

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

**Thursday, April 23, 2026  
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.**

**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 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, Jennifer Stalzer, with questions or accommodation information ([jstalzer@peninsulacleanenergy.com](mailto:jstalzer@peninsulacleanenergy.com)). 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/j/87496649657>). 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](mailto: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](mailto: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**

### **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 an Amendment to the Agreement with Optony for the GovEV Program Increasing the Not-to-Exceed Amount by \$200,000 to a Total of \$1,000,000 and Extending the Term by Two Years Through December 31, 2028
2. Approval of an EV Ready Program Fund Reservation Agreement with Green Water and Power in an Amount Not-to-Exceed \$347,000 in Customer Incentives for EV Charging Infrastructure
3. Review and Approval of First Amendment to the Existing Technical Assistance and Reporting Compliance Support Agreement with The Energy Coalition (TEC) Adding \$250,764 for a new Not-to-Exceed Amount of \$500,000 and Extending the Term Through June 30, 2028
4. Approve Renewal of Peninsula Clean Energy's Insurance Package Coverage for the Period of May 1, 2026 Through May 1, 2027 in an Amount Not-to-Exceed \$301,539
5. Approval of Minutes from the February 26, 2026 Board of Directors Meeting

### **REGULAR AGENDA**

6. Chair Report (Discussion)
7. CEO Report (Discussion)
8. Approve the Recommended Direction as Presented by Staff for the WestLight Energy Visual Identity, Tagline, and Brand Expression Elements (Action)

9. [Review and Approval of an Agreement with the Association for Energy Affordability for the Equitable Building Decarbonization Program for a Total Not-to-Exceed Amount of \\$2,412,000, Inclusive of \\$1,440,000 to Serve Single-Family Homes and \\$972,000 to Serve Multi-Family Homes \(Action\)](#)
10. Board Members' Reports (Discussion)

### **INFORMATIONAL REPORTS**

11. [Community Energy Programs Quarterly Report](#)
12. [Marketing, Outreach Activities, and Media Relations Quarterly Report](#)
13. [April 2026 Legislative Policy Update](#)
14. [Social Media FAQ's](#)
15. [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
- If possible, utilize headphones or ear buds to minimize audio feedback
- 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

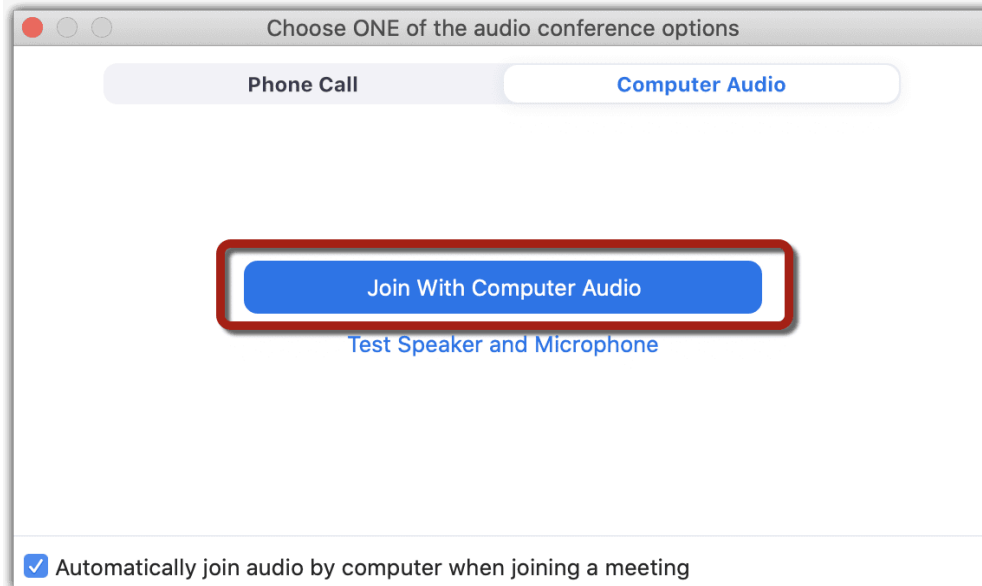
### Videoconference Options:

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- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/87496649657>
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- 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.

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- 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.

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Meeting ID 827 7284 3517

Participant ID

Passcode 2075

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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.

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- 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:** April 9, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Phillip Kobernick, Associate Director of Programs

**SUBJECT:** Approval of an Amendment to the Agreement with Optony for the GovEV Program Increasing the Not-to-Exceed Amount by \$200,000 to a Total of \$1,000,000 and Extending the Term by Two Years Through December 31, 2028

**RECOMMENDATION**

Delegate authority to the CEO to sign a contract amendment with Optony increasing the not-to-exceed amount by \$200,000 for a total of \$1,000,000 and extending the term by two years for an updated term of six years through December 31, 2028.

**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. In September 2018, the Board approved PCE's Program Roadmap, which identified a range of programs for 2019 and beyond. These included transportation electrification measures, such as new and used vehicle purchase incentives, a multi-year electric vehicle (EV) infrastructure program, government fleets, e-bikes, and shared mobility.

Transportation emissions remain a significant challenge to deep decarbonization in San Mateo County, accounting for roughly half of direct emissions within the County. Approximately 40% of transportation emissions are from local commercial, rental, and government fleets that range from light-duty passenger vehicles to heavy-duty trucks.

In November 2020, the Peninsula Clean Energy Board of Directors approved a proposal to develop a Local Government Fleets Program (later called the "GovEV") to include technical assistance for public fleets, incentives, and a vehicle-to-building bi-directional charging demonstration project. In August 2022, the Board of Directors approved a contract with Optony to provide technical assistance for municipal fleets as part of the GovEV program.

The GovEV program is designed to accelerate public agency fleet transition to EVs through actionable technical assistance and incentives. The technical assistance in the GovEV program is providing public fleet managers with the tools to prepare for a fleet-wide transition to electric vehicles and construction design assistance to plan and execute a project to install

EV charging stations at fleet facilities. This assistance is particularly valuable to public agencies as the California Air Resources Board's Advanced Clean Fleets Regulations are now in effect. Most public fleets (with some exceptions) are required to procure 50% EVs for new qualifying vehicles purchases, and in 2027, the requirement increases to 100%.

This program is envisioned as a limited term program to run until most interested member agencies have developed fleet electrification plans. Thus, it is likely that the program will be brought to a close at the conclusion of this contract term.

The full technical assistance package available to public fleet managers is outlined below:

1. **Fleet Replacement Plan and Charging Needs Assessment** . An analysis of the fleet and vehicle uses and replacement plan that identifies EV alternatives, their total cost of ownership, and cost benefit through electrification. The Charging Needs Assessment estimates the types and quantities of chargers needed to fuel the EV fleet, by each fleet location.
2. **Construction Engineering**. Project engineering and stamped electrical designs for the installation of EV charging stations in support of the fleet.
3. **Funding Plan**. A memo that outlines relevant rebate and funding opportunities appropriate for the fleet.
4. **Charge Optimization Plan**. An analysis of unmanaged and managed charging costs to provide the fleet manager a complete understanding of EV fleet operating costs.

Public fleets also have the option to utilize an energy management system, offered through a partnership with The Mobility House, to minimize ongoing costs. Peninsula Clean Energy is covering the upfront costs and a year of subscription costs in this system for enrolled fleets.

## **DISCUSSION**

The GovEV program was originally intended to assist 6-9 public fleets over three years. However, due to demand from local public agencies, the Technical Assistance contract with Optony was amended in April 2025 to allow for the inclusion of additional local government participation.

The newly proposed amendment will further expand the program to allow for 4 additional fleets to enroll in the program and support existing projects for an additional two years.

16 local government fleets have received or are currently receiving technical assistance from the GovEV program, summarized below. Vehicle procurements have begun in some cases.

| <b>Fleet</b>                    | <b>Status</b>              | <b>Notes</b>                                                                |
|---------------------------------|----------------------------|-----------------------------------------------------------------------------|
| Coastside County Water District | Tech. Assistance completed | Not installing chargers at this time                                        |
| East Palo Alto                  | Tech. Assistance completed | 4 chargers installed at Building Services Division with PCE assistance      |
| Millbrae                        | Tech. Assistance completed | 25 chargers installed at Corporation Yard and City Hall with PCE assistance |
| San Carlos                      | Tech. Assistance completed | 5 chargers installed at Corporation Yard with PCE assistance                |

|                                             |                            |                                                                                    |
|---------------------------------------------|----------------------------|------------------------------------------------------------------------------------|
| San Mateo County Community College District | Tech. Assistance completed | Using existing chargers for now                                                    |
| Brisbane                                    | Designs completed          | 6 chargers to be installed at Corp. Yard                                           |
| Burlingame                                  | Designs completed          | 9 chargers to be installed at Corporation Yard; RFP closed in February             |
| City of San Mateo                           | Designs completed          | 12 chargers to be installed at City Hall                                           |
| Daly City                                   | Designs completed          | Approx. 40 chargers to be installed at multiple Corp. Yard and City Hall locations |
| San Bruno                                   | Designs completed          | 18 EV chargers at Corp. Yard; RFP closed in March                                  |
| Menlo Park                                  | Designs completed          | Approx. 25 EV chargers at Corp. Yard and City Hall                                 |
| Foster City                                 | Designs in progress        | Approx. 20 EV chargers at Corp. Yard                                               |
| Caltrain (Non-Revenue Fleet)                | Designs in progress        | TBD chargers at Menlo Park Maintenance Yard                                        |
| Half Moon Bay                               | Designs in progress        | 4 chargers at Corp. Yard                                                           |
| Cabrillo USD                                | Withdrew                   |                                                                                    |
| South San Francisco                         | Withdrew                   |                                                                                    |

### **FISCAL IMPACT**

The contract amendment of \$200,000 brings the Optony contract up to \$1,000,000 over six years for the GovEV program, as approved in the Programs budget.

### **ATTACHMENTS:**

[2026.04.23 GovEV Optony Amendment 3.docx](#)

**RESOLUTION NO. \_\_\_\_\_**

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

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**APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH OPTONY FOR THE GOVEV PROGRAM INCREASING THE NOT-TO-EXCEED AMOUNT BY \$200,000 TO A TOTAL OF \$1,000,000 AND EXTENDING THE TERM BY TWO YEARS THROUGH DECEMBER 31, 2028**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo and the City of Los Banos, State of California, that

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

**WHEREAS**, Peninsula Clean Energy has as a strategic objective supporting the decarbonization of San Mateo County; and

**WHEREAS**, local government fleets are a source of greenhouse gasses and significant source of exposure to vehicles; and

**WHEREAS**, local governments have an interest in electrifying their fleets to implement climate action plan measures; and

**WHEREAS**, local governments face significant challenges purchasing electric vehicles and implementing associated charging systems; and

**WHEREAS**, electrifying all powered modes of transportation to reduce greenhouse gasses is part of PCE's program roadmap as approved by this Board; and

**WHEREAS**, in November 2020, the Peninsula Clean Energy Board approved a Local Government Fleet Program, later named the "GovEV" program, to provide incentives and technical assistance to local public fleets; and

**WHEREAS**, in August 2022, the Peninsula Clean Energy Board originally awarded a contract to Optony in the amount of \$390,000, to assist in implementation of the GovEV Program; and

**WHEREAS**, the Technical Assistance agreement with Optony was amended in April 2025 to allow for the inclusion of additional local government participation; and

**WHEREAS**, the proposed amendment with Optony will further expand the program to allow for 4 additional fleets to enroll in the program and support existing projects for an additional two years.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer, in a form approved by the General Counsel, to finalize and execute an amendment to the agreement with Optony extending the term by two years through December 31, 2028 and increasing the not to exceed amount by \$200,000 for a total of \$1,000,000.

## **AMENDMENT NO. 3 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AUTHORITY AND OPTONY**

THIS AMENDMENT TO THE AGREEMENT, entered into this 24<sup>th</sup> day of April, 2026 by and between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority, hereinafter called "PCE," and Optony hereinafter called "Contractor";

### **W I T N E S S E T H:**

WHEREAS, the parties entered into an Agreement on August 26, 2022, for the purpose of Contractor's Public Fleet electrification technical assistance and energy management ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$200,000 to an amount not to exceed \$1,000,000.

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

- 1. The text of "Section 4 Term" shall be replaced in its entirety with the following:**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2022 through December 31, 2028.

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

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 one million (\$1,000,000) dollars. 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.

- 3. The text of "Exhibit B (revised April 1, 2025)" shall be replaced in its entirety with the attached "Exhibit B (revised April 1, 2026)."**
- 4. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**
- 5. This Amendment No. 3 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 E. Marshall, CEO

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

## **Exhibit B**

Revised April 1, 2026

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

1. Payments will not exceed the contract total of \$1,000,000, further outlined below.
  - a. Project Deliverables Budget: \$685,750
  - b. Project Administration: \$100,000
  - c. The Mobility House Energy Services: \$130,000
  - d. Contingency: \$84,250
  - e. Total not to exceed: \$1,000,000
2. Contractor will invoice Peninsula Clean Energy on a monthly basis according to the fixed fees on a milestone (or percentage completed of each milestone) basis in the Project Deliverables Budget Summary table below.
3. Contractor will invoice Peninsula Clean Energy for Administrative expenses, not to exceed \$100,000, on a monthly basis, based on the rates below.
4. Payment terms shall on a net-30 basis.

### **Project Deliverables Budget Summary:**

| Fleet Size (Vehicles)     | Fleet Replacement Plan & Energy Needs Assessment | Charging Infrastructure Plan | Site Designs | Charging Schedule and Optimization Plan | Total                                    |
|---------------------------|--------------------------------------------------|------------------------------|--------------|-----------------------------------------|------------------------------------------|
| Small: 1-199              | \$10,000                                         | \$8,000                      | \$7,750      | \$6,000                                 | \$31,750 per fleet                       |
| Medium: 200-400           | \$14,000                                         | \$10,000                     | \$10,000     | \$6,000                                 | \$40,000 per fleet                       |
| Total Deliverables Budget |                                                  |                              |              |                                         | \$685,750 for approximately 16-20 fleets |

### **Hourly Administrative Budget Summary:**

| Company | Position  |          |                 |          |                            |
|---------|-----------|----------|-----------------|----------|----------------------------|
|         | Principal | Director | Senior Engineer | Engineer | Analyst or Project Manager |
| Optony  | \$360     | \$265    | \$250           | \$225    | \$205                      |



**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** April 10, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Melanie Jasper, Associate Program Manager, Transportation

**SUBJECT:** Approval of an EV Ready Program Fund Reservation Agreement with Green Water and Power in an Amount Not-to-Exceed \$347,000 in Customer Incentives for EV Charging Infrastructure

**RECOMMENDATION**

Delegation of authority to the CEO to execute an EV Ready Fund Reservation Agreement with Green Water and Power in an amount not to exceed \$347,000 in total customer incentives to install EV charging infrastructure.

**BACKGROUND**

In December 2018, the Board approved PCE's EV charging infrastructure program intended to accelerate EV adoption in San Mateo County. The program, later named the "EV Ready Program," provides incentives and no-cost technical assistance to eligible property types, which include: 1) Affordable Housing, 2) Multi-Unit Dwellings (such as apartments and condominiums), 3) Employee Charging, including fleet, and 4) All Publicly Accessible, Non-Residential Locations. The program provides incentives for several different EV charging types, as part of the programs "right-sizing" strategy to install cost-effective charging options, depending on the use case. These incentivized charging options include: 1) Level 1 or Level 2 outlets, 2) Level 2 EV charging stations, 3) Make-Ready parking spaces, to encourage future-proofing, and 4) panel updates for multi-family property sites. These incentives range from \$1,000 to \$5,000 per charger, depending on property type, retrofit vs new build projects, and charging type.

Customers apply for EV Ready incentives online. Applications are reviewed and approved by Peninsula Clean Energy staff. Once approved, a Fund Reservation Agreement, which outlines the EV Ready Program standards and requirements, is executed using digital signatures by the customer and the Peninsula Clean Energy CEO or, if under \$250,000, the COO. Fund Reservation Agreements are presented to the Board of Directors prior to execution by the Peninsula Clean Energy CEO when cumulative spending exceeds \$250,000 in a fiscal year for any one customer.

Peninsula Clean Energy EV Ready program guidelines allow project developers to act as a

Designated Applicant and manage the incentive process on behalf of property owners who are installing chargers with our program.

Green Water and Power serves as a project developer and has been a program partner since 2023. Green Water and Power is responsible for installing over 220 charging ports across PCE service territory to date. The Discussion section below provides further detail on the requested approval by the Board for an EV Ready Fund Reservation Agreement with Green Water and Power.

## **DISCUSSION**

Peninsula Clean Energy received an EV Ready application from a contractor, Green Water and Power, which will exceed \$250,000 in cumulative value for FY26 and is presented to the Board of Directors for approval.

Details of the Fund Reservation Agreement are included below. This incentive application is being submitted for a project at a large rental apartment property in Menlo Park.

Fund Reservation Agreement Received in FY 26 by Green Water and Power:

| <b>Project</b>                                      | <b>Total Requested Funds</b> | <b>Charging Ports</b> |
|-----------------------------------------------------|------------------------------|-----------------------|
| Green Water and Power -<br>3639 Haven Avenue Bldg A | \$347,000                    | 126                   |

Following approval by the Board of Directors, this project's Fund Reservation Agreement will be executed by the Peninsula Clean Energy CEO and the customers will proceed to install their EV charging infrastructure and file for reimbursement from Peninsula Clean Energy upon completion in the future, subject to the EV Ready Programs Standards and Requirements.

## **FISCAL IMPACT**

Funding for this project is included in the Board-approved EV Ready Program for fiscal year 25-26.

## **ATTACHMENTS:**

[2026.04.23 BOD - EVRP\\_FundReservationAgmt\\_GWP.docx](#)

**RESOLUTION NO. \_\_\_\_\_**

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

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**APPROVAL OF AN EV READY PROGRAM FUND RESERVATION AGREEMENT WITH GREEN WATER AND POWER IN AN AMOUNT NOT-TO-EXCEED \$347,000 IN CUSTOMER INCENTIVES FOR EV CHARGING INFRASTRUCTURE**

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**RESOLVED**, by the Peninsula Clean Energy Authority of the County of San Mateo and the City of Los Banos, State of California, that

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

**WHEREAS**, expanding access to charging in increases adoption of electric vehicles to reduce greenhouse gasses is part of Peninsula Clean Energy's program roadmap approved by the Board; and

**WHEREAS**, in December 2018, the Peninsula Clean Energy Board of Directors approved the EV charging infrastructure program, which came to be called the "EV Ready" program; and

**WHEREAS**, eligible applicants are approved for EV Ready program incentives, subject to the EV Ready Program Standards & Requirements; and

**WHEREAS**, approved applicants in the EV Ready program are required to execute a Fund Reservation Agreement to secure their financial incentives; and

**WHEREAS**, per Peninsula Clean Energy policy, Agreements valued at or above \$250,000 in cumulative spending per year require approval by the Peninsula Clean Energy Board of Directors; and

**WHEREAS**, an EV Ready incentive application ("Fund Reservation Agreement") was received by Peninsula Clean Energy in March from Green Water and Power with a cumulative incentive value that will exceed \$250,000 this fiscal year; and

**WHEREAS**, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute the Fund Reservation Agreement in the EV Ready program to provide incentives for Green Water and Power.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer to finalize and execute, in a form approved by the General Counsel, the customer Fund Reservation Agreement with Green Water and Power in the EV Ready program to provide incentives for an amount not to exceed \$347,000.

\* \* \* \* \*



**Peninsula Clean Energy  
Electric Vehicle Ready Program  
Fund Reservation Agreement**

|                       |                              |
|-----------------------|------------------------------|
| Applicant First Name  | Tyler                        |
| Applicant Last Name   | Galgas                       |
| Title                 | Business Development Manager |
| Organization          | Green Water and Power        |
| Email                 | (Redacted)                   |
| Phone Number          | (Redacted)                   |
| Proposed Site Address | (Redacted)                   |
| City                  | Menlo Park                   |
| Zip Code              | (Redacted)                   |
| Service Agreement ID  | (Redacted)                   |
| Project ID            | (Redacted)                   |

**EV Charging Infrastructure Project Description:**

|              |                              |
|--------------|------------------------------|
| Project Type | Existing Multi-Unit Dwelling |
|--------------|------------------------------|

|                   | Level 1 Outlets | Level 2 Outlets | Level 2 Charge Ports | Make Ready Ports |
|-------------------|-----------------|-----------------|----------------------|------------------|
| Submitted # Ports | 0               | 110             | 16                   | 0                |
| Reserved Funds    | \$0             | \$275,000.00    | \$72,000.00          | \$0              |

|               |     |
|---------------|-----|
| Panel Upgrade | \$0 |
|---------------|-----|

**Total Reserved Funds**

\$347,000

**Notes**

*Peninsula Clean Energy Authority ("PCEA") cannot guarantee rebate funds beyond what was reserved nor can rebate funds exceed 100% of the total project costs. Final projects with less ports than projected will only receive rebates for installed ports, up to the amount reserved.*

By signing below, the site owner ("Site Owner") or, if the property is owned by a commercial or corporate entity, the representative of the ownership entity ("Owner Representative") agrees to the "Electric Vehicle (EV) Ready Program" ("Program") Terms & Conditions. If neither Site Owner nor Owner Representative executes the Agreement, the applicant ("Applicant") certifies that a

Designated Applicant Assignment form was completed and submitted to PCEA to verify that the Site Owner or Owner Representative has designated the applicant ("Designated Applicant") authority to represent the Site Owner in the Program and execute all legal agreements as required by the Program.

The undersigned here is the: ☐ Site Owner or Owner Representative OR ☐ Designated Applicant

*[DocuSign]*

---

Applicant Signature

Date

---

Peninsula Clean Energy Representative Signature      Title

Date

#### **Peninsula Clean Energy EV Ready Program Terms and Conditions**

1. **ELIGIBILITY:** Peninsula Clean Energy Authority offers a rebate to eligible PCEA customers or their designees (Applicant) installing EV Charging Infrastructure through the EV Ready Program. Applicants eligible to receive rebates under the Program must (1) abide by the terms and conditions listed herein; (2) have the EV charging port(s) metered through a PCEA account number; (3) comply with Program Standards and Requirements ("Program Requirements") in Appendix A; (4) provide PCEA with Required Installation Verification Documents as specified in the Program Requirements upon completion of the project.
2. **REBATE RESERVATION TERM AND AMOUNT:** The amounts of the rebates for which qualifying projects are eligible are outlined in Program Requirements. Rebate funds are reserved upon execution of this Agreement up to the maximum amount identified in the Program Requirements based on the "EV Charging Infrastructure Project Description" (hereinafter, the Project, see page 1 above). The funds are reserved according to the Fund Reservation Period timelines outlined in the Program Requirements and any modifications to the timelines are at the discretion of PCEA. Rebates will be paid to eligible Rebate Recipient once installation is verified as complete by PCEA. The final amount of the rebates will be the actual eligible costs of verified EV Charging Infrastructure installed or the maximum amount reserved, whichever is less.
3. **DISCRETION ON VERIFICATION:** Determinations regarding verification pursuant to paragraph (1) and paragraph (2) of these Terms and Conditions, shall be determined at PCEA's complete and exclusive discretion.
4. **REBATE RECIPIENT:** The Applicant may direct the rebate funds to any Rebate Recipient, who is a single vendor or service provider incurring costs for the Project up to the amount of documented costs incurred by that Rebate Recipient. The Rebate Recipient shall be identified in the Installation Verification Form submitted upon project completion to request disbursement of the rebate.
5. **NO GUARANTEES:** PCEA makes no guarantee, representations or warranties, expressed or implied, regarding the implementation or use of EV Charging Infrastructure and equipment purchased or installed pursuant to this PCEA Program. Customer is solely responsible for any liability, legal or otherwise, arising from the installation, operation, and maintenance of its selected EV Charging Infrastructure.
6. **EVSE PACKAGE:** Upon approval of the Funds Reservation Agreement by PCEA, customer shall install, operate and maintain the number and type of the EVSE unit(s) (defined in Program Requirements), associated equipment, and signage as selected by Customer and approved by PCEA. Customer acknowledges that:
7. **ADDITIONAL SERVICES FROM ELECTRIC VEHICLE SERVICE PROVIDER (EVSP):** Separate and apart from the Funds Reservation Agreement and PCEA's obligations under the Program, the EVSP may offer and contract directly with the Customer to provide any additional or complementary services, as long as these services do not interfere with the objectives of the Program. PCEA is not responsible for the costs of additional EVSP services or any cost related to operations

and maintenance of any additional EVSP services.

8. **INSTALLATION OF EV CHARGING INFRASTRUCTURE:** Customer is responsible for covering all upfront costs of the installation of the EV Charging Infrastructure. Upon completion of installation of the EV Charging Infrastructure, Site Owner understands it is responsible for the operation and maintenance of the EV charging port(s) installed.
9. **CONTRACTOR REQUIREMENTS:** All work performed on projects under this agreement shall be done by contractors who hold a valid California C-10 license. PCEA reserves the right to amend and change contractor requirements at any point during the program.
10. **EV DRIVERS RIGHT TO ACCESS:** Customer may limit the availability of the EV Charging Infrastructure to its employees or tenants. Under the Program, Customer may elect to make the EV Charging Infrastructure available for use by the general public. Customer shall not restrict access to use of the EV Charging Infrastructure for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law.
11. **APPLICABLE LAWS:** Customer is solely responsible for ensuring that the EV Charging Infrastructure is installed and operated in compliance with all applicable local, state, and federal laws.
12. **EV CHARGING PORT(S) OPERATION AND MAINTENANCE:** Customer will pay all ongoing costs associated with the EV Charging Infrastructure. Customer shall maintain a consistent uptime for the EV Charging Port(s) installed. Customer shall maintain the common area immediately surrounding the EV Charging Infrastructure in good condition, ordinary wear and tear accepted, and will promptly notify PCEA of any problems it is aware of related to the EV Charging Infrastructure. Such maintenance by Customer of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance. Customer shall promptly notify PCEA if Customer will no longer maintain the installed EV Charging Infrastructure and/or the installed EV Charging Infrastructure is being removed from Customer's site. Uninterrupted service is not guaranteed, and Pacific Gas & Electric (PG&E) may interrupt service and access to the EV Charging Infrastructure when necessary to ensure safety or to perform maintenance as dictated by utility easement agreements and requirements.
13. **PERMISSION TO USE DATA:** For all EV Charging Infrastructure installed that are capable of collecting and reporting usage and utilization data, Site Owner agrees to allow PCEA and its authorized Contractors to access, collect, use, and report EV Charging Infrastructure usage and utilization data gathered as a part of the Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. PCEA and its authorized Contractors shall have access to the EV Charging Infrastructure usage and utilization data indefinitely and in accordance with all applicable laws, including but not limited to PCEA privacy guidelines and relevant regulatory decisions.
14. **DEMAND RESPONSE and LOAD SHAPING PROGRAMS:** Customer agrees that PCEA may, at its discretion enroll all networked EV charging port(s) units installed under the Program in any future demand response, grid optimization, and/or load shaping programs implemented by PCEA. Future load shaping program will, by design, not incur any additional costs or expenses to Customer. The load shaping program will aim to curtail energy usage for each charging port during a predefined period established by PCEA. These curtailments will be designed to minimally impact EV drivers that are charging during these times whenever possible. Customers will be provided an appropriate mechanism to opt-out before the program is implemented.
15. **TAX LIABILITY and CREDITS:** PCEA is not responsible for any taxes which may be imposed on Customer as a result of the rebates provided within the Program. Site Owners receiving incentives from either the Program and/or other regional organizations, including, but not limited to, the Bay Area Air Quality Management District, that have been facilitated through assistance from PCEA are required to designate their Low Carbon Fuel Standard (LCFS) credits to PCEA. Customer attests they are releasing their rights to report and claim credits in the LCFS and are designating credits in the LCFS to PCEA (FEIN 81-2708786) on an ongoing basis. Customer will inform third-party entities when necessary, including CARB, that the LCFS credits generated by their installed EVSE are designated to PCEA on an ongoing basis. Customer will provide the EVSE usage and electricity data to PCEA for LCFS reporting pursuant to CARB sections 95483.2(b)(8), 95491 and 95491.1. Customer will provide PCEA with ongoing access to EV charging data through the use of a login to the online account and/or an application program interface (API), a dashboard with exportable data files, or other means to access the charging data.

16. **DISPUTES:** Except where otherwise limited by law, PCEA reserves the right, at its sole discretion, to make final determinations regarding any disputed issues about the Program, including but not limited to eligibility and rebate amounts. In the event of a dispute that cannot be remedied by the parties, any court filings and/or proceedings shall be venued in San Mateo County, California. PCEA shall in no case be responsible for the legal costs of Site Owner and/or Designated Applicant.
17. **PROGRAM CHANGES:** PCEA reserves the right to change, modify, or terminate the Program at any time without any liability except as expressly stated herein. PCEA will honor all written commitments made in the Funds Reservation Agreement provided to Customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the timeframe specified within the Program Requirements.
18. **PROGRAM EXPIRATION:** The Program will expire upon the earliest to occur: (i) when funds are depleted or (ii) when the program is terminated by PCEA.
19. **INDEMNIFICATION:** Applicant agrees to indemnify, defend, and hold PCEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Customer's negligence, recklessness or willful misconduct while participating in the PCEA Program.
20. **ACKNOWLEDGEMENTS:** Customer shall acknowledge PCEA as a funding source of the installed EV Charging Infrastructure each time Customer's activities related to the EV Charging Infrastructure are published in any news media, press release, brochures, or other type of public communication or promotional material. The acknowledgement of PCEA's support as a funding source, whether in whole or in part, shall include language such as: "Funding for [Customer Site Name]'s charging station(s) provided by Peninsula Clean Energy." If Customer is receiving funding from multiple organizations, Customer may use one statement conforming to the format listed above and include all organizations from which funding is received. PCEA also reserves the right to install stickers, signage, or other advertisement mechanism on the EV charging port(s) funded or facilitated by PCEA.
21. **CUSTOMER DISCLOSURE AUTHORIZATION:** By signing the Funds Reservation Agreement, Applicant confirms they are the authorized representative for the electric account holder identified in the Funds Reservation Agreement and authorized PCEA to disclose Customer's account status and participation in the PCEA Program. If Applicant is not the authorized representative for the electric account holder identified in the Funds Reservation Agreement, the Applicant certifies that they have submitted a Third Party Designated Applicant Assignment Form to verify that the Site Owner has delegated authority to the Applicant to represent the Site Owner and execute the Funds Reservation Agreement.



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 13, 2026

**MEETING DATE:** April 23, 2026

**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

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

**SUBJECT:** Review and Approval of First Amendment to the Existing Technical Assistance and Reporting Compliance Support Agreement with The Energy Coalition (TEC) Adding \$250,764 for a new Not-to-Exceed Amount of \$500,000 and Extending the Term Through June 30, 2028

**RECOMMENDATION**

Delegation of authority to the Chief Executive Officer (CEO) to execute the First Amendment to the Technical Assistance and Reporting Compliance Support Agreement with The Energy Coalition (TEC), adding \$250,764 for a new not-to-exceed amount of \$500,000 and extending the agreement term through June 30, 2028.

**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. In 2018, PCE initiated customer and community programs, which were developed within three major pillars: building decarbonization, transportation decarbonization and Distributed Energy Resources (DERs).

In 2024, PCE created an Innovation Strategy (IS) department with the goal of diversifying its revenues by identifying public funding opportunities to expand its customer programs. One of the core goals of the IS department is to pursue 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.

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 access these public funds to do so. There are two pathways for CCAs to 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 own customers. PCE has been offering the FLEXmarket program under the ETA pathway since 2022. To be able to grow its EE programs and further the decarbonization of existing buildings in its service area, PCE decided in 2024 to pursue the much larger ATA pathway in the next CPUC portfolio cycle.

To be able to administer CPUC EE programs under the ATA pathway, PCE must participate in an “Application Proceeding” with the CPUC which grants EE funding to PAs every four years. To request funding for the next EE portfolio cycle that runs from 2028 to 2031, PCE submitted an initial Testimony and Application to the CPUC on March 16, 2026 for approximately \$36M in programs across commercial and equity customer segments. Details of the application to the CPUC were provided to the Board at its December 18, 2025 meeting. Following the ATA submission, PCE is participating in a public Application review process through the end of 2027 before launching programs in early 2028.

To support both the FLEXMarket program (ETA) and the ATA Application, PCE procured an agreement with The Energy Coalition (“TEC”) through a competitive Request for Proposals (RFP) process in July 2025 (the “TEC Agreement”). The resulting agreement provides for technical and reporting support for PCE’s energy efficiency programs and had a not-to-exceed (NTE) budget of \$249,236 and an initial term through December 31, 2026. This First Amendment to the TEC Agreement increases the agreement by \$250,764 and the NTE amount to \$500,000.

## **DISCUSSION**

### **Original TEC Agreement**

TEC was contracted by PCE to perform four key technical tasks in support of EE funding opportunities with the CPUC, including both the ETA and ATA pathways. Tasks 1 through 3 are associated with support for PCE’s ATA Application and include:

- (i) Task 1 (PCEA Coordination), which provides for overall agreement administration;
- (ii) Task 2 (Project Plan), which requires the development and maintenance of a detailed project plan to guide delivery of ATA-related technical assistance; and
- (iii) Task 3 (CPUC Application Technical Assistance), which constitutes the core ATA support, including portfolio design, program development, cost-effectiveness analysis, preparation of application materials, stakeholder engagement, and post-filing regulatory support.

Task 4 (CPUC Reporting and Compliance Support for Existing Program) is distinct from the ATA scope and is associated with the ETA pathway, specifically supporting the FLEXMarket program. This task includes preparation and submission of monthly, quarterly, and annual reports through the California Energy Data and Reporting System (CEDARS), verification of savings claims, response to CPUC data requests, and ongoing regulatory compliance support for the existing program.

### **Provisions of the First Amendment**

As noted above, PCE submitted its initial ATA Testimony and Application to the CPUC on March 16, 2026. PCE is now entering the CPUC’s Application review and approval process, which is anticipated to extend through the end of 2027, with program launch expected in early 2028. To ensure continued technical support by TEC, PCE must extend the term of the existing agreement for Tasks 1-3 through the Application review and approval process (i.e.,

December 31, 2027). When doing so, the NTE budget for tasks 1 – 3 must be increased to a total of \$343,208.

In addition, this First Amendment will extend TEC's reporting and compliance support for the FLEXMarket program. In February 2026, the CPUC approved a new round of funding for the program, enabling PCE to offer it through 2027 when it is expected to be rolled into the ATA portfolio. To ensure continued technical support by TEC for the FLEXmarket program, the agreement term for Task 4 must be extended through the second quarter of 2028 and the NTE must be increased to a total of \$156,792.

## **FISCAL IMPACT**

The NTE amounts for this Agreement, as amended, are as follows:

- Task 1 – 3 (ATA Technical Support): \$343,208
- Task 4 (ETA FLEXmarket Technical Support): \$156,792

All costs associated with Task 4 (ETA FLEXMarket technical support) are funded through Public Purpose Program ("PPP") funds, which are recovered through PG&E's distribution rates. Only the costs associated with Tasks 1 -3 are covered through PCE's Innovation Strategy budget.

## **STRATEGIC PLAN**

The EE Application with the CPUC supports the following elements of the PCE 2026 – 2030 Strategic Plan:

### **Guiding Principle: Environmental Impact**

Goal: In order to achieve targeted decarbonization by 2035, PCE will double the reductions of greenhouse gas emissions to 100,000 metric tons annually by accelerating the electrification of transportation and buildings and the continued supply of carbon-free power. This will be achieved through energy procurement, programs, and potential load growth.

## **ATTACHMENTS:**

[PCE\\_TEC-Contract\\_ATATechSupport\\_Reporting\\_Executed.pdf](#)

[2026.04.23 BOD DRAFT - The Energy Coalition- PCE Contract Amendment.docx](#)

**RESOLUTION NO. \_\_\_\_\_**

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

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**REVIEW AND APPROVAL OF FIRST AMENDMENT TO THE EXISTING TECHNICAL ASSISTANCE AND REPORTING COMPLIANCE SUPPORT AGREEMENT WITH THE ENERGY COALITION (TEC) ADDING \$250,764 FOR A NEW NOT-TO-EXCEED AMOUNT OF \$500,000 AND EXTENDING THE TERM THROUGH JUNE 30, 2028**

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**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**, since 2022, PCE has administered energy efficiency programs under the California Public Utilities Commission (“CPUC”) Elect-to-Administer (“ETA”) pathway, including the FLEXMarket program, which requires ongoing reporting and regulatory compliance; and

**WHEREAS**, to expand its energy efficiency portfolio, PCE pursued funding under the CPUC’s Apply-to-Administer (“ATA”) pathway and submitted its Testimony and Application for the 2028–2031 portfolio cycle on March 16, 2026; and

**WHEREAS**, PCE entered into an Agreement with The Energy Coalition (“TEC”) in July 2025 to provide technical assistance and reporting compliance support for both ETA (FLEXMarket) and ATA-related activities, with an initial not-to-exceed amount below the threshold requiring Board approval; and

**WHEREAS**, PCE is now engaged in the CPUC’s ATA application review and approval process, which is expected to continue through the end of 2027, requiring continued technical support; and

**WHEREAS**, the FLEXMarket program has received approval for a new funding cycle and requires continued reporting and compliance support through its transition into the ATA portfolio; and

**WHEREAS**, additional funding and an extension of the Agreement term are necessary to support both the ongoing ETA (FLEXMarket) reporting requirements and the ATA application review process; and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board of Directors authorizes the Chief Executive Officer to execute, in a form approved by the General Counsel, the First Amendment to the Technical Assistance and Reporting Compliance Support Agreement with The Energy Coalition, increasing the total not to exceed amount to \$500,000 and extending the agreement term through June 30, 2028.



## **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND THE ENERGY COALITION**

This Agreement is entered into this 7<sup>th</sup> day of July, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and The Energy Coalition, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of technical assistance and reporting compliance support for California Public Utilities Commission funded programs.

**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—Services

Exhibit B—Payments and Rate

Exhibit C—Data Provided to Contractor by PCEA

### **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor 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 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 two-hundred forty-nine thousand, two hundred thirty-five dollars, \$249,235.79. 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.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 20, 2025, through December 31, 2026.

#### **5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor 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, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. 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 Contractor 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 Contractor and any subcontractors under this Agreement. Contractor 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.

Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of PCEA. Contractor 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.

Contractor 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**

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

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor 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 Contractor 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 Contractor 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 Contractor'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, Contractor'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 Contractor 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**

(a) Contractor shall not assign this Agreement or any portion thereof, nor subcontract with any third party to perform services required under this Agreement, without the prior written consent of PCEA. Any such assignment or subcontracting without PCEA's prior written consent shall give PCEA the right to immediately terminate this Agreement without penalty or advance notice.

(b) PCEA acknowledges that The Energy Coalition (TEC) intends to engage The Cadmus Group LLC as a subcontractor to support the Technical Assistance scope of this Agreement. The Cadmus Group LLC will serve as the cost-effectiveness expert, responsible for running Cost-Effectiveness Tests (CETs) and advising on the design of cost-effective programs and measures, as outlined in the Scope of Work.

(c) TEC shall not replace, remove, or substitute The Cadmus Group LLC, nor engage additional subcontractors for any portion of the Technical Assistance scope, without providing prior written notice to and receiving written approval from PCEA.

## **10. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor'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 and Submission of Invoices**

Invoices shall only be submitted by electronic form by sending an email to both the **PCEA project contact's email address** and to **PCEA's Finance email address** ([finance@peninsulacleanenergy.com](mailto:finance@peninsulacleanenergy.com)). Contractor shall submit a completed W-9 form electronically to the same email addresses. Contractor understands that no invoice will be paid by PCEA unless and until a W-9 Form is received by PCEA.

## **12. Insurance**

### **a. General Requirements**

Contractor 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 Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the

contractual liability assumed by Contractor 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**

Contractor 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, Contractor 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**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor 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 Contractor's operations under this Agreement, whether such operations be by Contractor, 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<br>(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 Contractor 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.

Contractor 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**

Contractor 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. Contractor's equal employment policies shall be made available to PCEA upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor 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 contractors 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, Contractor 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 Contractor 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 contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

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

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

☐ Finding(s) of discrimination have been issued against Contractor 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, Contractor shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

#### **g. Reporting; Violation of Non-discrimination Provisions**

Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor under this Agreement or any other agreement between Contractor and PCEA.

#### **15. Confidential Information**

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term "Confidential Information" includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not

subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov't Code Section 6250, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

(c) As practicable, PCEA shall mark Confidential Information with the words "Confidential" or "Confidential Material" or with words of similar import, or, if that is not possible, PCEA shall notify the Contractor (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. PCEA's failure or delay, for whatever reason, to mark or notify Contractor at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA's exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts, notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor's off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor's option. The obligations of this provision will survive termination or expiration of this Agreement.

## **16. Data Security**

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA's express written consent. For purposes of this provision, security procedures are "reasonable and appropriate" when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and

government rules or directives applicable to the Contractor in connection with its access of Personal Information.

**17. Retention of Records; Right to Monitor and Audit**

(a) Contractor 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 Contractor shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

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

(c) Contractor 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.

**18. 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.

**19. 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.

## **20. 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  
Telephone: 650-474-5002  
Email: smarshall@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title: Laurel Rothschild, Vice President  
Address: 525 Technology Drive Ste 350, Irvine CA 92618  
Telephone: 949-732-1071  
Email: lrothschild@energycoalition.org

## **21. Electronic Signature**

PCEA and Contractor 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.

## **22. No Recourse Against PCEA's Member Agencies**

Contractor 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. Contractor 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:   
 469JL2QQ-1X2VWYLP

Shalini Swaroop, Chief Operating Officer

Date: Jul 7, 2025

The Energy Coalition

Craig Perkins

  
 13XKLJ79-1X2VWYLP

Contractor's Signature

Date: Jul 7, 2025

## **Exhibit A**

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

### **Overview**

Peninsula Clean Energy (PCE) is contracting to support two key initiatives: (1) the application to administer energy efficiency programs under Public Utilities (PU) Code 381.1 and (2) ongoing reporting and compliance for an existing CPUC-funded energy efficiency program

### **Technical Assistance Overview**

Peninsula Clean Energy (PCE) is preparing a CPUC application to administer energy efficiency programs and is seeking technical assistance to support this effort. The Contractor will help shape the portfolio strategy, provide input on program design, and ensure the application meets regulatory requirements. This work will focus on delivering effective, equitable, and cost-efficient programs for PCE's service territory.

#### *The Application*

PCE's application is scheduled for submission in February 2026 and will include both a high-level policy summary and detailed supporting documentation. The Contractor will contribute technical insights, program summaries, and data to support the application, while PCE staff will lead the overall development and drafting of the materials.

### **Reporting and Compliance Overview**

For the Reporting and Compliance scope, the Contractor will provide essential reporting compliance support for PCE's existing CPUC-funded energy efficiency program. Reporting support will be required at least through Q2 2026. However, PCE submitted an Advice Letter in Q2 2025. Once approved, the program will receive funding through 2028.

This program follows a Population-Level Normalized Metered Energy Consumption (NMEC) approach, meaning all claims are submitted at the population level. The Contractor will support program implementers in submitting claims through the California Energy Data and Reporting System (CEDARS) and ensure compliance with all reporting requirements.

CPUC reporting requirements include but are not limited to:

- Monthly Budget Reports
- Quarterly Claim Reports
- Annual Reports & Savings Claims
- Annual True-up Savings Claims (specific to NMEC)

## **Objectives**

- 1) Support development of PCE's CPUC Application to Administer (ATA) for 2028–2032 including:
  - Provide technical assistance on program design, sector strategies, and portfolio development.
  - Develop program summaries, metrics, and tables for Testimony Exhibits and appendices
  - Advise and conduct cost-effectiveness modeling
  - Incorporate stakeholder and market research insights into program refinement.
  - Ensure compliance with CPUC guidance, templates, and regulatory requirements.
- 2) Support NMEC-based savings claims and CEDARS reporting for PCE's current EE program including:
  - Prepare and review monthly, quarterly, and annual CPUC reports and true-ups.
  - Coordinate closely with PCE staff, legal, regulatory, and implementation teams.
  - Provide responsive technical support throughout the application and reporting periods.

## **Contractor Tasks**

### **1. Task 1: PCEA Coordination** **1.1. Monthly invoicing**

The contractor will develop an invoice template for PCEA approval and will submit said invoice to PCEA monthly by the 10th of the month for the previous month.

*Task 1.1 Deliverable: Monthly Invoice*

### **1.2. Kick off Meeting and Check-in Meetings**

Contractor will develop an agenda and lead a program kickoff meeting with PCEA to review program goals and objectives, budget, timeline, and administrative processes at a mutually determined date following contract execution.

After the kickoff meeting, the Contractor will set up check-in meetings on a biweekly recurring schedule for the duration of the period of performance, unless more frequent meetings are necessary as determined by PCEA. For check-in meetings, Contractor will work with the PCEA contract administrator(s) to determine the agenda at minimum one day prior to the meeting. Meetings will focus on program progress updates, reviewing deliverables, and determining expected milestones for the next meeting.

*Task 1.2 Deliverables:*

- Kick-off Meeting
- Meeting agendas and meeting minutes

2. Task 2: Project Plan

**2.1. Develop Project Plan**

The Contractor will furnish a detailed project plan outlining the approach and key milestones to deliver tasks 3.1. and 3.2, at a mutually determined date following contract execution.

The deliverables will be reviewed by PCEA and Contractor will be responsible for revising the deliverables in accordance with PCEA direction and gain approval of the final draft by PCEA.

*Task 2.1 Deliverables:*

- Draft Project Plan
- Final Project Plan

3. Task 3: CPUC Application Technical Assistance

**3.1. Application Portfolio Development**

Technical support for Business Plan/Portfolio Plan Development, Program Design, and Cost-effectiveness analysis including but not limited to:

- Lead design of the EE portfolio based on PCEA's direction and goals. Propose programs across segments, measure mixes per program, and proposed budget that meet the CPUC requirements
- Support drafting of Application documents as requested by PCEA
- Develop graphics and visuals for all Application documents
- Leading completion of Excel Workbook supporting the Application
- Lead development of metrics Conduct Cost Effectiveness Tool (CET) runs and Cedars filings
- Consult with PCEA project team subject matter experts as necessary

The deliverables will be reviewed by PCEA, and the Contractor will be responsible for revising the deliverables in accordance with PCEA's direction and producing the final draft. The final set of deliverables will be determined as the application process develops.

*Task 3.1 Deliverables:*

- *Portfolio plan, including, but not limited to, proposed programs across segments, measure mix per program and proposed budgets*
- *Initial draft of Application Workbook and metrics*
- *Final Application Workbook and metrics*
- *Final supporting visuals and tables*

### **3.2. Program Cards**

Develop and finalize program proposals and program cards for the final portfolio of programs to be included in the Application.

The deliverables will be reviewed by PCEA and the Contractor will be responsible for revising the deliverables in accordance with PCEA direction and produce the final draft.

*Task 3.2 Deliverables:*

- *Draft Program Summaries*
- *Finalize Program Summaries*
- *Draft Program Cards*
- *Final Program Cards*

### **3.3. Engagement Support**

As needed and upon request by PCEA, the TEC Team will provide support in coordinating with key regulatory and programmatic stakeholders, including but not limited to the California Public Utilities Commission (CPUC), Energy Division staff, the California Energy Efficiency Coordinating Committee (CAECC), and other Program Administrators operating within PCE's service territory (e.g., PG&E, BayREN), as well as statewide coordination forums. Activities may include preparation of materials, meeting participation, follow-up documentation, and strategic coordination aligned with PCE's portfolio objectives.

### **3.4 Post Filing Support**

Following the submission of the Application to Administer (ATA), TEC will provide support to PCEA as needed and within the scope of this Agreement. Post-filing activities may include responding to data requests, preparing clarifying materials, participating in follow-up meetings, and assisting with any other tasks reasonably related to the application review process and consistent with the deliverables outlined in this scope of work.

## **4. Task 4: CPUC Reporting and Compliance Support for Existing Program**

### **4.1. CPUC Reporting**

Conduct CPUC compliance reporting for one energy efficiency program (FLEXmarket), including but not limited to the following:

- Work closely with program implementer to ensure they understand and correctly provide data to the Contractor as required by CPUC reporting guidance
- Submit monthly, quarterly, and annual CPUC reporting through the California Energy Data and Reporting System (CEDARS)
- Verify the accuracy of submitted claims and ensure compliance with CPUC requirements.
- Assist in resolving discrepancies and coordinating necessary corrections with program implementer.
- Support CPUC data requests and metrics reporting
- Miscellaneous reporting tasks as identified by PCEA staff
- Develop and maintain a reporting Standard Operating Procedure (SOP) document.

#### *Task 4.1 Deliverables*

- *Draft Initial SOP*

- *Finalize SOP*

#### **4.2. Regulatory Compliance Support**

Provide regulatory support and guidance on reporting compliance for one CPUC-funded energy efficiency program, including but not limited to:

- Attend CPUC and relevant stakeholder meetings and workshops (as needed)
- Convey/advocate solutions that serve the best interests of Peninsula Clean Energy
- Monitor and communicate relevant reporting guidance directives, and proceedings from the CPUC to ensure implementers and PCEA remain informed and compliant with CPUC reporting requirements.

#### **4.3. General Administrative Support Miscellaneous Tasks**

Provide support for administrative activities that may not fall under tasks above but are necessary to support PCEA with CPUC regulatory compliance. These tasks could include, but are not limited to, creating a detailed report of monthly activities, scheduling meetings, preparing and maintaining documentation, managing communication with stakeholders, and research and analysis.

## **Exhibit B**

### **Compensation Structure:**

In consideration of the services provided by the Contractor as described in Exhibit A and subject to the terms of this Agreement, PCEA shall compensate Contractor based on the following fee schedule and terms:

1. Compensation shall be calculated based on the hourly rates specified below, up to the total Not-to-Exceed (NTE) amount of two-hundred forty-nine thousand, two hundred thirty-five dollars (\$249,235) as set forth herein.
2. Subcontractor expenses are included within the Not-to-Exceed (NTE) budget but are not subject to the hourly labor rates specified in this Agreement. These expenses will be invoiced on an actual cost basis as incurred, up to an estimated budget of \$60,240. Subcontractor costs must be supported by appropriate documentation, including a description of services provided and a breakdown of associated charges. If subcontractor expenses approach or are anticipated to exceed the estimated budget, Contractor shall promptly notify PCEA in writing and obtain written approval prior to incurring additional costs.
3. Upon mutual agreement between PCEA and Contractor the estimated budgets for Tasks 1, 2, and 3 may be reallocated between these tasks, provided that the total compensation for these tasks, including subcontractor expenses, does not exceed the total value of these tasks, an amount of one hundred ninety-five thousand five hundred forty-three dollars and nineteen cents (\$195,543.19).
4. Task 4: CPUC Reporting and Compliance Support, is a fixed budget and cannot be moved to or from any other task without prior written agreement from PCEA.

### Summary of Tasks

| <b>Task</b>         | <b>Estimated Budget</b> |
|---------------------|-------------------------|
| 1. PCE Coordination | \$ 23,338.20            |

|                                                               |                      |
|---------------------------------------------------------------|----------------------|
| 2. Project Plan                                               | \$ 14,615.55         |
| 3. CPUC Application Technical Assistance                      | \$ 157,589.44        |
| 4. CPUC Reporting and Compliance Support for Existing Program | \$ 53,692.60         |
| <b>Total Not to Exceed Budget</b>                             | <b>\$ 249,235.79</b> |

#### Contract Staffing

| <b>Labor Category Title</b> | <b>2025 Rates</b> | <b>2026 Rates</b> |
|-----------------------------|-------------------|-------------------|
| Vice President              | \$ 289            | \$ 298            |
| Director                    | \$ 237            | \$ 244            |
| Assistant Director          | \$ 227            | \$ 234            |
| Program Manager             | \$ 237            | \$ 244            |
| Project Manager             | \$ 160            | \$ 165            |
| Project Coordinator         | \$ 98             | \$ 101            |

#### Invoices

The Contractor shall submit a monthly invoice to PCEA for payment, which must include a summary of the services performed during the billing period, personnel who performed the services, hours worked, and the specific tasks for which work was completed. This invoice shall include both the Contractor's charges and any subcontractor expenses, all subject to Net 30 payment terms.

#### Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance, travel, and other ordinary business expenses are included within the Contract Staffing rates noted within this exhibit and are not separately reimbursable expenses. Travel expenses must be authorized in advance in writing by PCEA.

## Additional Services

CONTRACTOR shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from PCEA prior to commencement of any additional services. CONTRACTOR shall submit, at PCEA's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

## Schedule

| Task | Deliverable                                       | Due Date                                      |
|------|---------------------------------------------------|-----------------------------------------------|
| 1.1  | Monthly Invoicing                                 | Ongoing, by the 10 <sup>th</sup> of the month |
| 1.2  | Kick-off Meeting                                  | Within 10 days of contract execution          |
|      | Check-in Meetings                                 | Ongoing, as scheduled by PCEA                 |
| 2.1  | Draft Project Plan                                | One week following kick-off meeting           |
|      | Final Project Plan                                | July 30, 2025                                 |
| 3.1  | Draft portfolio plan                              | August 31, 2025                               |
|      | Final portfolio plan                              | November 28, 2025                             |
|      | Initial draft Application Workbook and metrics    | November 7, 2025                              |
|      | Final draft of Application workbook and metrics   | November 28, 2025                             |
|      | Final supporting visuals and tables for Testimony | December 5 , 2025                             |
| 3.2  | Draft Program Summaries                           | August 31, 2025                               |
|      | Final Program Summaries                           | November 28, 2025                             |
|      | Draft Program Cards                               | November 7, 2025                              |

|     |                                                       |                                        |
|-----|-------------------------------------------------------|----------------------------------------|
|     | Final Program Cards                                   | November 28, 2025                      |
| 3.3 | Engagement Support                                    | As requested by PCEA                   |
| 3.4 | Post Filing Support                                   | As requested by PCEA                   |
| 4.1 | CPUC Reporting                                        | Specific due dates as dictated by PCEA |
| 4.2 | Regulatory Compliance Support                         | As requested by PCEA                   |
| 4.3 | General Administrative Support<br>Miscellaneous Tasks | As requested by PCEA                   |

## **Exhibit C**

### *Data Provided to Contractor by PCEA*

Below is a list of metrics that the Contractor will have access as applicable for the Technical Assistance SOW.

#### 1. Geographic Service Area Information

- Identify the counties, cities, and regions covered by PCE
- Include any recent expansions or changes to the service area.
- Distribution of urban, suburban, and rural areas.
- Information on population density and employment hubs.
- Existence of disadvantaged communities (DACs) per CES 4.0

#### 2. Climate and Environmental Context

- Local climate zones and trends (e.g., increases in cooling or heating degree days).
- Fire risk areas, if applicable, including maps or data on High Fire Threat Districts.
- Vulnerability to other climate impacts such as winter storms, flooding or extreme heat.
- Outage data (i.e., how many outages has a customer experienced and how long were the outages)?

#### 3. Customer Profile

- Total number and percentage of service accounts per
  - Customer type (residential vs non-residential)
  - Sector (per rate class) (residential, commercial, industrial, agricultural etc.).
- Residential customer details
  - Number and percentage of homes that are single family vs. multi-family
  - Number and percentage of homes that are owner-occupied versus renter-occupied
- Commercial customer details
  - Number and percentage of small and medium businesses (SMB) vs large businesses

#### 4. Customer Demographics and Equity Metrics

- Language & Heritage
  - Percent of residents born outside the U.S.
  - Major ethnic groups within the service area.
  - Primary languages spoken other than English and their distribution.
- Income
  - Median Household Income
  - Percentages of Households under different income brackets (e.g., <\$50K, \$50K–\$100K, etc.).
  - Data on income disparities (e.g., comparing top and bottom census tracts)
- DACs
  - Number and percentage of residential customers in DACs
  - Number and percentage of SMBs in DACs
- Energy Usage Patterns
  - Total energy consumption and percentage/ share of energy consumption by customer type (residential vs. non-residential)
  - Total energy consumption and percentage/ share of energy consumption by sector (residential, commercial, agricultural, industrial).
  - Peak demand – for PCE as a whole, by customer type (resi vs non-res) and sector
- Existing programs
  - List of existing programs in the PCE territory

## **AMENDMENT NO. 1 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AUTHORITY AND THE ENERGY COALITION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 23<sup>rd</sup> day of April, 2026 by and between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority, hereinafter called "PCE," and "The Energy Coalition" hereinafter called "Contractor";

### **W I T N E S S E T H:**

WHEREAS, the parties entered into an Agreement on July 7, 2025 for technical assistance and reporting compliance support ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the not-to-exceed amount to \$500,000 and extend the contract term through June 30, 2028.

### **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 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 five-hundred thousand dollars (\$500,000). 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.

#### **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 June 20, 2025, to June 30, 2028.

#### **3. Exhibit B shall be replaced in its entirety as follows:**

In consideration of the services provided by the Contractor as described in Exhibit A and subject to the terms of this Agreement, PCEA shall compensate Contractor based on the following fee schedule and terms:

- a) Compensation shall be calculated based on the hourly rates specified below, up to the total Not-to-Exceed (NTE) amount of five-hundred thousand dollars (\$500,000) as set forth herein.

- b) Subcontractor expenses are included within the Not-to-Exceed (NTE) budget but are not subject to the hourly labor rates specified in this Agreement. These expenses will be invoiced on an actual cost basis as incurred, up to an estimated budget of \$60,240. Subcontractor costs must be supported by appropriate documentation, including a description of services provided and a breakdown of associated charges. If subcontractor expenses approach or are anticipated to exceed the estimated budget, Contractor shall promptly notify PCEA in writing and obtain written approval prior to incurring additional costs.
- c) Upon mutual agreement between PCEA and Contractor the estimated budgets for Tasks 1, 2, and 3 may be reallocated between these tasks, provided that the total compensation for these tasks, including subcontractor expenses, does not exceed the total value of these tasks, an amount of Three hundred forty-three thousand two hundred eight dollars (\$343,208.00)
- d) Task 4: CPUC Reporting and Compliance Support, is a fixed budget and cannot be moved to or from any other task without prior written agreement from PCEA.

#### Summary of Tasks

| <b>Task</b>                                                   |                     |
|---------------------------------------------------------------|---------------------|
| 1) PCE Coordination                                           | \$343,208.00        |
| 2) Project Plan                                               |                     |
| 3) CPUC Application Technical Assistance                      |                     |
| 4) CPUC Reporting and Compliance Support for Existing Program | \$156,792.00        |
| <b>Total Not to Exceed Budget</b>                             | <b>\$500,000.00</b> |

#### Contract Staffing

| <b>Labor Category Title</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> |
|-----------------------------|-------------|-------------|-------------|
| Vice President              | \$298.00    | \$307.00    | \$316.00    |
| Director                    | \$244.00    | \$251.00    | \$259.00    |
| Assistant Director          | \$234.00    | \$241.00    | \$248.00    |
| Program Manager             | \$202.00    | \$208.00    | \$214.00    |
| Project Manager             | \$165.00    | \$170.00    | \$175.00    |
| Project Coordinator         | \$101.00    | \$104.00    | \$107.00    |

|                            |          |          |          |
|----------------------------|----------|----------|----------|
| Senior Project Coordinator | \$128.00 | \$132.00 | \$136.00 |
| Project Accountant         | \$128.00 | \$132.00 | \$136.00 |

## Invoices

The Contractor shall submit a monthly invoice to PCEA for payment, which must include a summary of the services performed during the billing period, personnel who performed the services, hours worked, and the specific tasks for which work was completed. This invoice shall include both the Contractor's charges and any subcontractor expenses, all subject to Net 30 payment terms.

## Reimbursable Expenses

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance, travel, and other ordinary business expenses are included within the Contract Staffing rates noted within this exhibit and are not separately reimbursable expenses. Travel expenses must be authorized in advance in writing by PCEA.

## Additional Services

CONTRACTOR shall provide additional services outside of the services identified in Exhibit A only by advance written authorization from PCEA prior to commencement of any additional services. CONTRACTOR shall submit, at PCEA's request, a detailed written proposal including a description of the scope of additional services, schedule, and proposed maximum compensation.

## Schedule

| Task | Deliverable                                     | Due Date                                      |
|------|-------------------------------------------------|-----------------------------------------------|
| 1.1  | Monthly Invoicing                               | Ongoing, by the 10 <sup>th</sup> of the month |
| 1.2  | Kick-off Meeting                                | Within 10 days of contract execution          |
|      | Check-in Meetings                               | Ongoing, as scheduled by PCEA                 |
| 2.1  | Draft Project Plan                              | July 15, 2025                                 |
|      | Final Project Plan                              | July 30, 2025                                 |
| 3.1  | Draft portfolio plan                            | August 31, 2025                               |
|      | Final portfolio plan                            | November 28, 2025                             |
|      | Initial draft Application Workbook and metrics  | November 7, 2025                              |
|      | Final draft of application workbook and metrics | December 5, 2025                              |

|     |                                                    |                                        |
|-----|----------------------------------------------------|----------------------------------------|
|     | Final supporting visuals and tables for Testimony  | November 28, 2025                      |
| 3.2 | Draft Program Summaries                            | August 31, 2025                        |
|     | Final Program Summaries                            | November 28, 2025                      |
|     | Draft Program Cards                                | November 7, 2025                       |
|     | Final Program Cards                                | November 28, 2025                      |
| 3.3 | Engagement Support                                 | As requested by PCEA                   |
| 3.4 | Post Filing Support                                | As requested by PCEA                   |
| 4.1 | CPUC Reporting                                     | Specific due dates as dictated by PCEA |
| 4.2 | Regulatory Compliance Support                      | As requested by PCEA                   |
| 4.3 | General Administrative Support Miscellaneous Tasks | As requested by PCEA                   |

**4. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.**

**5. 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: \_\_\_\_\_

The Energy Coalition

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 15, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Nicholas Bijur, Chief Financial Officer

**SUBJECT:** Approve Renewal of Peninsula Clean Energy's Insurance Package Coverage for the Period of May 1, 2026 Through May 1, 2027 in an Amount Not-to-Exceed \$301,539

**RECOMMENDATION**

Approve the renewal of Peninsula Clean Energy's insurance coverage for the period of May 1, 2026 through May 1, 2027 in an amount not to exceed \$301,539.

**BACKGROUND**

Peninsula Clean Energy (PCE) purchases various insurance policies as part of its risk management and business practices. PCE has partnered with USI Insurance Services (and predecessor companies) as its insurance broker since 2019. USI advises on coverage limits based on risk tolerance, benchmarking and best practices, and seeks competitive bids from the insurance marketplace to obtain the best pricing possible. PCE's current insurance policies expire on May 1, 2026, and are renewed annually.

Below is a summary of PCE's current insurance coverage and limits:

- **General Liability** – Covers claims from third parties for property damage and personal injury; \$1 million per occurrence and \$2 million in the aggregate.
- **Property** – Covers business and personal property and provides business income and/or extra expenses following loss at PCE's office locations; insured value of \$300,000.
- **Automobile** – Covers vehicles that are leased, rented, or hired, and protects PCE from auto liability claims arising from employees driving their own vehicles on company business; coverage limit of \$1 million.
- **Workers' Compensation** – Covers work-related injuries and protects PCE from third-party claims related to employee injuries; liability limit of \$1 million, consistent with State of California requirements.
- **Umbrella** – Provides excess coverage above the base individual policy limits; coverage limit of \$10 million in excess of primary coverage.
- **Fiduciary Liability** – Protects PCE against claims of mismanagement and liability

associated with serving as a fiduciary when managing employee benefit plans; coverage limit of \$1 million.

- **Cyber** – Covers claims related to cyberattacks, data breaches, and sub-limit coverage for social engineering; coverage limit is confidential.
- **Crime** – Covers claims associated with employee dishonesty and includes sub-limit coverage for social engineering; coverage limit of \$500,000.
- **Public Officials/Management Liability**, which includes Directors and Officers (D&O), Employment Practices Liability (EPL), and Errors and Omissions (E&O) – EPL protects PCE from lawsuits brought by employees for discrimination, wrongful termination, etc. E&O protects PCE from claims of negligence. D&O refers to the legal responsibility that directors and officers can face. Coverage limit of \$5 million for each claim and in the annual aggregate.
- **Inland Marine** – Coverage of physical solar assets installed as part of the GovPV program and includes damage related to earthquakes, floods, windstorms and wildfires; insured value of \$6.8 million increasing to \$16.2 million.

## **DISCUSSION**

The corporate insurance market has been challenging over the past several years but has recently stabilized. The \$70,163 increase in the annual premium, or 30%, is primarily due to the addition of GovPV2 projects into the program, as well as overall growth in PCE's business. Of note, the increase excluding GovPV is 12.8%, as compared to 8.9% last year.

The increase in the Inland Marine premium is due to the inclusion of GovPV2 projects, which increased the insured value from \$6.9 million to \$16.2 million. The increase was anticipated and included in the modeling and pricing assumptions for the associated Power Purchase Agreements. We expect the premium to continue to increase as we add batteries and the program expands.

The increase in the Workers' Compensation premium is primarily due to an increase in payroll. Of note, the premium in 2025 was based on an out-of-date payroll number and will likely be revised higher following an audit by the underwriter, which is why the increase appears higher than the increase in payroll expense. The increase in the Public Officials/Management Liability premium is due to a 13% increase in expenditures, as well as a slight increase in the rate. The decrease in the Cyber premium is due to competitive market dynamics which have driven down pricing.

## 2026 Insurance Premium Summary

| <b>Insurance Coverage</b>                 | <b>2025<br/>Premium</b> | <b>2026<br/>Premium</b> | <b>Premium<br/>Change</b> | <b>Primary Reason for<br/>Change</b> |
|-------------------------------------------|-------------------------|-------------------------|---------------------------|--------------------------------------|
| General Liability                         | \$15,367                | \$19,301                | \$3,934                   | Increase in payroll                  |
| Property                                  | 4,174                   | 4,262                   | 88                        |                                      |
| Automobile                                | 1,289                   | 1,294                   | 5                         |                                      |
| Workers' Compensation                     | 11,489                  | 25,600                  | 14,111                    | Increase in payroll                  |
| Umbrella                                  | 9,709                   | 10,073                  | 364                       |                                      |
| Fiduciary Liability                       | 2,322                   | 2,322                   | 0                         |                                      |
| Cyber                                     | 74,453                  | 65,555                  | (8,899)                   | Competitive market                   |
| Crime                                     | 2,603                   | 2,765                   | 162                       |                                      |
| Public Officials<br>/Management Liability | 93,919                  | 111,617                 | 17,698                    | Increase in expenditures             |
| Inland Marine                             | 16,050                  | 58,750                  | 42,700                    | Addition of GovPV2 projects          |
| <b>Total</b>                              | <b>\$231,375</b>        | <b>\$301,539</b>        | <b>\$70,163</b>           |                                      |

### **FISCAL IMPACT**

The annual cost of the proposed insurance renewal is \$301,539, an increase of \$70,163 over last year. This increase will be reflected in the Fiscal Year 2027 budget.

**RESOLUTION NO. \_\_\_\_\_**

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

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**APPROVE RENEWAL OF PENINSULA CLEAN ENERGY'S INSURANCE PACKAGE COVERAGE FOR THE PERIOD OF MAY 1, 2026 THROUGH MAY 1, 2027 IN AN AMOUNT NOT-TO-EXCEED \$301,539**

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

**WHEREAS**, the Board of PCE reviewed and approved a revised and expanded insurance package at its meeting on April 25, 2019; and

**WHEREAS**, the policies in the current insurance package were renewed by approval of the Board in April 2020, April 2021, April 2022, April 2023, and April 2024; and

**WHEREAS**, the policies in the current insurance package have an expiration date of May 1, 2026; and

**WHEREAS**, PCE staff engaged its insurance broker to seek competitive bids from the insurance marketplace; and

**WHEREAS**, PCE desires to continue its insurance policies and coverage, including General Liability, Property, Automotive, Workers' Compensation, Umbrella, Fiduciary Liability, Cyber, Crime, Public Official and Management Liability, and Inland Marine for the period of May 1, 2026 through May 1, 2027.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board approves the renewal of the Peninsula Clean Energy insurance policy package coverage for the period from May 1, 2026 through May 1, 2027 in an amount not to exceed \$301,539.



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 17, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Nelly Wogberg, Board Clerk  
**SUBJECT:** Approval of Minutes from the February 26, 2026 Board of Directors Meeting

**RECOMMENDATION**

Approval of Minutes from the February 26, 2026 Board of Directors Meeting.

**ATTACHMENTS:**

[03-26-2026 BOD Draft Minutes.pdf](#)

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

Thursday, March 26, 2026  
6:30 p.m.  
Zoom Video Conference and Teleconference

### [CALL TO ORDER](#) [YouTube](#)

Meeting was called to order at 6:35 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby.

### [ROLL CALL](#) [YouTube](#)

#### **Participating:**

Rick DeGolia, Atherton  
Tom McCune, Belmont  
Coleen Mackin, Brisbane, *participating  
remotely under SB 707 "just cause"*  
Ken Gonzalez, Colma  
Roderick Daus-Magbual, Daly City  
Mark Dinan, East Palo Alto  
Stacy Jimenez, Foster City  
Patrick Jonsson, Half Moon Bay  
Leslie Ragsdale, Hillsborough, *Vice Chair*  
Betsy Nash, Menlo Park  
Anders Fung, Millbrae, arrived at 7:10 p.m.  
Christine Boles, Pacifica  
Craig Taylor, Portola Valley  
Marty Medina, San Bruno, *Chair*  
John Dugan, San Carlos  
Adam Loraine, San Mateo  
James Coleman, South San Francisco  
Hassan Aburish, Woodside

#### **Absent:**

Noelia Corzo, San Mateo County  
Ray Mueller, San Mateo County  
Donna Colson, Burlingame  
Michael Amabile, Los Banos  
Elmer Martinez Saballos, Redwood City

**A quorum was established.**

### [PUBLIC COMMENT](#) [YouTube](#)

None

### [ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS](#) [YouTube](#)

Public Comment: None

**MOTION:** Director Loraine moved, seconded by Director Dugan to set the Agenda, and approve Agenda Item Number 1.

1. Approval of the Minutes for the February 26, 2026 Meeting.

**MOTION PASSED:** 17-0 (Absent: San Mateo County, San Mateo County, Burlingame, Los Banos, Millbrae, Redwood City)

| JURISDICTION        | BOARD MEMBER               | YES | NO | ABSTAIN | ABSENT |
|---------------------|----------------------------|-----|----|---------|--------|
| San Mateo County    | Director Corzo             |     |    |         | X      |
| San Mateo County    | Director Mueller           |     |    |         | 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 Dinan             | X   |    |         |        |
| Foster City         | Director Jimenez           | X   |    |         |        |
| Half Moon Bay       | Director Jonsson           | X   |    |         |        |
| Hillsborough        | Director Ragsdale          | X   |    |         |        |
| Los Banos           | Director Amabile           |     |    |         | X      |
| Menlo Park          | Director Nash              | X   |    |         |        |
| Millbrae            | Director Fung              |     |    |         | X      |
| Pacifica            | Director Boles             | X   |    |         |        |
| Portola Valley      | Director Taylor            | 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**

2. [Chair Report \(Discussion\)](#)  **YouTube**

Marty Medina, Chair of the Board, gave a report welcoming everyone to the meeting.

3. [CEO Report \(Discussion\)](#)  **YouTube**

Shawn Marshall, Chief Executive Officer, gave a presentation including a facilities update, an overview of March Community events, and upcoming April Events.

Mike Mielke, Senior Manager, Legislative Affairs, gave a brief legislative update.

Public Comment: None

4. [Approval of Appointments to the Executive Committee and the Audit and Finance Committee \(Action\)](#)  [YouTube](#)

Marty Medina, Chair of the Board, shared the proposed slates to the Executive Committee and the Audit and Finance Committee.

**MOTION:** Director Loraine moved, seconded by Director Boles to confirm the appointments as follows:

To the Executive Committee: Rick DeGolia, Atherton, Tom McCune, Belmont, Coleen Mackin, Brisbane, Donna Colson, Burlingame, Leslie Ragsdale, Hillsborough, Vice Chair, Betsy Nash, Menlo Park, Anders Fung, Millbrae, Marty Medina, San Bruno, Chair, John Dugan, San Carlos

To the Audit and Finance Committee: Donna Colson, Burlingame, Mark Dinan, East Palo Alto, Stacy Jimenez, Foster City, Michael Amabile, Los Bano, Elmer Martinez Saballos, Redwood City.

**MOTION PASSED:** 17-0 (Absent: San Mateo County, San Mateo County, Burlingame, Los Banos, Millbrae, Redwood City)

| JURISDICTION        | BOARD MEMBER               | YES | NO | ABSTAIN | ABSENT |
|---------------------|----------------------------|-----|----|---------|--------|
| San Mateo County    | Director Corzo             |     |    |         | X      |
| San Mateo County    | Director Mueller           |     |    |         | 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 Dinan             | X   |    |         |        |
| Foster City         | Director Jimenez           | X   |    |         |        |
| Half Moon Bay       | Director Jonsson           | X   |    |         |        |
| Hillsborough        | Director Ragsdale          | X   |    |         |        |
| Los Banos           | Director Amabile           |     |    |         | X      |
| Menlo Park          | Director Nash              | X   |    |         |        |
| Millbrae            | Director Fung              |     |    |         | X      |
| Pacifica            | Director Boles             | X   |    |         |        |
| Portola Valley      | Director Taylor            | 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      |

Public Comment: None

5. [Peninsula Clean Energy Rate and Program Affordability Overview \(Discussion\)](#)  **YouTube**

Shalini Swaroop, Chief Operating Officer gave a presentation of Peninsula Clean Energy's rate and program affordability.

Justin Kudo, Associate Director of Rates and Strategic Analysis, and Jeremy Waen, Senior Director, Regulatory Policy, answered questions from the Board.

Public Comment: None

6. [Solar+Storage for Public Buildings Program - Contract Amendment with McMillan Electric to Increase the Not-To-Exceed by \\$5.8 Million for a Total of \\$35.8 Million for Solar, Battery Storage, and EV charging and Associated Power Purchase Agreements \(Action\)](#)  **YouTube**

Jennifer Stalzer, General Counsel, noted an At-Places Memo reducing the amount of the contract amendment to \$5 million, a reduction of \$800,000 from the amount notated on the Agenda.

Peter Levitt, Senior Manager, Distributed Energy Resources gave a presentation on the contract amendment with McMillan Electric.

Public Comment: None

**MOTION:** Director DeGolia moved, seconded by Director Coleman to Delegate Authority to Chief Executive Officer, in a form approved by the General Counsel, to execute an amendment to the Engineering, Procurement, and Construction (EPC) Contract with McMillan Electric increasing the Not to Exceed amount by \$5 million for a total not to exceed of \$35,000,000, and authorize the execution of the associated Power Purchase Agreement (PPA) amendments for the deployment of solar, battery, and EV charging systems.

**MOTION PASSED:** 17-0 (Absent: San Mateo County, San Mateo County, Burlingame, East Palo Alto, Los Banos, Redwood City)

| JURISDICTION     | BOARD MEMBER          | YES | NO | ABSTAIN | ABSENT |
|------------------|-----------------------|-----|----|---------|--------|
| San Mateo County | Director Corzo        |     |    |         | X      |
| San Mateo County | Director Mueller      |     |    |         | 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 Dinan        |     |    |         | X      |
| Foster City      | Director Jimenez      | X   |    |         |        |
| Half Moon Bay    | Director Jonsson      | X   |    |         |        |
| Hillsborough     | Director Ragsdale     | X   |    |         |        |
| Los Banos        | Director Amabile      |     |    |         | X      |

|                     |                            |    |  |  |   |
|---------------------|----------------------------|----|--|--|---|
| Menlo Park          | Director Nash              | X  |  |  |   |
| Millbrae            | Director Fung              | X  |  |  |   |
| Pacifica            | Director Boles             | X  |  |  |   |
| Portola Valley      | Director Taylor            | 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 |

## 7. [Board Members' Reports \(Discussion\)](#) [YouTube](#)

Vice Chair Ragsdale noted a fantastic Community Feedback Forum on March 4<sup>th</sup> and encouraged participation at the upcoming meeting on May 4<sup>th</sup> in Redwood City.

Director Gonzalez offered appreciation for the GovPV installations on the Colma Police Department and Town Hall.

Director Mackin shared that Brisbane now has a solar installation on their library and a pool with a heat pump water heater.

Director Loraine shared a report on the ribbon cutting of the sustainability hub at the San Mateo Community College District and the Sustainable San Mateo County event held the evening prior.

Director Nash shared the cape from the Sustainable San Mateo County event.

## **ADJOURNMENT**

Meeting was adjourned at 8:05 p.m.



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 17, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Executive Committee  
**FROM:** Shawn Marshall, Chief Executive Officer  
**SUBJECT:** CEO Report (Discussion)

**RECOMMENDATION**

This report is provided monthly to the Board of Directors and is informational only.

**BACKGROUND**

During the Board meeting, CEO Shawn Marshall will provide an update on a variety of PCE topics and activities of interest including summary results from PCE's annual employee survey, the upcoming Cal-CCA Conference, a report out on national lobby days sponsored by the Community Choice Energy Alliance, and State and Federal policy updates.

**PCE Named a "2026 Best Place to Work"** by *SF Business Times* and *Silicon Valley Business Journal*. More to come in June.

**Heat Pump Water Heater Temporary Incentive**

PCE is running a temporary \$500 increase for our Heat Pump Water Heater rebate, in coordination with SJCE and SVCE. Residents can receive up to \$4,000 when upgrading to a heat pump water heater between April 1 - May 31.

**PCE In the Community**

|      |                                |
|------|--------------------------------|
| 4/25 | Love Our Earth, East Palo Alto |
| 4/25 | Dia de los Niños, San Bruno    |
| 4/26 | Earth Day Festival, Atherton   |
| 5/3  | Cinco De Mayo, East Palo Alto  |

**PCE Staffing Update**

## **Recent Promotions - Congratulations!**

**Brianna Arroyo** to Deputy Clerk, Administrative Services

**Leslie Brown** to Senior Director of Account Services

**Ross Fisher** to Manager, Distributed Energy Programs

**Jaden Hanan** to Senior Specialist, Account Services

**Gaby Ibarra** to Senior Analyst, Electrification Programs

**Shayna Levia** to Associate Manager, Power Resources

**Lilly Meek** to Senior Specialist, Community Relations

**Carlos Moreno** to Associate Manager, Programs

**Andy Wang** to Senior Data Engineer, Data and IT

## **Open Positions:**

[Customer Success/Administrative Assistant \(part-time, fixed-term\)](#)

[Project Coordinator, Part Time](#)



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 13, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Gwen Rose, Director of Marketing & Community Relations

**SUBJECT:** Approve the Recommended Direction as Presented by Staff for the WestLight Energy Visual Identity, Tagline, and Brand Expression Elements (Action)

**RECOMMENDATION**

Approve the recommended direction as presented by staff for the WestLight Energy visual identity, tagline, and brand expression elements.

**BACKGROUND**

As part of the WestLight Energy rebrand, Peninsula Clean Energy engaged Owen Jones & Partners, a branding agency, to lead development of the brand identity, including the visual system, messaging framework, and tagline.

This work has followed a structured process that includes defining brand experience goals, audience strategy, messaging, and visual expression. The objective is to ensure the WestLight Energy brand reflects the Agency's mission, reinforces customer trust, and supports long-term awareness and engagement.

PCE's marketing working group has been involved throughout the process and the Executive Committee received an initial overview of this approach at its meeting in March and provided targeted feedback regarding the brand expression and visual identity elements at its meeting on April 13, 2026.

**DISCUSSION**

**Brand Identity**

Since the April 13, 2026 Executive Committee meeting, staff and Owen have refined the brand identity system with a focus on clarity, differentiation, and flexibility across customer-facing applications.

The proposed brand identity includes:

- A cohesive visual system (logo, typography, color palette, and design elements)

- A refined messaging framework and tagline
- Supporting “hero” language to articulate WestLight Energy’s community impact, clean energy leadership, and value proposition

The recommended direction reflects extensive exploration of multiple concepts and incorporates feedback from staff, the Marketing Working Group, and the Executive Committee. It is designed to:

- Clearly differentiate the WestLight Energy brand in the market
- Minimize customer confusion during the transition
- Provide a flexible system that can support campaigns, programs, and long-term brand evolution

The work is a foundational component of the broader 2026 marketing objectives, which are focused on:

- Ensuring a clear, low-confusion transition to WestLight Energy for customers, partners, and stakeholders
- Building awareness, trust, and continuity across all customer-facing channels
- Celebrating 10 years of impact, community benefit, and clean energy leadership
- Supporting program participation, community engagement, and earned media visibility throughout the year

### **Transition and Implementation**

Following Board approval, the finalized brand identity system will be delivered in early May and will inform the implementation of the new WestLight Energy brand across key touchpoints, including:

- Website and digital platforms
- Customer and partner communications, including customer bills
- Marketing campaigns
- Community outreach and events

The transition to WestLight Energy will be phased to prioritize customer clarity and operational readiness.

### **Timing Dependencies**

The timing and scope of remaining 2026 marketing efforts are dependent on finalizing the brand identity and messaging by end of April, as well as aligning with key transition milestones including system readiness and coordinated rollout sequencing.

### **FISCAL IMPACT**

Brand identity development is budgeted at \$85,000 for strategy, design, and refinement of the visual and messaging system and was included and previously approved in the FY26 budget.

This work is part of a broader marketing and communications effort in 2026, including brand

rollout, brand and program campaigns, community engagement, and 10-year anniversary programming.

### **STRATEGIC PLAN**

The WestLight Energy rebrand advances the 2026–2030 Strategic Plan by strengthening brand clarity, customer trust, and public awareness in support of the Customer-Focused Approach. These efforts help position WestLight Energy as we enter the next decade with strengthened credibility, visibility, and community partnerships.

**RESOLUTION NO. \_\_\_\_\_**

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

---

**APPROVE THE RECOMMENDED DIRECTION AS PRESENTED BY STAFF FOR THE WESTLIGHT ENERGY VISUAL IDENTITY, TAGLINE, AND BRAND EXPRESSION ELEMENTS (ACTION)**

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**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**, PCE has undertaken a rebranding effort and engaged a consultant to develop a brand identity, including visual system, messaging, and tagline; and

**WHEREAS**, the proposed brand identity has been reviewed by staff and the Executive Committee and is designed to support customer awareness, trust, and a smooth transition; and

**WHEREAS**, approval is needed to finalize and implement the brand across communications and customer-facing platforms;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board approves the WestLight Energy visual identity, tagline, and brand expression elements, as presented, to enable finalization and implementation of the brand system.



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 14, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** Majority Vote

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Jana Kopyciok-Lande, Director of Innovation Strategy

**SUBJECT:** Review and Approval of an Agreement with the Association for Energy Affordability for the Equitable Building Decarbonization Program for a Total Not-to-Exceed Amount of \$2,412,000, Inclusive of \$1,440,000 to Serve Single-Family Homes and \$972,000 to Serve Multi-Family Homes (Action)

**RECOMMENDATION**

Approval of and delegation of authority to the Chief Executive Officer (CEO) to execute an agreement with the Association for Energy Affordability (AEA) for the Equitable Building Decarbonization (EBD) Program with a term through November 2029 and a total not-to-exceed amount of \$2,412,000 inclusive of \$1,440,000 to serve single-family homes and \$972,000 to serve multi-family homes.

**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. In 2018, PCE initiated customer and community programs, which have been developed within three major pillars: Building decarbonization, transportation decarbonization and distributed energy resources (DERs). In 2024, PCE created an Innovation Strategy (IS) department with the goal of pursuing advanced energy initiatives that support and grow PCE's customer programs. One of the core goals of the IS department is to identify sources for revenue diversification for PCE's energy programs. In pursuit of this goal, the Innovation Strategy department has applied for public funding opportunities that can support and broaden PCE's programmatic goals. One such funding opportunity is the EBD program, which provides additional funding for PCE's Home Upgrade Services (HUS) program.

PCE's HUS program provides a suite of services to help residents electrify their homes: (1) a self-service option where customers can access rebates and zero percent loans; (2) personalized support and free custom guidance through PCE's Concierge Service, and (3) a full-service option where electrification measures are installed through a direct install (DI) pathway by pre-vetted contractors. Low-income customers can access the full-service option at no cost while non-low-income customers can participate at cost.

Assembly Bill (AB) 209 (September 2022) directed the California Energy Commission (CEC) to develop and implement the EBD Program with a statewide budget of approximately \$567 million. The primary goals of the program are to accelerate deployment of low-carbon building technologies, reduce greenhouse gas emissions from existing buildings, and advance energy equity.

The EBD Direct Install (DI) Program provides electrification measures for low-income households in under-resourced communities and is implemented in three regions – Northern, Central and Southern California. In the spring of 2024, the CEC ran a grant funding opportunity (CEC GFO -23-404) to identify program administrators for each of the three regions. PCE partnered with two lead applicants in this GFO – AEA for the Northern California region (which covers San Mateo County) and the Center for Sustainable Energy (CSE) for the Central California region (which covers Los Banos). Both applicants were successful under the GFO and were selected as a “Regional Administrator” for the EBD. Hence, PCE is now collaborating with both partner agencies in the implementation of the EBD program.

PCE’s intent in partnering with lead applicants on the EBD GFO was to bring EBD funding into PCE’s service area and to expand the funding available for PCE’s HUS full-service program for low-income customers. The EBD DI program is initially being implemented only in select areas of the state (so called “Initial Community Focus Areas”). PCE advocated with the lead applicants to focus on PCE’s service area and was successful in assigning East Palo Alto as an Initial Community Focus Area in the Northern California region and Los Banos as an Initial Community Focus Area in the Central California region. These two areas were identified as under-resourced communities per the definition of the CEC-- where customers are faced with higher-than-average energy burdens, high levels of ambient air pollution, and being underserved by existing programs (among other factors). The intent of the EBD program is to eventually roll out to other areas of the state as well. However, no specific timeline or funding allocation has been set to date.

Following the selection as winning bidders under the CEC GFO, PCE began engaging with the lead applicants in formalizing the collaboration on the EBD program. At this time, PCE staff is bringing the proposed contract with AEA for the Initial Community Focus Area in East Palo Alto to the Board of Directors. The rollout of the EBD program in Los Banos with the Center for Sustainability Energy is slated for Q4 2026. A contract with CSE will be brought to the Executive Committee and the Board at that time.

## **DISCUSSION**

The contract with AEA has a term through November 2029 and describes the scope of work, as well as the roles and responsibilities of both AEA and PCE in the implementation of the EBD program in East Palo Alto (“EPA EBD Program”).

### **Scope of Work**

PCE and AEA plan on serving up to 100 single-family homes and up to 90 multi-family units with whole-home electrification retrofits under the EPA EBD Program. There are approximately 3,000 low-income customers enrolled in CARE or FERA rates in East Palo Alto, so the program plans on serving about 6% of eligible customers. The customer eligibility requirements are defined in the [EBD’s Program Guidelines](#) and focus on low-income customers (i.e., income at or below 80% of the area median income (AMI) in under-resourced

communities).

Participating customers will be offered whole-home electrification at no cost to the customer. It is the goal of the program to electrify at least two, but preferably all four, end uses in a home (space heating, water heating, cooking and clothes drying). In addition to the electrification measures, the EBD program also offers basic energy efficiency (EE) upgrades and related home remediation upgrades (e.g., electrical panel upgrades).

The EBD program establishes various cost containment and customer protection strategies to ensure efficient, transparent and equitable program implementation. While the overall electrification project itself does not have a cost cap, the average electrical and remediation costs are capped at \$6,000 per project. Regional administrators also have to implement cost control mechanisms such as cost analysis, competitive bidding, and standard pricing for eligible measures. The [EBD Program Guidelines](#) also outline detailed tenant protection requirements for customers in multi-family settings (see section C). Tenant protections include rent increase limitations, eviction protections, information for tenants and property owners on rights and responsibilities under the program, and requirements related to project work and temporary displacement.

### Roles and Responsibilities

AEA is the Regional Administrator for the EBD DI program in Northern California and oversees the implementation of the program in all Initial Community Focus Areas. In that role, AEA manages all EBD implementation partners, vendors, and contractors who in turn handle customer enrollment and management, as well as contractor management. Importantly, PCE is not involved in the administration or implementation of the EPA EBD Program. The AEA conducted a competitive procurement in Q4 of 2025 for installation contractor services that included East Palo Alto as a specified service territory.

PCE's role is to provide co- funding for the EPA EBD program to further scale the reach of the program in East Palo Alto. PCE will co- fund 30% of total project costs after incentives from other sources have been considered. In doing so, EBD funds can stretch further in East Palo Alto, allowing more customers to take advantage of the complimentary program offering. In addition, PCE can integrate the load-modification resources (such as heat pump water heaters (HPWHs) and smart control thermostats (SCT) installed under the EPA EBD Program under its Distributed Energy Resource Management System (DERMS). *Importantly, EBD funding in EPA allows PCE's existing Home Upgrade Program funds to be maximized in order to achieve three times the results with the same amount of PCE ratepayer funding.*

### **FISCAL IMPACT**

AEA is planning on serving up to 100 single-family customers and up to 90 multi-family units under the EPA EBD Program. Participating customers receive whole-home electrification measures at no cost at an estimated value of up to \$8.04 million across the EPA EBD Program. Assuming no incentives from other sources, the EBD program (via AEA) contributes 70% of those costs (\$5.628 million) while PCE contributes 30% (\$2.412 million).

To ensure cost containment, PCE has the right to audit any single-family project with forecasted project costs at or above \$40,000 and any multi-family project with forecasted

project costs at or above \$30,000 before the scope of work for the project is finalized.

PCE is requesting that the Board of Directors approve the following not-to-exceed budgets to the Board to co-fund the customer incentives under the EPA EBD Program:

Single-family: **\$1,440,000** (up to 100 single-family homes with forecasted project costs of \$40,000 per home and a 20% buffer)

Multi-family: **\$972,000** (up to 90 multi-family units with forecasted project costs of \$30,000 per unit and a 20% buffer)

The total NTE budget under the contract is **\$2,412,000**.

### **STRATEGIC PLAN**

The EPA EBD Program supports the following elements of the PCE 2026 – 2030 Strategic Plan:

#### **Strategic Priority: Equity Programs**

- Goal: Secure at least \$20 million in external grant funding to design, launch and grow Equity-focused energy programs that deliver direct benefits to vulnerable customers and communities.

### **ATTACHMENTS:**

[Contract\\_EBD\\_PCE-AEA\\_2026-4-10.pdf](#)

**RESOLUTION NO. \_\_\_\_\_**

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

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**REVIEW AND APPROVAL OF AN AGREEMENT WITH THE ASSOCIATION FOR ENERGY AFFORDABILITY FOR THE EQUITABLE BUILDING DECARBONIZATION PROGRAM FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$2,412,000, INCLUSIVE OF \$1,440,000 TO SERVE SINGLE-FAMILY HOMES AND \$972,000 TO SERVE MULTI-FAMILY HOMES (ACTION)**

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**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**, one of the goals of the Innovation Strategy department is to identify sources for revenue diversification for PCE’s energy programs; and

**WHEREAS**, PCE participated with the Association for Energy Affordability (AEA) in the California Energy Commission’s (CEC) grant funding opportunity for the Equitable Building Decarbonization Program (EBD) with the goal of bringing EBD funding into PCE’s service area; and

**WHEREAS**, the Association for Energy Affordability was selected as the administrator of the EBD Direct Install program in the Northern California region; and

**WHEREAS**, East Palo Alto was designated as an “Initial Community Focus Area” under the EBD; and

**WHEREAS**, as Regional Administrator, AEA conducted the Request for Proposals and competitive selection of installation contract services pursuant to the program and leads the implementation of the EBD Program in East Palo Alto; and

**WHEREAS**, participating low-income customers will receive whole-home electrification at no cost with an estimated value of up to \$8.04 million; and

**WHEREAS**, PCE will co-fund 30% of the total whole-home electrification project costs in PCE’s service territory after incentives from other sources have been considers to allow more customers to utilize the EBD Program in East Palo Alto; and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the Board delegates authority to the Chief Executive Officer, in a from approved by General Counsel, to: Execute an agreement with the Association for Energy Affordability for the Equitable Building Decarbonization Program with a term through November 2029 and a total not to exceed

amount of \$2,412,000 inclusive of \$1,440,000 to serve single-family homes and \$972,000 to serve multi-family homes.

# **AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND ASSOCIATION FOR ENERGY AFFORDABILITY**

This Agreement is entered into this [day] day of [month], [year], by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and the Association for Energy Affordability (AEA), hereinafter called "Contractor".

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of collaboration on the Equitable Building Decarbonization (EBD) program.

**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—Services

Exhibit B—Payments and Rates

## **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor 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 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 \$2,412,000. 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.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from the date of execution through November 13, 2029.

#### **5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor 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, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement that are consistent with those services described in Exhibit A and performed to the satisfaction of PCEA. 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 Contractor as soon as is reasonably possible after PCEA learns of said unavailability of outside funding.

#### **6. Relationship of Parties**

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

#### **7. Hold Harmless**

##### **a. General Hold Harmless**

Contractor 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 or the EBD Program, the performance of any work or services required of Contractor 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 Contractor 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 Contractor'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, Contractor'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 Contractor 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.

#### **b. Construction Indemnification**

To the fullest extent permitted by California law, including without limitation California Civil Code Section 2782, Contractor shall also indemnify, defend, and hold harmless PCEA its officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees), but only to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, or the acts or omissions of its subcontractors, suppliers, or anyone directly or indirectly employed by them or for whose acts they may be liable, in connection with:

- i. The design, construction, installation, or completion of the project;
- ii. Defects in workmanship, materials, or construction.
- iii. Personal injury, death, or property damage occurring in connection with the construction activities; and
- iv. Any failure to comply with applicable laws, codes, regulations, permits, or approvals.

#### **8. No Control or Responsibility.**

The parties expressly acknowledge and agree that PCE is providing financial support only and shall have no control over, and shall not be responsible for, the design, engineering, construction means, methods, techniques, sequences, procedures, safety programs, supervision, or coordination of the work, nor for the selection or oversight of contractors or subcontractors. No review, approval, inspection, or monitoring by PCE, or

its receipt of reports or updates, shall be deemed to create or imply any such control or responsibility.

This indemnification obligation shall apply regardless of the fact that PCE is contributing up to thirty percent (30%) of the improvements, and such financial contribution shall not be construed to impose any construction-related liability or duty.

Limitations: This Section shall not be construed to require Contractor to indemnify or defend any Indemnified Party for claims arising from the sole or active negligence, or willful misconduct, of that Indemnified Party, to the extent such indemnification is prohibited by California law.

## **9. Assignability and Subcontracting**

Contractor 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 Contractor 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**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor'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 and Submission of Invoices**

Invoices shall only be submitted by electronic form by sending an email to both the **PCEA project contact's email address** and to **PCEA's Finance email address** ([finance@peninsulacleanenergy.com](mailto:finance@peninsulacleanenergy.com)). Contractor shall submit a completed W-9 form electronically to the same email addresses. Contractor understands that no invoice will be paid by PCEA unless and until a W-9 Form is received by PCEA.

## **12. Insurance**

### **a. General Requirements**

Contractor 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 Contractor shall use diligence to

obtain such insurance and to obtain such approval. Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor 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**

Contractor 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, Contractor 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**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor 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 Contractor's operations under this Agreement, whether such operations be by Contractor, 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<br>(Applies to all agreements)                              | \$1,000,000 |
| Yes | Motor Vehicle Liability Insurance<br>(Yes, if motor vehicle is used in performing services) | \$1,000,000 |
| Yes | Professional Liability Insurance<br>(Yes, if Contractor is a licensed professional)         | \$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 Contractor 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.

Contractor 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**

Contractor 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. Contractor's equal employment policies shall be made available to PCEA upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor 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 contractors 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, Contractor 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 Contractor 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 contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

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

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

☐ Finding(s) of discrimination have been issued against Contractor 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, Contractor

shall provide PCEA with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor 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 Contractor 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 Contractor 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 Contractor from being considered for or being awarded a PCEA contract for a period of up to 3 years,

**15. Confidential Information**

(a) Contractor shall maintain in confidence and not disclose to any third party or use in any manner not required or authorized under this Agreement any and all Confidential Information held by PCEA.

(b) The term "Confidential Information" includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant

to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov't Code Section 7920.000, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

(c) As practicable, PCEA shall mark Confidential Information with the words "Confidential" or "Confidential Material" or with words of similar import, or, if that is not possible, PCEA shall notify the Contractor (for example, by cover e-mail transmitting an electronic document) that the material is Confidential Information. PCEA's failure or delay, for whatever reason, to mark or notify Contractor at the time the material is produced shall not take the material out of the coverage of this Agreement.

(d) Contractor will direct its employees, contractors, consultants, and representatives who have access to any Confidential Information to comply with the terms of this Section.

(e) Upon termination or expiration of this Agreement, Contractor shall, at PCEA's exclusive direction, either return or destroy all such Confidential Information and shall so certify in writing, provided, however, any Confidential Information (i) found in drafts, notes, studies, and other documents prepared by or for PCEA or its representatives, or (ii) found in electronic format as part of Contractor's off-site or on-site data storage/archival process system, will be held by Contractor and kept subject to the terms of this provision or destroyed at Contractor's option. The obligations of this provision will survive termination or expiration of this Agreement.

## **16. Data Security**

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident ("Personal Information"), Contractor shall maintain reasonable and appropriate security procedures to protect that Personal Information and shall inform PCEA immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. Contractor shall not use Personal Information for direct marketing purposes without PCEA's express written consent. For purposes of this provision, security procedures are "reasonable and appropriate" when they (i) adequately address all reasonably foreseeable threats to Personal Information, (ii) are appropriate to the quantity, sensitivity, and type of Personal Information accessed and the way that information will be accessed, and (iii) comply with all laws, regulations, and government rules or directives applicable to the Contractor in connection with its access of Personal Information.

## **17. Retention of Records; Right to Monitor and Audit**

(a) Contractor 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 Contractor shall be subject to the examination and/or audit by PCEA, a Federal grantor agency, and the State of California.

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

(c) Contractor 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.

## **18. 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.

## **19. 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.

## **20. 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 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  
Telephone: 650-474-5002  
Email: [smarshall@peninsulacleanenergy.com](mailto:smarshall@peninsulacleanenergy.com)

In the case of Contractor, to:

Name/Title: Andrew Brooks, Managing Director  
Address: 5900 Hollis St. Suite R2, Emeryville, CA 94608  
Telephone: 510-431-1791  
Email: [abrooks@aeacleanenergy.org](mailto:abrooks@aeacleanenergy.org)

## **21. Electronic Signature**

PCEA and Contractor 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.

## **22. No Recourse Against PCEA's Member Agencies**

Contractor 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. Contractor 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: \_\_\_\_\_

Shawn Marshall, Chief Executive Officer, Peninsula Clean Energy Authority

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

ASSOCIATION FOR ENERGY AFFORDABILITY

By: \_\_\_\_\_

Andrew Brooks, Managing Director, Association for Energy Affordability

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

## **Exhibit A**

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

### **OVERVIEW AND CONTEXT**

Peninsula Clean Energy (PCE) and the Association for Energy Affordability (AEA) are coordinating on the implementation of an “Initial Community Focus Area” in East Palo Alto under the Statewide Direct Install (DI) Program of the [Equitable Building Decarbonization \(EBD\)](#) program. AEA is the lead regional administrator (RA) of the EBD’s DI Program in the Northern California region. For the purposes of the Initial Community Focus Area in East Palo Alto, AEA will leverage funding from PCE’s Home Upgrade Services (HUS) direct-install program to further scale whole-home electrification in East Palo Alto.

#### [Equitable Building Decarbonization Program](#)

Assembly Bill (AB) 209 (September 2022) directs the California Energy Commission (CEC) to develop and implement the EBD Program with two core components– a direct install program and a statewide incentive program. The primary goals of the EBD Program are to accelerate deployment of low-carbon building technologies, reduce greenhouse gas emissions from existing buildings, and advance energy equity.

The EBD DI Program provides electrification measures for low-income households in under-resourced communities and is implemented in three regions – Northern, Central and Southern California. AEA, alongside other partners, was selected by the CEC via a competitive grant solicitation as the RA of the EBD DI Program in Northern California. As part of their grant application, AEA had proposed to leverage PCE’s existing HUS program to establish an “Initial Community Focus Area” under the EBD’s DI Program in East Palo Alto. An Initial Community Focus Area is defined as under-resourced communities that will be served in the initial phase of the EBD DI Program.

#### [PCE’s Home Upgrade Services Program](#)

PCE’s [Home Upgrade Services \(HUS\)](#) program offers various pathways for residential customers to electrify their homes. This includes a [direct-install program](#) that provides electrification upgrades to low-income, single-family households in San Mateo County and Los Banos in Merced County. PCE has been operating this direct-install program since 2021. In its first phase from 2021-2023, it served 305 households and installed 356 measures. In 2023, the PCE Board of Directors approved expanded funding for HUS, the majority of which is dedicated to the direct-install pathway. The goal is to

provide whole-home electrification for 575 income-qualified customers in PCE's service area by June 2027.

## SCOPE OF WORK

### Initial Community Focus Area

The city of East Palo Alto, located in San Mateo County in EBD's Northern Region, will serve as an Initial Community Focus Area under the EBD DI Program. East Palo Alto meets many of the criteria for Initial Community Focus Areas, e.g., likely bill savings, higher than average energy burdens, high levels of ambient air pollution, and being underserved by existing programs. PCE and AEA plan on serving up to 100 single-family homes and up to 90 multi-family units with whole-home electrification retrofits under the East Palo Alto EBD DI Program by November 13, 2029.

### Eligible Customers

The East Palo Alto EBD DI Program will follow the community eligibility and household/property eligibility requirements of the EBD DI program for both single-family and multi-family customers. Multi-family customers are defined as properties with 5 or more units. The only additional requirement is that the customer must receive PCE generation service (for multi-family customers, the common area meter must receive PCE generation service).

### Customer Offering

Under the East Palo Alto EBD DI Program, all participating customers will be offered whole-home electrification (i.e., all end uses in the home will be electrified), as well as basic energy efficiency (EE) upgrades and related home remediation upgrades (e.g., electrical panel upgrades). Whole-home electrification will be achieved by stacking incentive funds provided under the EBD, PCE's HUS, and other building decarbonization programs. The incentive stacking will occur on the backend - customers will not be aware of these complexities and will instead be offered one comprehensive program.

PCE and AEA will collaborate on the technical design approach for the electrification upgrades under the East Palo Alto EBD DI Program. The EBD Implementer will then conduct a home assessment for each participating customer which will establish the proposed scope of work and forecasted "Eligible Project Costs" of the project. Eligible Project Costs include:

1. Eligible electrification and EE measures per the [EBD DI Program guidelines](#); and

2. Eligible electrification and EE measures per the PCE HUS DI Program guidelines; and
3. Remediation and safety measures per the EBD DI and PCE HUS DI Program guidelines (with an average cost cap of \$6,000 as described in the EBD DI Program guidelines)

Eligible Project Costs only cover the costs incurred for the electrification project, as well as associated EE and home remediation upgrades. They do not include any costs incurred by the EBD Implementer or Regional Administrator (i.e., implementation or administration costs).

Customers will sign a Customer Participation Agreement that contains the terms and conditions for the EBD DI program, as well as the terms and conditions for co-funding through the PCE HUS program.

## **ROLES AND RESPONSIBILITIES**

### **Association for Energy Affordability**

AEA is the RA for the EBD DI Program in the Northern Region and oversees implementation of all Initial Community Focus Areas in Northern California. AEA will leverage the existing processes of the EBD DI Program to recruit, enroll and manage customers under the East Palo Alto EBD DI Program. AEA will also oversee and manage all EBD implementation partners, vendors and contractors. For customers, the program will be branded as the EBD DI Program, with co-branding by the PCE Home Upgrade Services program, as allowed by CEC.

### **Peninsula Clean Energy**

PCE will provide co-funding for the East Palo Alto EBD DI Program to scale the reach of the program in East Palo Alto. PCE's roles and responsibilities include:

- Support the EBD program team with customer targeting as well as marketing and outreach activities as requested;
- Co-fund 30% of the Eligible Project Costs as further defined in Exhibit B.

To be able to justify expenditure under the East Palo Alto EBD DI Program, PCE will receive a Program Participation Report from AEA every other week, including but not limited to:

- Information about participating customers and their status in the EBD process;
- Measure details as well as forecasted and actual costs per project;
- Installation timeline, including project completion date
- Contractor information

Data provided for each project will depend on the status of the project within the EBD participation process. Measure and project costs, for example, will show as estimates for projects which have not passed the assessment phase, and as actual costs for projects which have reached completion.

In addition, PCE can integrate the load-modification resources (such as heat pump water heaters (HPWHs) and smart control thermostats (SCT) that control a heat pump HVAC system installed under the East Palo Alto EBD DI Program under its Distributed Energy Resource Management System (DERMS). Additional details regarding the load modification provisions are provided in the Customer Participation Agreement.

## **Exhibit B**

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

### **Fee Structure**

The PCE HUS funds will serve as a supplemental funding source for the EBD DI Program to scale home electrification in East Palo Alto. The scope of work and Eligible Project Costs for each project will be established via a home assessment and contractor work order and will be funded as follows:

1. The EBD Implementer will identify any other public funding sources that are available to cover a portion of the Eligible Project Costs such as TECH HEEHRA, TECH, California Energy Smart Homes, or Golden State;
2. PCE's HUS will cover 30% of the remaining Eligible Project Costs after other incentives have been considered;
3. The EBD DI Program will cover the remaining Eligible Project Costs of the whole-home electrification project.

For any single-family project where the Eligible Project Costs exceed \$40,000 and for multi-family projects where the Eligible Project Costs exceed \$30,000 per unit, PCE has the right to pre-approve the scope of work before PCE funding can be committed to the project.

### **Payment Process**

#### **Calculation of PCE's Co-Funding Share**

PCE's co-funding share per project will be established based on the total Eligible Project Costs and incentives from other sources established in the work order to the contractor.

#### **Cost Reporting by Stage**

AEA will report PCE's co-funding share in the Program Participation Report at three stages:

- **Post-Assessment:** Estimated Eligible Project Costs are reported. No PCE funding committed at this stage, but costs are visible for planning purposes and for potential project auditing.

- **Work Order:** Eligible Project Costs and incentives from other sources are established and reported. PCE calculates and commits its 30% co-funding share based on these costs.
- **Complete:** Actual Eligible Project Costs and incentives from other sources are reported upon project completion. Any potential difference in Total Eligible Project Costs between the Work Order and the Complete stage (e.g., due to change orders) will be assumed by the EBD program. PCE's co-funding share will not be adjusted.

### Invoicing

AEA will invoice PCE every two weeks, with each invoice reflecting PCE's 30% co-funding share of Eligible Project Costs minus incentives from other sources for all projects that reached the "Work Order" stage during that period.

### Not-to-Exceed Budget

PCE will contribute 30% of total Eligible Project Costs (after considering other incentives) for both single-family and multi-family projects. The contract NTE is calculated as follows:

#### Single-family

- Total Eligible Project Costs for each project are forecasted at \$40,000 per project;
- This does not include incentives from other sources which may lower the per project costs;
- The EBD's goal is to serve up to 100 single-family homes in East Palo Alto;
- A buffer of 20% is added to the total to account for overages.

The NTE budget for single-family homes amounts to \$1,440,000 over the contract term.

#### Multi-family

- Total Eligible Project Costs are forecasted at \$30,000 per unit;
- This does not include incentives from other sources which may lower the per project costs;
- The EBD's goal is to serve up to 90 multi-family units in East Palo Alto;
- A buffer of 20% is added to the total to account for overages.

The NTE budget for multi-family homes amounts to \$972,000 over the contract term.

The total NTE budget under this contract is \$2,412,000.



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 10, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors

**FROM:** Rafael Reyes, Senior Director of Energy Programs

**SUBJECT:** Community Energy Programs Quarterly Report

**BACKGROUND**

The following programs are in progress, key metrics are provided in the table here and detailed information is provided below.

|                                                                  |                                                                                                                                                                                                                       |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Buildings</b>                                                 |                                                                                                                                                                                                                       |
| Home Upgrade Rebates (Appliance Rebates)                         | 6,390 measures rebated (+91 M/M); 1,296 loans issued (+23 M/M)                                                                                                                                                        |
| Home Upgrade Full-Service Installations & Emergency Water Heater | 2024- phase (new): 68 homes completed.<br>Emergency Water Heater Installations: 16<br>2021-2014 phase (old): 305 homes completed. Closed.                                                                             |
| Home Upgrade Personalized Support                                | 227 support calls completed (39 in Q1 26)                                                                                                                                                                             |
| GovBE                                                            | 5 GovBE projects, 4 SchoolsBE projects                                                                                                                                                                                |
| Reach Codes                                                      | 4 cities adopted existing building codes: Menlo Park, San Mateo, Portola Valley, East Palo Alto                                                                                                                       |
| <b>Distributed Resources</b>                                     |                                                                                                                                                                                                                       |
| Residential Solar + Storage                                      | Pursuing \$5.8 million in state rebates towards solar+storage installations; 154 installations complete<br><br>555 installations completed under prior general market program. Enrollment is currently closed.        |
| FLEXmarket                                                       | First round, all 11 commercial and residential projects finished tracking and final payment will be issued in Q2.<br><br>CPUC approved round two for program years 2026-2029. Expected to open for enrollments in Q2. |

|                             |                                                                                                         |
|-----------------------------|---------------------------------------------------------------------------------------------------------|
| GovPV                       | Portfolio: 39 public facilities<br>Completed: 32 sites, 4.57 MW<br>Operational: 15 sites, 1.8 MW        |
| Energy Efficiency           | Application to CPUC submitted in March, approval late 2027                                              |
| Virtual Power Plants        | Targeting the dispatch of 1.2MWh of battery energy capacity from approximately 100 customers by summer. |
| <b>Transportation</b>       |                                                                                                         |
| EV Charging                 | Ports to date: 2,457 (+50 in Q1 26).                                                                    |
| Used EV                     | 1,377 EVs since 2021. (+45 M/M)                                                                         |
| E-Bikes                     | 3,000+ rebates since 2021 (+83 M/M)                                                                     |
| GovEV (fleets)              | 16 enrolled, 4 TA completed, ~4 installs expected in 2026.                                              |
| <b>Other</b>                |                                                                                                         |
| Member Agency Energy Grants | Proposals received from all cities. Projects in-progress.                                               |

## **DISCUSSION**

### **1. Building and EV Reach Codes**

**Background:** In 2018 the Board approved a building “reach code” initiative to support local governments in adopting enhancements to the building code for low-carbon and EV ready buildings. The initiative is a joint project with Silicon Valley Clean Energy (SVCE). The program includes no-cost technical assistance, model codes and other tools. The tools and model code language are available on the project website ([www.BayAreaReachCodes.org](http://www.BayAreaReachCodes.org)). Program has received multiple extensions and expanded to provide technical assistance to builders and facilities managers. The program has had a major influence on state code. The most recent state code (effective January 1st) built on the local reach codes implementing an EV charger or outlet for every new multi-family residence with an assigned parking space. Code also requires heat pump water and space heating in the prescriptive path for new construction, the most common choice of builders.

#### **Status**

- **2026 Reach Codes:** Menlo Park, San Mateo, Portola Valley, and East Palo Alto have adopted existing building reach codes targeting: major renovations, air conditioning replacements, pre-wiring at opportune times. A number of additional cities are exploring adoption.

For more information, please visit <https://bayareareachcodes.org/>

### **2. Building Programs**

#### **2.1 Home Upgrade Rebates and Zero Percent Loans**

**Background:** Approved by the Board in May 2020, Peninsula Clean Energy launched the heat pump water heater (HPWH) rebates in January 2021. Additionally, in August 2021, the Board approved an On-Bill Financing program (referred to as the Zero Percent Loan) and expansion of the program to include heat pump heating and cooling systems. The program

offers qualified residential customers a 0% interest loan up to \$10,000 to fund the cost of eligible electrification upgrades. The Zero Percent Loan program launched in October 2022.

**Status:** The summary table below summarizes the number of rebates and loans issued per year, *outside of the Full-Service Installation Pathway*.

| Measure Type                  | 2021 | 2022 | 2023 | 2024 | 2025  | 2026 |
|-------------------------------|------|------|------|------|-------|------|
| Heat Pump HVAC Rebate         |      | 10   | 948  | 1221 | 1,067 | 129  |
| Heat Pump Water Heater Rebate | 149  | 172  | 588  | 521  | 568   | 45   |
| Electrical Panel Rebate       | 19   | 34   | 177  | 202  | 196   | 12   |
| 0% Loan                       |      | 1    | 342  | 449  | 378   | 121  |

The Loan program has experienced no defaults to date.

A limited time offer campaign to further incentivize heat pump water heater projects launched on April 1 and is running through May 31. Customers may receive an additional \$500 (total of \$4,000 rebate) during this time.

PCE has moved to use the umbrella name “Home Upgrade” for all services for residential home electrification, including the rebates and loans. The Home Upgrade Full-Service Installation service is described in more detail below.

For more information, please visit <https://pencleanenergy.com/all-electric-homes>

### Customer Satisfaction

Scores 1-5, 5=High

| Metric                         | Q1 26 | Lifetime |
|--------------------------------|-------|----------|
| Program Satisfaction           | 4.8   | 4.8      |
| Satisfaction with Water Heater | 4.4   | 4.5      |
| Satisfaction with HVAC         | 4.7   | 4.7      |

## 2.2 Home Upgrade “Full-Service Installation” (includes Low-Income Direct-Install and Emergency Water Heater Service)

**Background:** In May 2020, the Board approved implementing a direct-install low-income home upgrade program to offer minor home repair, energy efficiency, and electrification measures to income-qualified homeowners at no cost to them. The measures implemented in each home varied depending on the home’s needs but included at least one electrification measure. The program launched on September 2021. The Board extended the program through June 30, 2024. The program served 305 homes, including 9 homes who received whole home electrification as part of a pilot within the program.

Following a competitive selection process, the Board approved the \$26M contract with Franklin Energy on February 22, 2024 for the next phase of the program, which will include a scaling-up the number of low-income homes served with whole home electrification upgrades at no-cost to these residents, offering full-service electrification installation services to non-income qualified residents at a low cost, and launching an emergency heat pump water heater replacement service. Silicon Valley Clean Energy (SVCE) also contracted with Franklin for the

joint program.

The program has experienced operational performance challenges and was restructured to improve performance in the second half of 2025, removing Franklin Energy as third-party implementor. PCE selected 3 contractors (Fuse Electric, Villquin, and Super Brothers), following a competitive bid process, to work with directly in this program and PCE transitioned to manage the program directly. The Board approved 3 contracts for these newly selected contractors for total of \$18M in November 2025.

**Status:** The program relaunched in December and has already received over 150 applications. Outreach campaigns are in progress including targeting online advertising, direct mailers in partnership with the City of Menlo Park, canvassing with our program partner, CRC, and community workshops focusing in Belle Haven.

For more information, please visit <https://www.peninsulacleanenergy.com/residential/home-upgrade-services/>

### **2.3 Local Government Building Electrification Program (GovBE)**

**Background:** In August 2023, the Board approved a local government building electrification program to help fund building electrification at local government facilities. The program will offer roughly \$1 million per year in incentives and creates a \$10 million dollar revolving loan fund. Incentives are based on therms saved at a given facility. Incentives and loan are capped at \$600k per jurisdiction per year, each. The program requires a 25% cost-share from non-PCE funds, and will have a streamlined, annual application process.

**Status:** GovBE's 2025 funding round was opened in early June 2025, and applications remain open ongoing. There is \$1 million in incentives available through a competitive application process. At this time, no cities have yet applied for the new round. The team is considering new options to provide to cities which might be more attractive. City staff has indicated staff bandwidth is the primary barrier to taking advantage of these funds.

A separate \$5 million from the surplus funds were allocated for schools, which is open for applications on a rolling basis until funds are exhausted. PCE has coordinated with the San Mateo County Office of Education on rollout. 3 school districts have been approved for funding, and a fourth has applied.

For more information, please visit <https://www.peninsulacleanenergy.com/public-organization/govbe-program-electrification-for-public-buildings/>

### **2.4 Personalized Support Services (Concierge)**

**Background:** In March 2023, the Programs Team presented the Building Electrification Strategy to the BOD as a discussion item. The Building Electrification Strategy included a "hotline" provided electrification planning and technical support. In July 2024, Peninsula Clean Energy hired a new building electrification expert to provide customized support to Peninsula Clean Energy customers.

**Status:** The service launched in 2025. 200+ support calls have been conducted. Callers information requests vary, many seeking high level information on approach and options for electrification. A new post-call personalized electrification planner is now provided to customers.

More info at <https://www.peninsulacleanenergy.com/residential/home-electrification/personalized-support/>

**Customer Satisfaction**

Scores 1-5, 5=High

| Metric               | Q1 26 | Lifetime |
|----------------------|-------|----------|
| Program Satisfaction | 5     | 4.7      |

**3. Distributed Energy Programs**

Peninsula Clean Energy is advancing the distributed energy efforts below to reduce customer electricity bills, provide backup power, enable decarbonization, and to shape customer demand in a way that complements our renewable supply portfolio.

**3.1 Solar and Storage for Public Buildings (“GovPV”)**

**Background:** The Solar and Storage for Public Buildings / GovPV Program aggregates local government facilities into a group procurement of solar and optionally battery storage systems. Peninsula Clean Energy provides no-cost site assessments, preliminary designs, financial analysis, contracting support, public approval management, equipment procurement, and other project development support. Participating sites have systems installed as part of Power Purchase Agreements (“PPAs”) directly with Peninsula Clean Energy, which enable customers to get solar and battery storage at their facilities with no upfront investment. This model enables significant cost savings for participating agencies.

Initial site scoping and up to \$8 million in capital was approved by the Board in October 2020 for the first round, known as “GovPV1”. At the January 2023 Board Meeting, the Board of Directors approved the installation contract and power purchase agreements with 10 jurisdictions in the first round for a total of 12 sites yielding 1.7 MW solar. Battery storage systems are planned for at least three of these facilities.

Round 2 – or “GovPV2” – was approved by the Board in January 2024, with a budget of \$23 million. This portfolio includes 24 sites and 3.5MW solar. McMillan Electric, a local union firm, is providing construction services on round 2 and most of round 1. In February 2025, the Board approved an expanded scope with McMillan to build battery storage and EV chargers at GovPV sites, with an incremental budget increase of \$7 million.

Round 3 – or GovPV3 – was approved by the Board in March 2026, with an increased budget of \$5 million. This portfolio consists of three solar and battery energy storage projects.

**Status:** All 12 GovPV1 systems, totaling 1.7MW, were commissioned as of 2025. The 24 GovPV2 systems are expected to mostly be construction complete by the time of the board meeting, remaining ones are expected to be completed this calendar year, and all eligible systems grandfathered into the more favorable NEM 2 tariff. Based on the most current modeling with updated rates, the projects collectively are projected to save participants approximately \$40 million over 25 years. Staff is now developing and analyzing battery energy storage retrofits for this portfolio.

For future rounds, staff is working on early development processes for three solar + battery energy storage projects. Staff has developed and is now utilizing tools to estimate the amount

of backup power that these systems can provide, prices that PCE can offer program participants, and the associated cost-benefit analyses for customers. Staff is working on a future round that will be funded by a third-party capital provider, California IBank, which provides state bond funds for local government infrastructure. IBank and PCE are assessing this opportunity in an effort to diversify capital sources for future GovPV portfolios.

For more information, please visit <https://pencleanenergy.com/government-programs>

### **3.2 Residential Solar + Battery Backup**

**Background:** Peninsula Clean Energy's programs for residential solar are split up into two customer segments: general market and low income. PCE's first general market program through a partnership with Sunrun is no longer accepting enrollments, but is currently dispatching batteries and providing backup power to each home. These batteries are discharged daily to reduce PCE's peak load. PCE receives >1.5MW of daily peak load reduction through 2032 from these resources. PCE is developing a successor general market program.

Separately, PCE implemented a program to help low-income single-family homeowners access the State of California's Self-Generation Incentive Program (SGIP), called the PCE Solar Battery Savings Program. SGIP provides behind-the-meter (BTM) storage or solar + storage systems to eligible low-income single-family homeowners to deliver bill savings and resilience benefits. The Solar Battery Savings Program leverages state SGIP incentives for low or no-cost system installation for income qualified customers. Reaching PCE's target of 200 installations would result in approximately 1MW of solar and 2.5MWh of battery storage. In October 2024, the Board approved PCE's contract with Haven Energy to manage the installation of these systems.

**Status:** PCE had set a target of 200 installations under the Solar Battery Savings Programs. Haven has received 211 SGIP incentive approvals and has completed 154 installations of battery-only, and solar and battery systems. Among those installations, 100 systems are now operational. In total, Haven has applied for over \$5.8 million in state incentives to fund these solar and storage installations for low-income customers.

In 2025, PCE ran a competitive solicitation to find the provider for the general market residential solar and storage program that will be geared towards our broader customer base. PCE is in contract negotiation with the finalist candidate. This program is expected to launch late 2026.

### **3.3 Flexmarket**

**Background:** In November 2021, the Board approved a program plan for the establishment of an innovative meter efficiency and load-shaping program using what is known as FLEXmarket. FLEXmarket is a market-based program structure that provides incentives to program "aggregators" to implement programs for energy efficiency and load shaping. The novel elements of the structure include a "pay-for-performance" approach, which only provides incentives on confirmed performance using meter data. This novel structure was innovated by MCE. In addition, the program plan was developed for submission to the CPUC to allow Peninsula Clean Energy to run the program with fully reimbursed funding through the CPUC. Peninsula Clean Energy's billing data services provider, Calpine, has entered into a strategic partnership with the firm Recurve to provide FLEXmarket services through a streamlined

structure. Providers of energy efficiency and building electrification equipment can apply for incentives through this program.

Staff developed the commercial version of the program and launched the market in July 2023. Like the residential version, providers of commercial energy efficiency and building electrification equipment, as well as aggregators of these projects, can pursue incentives through the Commercial FLEXmarket. This iteration of the program closed in May 2025 as the funding cycle ended. In May of 2025, PCE applied to renew funding for a commercial-only program for another 3 years. PCE received CPUC for this funding in January 2026.

**Status:** The FLEXMarket Program has delivered approximately \$1.8 million in combined energy and grid benefits, helping lower overall system costs for customers.

The program has paused new enrollments due to the closure of the current funding cycle as of May 2025. Project savings for enrolled projects concluded in Q4, and we will make final payments for round one projects in 2026. Looking ahead, we are starting launch activities for the round two funding. We anticipate the program reopening for enrollment in late Q2 or early Q3 2026.

For more information, please visit <https://pencleanenergy.com/flexmarket>

### 3.4 Energy Efficiency

**Background:** As part of Peninsula Clean Energy's strategy to diversify revenue and leverage external funding for customer programs, PCE submitted our first Application for Third-Party Administration (ATA) to the California Public Utilities Commission (CPUC). This application aims to secure a third-party portfolio under the CPUC's energy efficiency framework. In alignment with CPUC priorities, the portfolio emphasized greenhouse gas (GHG) reductions and decarbonization, to the extent permitted within CPUC cost-effectiveness and policy constraints. This is PCE's first ATA submission; currently, only one other Community Choice Aggregator (CCA) holds an approved third-party portfolio, making this a strategic and precedent-setting effort.

**Status:** PCE submitted its Energy Efficiency application in March 2026. The application proposes eight new programs to be fully funded by the CPUC for the years 2028-2032. Totalling \$36 million over the term, the programs focus on customer segments in PCE service territory not fully served by current programs including commercial sectors, multifamily buildings and additional support for underserved residential households.

The next immediate steps in the process include responding to stakeholder comments on the application, addressing data requests over the coming months, and participating in other CPUC procedural activities. Approval is currently expected in late 2027.

To learn more about our Energy Efficiency application, please visit:

<https://www.peninsulacleanenergy.com/public-information/regulatory-filings/> and navigate to the *Energy Efficiency Business Plan Application* section.

### 3.5 Virtual Power Plants

**Background:** As part of the 2026-2030 Strategic Plan, PCE established a 5-year goal to launch a 10 MW Virtual Power Plant (VPP) by 2030. PCE will aggregate behind-the-meter

DERs under this VPP, using a Distributed Energy Resource Management System (DERMS), a centralized software system that helps entities monitor, control, and optimize behind-the-meter DERs. In May 2025, the Board approved a 5-year, \$3.1 million contract with Lunar Energy for their DERMS, Lunar Gridshare.

**Status:** PCE and Lunar have executed a contract and have progressed with designing the dispatch plans and integrations for residential battery storage. This summer, PCE will enroll the first solar and storage systems into this VPP using systems installed under PCE’s Solar Battery Savings Program. PCE is targeting approximately 100 customers, representing 1.2 MWh of battery energy capacity to begin participating in the VPP by Summer 2026. Communications and customer education materials are being drafted that will explain the VPP to customers and support them if they have any questions or concerns.

4. Transportation Programs

4.1 Used Electric Vehicle (EV)

**Background:** Originally launched in March 2019, the Used EV Rebate Program currently provides a \$2,000 rebate to income-qualified residents. Customers have been able to receive the PCE rebate at the point of sale with participating dealerships.

**Status:** 1,317 rebates have been provided throughout the program history. Federal pre-owned EV credits ended on September 30, 2025 leading to a significant uptick in PCE rebates. Staff is looking to update the program starting fiscal year 2027, reflecting an improved used EV market for buyers.

For more information, please visit <https://pencleanenergy.com/usedev/>

Customer Satisfaction

Scores 1-5, 5=High

| Metric               | Q1 26 | Lifetime |
|----------------------|-------|----------|
| Program Satisfaction | 4.9   | 4.9      |

4.2 “EV Ready” Charging Design Assistance & Incentives

**Background:** In December 2018, the Board approved the EV Ready program, consisting of EV charging infrastructure incentives and technical assistance. The program is open and available to multi-family housing, affordable housing, workplace charging, and general public-access sites, through there is a general focus on multi-family housing, which has been a historically underserved population in state EV charging programs.

PCE offers free project design assistance, facilitated through Ecology Action (previously through CLEAResult). There are currently 300+ active projects receiving this assistance and, on average, projects receiving assistance more than double the overall size of their EV charging projects.

**Status:** The program has helped the community install nearly 2,500 chargers (70%+ at multi-family housing) with more than 3,000 additional chargers in progress. The EV Ready program was an award winner at the 2024 CalCCA conference and is a statewide model with installation costs well below other similar programs. Key elements of the program are being

replicated by a number of other state and regional programs.

Some of the largest multi-family EV charging projects in the nation are occurring currently in the EV Ready program. This includes the installation of ~140 chargers in Daly City and over 200 chargers in South San Francisco, the single largest retrofit multi-family EV charging project in the state. <https://www.youtube.com/watch?v=jdTpDQSz6Ys&t>. Of note, the recently completed Affordable Housing project at Middlefield Junction in Redwood City received technical assistance and funding from PCE to install 88 EV chargers.

After a competitive bid in the summer of 2025, Ecology Action was selected as the new technical assistance provider and has begun working with customers. Marketing and outreach are scheduled with a webinar expected during Affordable Housing month in May.

To address EV charging affordability issues, PCE is also currently leading an innovation grant opportunity. This will develop new EV charging systems that can be submetered to a multi-family residential unit, even though the charger is connected to a separate meter, reducing or eliminating price markups experienced by EV drivers that utilize third-party charging systems. Orange Charger has been awarded this innovation grant and work has begun, including a recent policy win with state regulations related certifications, which were a gating issue for this work to proceed.

For more information, please visit <https://pencleanenergy.com/ev-ready/>

**4.3 E-Bike Rebate Program**

**Background:** The Board originally approved the income-qualified E-Bikes Rebate program in July 2020 and has run in annual cycles to provide rebates to residents with low to moderate incomes. The program has provided over 3,000 rebates since 2021. Customers can use the rebate at qualifying bike shops for a point-of-sale discount. with 20+ participating bike shops in San Mateo County and Merced County (for Los Banos-based customers).

**Status:** The program transitioned to a year-round offering and relaunched on May 6, 2025. The program is very popular with an average of about over 300 rebates provided per month. The program is particularly popular in Los Banos, which is now receiving the majority of rebates.

The Programs team is looking to make substantial changes to the program to adjust the scope of the e-bike program in FY 27 due to operational constraints.

For more information, please visit <https://www.pencleanenergy.com/ebikes>

**Customer Satisfaction**

Scores 1-5, 5=High

| Metric                   | Q1 26 | Lifetime |
|--------------------------|-------|----------|
| Program Satisfaction     | 4.8   | 4.9      |
| Satisfaction with E-Bike | 4.8   | 4.9      |

**4.4 Public EV Fleet Program (GovEV)**

**Background:** The Board approved the GovEV Fleet Program in November 2020. This

program is comprised of three components to help local agencies begin their fleet electrification efforts: hands-on technical assistance, gap funding, and a vehicle to building resiliency demonstration that will assess the costs and benefits of utilizing fleet EVs as backup power resources for agencies in grid failures and other emergencies. In August 2022, the Board of Directors approved a contract with Optony to provide technical assistance in this program and further approved an extension with Optony in March 2024. An additional two-year extension with Optony is proposed for the April Board meeting.

**Status:** 16 cities have enrolled, including: Brisbane, Burlingame, Caltrain (non-revenue fleet), Cabrillo USD, Central Coast Water Authority, Daly City, East Palo Alto, Foster City, Half Moon Bay, Menlo Park, Millbrae, Rethink Waste San Bruno, San Carlos, San Mateo, and the San Mateo Community College District. Millbrae and San Carlos have already installed significant fleet charging through PCE assistance, other major projects are expected in 2026.

Staff are developing two case studies on resiliency options, submetering for cost savings, and right-sizing guidance for EV fleets, to be published shortly.

For more information, please visit <https://www.peninsulacleanenergy.com/public-organization/govev-program-public-fleet-electrification/>

## **5. Other Programs**

### **5.1 Member Agency Grants**

**Background:** In December 2023, the Board directed PCE to implement a set of initiatives utilizing a one-time allocation from surplus funds. One of the programs is the Member Agency Energy Grants with up to \$11.5 million for grants to member agencies as flexible funding for a range of clean energy projects. Funding is provided by formula in a non-competitive allocation for qualifying projects required to execute within two years.

For more information, please visit <https://www.peninsulacleanenergy.com/public-organization/member-agency-energy-grants/>

**Status:** Proposals have been received from all member agencies with 17 grant agreements and projects underway.



**PENINSULA CLEAN ENERGY AUTHORITY  
JPA Board Correspondence**

**DATE:** April 14, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Gwen Rose, Director of Marketing and Community Relations  
**SUBJECT:** Marketing, Outreach Activities, and Media Relations Quarterly Report

**BACKGROUND**

The Marketing & Community Relations teams continue to enhance Peninsula Clean Energy's reputation, educate and engage customers, and build durable community alignment in support of electrification, affordability, and long-term decarbonization goals. Q1 activities focused on advancing the WestLight Energy rebrand, strengthening customer engagement, expanding community partnerships, and elevating the agency's visibility through earned media and thought leadership.

**DISCUSSION**

Brand

Q1 marked significant progress toward the transition to WestLight Energy. Staff advanced a comprehensive rebrand implementation plan, identifying the cross-departmental tasks and establishing a coordinated timeline for internal and external communications, systems, and website transition.

The visual identity process got underway with our brand strategy partners, Owen Jones & Partners, moving through discovery to concept development, including stakeholder interviews, messaging strategy, tagline development, and iterative review of design directions with internal teams.

Program Marketing

Program marketing in Q1 focused on customer affordability, electrification adoption, and readiness for upcoming program launches. Campaigns supporting Home Upgrade Services continued across digital, email, and direct channels, supported by new automated customer journeys that enable more targeted and timely outreach.

The team also supported EV Ready program marketing through coordinated campaign development with Ecology Action, including new landing pages and outreach materials. Marketing continued to support system-wide communications, including rate updates and bill assistance programs, ensuring customers received clear and consistent information.

### Events

Community engagement remained strong throughout Q1, with staff participating in 19 events and reaching approximately 856 customers across San Mateo County and Los Baños.

Engagements included workshops, school-based events, community festivals, and regional convenings. Highlights included the Community Feedback Forum in Half Moon Bay, sustainability-focused events, and multiple school and workforce development engagements. These activities reinforced Peninsula Clean Energy's presence in the community and supported direct customer education and program awareness.

### Outreach Grants

Q1 marked the transition of the Outreach Grant Program into active implementation. Staff onboarded and trained a cohort of 16 community-based organizations serving San Mateo County and Los Baños, strengthening the agency's ability to reach priority communities through trusted local partners.

The agency also announced the 2026 outreach grant recipients, reinforcing its commitment to equitable program delivery and community-driven engagement.

### School and Youth Programs

Education and workforce development efforts continued to expand in Q1. Staff advanced planning for the 2026–27 school funding cycle, including development of a new RFP, while sustaining partnerships with K–12 schools, community colleges, and youth programs.

Programs such as Youth Climate Ambassadors and school-based workshops continued to provide students with exposure to clean energy topics and career pathways, supporting long-term workforce development goals.

### Voice of Customer

Voice of Customer (VoC) efforts advanced in Q1 as Peninsula Clean Energy continued building a more structured, organization-wide approach to incorporating customer insights into decision-making.

Building on a 2025 pilot with See Change Institute, staff conducted cross-department discovery work to assess how customer feedback is collected, analyzed, and used across teams, finding that there is an opportunity to better align insights across departments and strengthen how they inform programs and communications.

In parallel, Peninsula Clean Energy launched its first Community Feedback Forum, convening more than 70+ residents online and in-person to provide input on energy resilience and future solar and battery program designs.

### News and Media

Media Relations focuses on enhancing Peninsula Clean Energy's reputation and leadership position by garnering earned media attention. Highlights from the quarter include:

- **Canary Media Feature on Building Electrification.** Peninsula Clean Energy was featured in Canary Media in an article highlighting the agency's whole-home electrification research and customer bill savings. The story, which was further amplified through national syndication, positioned Peninsula Clean Energy and its partners as leading voices in demonstrating the real-world feasibility and affordability of

electrification.

- **Green Cities Award – Menlo Park.** We announced Menlo Park as the recipient of Peninsula Clean Energy's 2026 Green Cities Award, recognizing its leadership in advancing building decarbonization policies. The release featured insights from Councilmember and PCE Board Member Betsy Nash as well as Rachael Londer. Coverage appeared in The Almanac and InMenlo, and was further amplified through city newsletters and direct outreach to local policymakers.
- **Rate Reduction Announcement.** We issued a press release announcing the Board-approved rate reduction, reinforcing Peninsula Clean Energy's continued cost advantage relative to PG&E. Coverage appeared in Hoodline and was widely distributed through member city newsletters, reaching residents across the service territory.
- **Thought Leadership and Speaking Engagements.** Staff represented Peninsula Clean Energy at several industry events, including EV Charging Infrastructure West and the EV Charging Expo, as well as policy and affordability discussions hosted by the Climate Center and CPUC. These engagements continue to position the agency as a leader in electrification, affordability, and grid innovation.

## **STRATEGIC PLAN**

This section describes how the Marketing and Community Relations activities outlined above support Peninsula Clean Energy's 2026–2030 Strategic Plan, including the agency's guiding principles and strategic priorities. These activities contribute to advancing customer engagement, program participation, equity, and organizational effectiveness in alignment with the agency's mission to provide affordable, clean electricity and strengthen community resilience.

- **Customer-Focused Approach:** Q1 activities supported customer participation, engagement, and satisfaction goals by delivering clear program and rate communications, expanding community engagement through events, and advancing Voice of Customer efforts, including the Community Feedback Forum and cross-department feedback alignment. These efforts strengthen trust and improve how customer insights inform programs and communications.
- **Environmental Impact:** Marketing and outreach efforts promoted electrification, EV adoption, and energy efficiency programs, increasing customer awareness and participation in clean energy solutions that contribute to greenhouse gas reductions and long-term decarbonization goals.
- **Economic Development:** Communications reinforced Peninsula Clean Energy's value proposition by highlighting rate competitiveness and bill savings, while outreach partnerships helped connect customers—particularly in priority communities—to programs that provide financial and energy cost benefits.
- **Driving Innovation:** Earned media coverage, including national outlets such as Canary Media, and participation in industry events positioned Peninsula Clean Energy as a leader in clean energy innovation, supporting broader market influence and knowledge sharing.
- **Equity Programs:** The Outreach Grant Program expanded engagement through community-based organizations, improving access to programs for underserved communities. Community engagement and feedback efforts ensured programs are informed by and responsive to diverse customer needs
- **Distributed Energy Resources:** Marketing campaigns and outreach activities increased

awareness of electrification and customer-sited energy solutions, supporting adoption of distributed energy resources and advancing customer participation in clean energy technologies.

- **Organizational Excellence:** Implementation of marketing automation tools, enhanced customer engagement systems, and expanded Voice of Customer efforts improved coordination, data-driven decision-making, and overall organizational effectiveness. Cross-department alignment on the WestLight Energy rebrand further demonstrated operational readiness.



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** April 16, 2026  
**MEETING DATE:** April 23, 2026  
**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Board of Directors  
**FROM:** Mike Mielke, Senior Manager, Legislative Policy  
**SUBJECT:** April 2026 Legislative Policy Update

**BACKGROUND**

**April 2026 Legislative Policy + Political Overview**

This memorandum provides an overview of the latest developments from Sacramento and Washington, D.C., summarizing key political dynamics, policy trends, and legislative activity most relevant to Peninsula Clean Energy (PCE) as the 2026 legislative session advances through its most active phase.

**DISCUSSION**

**Sacramento Update: Political and Energy Policy Landscape**

The Legislature has returned from Spring Recess and is now entering the most substantive phase of the 2026 Session, with policy committees taking up more complex and politically sensitive legislation. This phase is unfolding against a backdrop of continued fiscal constraint, rising energy affordability concerns, accelerating load growth, and heightened political sensitivity tied to the November 2026 elections. Legislative leadership—under Senate Pro Tem Monique Limón and Assembly Speaker Robert Rivas—continues to prioritize cohesion and deliverable outcomes in a risk-averse environment.

Election-year dynamics still greatly impact legislative behavior. With all Assembly seats, half the Senate, and an open gubernatorial race on the ballot, lawmakers are gravitating toward high-visibility affordability measures and increased scrutiny of utility costs. This environment favors policies that can be clearly communicated to voters as reducing costs, while more complex or structural reforms face greater political hurdles.

At the same time, the Legislature is moving into an intensive hearing schedule, with higher-profile bills advancing following earlier procedural deadlines. This shift is bringing greater focus to core issues such as affordability, transmission constraints, load growth, and cost allocation—areas that are directly relevant to PCE’s operations and long-term strategy.

**Top Issues Driving the 2026 California Legislative Agenda**

1. Energy Affordability and Cost Containment: Affordability remains the dominant issue in

Sacramento. Policymakers are increasingly focused on ratepayer impacts, utility cost drivers, and mechanisms to reduce or contain electricity bills.

2. Budget Constraints and Program Pressure: The state continues to face structural fiscal challenges, with the May Revision expected to clarify the extent of the deficit. Limited new funding and increased scrutiny of existing programs are likely.
3. Load Growth and Electrification: Rapid increases in electricity demand—driven by electrification, data centers, and industrial load—are elevating concerns about planning, cost allocation, and system reliability.
4. Transmission and Interconnection Constraints: Growing recognition that transmission limitations are a key cost driver and barrier to clean energy deployment is driving interest in planning reform.
5. Risk of Centralization: Affordability-driven proposals may include centralized procurement or expanded IOU authority, creating potential risks for CCA autonomy.

#### California Energy Legislative Policy: Key Issues\*

1. Transmission Planning Reform (AB 2111 – Papan, PCE Co-Sponsor): AB 2111 is emerging as a flagship policy effort to modernize transmission planning by requiring evaluation of multiple plausible futures rather than a single forecast. For PCE, this directly supports affordability by avoiding costly reactive buildout, improves reliability, and helps unlock access to lower-cost clean energy resources.

*Position:* Support

*Location:* This bill passed out of Assembly Energy & Utilities 17-0 on 4/8. It is now in Assembly Appropriations Committee.

2. Resource Adequacy Reform (SB 1138 – Padilla): SB 1138 would enable hourly trading of Resource Adequacy obligations under the Slice-of-Day framework. PCE supports the bill as a targeted affordability solution that reduces unnecessary procurement while maintaining reliability.

*Position:* Support

*Location:* Passed Senate Energy & Utilities 14-0 on 4/7. It is now in Senate Appropriations Committee.

3. PCIA Transparency (AB 1761 – Rogers): AB 1761 seeks to improve transparency in the calculation of the Power Charge Indifference Adjustment. PCE supports this effort as essential to improving cost visibility, forecasting accuracy, and protecting customers from unexpected rate increases.

*Position:* Support

*Location:* This bill passed out of Assembly Energy & Utilities 15-0 on 3/18. It is now in Assembly Appropriations Committee.

4. Home Energy Choice Act (AB 2313 – Berman): AB 2313 would allow customers to electrify homes in lieu of replacing aging gas service lines. PCE supports the bill as a cost-containment and risk-reduction measure that avoids long-term stranded gas infrastructure investments.

*Position:* Support

*Location:* This bill will be heard in Assembly Energy & Utilities on 4/22.

5. Energy Efficiency Funding (AB 2508 – Hoover): AB 2508 would shift funding for energy efficiency programs to more volatile sources. PCE opposes the bill due to concerns that it would undermine a core affordability and demand-reduction tool, increasing long-term system costs.

*Position:* Support

*Location:* This bill passed out of Assembly Energy & Utilities 12-2 on 4/8. It is now in Assembly Appropriations Committee.

6. EV Charging and Affordable Housing (AB 2748 – Quirk-Silva): AB 2748 would delay EV-ready requirements for affordable housing. PCE has raised concerns that this approach would increase long-term costs and create barriers to equitable access to EV charging due to expensive future retrofits.

*Position:* PCE signed on to a letter of concern along with SJCE and SVCE.

*Location:* This bill will be heard in Assembly Energy & Utilities on 4/22.

*\*Please note letters for each of these bills is attached to this memo.*

### State Budget Outlook

Governor Newsom's January proposal reflected a modest projected deficit, while the Legislative Analyst's Office has warned of deeper structural challenges. The May Revision will be critical in determining the fiscal environment for energy and climate programs. Overall, limited new funding and increased scrutiny of existing programs are expected.

### **Washington, D.C. Update: Political and Energy Policy Landscape**

Washington remains highly volatile in spring 2026, shaped by unified Republican control of the White House, House, and Senate, but also by growing political vulnerability heading into the November midterm elections. While Republicans retain governing power, their congressional majorities are narrow enough—particularly in the House—that electoral pressure is increasingly driving behavior on both substance and messaging. As a result, much of the federal conversation is being pulled toward high-visibility issues with immediate voter impact, including affordability, energy prices, border and election politics, and national security.

That broader environment is contributing to a federal policy posture that is less focused on long-term bipartisan problem-solving and more focused on short-term positioning, executive action, and politically resonant oversight fights. For clean energy markets, this is creating a more uncertain operating environment—particularly for electrification, supply chains, and infrastructure planning. For California, and for Peninsula Clean Energy, the practical implication is that federal policy risk is increasingly showing up in the form of higher equipment cost risk, uncertainty around load growth assumptions, and a more politically charged landscape for climate and clean energy policy.

### Federal Energy Legislative Policy: Key Issues

1. Appliance Standards and Electrification (H.R. 4626 & H.R. 4758): PCE joined other California Community Choice Aggregators in opposing these two bills, which would weaken appliance efficiency standards and eliminate key electrification incentives and training support. Together, these bills would move federal policy in the wrong direction by increasing energy waste, raising customer costs over time, and undermining demand-side solutions that help manage load growth and improve affordability. These bills are notable not only because of their direct impact on building efficiency and electrification, but because they reflect a broader federal push against policies that reduce long-term energy bills and support the clean energy transition. *Please note the letter attached to this memo.*
2. Trade and Tariff Risk: Ongoing Section 301 investigations and broader trade actions continue to create uncertainty around the cost of clean energy technologies and grid infrastructure. This matters because many core technologies—including solar, batteries, and other electrical equipment—depend on global supply chains that remain exposed to

tariffs and geopolitical disruption. For PCE, this creates pressure on procurement costs and could affect the pace and economics of bringing new clean resources online.

3. Data Center Load Growth: Rapid expansion of AI and data center infrastructure is becoming a major federal and regional energy issue, with increasing attention on who will pay for associated grid upgrades and whether existing customers will be exposed to rising costs. This trend reinforces a core PCE concern: that large new loads must be planned for carefully and should not create cost shifts onto existing ratepayers. It also underscores the need for better forecasting, transmission planning, and cost allocation policy as electricity demand growth accelerates.
4. Federal Climate Policy Uncertainty: Continued federal challenges to California's climate authority, combined with reductions in federal support for clean energy deployment and industrial decarbonization, are creating broader uncertainty for electrification and clean energy markets. For PCE, that uncertainty matters because it can affect long-term assumptions around EV adoption, building electrification, technology costs, and the pace of the state's clean energy transition.

Taken together, these developments reflect the fact that federal policy risk is not confined to abstract debates in Washington. It is increasingly affecting affordability, supply chain costs, load growth assumptions, and the broader conditions under which California's clean energy transition is unfolding. That makes continued federal monitoring and engagement important not just as a matter of policy awareness, but as a component of PCE's broader affordability, reliability, and long-term planning strategy.

#### **ATTACHMENTS:**

[PCE LOS SB 1138 - SEUC -- Updated.pdf](#)

[PCE LOS AB 2313 - AUE.pdf](#)

[AB 2748 CCA LOC.pdf](#)

[AB 2111 Sponsor Letter\\_Asm U&E \(1\).pdf](#)

[AB 2508 \(Hoover\)- Oppose 04.01.26 \(1\).pdf](#)

[PCE Support for AB 1761 -- Mar 9, 2026.pdf](#)

[FINAL Letter of Opposition - HR 4626 and HR 4758 - CA Senators.pdf](#)

**RESOLUTION NO. \_\_\_\_\_**

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

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**APRIL 2026 LEGISLATIVE POLICY UPDATE**

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N/A



April 1, 2026

The Honorable Ben Allen  
Chair, Senate Committee on Energy, Utilities & Communications  
1021 O Street, Room 7610  
Sacramento, CA 95814

**Re: SB 1138 (Padilla) – SUPPORT**

Dear Senator Allen,

On behalf of Peninsula Clean Energy (PCE), I write in support of SB 1138 (Padilla), a measure that allows load serving entities (LSEs) to meet Resource Adequacy (RA) requirements more efficiently by enabling hourly trading of RA obligations—reducing unnecessary procurement and lowering costs for customers.

Electricity bills in California are rising rapidly due to a combination of market pressures, infrastructure investments, and regulatory policies. PCE, a Community Choice Aggregator (CCA) serving approximately 800,000 electricity customers in San Mateo County and the City of Los Banos in Merced County, is concerned that our residents could face significant bill increases in the years ahead—not because they are using more electricity, but because of challenging market conditions and inefficient regulatory policies. Under current rules, LSEs can be forced to procure more capacity than is actually needed in specific hours, leading to unnecessary costs that are ultimately borne by customers.

Policymakers must pursue practical solutions that ensure electricity customers are not overcharged and that rates remain as affordable as possible. One practical step to improve affordability is to allow for the trading of RA load obligations on an hourly basis. California's RA program is transitioning to a new Slice-of-Day (SOD) framework. As the state transitions to a more granular, hourly Resource Adequacy framework, LSEs must now meet requirements in each hour of the day. In practice, this has revealed a mismatch: some LSEs have surplus capacity in certain hours, while others are short in those same hours.

Allowing LSEs to trade these hourly obligations ensures that existing capacity is used more efficiently—so that excess supply in one portfolio can meet shortfalls in another—reducing the need for redundant procurement. Importantly, this approach maintains all existing Resource Adequacy requirements while allowing them to be met more efficiently, and is expected to deliver meaningful cost savings for ratepayers.

For these reasons, PCE strongly supports SB 1138.

If you have any questions, please contact Mike Mielke with our Policy and Government Affairs team. Mike can be reached at [mmielke@peninsulacleanenergy.com](mailto:mmielke@peninsulacleanenergy.com); 202-607-1064.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Marshall". The signature is fluid and cursive, with the first name "Shawn" written in a larger, more prominent script than the last name "Marshall".

**Ms. Shawn Marshall**

Chief Executive Officer  
Peninsula Clean Energy



April 15, 2026

Assemblymember Cottie Petrie-Norris, Chair  
Assembly Committee on Utilities and Energy  
1020 N Street, Room 408A  
Sacramento, CA 95814

**Re: AB 2313 (Berman) – SUPPORT**

Dear Chair Petrie-Norris,

On behalf of Peninsula Clean Energy (PCE), I write in support of AB 2313 by Assemblymember (Berman), the Home Energy Choice Act, which will offer Californians the option to voluntarily transition to clean, electric appliances rather than having their aging gas service pipelines replaced by default. By redirecting funds that gas utilities would otherwise spend on replacing gas service lines, the Home Energy Choice Act will reduce barriers to electrification, further California's public health, air quality and climate objectives, and reduce risk for all gas customers.

PCE is a Community Choice Aggregator (CCA), serving approximately 800,000 electricity customers in San Mateo County and the City of Los Banos in Merced County. We are devoted to addressing the climate crisis, which is why we offer our customers a suite of incentives and technical assistance to electrify their homes. AB 2313 will further our efforts to help transition Californians to go electric and realize the climate, health, and financial benefits of making the transition.

Gas service lines are the pipelines that connect a gas main pipeline running down a street to individual buildings. Pacific Gas & Electric (PG&E) replaces approximately 15,000 gas service lines each year, the vast majority of which connect to a single home. Utilities profit from gas service line replacements, the costs of which are paid for by all gas customers in their gas bills over 55 to 60 years. This means that a gas service line replaced today would not be paid off until after 2080, decades after California's 2045 carbon neutrality target, creating significant risks the pipeline will no longer be needed before it is fully paid off.

Similar to a program already being implemented in New York, the Home Energy Choice Act would require gas utilities to offer customers facing a service line replacement an incentive to

replace their gas appliances with electric alternatives instead. The service line could then be decommissioned rather than replaced.

Participation is entirely voluntary. Eligible gas customers would simply have the option to take advantage of monetary incentives to help them upgrade their home with modern electric appliances like heat pumps and realize the health and safety benefits of improved indoor air quality and access to cooling. All gas customers would benefit by avoiding the significant stranded asset risks of continued long-term capital investments in the gas system.

The Home Energy Choice Act represents a thoughtful and customer-centric step toward a more affordable, equitable, and climate-ready energy system for all Californians. We support this important legislation by Assemblymember Berman. Thank you for your leadership on this issue.

For these reasons, PCE strongly supports AB 2313.

If you have any questions, please contact Mike Mielke with our Policy and Government Affairs team. Mike can be reached at [mmielke@pensisulacleanenergy.com](mailto:mmielke@pensisulacleanenergy.com); 202-607-1064.

Sincerely,

A handwritten signature in black ink, appearing to read "Shawn Marshall", written in a cursive style.

Ms. Shawn Marshall  
Chief Executive Officer  
Peninsula Clean Energy



April 13, 2026  
The Honorable Sharon Quirk-Silva  
California State Assembly  
1021 O Street, Suite 4210  
Sacramento, CA 95814

**RE: AB 2748 - Building Standards: Affordable Housing Developments: Electric Vehicle Charging**

Dear Assemblymember Quirk-Silva,

We write on behalf of Peninsula Clean Energy, San José Clean Energy, and Silicon Valley Clean Energy (the joint Community Choice Aggregators, or CCAs) to respectfully convey our concerns regarding AB 2748 (Quirk-Silva). This bill seeks to provide a ten-year exemption for 100 percent affordable housing projects from the 2025 electric vehicle (EV) charging requirements of the 2025 California Green Building Standards Code, which would delay and increase the costs of providing access to EV charging, resulting in cost increases over time.

As not-for-profit, locally governed energy providers, the joint CCAs have made significant investments in equitable EV charging programs, including incentives that cover up to 100% of EV charging installation costs in multifamily housing. These programs are based on research and working with our communities so that they are designed to reduce barriers and expand EV charging access, but they depend on buildings being physically capable of supporting charging infrastructure. AB 2748 would make that work significantly more difficult and costly.

We appreciate and share the author's goal to support affordable housing production. However, by deferring EV readiness requirements, the bill effectively pushes costs onto future property owners, public programs, and ratepayers - who will ultimately bear the burden of retrofitting these buildings.

Under current building standards, incorporating EV-ready infrastructure during initial construction is far more cost-effective and efficient. However, when this infrastructure is deferred and must be added later, costs increase materially due to the potential need for trenching, panel upgrades, and electrical rework. In practice, retrofit costs can significantly exceed initial installation costs, often requiring costly service upgrades, extended construction timelines, and coordination challenges in occupied buildings, while also impacting the quality of life for residents for an extended period of time during construction.

In effect, AB 2748 risks locking in avoidable long-term costs while creating a structural barrier to future EV charging deployment. The buildings constructed during this 10-year exemption window will likely remain in service for many decades. Decisions made today will determine whether those properties can cost-effectively support electrification tomorrow or whether they require expensive and disruptive retrofits that are unlikely to occur at scale.

While AB 2748 is intended to support affordable housing development, it risks doing so at the expense of mid- and long-term equitable access to clean transportation. EV charging access remains one of the primary barriers to EV adoption, particularly for residents of multifamily housing. By exempting 100% affordable housing developments from EV-ready requirements, the bill could unintentionally entrench a two-tier system, where higher-income residents in market-rate housing have access to charging, while lower-income residents do not.

Over time, this disparity could limit access to the cost savings and air quality benefits associated with EV ownership, disproportionately affecting the very communities the bill seeks to support. In contrast, incorporating EV-ready infrastructure at the time of construction ensures that affordable housing residents are not left behind in the state's broader clean transportation transition.

We deeply appreciate the author, her staff, and the bill's sponsors' time and engagement to date and look forward to continuing to work collaboratively on solutions that both support affordable housing development and avoid creating long-term cost and equity challenges.

Sincerely,

Bena Chang  
Director of Government and Legislative Affairs  
Silicon Valley Clean Energy

Ms. Shawn Marshall  
Chief Executive Officer  
Peninsula Clean Energy

Zach Struyk  
Assistant Director  
San Jose Clean Energy



March 19, 2026

The Honorable Cottie Petrie-Norris  
Chair, Assembly Committee on Utilities & Energy  
1020 N Street, Suite 121  
Sacramento, CA 95814

**Re: Co-Sponsorship of AB 2111 (Papan)**

Dear Chair Petrie-Norris:

On behalf of the Abundance Network, Peninsula Clean Energy, and Sonoma Clean Power, we are proud to jointly co-sponsor Assembly Bill 2111 (Papan), which will help protect California ratepayers from rising electricity costs while ensuring the state can meet its ambitious climate goals and maintain electric system reliability.

Today, California lacks sufficient transmission capacity in key parts of the grid, which prevents many new clean energy projects from connecting and delivering power to customers. As a result, power providers are often unable to secure newer and more affordable energy resources, driving up overall system costs. Recent withdrawals of more than 10 gigawatts of proposed projects from the CAISO interconnection queue highlight how transmission constraints and planning uncertainty are limiting new clean energy development.

One reason for this challenge is that the state currently plans transmission largely around a single “best guess” forecast of future demand and resources. In today’s rapidly evolving energy landscape—characterized by rapid electrification, increasing electricity demand, and the growing impacts of climate change—those assumptions can quickly become outdated.

AB 2111 would improve California’s transmission planning framework by requiring the state to evaluate a wider range of plausible future scenarios and compare the total system costs of different transmission and resource strategies. This approach will help ensure California builds the transmission infrastructure needed to support a reliable, affordable, and clean electricity system.

Should you have any questions or concerns, please do not hesitate to contact any of us directly.

Staff can also reach Miles Horton, legislative liaison for Sonoma Clean Power, at [mhorton@sonomacleanpower.org](mailto:mhorton@sonomacleanpower.org) or 707-757-1444 (cell).

Thank you for your leadership on this important issue!

Sincerely,

A handwritten signature in black ink that reads "Todd David". The signature is fluid and cursive, with the first name "Todd" being more prominent than the last name "David".

Todd David  
Political Director  
Abundance Network

A handwritten signature in blue ink that reads "Shalini Swaroop". The signature is written in a cursive style, with the first name "Shalini" and last name "Swaroop" clearly legible.

Shalini Swaroop  
Chief Operating Officer  
Peninsula Clean Energy

A handwritten signature in black ink that reads "Geof Syphers". The signature is written in a cursive style, with the first name "Geof" and last name "Syphers" clearly legible.

Geof Syphers  
Chief Executive Officer  
Sonoma Clean Power

CC: The Honorable Diane Papan, 21<sup>st</sup> Assembly District



April 1, 2026

Assemblymember Cottie Petrie-Norris, Chair  
Assembly Committee on Utilities and Energy  
1020 N Street, Suite 121  
Sacramento, CA 95814

**Re: AB 2508 (Hoover)- Oppose**

Dear Chair Petrie-Norris,

We the undersigned write to express our respectful opposition to AB 2805 (Hoover), which would eliminate the current funding stream for the state's Public Purpose Programs, including energy efficiency (EE) and research and development programs, and instead force them to compete for more volatile and scarce Greenhouse Gas Reduction Funds (GGRF). Injecting this level of uncertainty into the state's EE programs will compound the current affordability crisis by eliminating the benefits of EE to both individual ratepayers and the energy system as a whole. It will cost more than it will save.

## **Energy Efficiency is Crucial for Reliability and Affordability**

California is facing a new era of load growth, driven by electrification and data centers. The CEC estimates that total electricity consumption will increase by as much as 45%, and peak demand will increase by as much as 42%, by 2045.<sup>1</sup> Without robust and stable energy efficiency programs to manage demand and support reliability, these increases will be even larger. California's Loading Order policy prioritizes EE and demand reduction before other generation resources, because **the cheapest electron is the one we never have to buy at all.**<sup>2</sup>

Modern EE programs also reduce peak demand by seamlessly integrating demand response and load flexibility measures capable of shifting peak loads, thereby saving ratepayers money. Importantly, the CEC's load forecasts, which are the basis for electricity procurement planning, assume at least 13.5 GWh in achievable energy efficiency savings.<sup>3</sup> Without these programs, load serving entities (LSEs) will need to procure an additional 13.5 GWh of generation capacity statewide to cover the shortfall. Those costs will be passed on to ratepayers.

Beyond avoided procurement costs, EE programs provide savings on the transmission and distribution side of the bill as well. Reducing energy demand also reduces the need for new infrastructure to deliver electricity, and EE is a highly cost-effective way to do so. The CPUC's 2025 Report on Demand Side Management Programs found that:

*"...the portions of Public Purpose Program funds allocated to energy efficiency and demand response programs comprise less than five percent of the electric revenue requirement and less than four percent of the gas revenue requirement for the large investor-owned utilities. **This low impact on rates provides a low-cost path to equitably achieve cost savings for customers and reduce total energy consumption and peak demand, which in turn reduces retail rates through lower energy prices and avoided capacity, transmission, and distribution costs**"<sup>4</sup>*

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<sup>1</sup> Slide 9, <https://www.energy.ca.gov/filebrowser/download/9328?fid=9328>. Peak demand refers to the time when statewide energy usage is highest, typically 4-9pm on summer days, and power is most expensive to supply during this time.

<sup>2</sup> [Cal. Pub. Util. Code § 454.5\(b\)\(9\)\(C\)](#)

<sup>3</sup> Page 37. <https://efiling.energy.ca.gov/GetDocument.aspx?tn=266416>

<sup>4</sup> Page 10. <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/office-of-governmental-affairs-division/reports/2025/report-on-demandside-management-programs-pursuant-to-puc-section-9135.pdf>

## **EE Provides Direct Savings to Individual Customers**

Energy efficiency is one of the best tools customers can use to directly protect themselves against high rates and bills. If customers cannot reduce their usage through energy efficiency, they are more at risk of falling behind on their bills and even being disconnected, especially low-income residents who are already in economically precarious positions. While the Energy Savings Assistance Program (ESA) serves exclusively low-income customers, a significant portion of the non-income qualified energy efficiency portfolio also serves lower income customers, rural customers, affordable multi-family housing, and small businesses. For many customers, EE functions as an affordability safety net as well as an environmental opportunity.

## **Stable Funding is Necessary to Continue Realizing These Benefits**

Successful energy efficiency programs depend on reliable, predictable multi-year funding. Funding certainty allows administrators to plan ahead with confidence, which helps ensure that all customers can participate. It also improves cost-effectiveness by allowing for bulk purchasing, efficient use of administrative resources, and other economies of scale. Sustainable and reliable funding is also essential to support nearly 312,000 energy efficiency jobs and 53,000 EE businesses across California.<sup>5</sup>

Neither the State General Fund nor the GGRF are able to provide the necessary funding certainty to sustain these valuable programs and ensure they remain cost effective. Not only are GGRF revenues hard to predict as noted by the Legislative Analysts Office (LAO),<sup>6</sup> but using GGRF for PPP costs may also require revisiting the deal struck by the Legislature in SB 840 (Limon, 2025). Under the legislation, GGRF discretionary revenues are allocated in tiers of priority, including towards replacing the State Responsibility Area fire prevention fee, high speed rail, public transit passes, a University of California Climate Research Center, community air protection, and several other programs that do not pertain to efforts currently supported by the PPP.

Given the key role that EE programs play in the state's energy management strategy and the benefits they provide to affordability and grid stability, the state must ensure that these programs remain viable. Shifting the funding source of the state's EE programs to the volatile GGRF will threaten both the affordability benefits and system reliability benefits that are provided by these programs. As such, we urge you to vote NO on AB 2508.

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<sup>5</sup> [https://building-performance.org/documents/2025/EEJAFullReport\\_2025.pdf](https://building-performance.org/documents/2025/EEJAFullReport_2025.pdf)

<sup>6</sup> Page 6, [https://lao.ca.gov/reports/2026/5114/2026-27\\_Cap\\_Invest\\_021026.pdf](https://lao.ca.gov/reports/2026/5114/2026-27_Cap_Invest_021026.pdf)

Sincerely,

Stephanie Chen  
Vice President of Legislative Affairs  
MCE

Chris Burmeister  
Board Chair  
California Efficiency + Demand  
Management Council

Lucas Frerichs  
Yolo County Supervisor  
District 2

Sheila Allen, RN, PhD  
Yolo County Supervisor  
District 4

Brian Tisdale, Councilman  
City of Lake Elsinore  
Advocacy Committee Chair  
Western Riverside Council of  
Governments

Ericka Flores  
Clean Energy & Equity Advocate  
Natural Resources Defense Council

Ms. Shawn Marshall  
Chief Executive Officer  
Peninsula Clean Energy

Patrick Welch  
Associate Director of Legislative Affairs  
San Diego Community Power

Patricia Terry  
Portfolio Lead  
Northern Rural Energy Network

Demian Hardman  
Board Chair  
Local Government Sustainable Energy  
Coalition (LGSEC)

Steve Frisch  
President  
Sierra Business Council

Craig Perkins  
President & Executive Director  
The Energy Coalition

Anthony Dang  
Policy and Community Outreach Manager  
Climate Action Campaign

Sneha Ayyagari  
Director of Policy  
Rising Sun Center for Opportunity

Chris Sentieri  
Principal  
CEER LLC

Jo Fleming  
President  
Environmental Innovations

Alexis Sutterman  
Senior Policy Manager  
Brightline Action



March 9, 2026

Assemblymember Cottie Petrie-Norris, Chair  
Assembly Committee on Utilities and Energy  
1020 N Street, Room 408A  
Sacramento, CA 95814

**Re: AB 1761 (Rogers) – SUPPORT**

Dear Chair Petrie-Norris,

On behalf of Peninsula Clean Energy (PCE), I write in support of AB 1761 by Assemblymember Chris Rogers, a measure that supports energy affordability by improving transparency and certainty in how the Power Charge Indifference Adjustment (PCIA) – a charge on nearly all electricity bills – is calculated.

Electricity bills in California are rising rapidly due to a combination of market pressures, infrastructure investments, and regulatory policies. PCE, a Community Choice Aggregator (CCA) serving approximately 800,000 electricity customers in San Mateo County and the City of Los Banos in Merced County, is concerned that our residents could face significant bill increases in the years ahead—not because they are using more electricity, but because of the Power Charge Indifference Adjustment (PCIA).

Policymakers must pursue practical solutions that ensure electricity customers are not overcharged and that rates remain as affordable as possible. One important step is improving transparency in how the PCIA is calculated. The PCIA is determined through proceedings at the California Public Utilities Commission (CPUC), but there is currently no consistent standard for what data must be made available to the parties participating in those proceedings. As a result, CCAs and consumer advocates lack access to the information needed to verify the accuracy of the charge or understand the drivers of rate changes.

AB 1761 addresses this problem by requiring the CPUC and investor-owned utilities to disclose the data, assumptions, and methodologies used to calculate PCIA costs. The bill would also require that parties proposing changes to the PCIA provide the data underlying their proposals. Sensitive information would remain protected through nondisclosure agreements already used in other regulatory contexts.

Greater transparency will allow stakeholders to verify calculations, improve forecasting, and better protect customers from unexpected rate increases. It will also strengthen regulatory accountability and help ensure that customers pay their fair share – and not more.

For these reasons, PCE strongly supports AB 1761.

If you have any questions, please contact Mike Mielke with our Policy and Government Affairs team. Mike can be reached at [mmielke@pensisulacleanenergy.com](mailto:mmielke@pensisulacleanenergy.com); 202-607-1064.

Sincerely,



Shalini Swaroop  
Chief Operating Officer  
Peninsula Clean Energy

March 25, 2026

The Honorable Alex Padilla  
United States Senate  
331 Hart Senate Office Building  
Washington, DC 20510

The Honorable Adam Schiff  
United States Senate  
112 Hart Senate Office Building  
Washington, DC 20510

Dear Senator Padilla and Senator Schiff,

We, the undersigned California Community Choice Aggregators (CCAs), write to express our strong opposition to the Home Appliance Protection and Affordability Act (H.R. 4626) and the Homeowner Energy Freedom Act (H.R. 4758) — two bills that would undermine critical federal policies that reduce energy waste and save money for American families.

Formed and led by local governments in more than 200 towns, cities, and counties throughout the state, California’s 25 CCAs collectively serve over 14 million residents and businesses with electric service options that support local energy priorities. Our organizations support lowering energy costs and creating good jobs, including through programs that incentivize building electrification and energy efficiency upgrades.

At a time of rising electricity demand and affordability concerns, improving the energy efficiency of our homes, businesses, and communities is one of the most effective ways to combat rising energy costs and reduce strain on our electric grid. Without national efficiency standards for appliances, the average California household would have paid [\\$8,000 more on utility bills](#) over the last decade, and electricity consumption in the state would have been 19% higher in 2025.<sup>1</sup> For these reasons, we respectfully urge you to reject H.R. 4626 and H.R. 4758, each of which would raise energy bills, increase grid strain, and jeopardize bipartisan consumer protections.

### **Home Appliance Protection and Affordability Act (H.R. 4626)**

H.R. 4626 would give the Department of Energy (DOE) new authority to weaken or revoke existing appliance efficiency standards and create significant roadblocks to future updates, including through imposing arbitrary payback and energy savings thresholds that would block cost-effective standards. Crucially, it would also prohibit states from setting their own standards if a federal standard is eliminated, making it more difficult for California to fill the void.

1 – Appliance Standards Awareness Project (ASAP) Analysis: “Appliance Efficiency Standards Lower Utility Bills and Cut Electricity Demand in Every State” (January 2026)

Existing law already requires that DOE set standards that are “technologically feasible and economically justified” and ensure that consumers continue to have access to product features they value. Instead of safeguarding affordability and consumer choice, H.R. 4626 would impose unnecessary additional restrictions on adopting proven standards that are already designed to consider those exact concerns. Further, energy efficiency, alongside load flexibility, will remain a critical tool to promote ratepayer affordability and offset emerging load growth from data centers. For more on this, we recommend reviewing the American Council for an Energy Efficient Economy (ACEEE) February report titled “Faster and Cheaper: Demand-Side Solutions for Rapid Load Growth.”

### **Homeowner Energy Freedom Act (H.R. 4758)**

H.R. 4758 would repeal rebates and training programs that help consumers adopt cost-saving technologies and help contractors deliver those savings. The bill specifically targets the High-Efficiency Electric Home Rebate (HEEHRA) Program and State-Based Home Energy Efficiency Contractor Training Grants, which provided income-qualified California households a total of \$290 million to replace outdated gas-fired appliances with new, all-electric heat pump water heater and HVAC systems, and another \$10.3 million to support residential energy contractor training. These are critical programs that support California families, including many CCA customers, by lowering upfront costs for energy-saving upgrades and reducing their monthly bills.

At a time when electricity demand is rising and Californians are feeling the crunch of high energy prices, we urge you to oppose legislation that would drive up costs, increase grid strain, and undermine bipartisan consumer protections. Thank you for leadership and we look forward to continuing to work together to strengthen community choice and expand energy savings for all our customers. Please reach out to Dominic Faria at [dfaria@avaenergy.org](mailto:dfaria@avaenergy.org) with any questions or to discuss further.

Sincerely,



Patrick Welch  
Associate Director of Legislative Affairs  
San Diego Community Power



Bena Chang  
Director of Government and Legislative Affairs  
Silicon Valley Clean Energy



Sam Sadle  
Principal Legislative Manager  
Ava Community Energy



Mike Mielke  
Legislative Policy + Government Affairs  
Peninsula Clean Energy



Scott Green  
Senior Government Affairs Manager  
San Jose Clean Energy



Faith Carlson  
Regulatory and Legislative Policy Manager  
Redwood Coast Energy Authority



Stephanie Chen  
Vice President of Legislative Affairs  
MCE

CC: Senator Mike Lee, Chairman, Senate Committee on Energy & Natural Resources

Senator Martin Heinrich, Ranking Member, Senate Committee on Energy & Natural Resources



**PENINSULA CLEAN ENERGY AUTHORITY**  
**JPA Board Correspondence**

**DATE:** March 20, 2026

**MEETING DATE:** April 23, 2026

**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](mailto:ajuarez@peninsulacleanenergy.com)
- Kerstin Grune (cc'd), [kgrune@peninsulacleanenergy.com](mailto:kgrune@peninsulacleanenergy.com)
- Gwen Rose (cc'd), [grose@peninsulacleanenergy.com](mailto:grose@peninsulacleanenergy.com)
- Kirsten Andrews-Schwind (cc'd), [kandrews-schwind@peninsulacleanenergy.com](mailto:kandrews-schwind@peninsulacleanenergy.com)
- Jayden Hanan (cc'd), [jhanan@peninsulacleanenergy.com](mailto: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](mailto: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](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:** March 20, 2026

**MEETING DATE:** April 23, 2026

**VOTE REQUIRED:** None

**TO:** Honorable Peninsula Clean Energy Authority Executive Committee

**FROM:** Nelly Wogberg, Board Clerk

**SUBJECT:** Acronym List

**ATTACHMENTS:**

[Acronym Sheet - 2026](#)

## **COMMONLY USED ACRONYMS AND KEY TERMS**

AB xx – Assembly Bill xx

ALJ – Administrative Law Judge

AMP - Arrears Management Plans

AVCE - Apple Valley Choice Energy

AQM – Air Quality Management

AVA - AVA Community Energy – Alameda Valley Community Energy, Formally East Bay Community Energy

BAAQMD – Bay Area Air Quality Management District

BLPTA – Buyer Liability Pass Through Agreement

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

CEA - Clean Energy Alliance

CPA – Clean Power Alliance

CPSF - Clean Power SF

CPE - Central Procurement Entity

CPP - Critical Peak Pricing

CPSF – Clean Power San Francisco

CPUC – California Public Utility Commission (Regulator for state utilities) (Also PUC)

CRR – Congestion Revenue Rights

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

DCE - Desert Community Energy

DERMS – Distributed Energy Resource Management System

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

EDAM – Extended Day-Ahead Market

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)  
IIJA – 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)  
LCE – Lancaster Choice Energy  
LDV - 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  
LS - Load Shaping – changing when grid energy is used  
LSE – Load Serving Entity  
MCE – Marin Clean Energy  
MG - Methane Gas - formerly known as 'natural gas'  
Microgrid – building or community energy system  
MDV - 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-by passable 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)

RMEA - Rancho Mirage Energy Authority

RA – Resource Adequacy

RE – Renewable Energy

REC – Renewable Energy Credit/Certificate

RCEA - 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

SBCE - Santa Barbara Clean Energy

SBP – Solar Billing Plan

SCP – Sonoma Clean Power

SDCP – San Diego Community Power

SJCE – San Jose Clean Energy

SJP - 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