open CC Power solicitation, with bids due from developers on December 5, 2025. Bid-evaluation and short-listing efforts will use the price forecast data and valuation software in order to identify optimal project opportunities for members.

- **Resolution 25-11-02 – Non-project Working Capital Policy (Voting Item)** – the Board unanimously adopted a policy to define and cap the amount of working capital that CC Power should hold for General and Administrative or other “non-project” functions. The policy establishes a target for working capital that ensures CC Power’s administrative operations can occur during foreseeable business conditions. The policy does not consider the working capital needs for power projects because such projects have their own contractually based working capital or funding requirements and so are excluded from the policy. Based on the adopted policy, CC Power is on pace to achieve its working capital needs in the coming year(s) and is directed to accrue working capital prudently to reduce cost-impacts to members.
- **Update on Geothermal Strategic Origination Phase 2 (Discussion Item):** The Board was briefed on progress to date to secure additional geothermal project offtake opportunities. This effort began in Q2 2025 due to high member interest in geothermal projects coupled with the low number of geothermal projects being offered into competitive solicitations. “Phase 2” refers to the phase of CC Power’s process in which CC Power, on behalf of members, identifies and negotiates for viable opportunities for power procurement. This Phase 2 seeks to yield right-of-first refusals (ROFRs) or exclusivity opportunities on several geothermal projects, with a focus on projects and technologies that may be viable in California. The maturity of various geothermal technologies being considered and the timelines for development may require collaborative approaches that position members to access opportunities at reasonable costs. The Board provided feedback on the contractual methods being developed to establish these opportunities.
- **General Manager Report:**
 - The Tumbleweed Energy Storage contract is scheduled to start June 1, 2026. A ribbon-cutting will be scheduled. This project will be one of the first 8-hour lithium-ion batteries operating in California.
 - CC Power is posting to its website a final report regarding the cost savings available to members through ‘load-obligation trading’ amongst members’ portfolios for the purpose of Resource Adequacy (RA) compliance. The report uses actual portfolio information and shows that material cost-savings could be available to ratepayers if the CPUC changes some rules in Resource Adequacy.
 - Project Account balance Statements (PABS) were issued to members to show spending over the 2024-2025 fiscal year period as well as revenues held in project accounts. For 2025-2026, invoices will be issued for specific project accounts based on contract agreements and the amount of ‘carryover’ funds left from 2024-2025.
 - CC Power signed a contract for transmission and education services to support members.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Brianna Arroyo, Administrative Assistant

SUBJECT: Social Media FAQ's

ATTACHMENTS:

[PCE_ How to handle comments on Nextdoor.pdf](#)

[PCE_ Social media talking points.pdf](#)

How to handle comments on Nextdoor

What qualifies as an incendiary comment?

- The post contains aggressive or accusatory language.
- The post spreads misinformation about PCE's programs, services, or billing—or about clean energy.
- The post escalates negativity within the Nextdoor community, even if the original post is not negative.

How do I know if PCE should respond?

- ☐ Does the comment contain misinformation that could harm PCE's reputation?
- ☐ Is the comment receiving significant, negative attention (likes, replies, etc.)?
- ☐ Does responding to the post align with PCE's values and commitment to candor, transparency, and community support?
- ☐ Is someone asking a question related to PCE's billing or services?

It may be helpful to respond proactively, even if the original comment isn't particularly negative. This early intervention can help prevent misinformation and keep the community conversation on track.

I found an incendiary comment. What should I do next?

1. **Notify the Marketing team.**

Send an email with the subject line: "Nextdoor comment for review" with a direct link to the post and any necessary screenshots to the following PCE team members:

- Aleisha Juarez, ajuarez@peninsulacleanenergy.com
- Kerstin Grune (cc'd), kgrune@peninsulacleanenergy.com
- Gwen Rose (cc'd), grose@peninsulacleanenergy.com
- Kirsten Andrews-Schwind (cc'd), kandrews-schwind@peninsulacleanenergy.com
- Jayden Hanan (cc'd), jhanan@peninsulacleanenergy.com

2. **Be prepared to take action.**

Given Nextdoor's limited access, we may ask you to respond via your personal profile. If the Marketing team confirms that a response is necessary, we will provide you with the appropriate post copy.

Helpful reminders

- When you see a negative Nextdoor comment, be a calm observer and collect details for escalation.
- Do not engage with incendiary comments, unless the Marketing team provides you with post copy.
- Responses on behalf of PCE should always reflect the organization's values.
- Stay ahead of the negativity: Responding to questions early can help keep the tone positive and prevent the situation from escalating.

Social media FAQs

Here are some helpful tips for responding to frequently asked questions about Peninsula Clean Energy (PCE) on social media. Frame your response in a way that is accurate, concise, and friendly—all while staying true to PCE's mission and values. Feel free to adapt these prompts to your own voice, keeping it casual, personable, and polite.

Depending on the social media platform, your response could also encourage people to contact PCE Support for more information at info@peninsulacleanenergy.com or 1-866-966-0110.

What is Peninsula Clean Energy (PCE)? How is PCE different from PG&E?

PCE is your local, not-for-profit electricity provider. PCE provides the majority of the electricity supply—97% in fact—for San Mateo County and Los Banos.

PCE provides you with clean electricity, while PG&E delivers it to you through their wires. It's kind of like ordering takeout from your favorite restaurant (PCE) and having a food delivery service (PG&E) deliver it to your door.

Does PCE cost more than PG&E?

No! PCE's rates are competitive with or even lower than PG&E's, so you save money with PCE. You can compare PCE's and PG&E's rates here:

https://www.pge.com/assets/pge/docs/account/alternate-energy-providers/pce-sm_rateclasscomparison.pdf

Why was I automatically enrolled?

Your city or county voted to join PCE to bring cleaner, affordable energy to your community.

Can I opt out of PCE?

Yes, you can opt out. However, PCE's rates are typically lower than PG&E's, so opting out of PCE will make your electricity bill go up.

I opted out of PCE and my bill went down.

When you opted out of PCE, PG&E put you on a special temporary rate (TBCC) for six months. Recently, this rate has been lower than PCE's, which is probably why your bill went down. However, after six months, you'll be switched back to PG&E's regular rates, which are at least 5% higher than PCE's. So, even though it seems like you're saving money now, your bill will likely go up in the long term.

What clean energy options do I have?

You are automatically enrolled in ECOplus, which is 100% clean, 50% from renewable sources, and cheaper than PG&E. If you want to do even more good for the environment, you can upgrade to ECO100, which is 100% renewable energy for a small additional cost.

I have solar power. Why do I still have fees?

PCE only charges for the electricity you use beyond what your solar panels generate. If your panels produce less energy than your household needs, you'll see charges for the extra electricity you pulled from the grid. However, if your solar panels generate more energy than you use, PCE gives you a credit!

Why did my bill go up after switching to PCE?

Your bill increase is likely due to PG&E's delivery rates, not PCE. In fact, PCE has frozen rates multiple times to keep costs stable and put savings back in customers' pockets.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: December 12, 2025

MEETING DATE: December 18, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Acronym List

ATTACHMENTS:

[ACRONYMS - as of 02-01-2024.pdf](#)

COMMONLY USED ACRONYMS AND KEY TERMS

AB xx – Assembly Bill xx
ALJ – Administrative Law Judge
AMP - Arrears Management Plans
Apple Valley Choice Energy
AQM – Air Quality Management
Ava – Formally East Bay Community Energy
BAAQMD – Bay Area Air Quality Management District
BLPTA – Buyer Liability Pass Through Agreement
CAC – Citizens Advisory Committee
CAISO – California Independent System Operator
CalCCA – California Community Choice Association
CAM – Cost Allocation Mechanism
CAP – Climate Action Plan
CAPP – California Arrearage Payment Program
CARB – California Air Resources Board, or California ARB
CARE - California Alternative Rates for Energy Program
CBA – California Balancing Authority
3CE- Central Coast Community Energy (Formerly Monterey Bay Community Power-MBCP)
CCA – Community Choice Aggregation (aka Community Choice Programs (CCP) or
CCE – Community Choice Energy (CCE)
CCCFA – California Community Choice Financing Authority
CC Power – California Community Power
CEC – California Energy Commission
Clean Energy Alliance – CCA in
CPA – Clean Power Alliance
Clean Power SF
CPP - Critical Peak Pricing
CPSF – Clean Power San Francisco
CPUC – California Public Utility Commission (Regulator for state utilities) (Also PUC)
CSD – California Department of Community Services and Development
CSGT - Community Solar Green Tariff
Customer Centricity - culture, framework and business strategy based on providing a positive customer experience and building long-term relationships
DA – Direct Access
DAC-GT - Disadvantaged Communities Green Tariff
DER – Distributed Energy Resources
Desert Community Energy
DG – Distributed Generation
DOE – Department of Energy
DR – Demand Response
DRP – Demand Response Provider
DRP/IDER – Distribution Resources Planning / Integrated Distributed Energy Resources
EBCE – East Bay Community Energy now known as Ava Community Energy
ECOplus – PCE’s default electricity product, 50% renewable and 50% carbon-free (in 2021)
ECO100 – PCE’s 100% renewable energy product

EDR – Economic Development Rate
 EE – Energy Efficiency
 EEI – Edison Electric Institute; Standard contract to procure energy & RA
 EIR – Environmental Impact Report
 ELCC – Effective Load Carrying Capability
 EPIC – Energy for Palmdale’s independent Choice
 ESP – Electric Service Provider
 ESS – Energy Storage Systems
 ESSA – Energy Storage Services Agreement
 ERRA – Energy Resource Recovery Account
 EV – Electric Vehicle
 EVSE – Electric Vehicle Supply Equipment (Charging Station)
 FERA- Family Electric Rate Assistance Program
 FERC – Federal Energy Regulatory Commission
 FFS – Franchise Fee Surcharge
 GHG – Greenhouse gas
 GHG-Free – Greenhouse gas free
 GTSR – Green Tariff Shared Renewables
 GWh – Gigawatt Hours (Energy) = 1000 MWh
 Heavy Duty Vehicle – large vehicles such as busses and long-haul trucks
 HPWH – Heat Pump Water Heater
 HP HVAC – Heat Pump Heating, Ventilation, and Air Conditioning
 HR xx – House of Representatives Bill xx
 IDER – Integrated Distributed Energy Resources
 IGFC – Income Graduated Fixed Charge
 IOU – Investor-Owned Utility (e.g. PG&E, SCE, SDG&E)
 IJJA – Infrastructure Investment and Jobs Act
 IRA – Inflation Reduction Act
 IRP – Integrated Resource Plan
 IVR – Interactive Voice Response
 ITC – Investment Tax Credit (it’s a solar tax credit)
 JCC – Joint Cost Comparison
 JPA – Joint Powers Authority
 JRC – Joint Rate Comparison
 JRM – Joint Rate Mailer
 kW – kilowatt (Power)
 kWh – Kilowatt-hour (Energy)
 Lancaster Energy
 Light Duty Vehicle - passenger vehicles such as cars and small pickup trucks
 LDS – Long Duration Storage
 LDES – Long Duration Energy Storage
 LIHEAP- Low Income Home Energy Assistance Program
 Load Shaping – changing when grid energy is used
 LSE – Load Serving Entity
 MCE – Marin Clean Energy
 Methane Gas - formerly known as ‘natural gas’
 Microgrid – building or community energy system
 Mid Duty Vehicle – vehicles such as passenger vans
 MW – Megawatt (Power) = 1000 kW
 MWh – Megawatt-hour (Energy) = 1000 kWh

MTR – Mid-Term Reliability
 MUD – Multi-unit Dwelling
 NBCs – non-bypassable charges
 NBT – Net Billing Tariff
 NEM – Net Energy Metering
 NERC – North American Electric Reliability Corporation
 NDA – Non-Disclosure Agreement
 NG – Natural Gas
 OBF – On-bill Financing
 OBR – On-bill Repayment
 OCPA – Orange County Power Authority
 OES – Office of Emergency Services
 OIR – Order Instituting Rulemaking
 PACE – Property Assessed Clean Energy
 PCC – Portfolio Content Category (aka “buckets”) – categories for RPS compliance
 PCC1 – Portfolio Content Category 1 REC (also called bucket 1 REC)
 PCC2 – Portfolio Content Category 2 REC (also called bucket 2 REC)
 PCC3 – Portfolio Content Category 3 REC (also called bucket 3 REC or unbundled REC)
 PCEA – Peninsula Clean Energy Authority
 PCIA – Power Charge Indifference Adjustment
 PCL – Power Content Label
 Pioneer Community Energy
 PLA – Project Labor Agreement
 POU – Publicly Owned Utility
 Pomona Choice Energy
 PPA – Power Purchase Agreement
 PPSA – Project Participation Share Agreement (CC Power)
 PRIME – Pico Rivera innovative Municipal Energy
 PSPS – Public Safety Power Shutoff
 PV – Photovoltaics (solar panels)
 Rancho Mirage Energy Authority
 RA – Resource Adequacy
 RE – Renewable Energy
 REC – Renewable Energy Credit/Certificate
 Redwood Coast Energy Authority
 RICAPS - Regionally Integrated Climate Action Planning Suite
 RPS – California Renewable Portfolio Standard
 S xx – US Senate Bill xx
 SB xx – CA Senate Bill xx
 Santa Barbara Clean Energy
 SBP – Solar Billing Plan
 SCP – Sonoma Clean Power
 SDCP – San Diego Community Power
 SJCE – San Jose Clean Energy
 San Jacinto Power
 SJVAPCD - San Joaquin Valley Air Pollution Control District
 SMD – Share My Data, interval meter data
 SQMD – Settlement Quality Meter Data
 SVCE – Silicon Valley Clean Energy
 TOB – Tariff on Bill

TOU Rates – Time of Use Rates

Valley Clean Energy

VGI – Vehicle-Grid Integration

V2G – Vehicle-to-Grid

VPP – Virtual Power Plant

WECC – Western Energy Coordinating Council

WREGIS – Western Renewable Energy Generation Information System

WSPP – Western Systems Power Pool; standard contract to procure energy and RA

WWGPI - West-Wide Governance Pathways Initiative