

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

**Thursday, May 28, 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). 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) and such written comments should indicate the specific agenda item on which the member of the public is commenting.

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

Please note that Peninsula Clean Energy Board of Directors meetings are a limited public forum, and all

public comment must relate to something that is within the subject matter jurisdiction of the Board. If comments do not relate to the subject matter jurisdiction of the Board, we will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to the subject matter jurisdiction of the Board.

ADA Requests

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

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

CALL TO ORDER / ROLL CALL

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. Approve an Amendment to an Agreement with the City of Menlo Park for Home Electrification Projects to Extend the Term Through December 31, 2028 and Adding \$1,800,000 of CEC-funding for a Total Amount Not-to-Exceed \$3,750,000
2. Approve First Amendment to CC Power's Power Purchase Agreement with Fish Lake Geothermal LLC and Delegation of Authority to the Chief Executive Officer to Execute any Necessary Documents to Effectuate Peninsula Clean Energy's Continued Participation in the Fish Lake Geothermal Project With a Not-to-Exceed Amount of \$73 Million Over Twenty (20) Years
3. Approval of an Additional EV Ready Program Fund Reservation Agreement with GoPowerEV in the Amount of \$527,500 for a Total Amount Not-to-Exceed \$2,000,000 in Customer Incentives in Fiscal Year 2026
4. Approval of Minutes from the March 26, 2026 and April 23, 2026 Board of Directors Meetings

REGULAR AGENDA

5. Chair Report (Discussion)
6. CEO Report (Discussion)
7. PUBLIC HEARING: Update on Position Vacancies and Recruitment and Retention Strategies in Compliance with Government Code 3502.3. (Discussion)
8. Approval of the Fourth Amendment to the Peninsula Clean Energy Authority Joint

Powers Authority (JPA) Agreement (Action)

9. Approval of an Agreement for Reach Codes Consulting with TRC Engineers with a Term of June 1, 2026 Through December 31, 2029 and a Total Not-to-Exceed Amount of \$2,000,000 (Action)
10. Approval of the Dave Pine Community Award (Action)
11. Beyond the Power Content Label: Understanding Clean Energy Procurement (Discussion)
12. Board Members' Reports (Discussion)

CLOSED SESSION

The Board of Directors will adjourn to closed session to consider the following items at the end of the agenda, or at any time during the meeting as time permits. At the conclusion of closed session, the Board will reconvene in open session to report on any actions taken for which a report is required by law.

13. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOV'T CODE SEC. § 54957(b)(4)
Title: Chief Executive Officer
14. CONFERENCE WITH LABOR NEGOTIATORS (Cal. Gov. Code § 54957.6) Agency Designated Representatives: Chair Marty Medina and General Counsel; Unrepresented Employee: Chief Executive Officer
15. Reconvene Open Session (If Necessary) To Report Any Action(s) Taken During Closed Session

INFORMATIONAL REPORTS

16. Energy Supply Procurement Quarterly Update
17. May 2026 Legislative, Policy, and Political Update
18. Report on California Community Power (CCP) Joint Powers Authority
19. Social Media FAQ's
20. 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

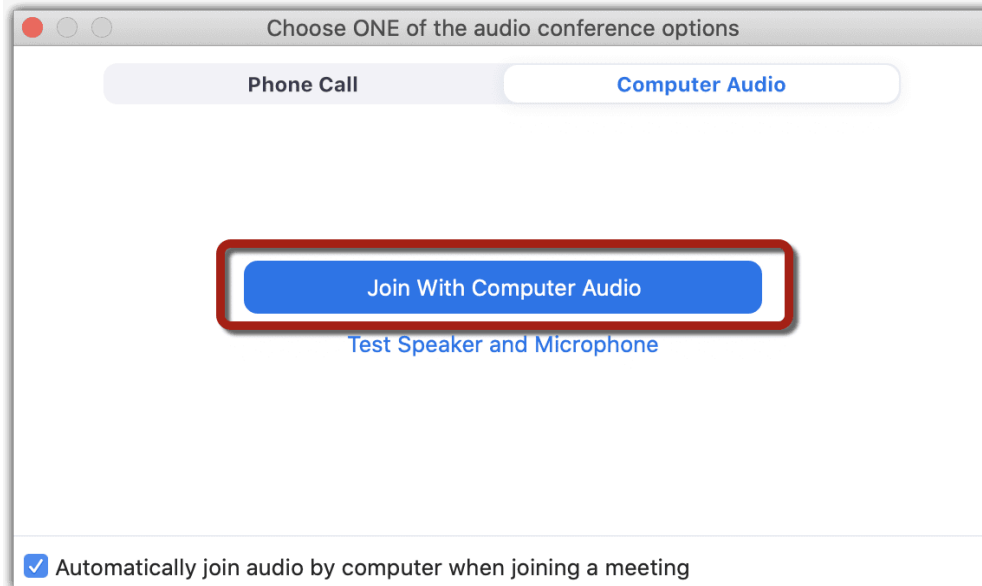
Videoconference Options:

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

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

Option 1 Videoconference with Computer Audio:

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



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

Option 2 Videoconference with Phone Call Audio

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

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

Choose ONE of the audio conference options

Phone Call Computer Audio - Connected

Country/Region United States

Dial +1 669 444 9171
+1 719 359 4580
+1 720 707 2699
+1 253 205 0468
+1 253 215 8782

Meeting ID 827 7284 3517

Participant ID

Passcode 2075

- 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 in your participant ID. Your participant ID is unique to you and is what connects your phone number to your Zoom account.
- After a few seconds, your phone audio should be connected to the Zoom application on your computer.
- 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.

Audio Only Options:

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

Option 3: Calling in via Telephone/Landline:

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 11, 2026

MEETING DATE: May 28, 2026

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Paige Garcia, Program Manager

SUBJECT: Approve an Amendment to an Agreement with the City of Menlo Park for Home Electrification Projects to Extend the Term Through December 31, 2028 and Adding \$1,800,000 of CEC-funding for a Total Amount Not-to-Exceed \$3,750,000

RECOMMENDATION

Approve an Amendment with the City of Menlo Park for home electrification projects adding \$1,800,000 of CEC funding for a total amount not to exceed \$3,750,000 and an extension of the term through December 31, 2028 in order to provide home electrification services. The program is funded exclusively through a California Energy Commission grant and PCE is not providing or authorizing funding.

BACKGROUND

In May 2020, the Board approved an Existing Building Electrification plan for existing buildings in PCE's service territory covering appliance incentives, home upgrades for low-income households and innovation pilots. The program has gone through multiple phases including the addition of incentives (begun in 2021 and expanded in late 2022), first phase of income-qualified direct install (2021), addition of the Zero Percent Loan (2022), and a second phase of direct-install and turnkey ("Full-Service Installation") services.

In July 2023, the City of Menlo Park (City) entered into an agreement with the California Energy Commission (CEC) to receive grant funding in the amount of \$4,500,000 for their citywide electrification program, a component of which overlaps with PCE's electrification programs described above.

Thus, in May 2024, PCE and the City entered into an agreement for the implementation of Menlo Park's Home Electrification Program over a three-year period ending June 2026, with funding not to exceed \$2,210,000. The City's program, focused on its Belle Haven neighborhood, largely mirrors PCE's income-qualified home electrification program with some expanded eligibility and home project scope. The agreement funds all the home upgrade costs in the Belle Haven area as well as PCE staff and marketing expenses associated with the City's program. PCE will invoice the City for staff time pursuant to this program and receive

reimbursement pursuant to the terms of the agreement.

In March 2026, the City and PCE amended the agreement, updating the scope of work to allow the City to include a rebate enhancement that stacks PCE's rebates for heat pump water heaters, heat pump HVAC systems, and panel upgrades. Menlo Park residents that install these upgrades are eligible for an additional \$1,500 rebate along with PCE's rebate, while funding is available.

DISCUSSION

The City of Menlo Park home electrification program focuses on income-qualified customers within the city to receive funding for electrification upgrades in their home. The program focuses on electrification measures such as heat pump water heaters, heat pump HVAC, electric dryers, and stoves.

PCE has been implementing the City of Menlo Park's home electrification program through the existing PCE Home Upgrade Full-Service program. There are currently 34 completed income qualified homes within Menlo Park's segment of the program, with an additional 70 homes in progress.

Program funding is provided by the CEC in phases, requiring Menlo Park and PCE to reach certain program and funding goals before additional funding is released. The program is reaching the end of the first phase and will soon be entering the second phase, necessitating that the agreement between PCE and Menlo Park is amended to extend the timing and funding in order to continue the partnership. The program has until December 2026 to exhaust the first phase of funding and December 2028 to exhaust the second phase. The program has maintained a steady pace of applications; PCE and Menlo Park both agree that each phase of funding will be exhausted within the CEC's required deadlines.

This amendment adds \$1,800,000 for an updated agreement amount not to exceed \$3,750,000 and extends the agreement by approximately 2.5 years from an original term ending June 30, 2026 to an updated term ending December 31, 2028.

FISCAL IMPACT

Funding for the Menlo Park Home Electrification Program is provided by the CEC and has been included in PCE's Energy Programs budget for FY 2026 and 2027. PCE will invoice the City for staff time pursuant to this program and receive reimbursement pursuant to the terms of the agreement.

ATTACHMENTS:

[PCE-MP-Contract Amendment-202606.pdf](#)

RESOLUTION NO. _____

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

APPROVE AN AMENDMENT TO AN AGREEMENT WITH THE CITY OF MENLO PARK FOR HOME ELECTRIFICATION PROJECTS TO EXTEND THE TERM THROUGH DECEMBER 31, 2028 AND ADDING \$1,800,000 OF CEC-FUNDING FOR A TOTAL AMOUNT NOT-TO-EXCEED \$3,750,000

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

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

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

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

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

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

WHEREAS, PCE has ongoing programs to provide incentives and financing for clean electric appliances, known as the “Home Upgrade Services” program; and

WHEREAS, PCE has been contracted by the City of Menlo Park since May 20, 2024 to administer its Home Electrification Program on behalf of the City with funding from the California Energy Commission; and

WHEREAS, PCE and Menlo Park wish to continue the current program for an additional 2.5 years from June 30, 2026 to an extended term ending December 31, 2028.

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 between the City of Menlo Park and Peninsula Clean Energy to extend the term through December 31, 2028; the Agreement shall not exceed \$3,750,000, and is exclusively funded by the City of Menlo Park through a California Energy Commission grant.

AMENDMENT NO. 2 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF MENLO PARK

THIS AMENDMENT TO THE AGREEMENT, entered into this 28th day of May, 2026 by and between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority, hereinafter called "PCE," and City of Menlo Park hereinafter called "City";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on May 20, 2024, for the purpose of Menlo Park's citywide home electrification program ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$1,800,000 to an amount not to exceed \$3,750,000.

WHEREAS, the parties wish to amend the Agreement to increase the term from June 30, 2026 to December 31, 2028.

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

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

City hereby confirms to PCE that the City has approved, appropriated and allocated Funding in an amount not to exceed three million seven hundred fifty thousand and 00/100 dollars (\$3,750,000.00) from the General Fund for use by PCE to carry out and implement the Program in accordance with its Proposal, the terms of this Agreement, and the terms of the CEC Agreement, including funding for PCE's Program set up costs in an amount of \$8,000, administrative costs in an amount of \$12,000, outreach and marketing costs of \$60,000, and ongoing program implementation in an amount of \$3,930,000 inclusive of customer management costs of \$3,000 per home successfully electrified. In the event of any conflict between the terms of the Proposal and the terms of this Agreement, the terms of this Agreement shall control. PCE acknowledges and understands that the Funding from City shall not exceed three million seven hundred fifty thousand and 00/100 dollars (\$3,750,000.00). The City shall hold and control the Funding for disbursement in accordance with the terms of this Agreement. PCE hereby represents and warrants that in exchange for the Funding that it will carry out and implement the Program in accordance with its Proposal and the terms of this Agreement. PCE shall submit disbursement requests for administrative costs and outreach and marketing on an annual basis based on PCE's Programed budget for the coming year. The City shall disburse Funding based on PCE's submitted budget within thirty (30) calendar days of requests for such disbursements.

2. The text of “Section 5 Term” shall be replaced in its entirety with the following:

Commencing on the Effective Date through and including December 31, 2028 (the “Funding Term”), the City shall make the Funding available to PCE to carry out and implement the Program in accordance with its Proposal and the terms of this Agreement. PCE shall use good faith efforts to complete the electrification of at least forty (40) Program Eligible Households prior to expiration of the Term. PCE hereby acknowledges and understands that City will only fund electrification of a Program Eligible Home if the Participation Agreement entered into by and between PCE and a Program Eligible Household is dated prior to the expiration of the Funding Term. Commencing ninety (90) calendar days prior to the expiration of the Funding Term of this Agreement, provided there is Funding remaining available, PCE shall report to City no less frequently than once per month regarding the status of any prospective opportunities to electrify the home of a Program Eligible Household in order to coordinate on the orderly close out of the remaining Funding prior to the expiration of the Funding Term.

3. The text of “Schedule of Work” contained in “Exhibit A-1 Scope of Work” shall be replaced in its entirety with the following:

Task	Timeline (start to end or due date)
Task 1 – Program Set Up	within 45 days of contract effective date
Task 2 – Administrative Reporting	45 days after contract effective date through December 31, 2028
Task 3 – Marketing and Outreach	45 days after contract effective date through December 31, 2028
Task 4 – Ongoing Program Implementation	45 days after contract effective date through December 31, 2028

4. The text of “Exhibit B – Compensation” shall be replaced in its entirety with the following:

Task	Estimated Amount (\$)	Invoicing and Payment Terms
Task 1 – Program Set Up (completed)	\$8,000	\$8,000 invoiced upon Task 1 completion.
Task 2 – Administrative Reporting (completed)	\$12,000	\$6,000 invoiced upon start of Task 2. \$6,000 invoiced twelve months after start of Task 2.
Task 3 – Marketing and Outreach (completed)	\$60,000	\$30,000 invoiced upon start of Task 3. \$30,000 invoiced twelve months after start of Task 3.
Task 4 – Ongoing Program Implementation	\$3,670,000	Invoiced monthly upon start of Task 4. For installation costs, invoiced based on measures installed that month and fixed measure costs in PCE & Subconsultant contract. For customer management costs, invoiced based on \$3,000 per home for homes completed that month.
Total Not-To-Exceed	\$3,750,000	

5. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
6. This Amendment No. 2 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: _____



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: April 17, 2026

MEETING DATE: May 28, 2026

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Roy Xu, Senior Director of Power Resources and Sara Maatta, Senior Manager of Power Resources

SUBJECT: Approve First Amendment to CC Power's Power Purchase Agreement with Fish Lake Geothermal LLC and Delegation of Authority to the Chief Executive Officer to Execute any Necessary Documents to Effectuate Peninsula Clean Energy's Continued Participation in the Fish Lake Geothermal Project With a Not-to-Exceed Amount of \$73 Million Over Twenty (20) Years

RECOMMENDATION

Approve First Amendment to CC Power's Power Purchase Agreement with Fish Lake Geothermal LLC and Delegation of Authority to the Chief Executive Officer to Execute any Necessary Documents to Effectuate Peninsula Clean Energy's Continued Participation in the Fish Lake Geothermal Project With a Not-to-Exceed Amount of \$73 Million Over Twenty (20) years.

BACKGROUND

Peninsula Clean Energy's Board of Directors has set a long-term goal to procure 100% of its energy supply from renewable energy sources by 2030 through strategic and cost-effective procurement of resources that maximizes 24/7 hourly matching of renewable energy and load. Geothermal energy is a valuable part of reaching a 24/7 renewable goal because it provides clean energy twenty-four hours a day, three hundred and sixty-five days a year, unlike wind and solar energy which only produce energy when weather permits.

In July 2022, Peninsula Clean Energy, as a member of California Community Power ("CC Power"), executed offtake agreements for a share of a long-term Power Purchase Agreement ("PPA") with Fish Lake Geothermal, LLC for the Fish Lake Geothermal Project ("Project"), a 13 MW share of an up to 19.8 MW geothermal power plant under development in western Nevada. Since then, the Project has encountered development challenges that threaten the project's viability. CC Power, on behalf of participating members, has negotiated terms to a potential amendment that will be mutually beneficial and allow the project to remain viable.

The Peninsula Clean Energy Board of Directors approved a Not-To-Exceed amount for the Project of \$41 million in July 2022. Staff is recommending the Board increase the Not-To-

Exceed amount by \$32 million to a total of \$73 million, representing PCE's share of the Maximum Capacity of 19.8 MW as well as adjustments to the contract price.

Joint Procurement Through CC Power

In 2021, a group of Community Choice Aggregators ("CCAs") came together to form a joint powers authority ("JPA") called California Community Power ("CC Power") to leverage their combined buying power to provide cost effective joint services, programs, and procurement of energy resources and products. The other CCAs that are currently members of CC Power include Central Coast Community Energy ("3CE"), Silicon Valley Clean Energy ("SVCE"), San Jose Clean Energy ("SJCE"), Redwood Coast Energy Authority ("RCEA"), Valley Clean Energy ("VCE"), Sonoma Clean Power ("SCP"), Ava Community Energy ("Ava"), and Clean Power San Francisco ("CPSF").

Not all CC Power members participate in each jointly procured project. For Fish Lake Geothermal, eight members participated. Table 1 shows the CC Power members participating the Project and their respective Project shares. Peninsula Clean Energy's share of the project, assuming a minimum 13 MW project, is 2.3 MW, and assuming a 19.8 MW project, is 3.5 MW. Under the participation agreement (the "Project Participant Share Agreement" or "PPSA") previously executed by Peninsula Clean Energy for this project, Peninsula Clean Energy agreed to take on an additional "step-up" capacity of up to 25% of our share of the project in the event of a default by another participating member. Thus, approving an increase in Maximum Capacity under the Amendment to 19.8 MW increases Peninsula Clean Energy's potential total capacity if a "step-up" event occurs to 4.4 MW. While staff does not expect a "step-up" event to occur, staff is seeking pre-approval of that additional expenditure, as is necessary under the previously executed PPSA with CC Power.

Table 1

Project Participant	Entitlement Share	Entitlement Share (MW) assuming 13 MW Project	Entitlement Share (MW) assuming 19.8 MW Project	Step-Up Allocation Cap per PPSA (125% of Entitlement Share) assuming 19.8 MW project
3CE	18.6%	2.4	3.7	4.6
CPSF	14.5%	1.9	2.9	3.6
PCE	17.8%	2.3	3.5	4.4
RCEA	2.8%	0.4	0.6	0.7
SJCE	17.4%	2.3	3.4	4.3
SVCE	14.0%	1.8	2.8	3.5
SCP	11.7%	1.5	2.3	2.9
VCE	3.2%	0.4	0.6	0.8
Total	100%	13	19.8	N/A

Projects that are procured jointly through CC Power require additional agreements to effectuate. Table 2 below summarizes the three main agreements that are used to procure power products jointly through CC Power.

This Amendment will only affect the PPA between CC Power and the Seller, Fish Lake Geothermal, LLC. The CC Power Board of Directors conditionally approved the Amendment at the CC Power Board of Directors meeting on April 22, 2026, subject to approval by individual CC Power Member governing bodies. The Peninsula Clean Energy Board of Directors' vote tonight will approve the CC Power vote in April, and confirm Peninsula Clean Energy's election to continue participating in the project subject to the terms of the Amendment.

Table 2

Agreement	Purpose of the Agreement	Parties to the Agreement	Will Amendment 1 Affect the Agreement?
Power Purchase Agreement (PPA)	Describes the energy products to be sold, project development milestones, security instruments to collateralize the agreement, performance guarantees and penalties, events of default, and other terms	Buyer (CC Power) and Seller (Fish Lake Geothermal, LLC)	Yes
Project Participant Share Agreement (PPSA)	Conveys project benefits from CC Power to each of the CCAs, and specifies payment obligations of each CCA to CC Power, proportionate to each CCA's entitlement share of the project. Describes each CCA's "Step-Up Obligation" should any participating member default. Each CCA commits to taking on an additional 25% entitlement share of the project to cover a potential participant default.	Members (8 CCAs including Peninsula Clean Energy) and CC Power	No

Buyer Liability Pass Through Agreement (BLPTA)	Guaranty by each CCA of its share of payment obligations under the PPA, in the event that CC Power fails to make payments on behalf of the participating CCAs. In exchange, Seller agrees to release CC Power from liability and to limit recovery from each CCA to an amount proportionate to each CCA's entitlement share of the project.	Peninsula Clean Energy, CC Power, and Seller (Fish Lake Geothermal, LLC) Note that each CCA signs an individual BLPTA	No
--	---	--	----

Development Challenges

The Project is being developed by Open Mountain Energy, LLC, a U.S. subsidiary of Kaishan Group, an international company based in China that specializes in heavy industrial products and services, including a vertically integrated power production division. Because of the upstream Chinese ownership, and vertically integrated supply chain for power generation equipment based in China, the project faces challenges with import tariffs and tax credit changes. In order to avoid reductions in tax credits, the project must achieve commercial operation by the end of 2027, which limits flexibility on sourcing power equipment from outside China. Because of these constraints, the Project expects to face high tariffs on equipment imported from China. While the project possesses full site control, the Project has faced permitting delays in seeking environmental permits from the State of Nevada and the Bureau of Land Management. Permitting issues are still ongoing but are on track for resolution, and the Project is on track to achieve commercial operation by the end of 2027.

Amendment Terms

The Amendment makes updates to several key terms of the original agreement, summarized below in Table 3.

Table 3

Contract Term	Amendment
Development Milestones	Guaranteed Commercial Operation Date was extended to October 1, 2027. Other milestone dates were extended in accordance with the Commercial Operation Date extension.
Contract Price	Due to the imposition of federal tariffs on foreign imports and OME's dependency on Chinese equipment, OME requested a price adjustment to cover the incremental costs of the project.

Incremental Capacity	As a condition to adjust the contract price, OME provided CC Power rights to additional capacity that may become available from the Project, with a Maximum Capacity of 19.8 MW. The capacity of the Project under the original agreement was 13 MW.
Delivery Point	Updates were made to the Delivery Point terms to account for transmission system changes since the original agreement was executed in 2021
COD Payment	In consideration of Buyer's agreement to these amendment terms, Seller will make a one-time cash payment to Buyer when the Project achieves Commercial Operation

Project Benefits

The Fish Lake Geothermal Project is a valuable project in Peninsula Clean Energy's portfolio. Although it is a relatively small project (Peninsula Clean Energy's share is only 2.3 MW of capacity assuming the minimum 13 MW project), the Project conveys multiple benefits. The Project delivers energy and renewable attributes, and is expected to deliver resource adequacy, dependent on PCE obtaining sufficient import credits via CAISO's Import Capability process. As a baseload renewable resource, the Project delivers around-the-clock renewable energy, which is crucial to achieving our ambitious 24/7 hourly matching goals. Finally, the Project qualifies for the "Firm Clean Resource" ("FCR") category under the CPUC's Mid-Term Reliability ("MTR") Order, which mandates each LSE to procure capacity in specific categories in each year between 2021 and 2028. The FCR category of the MTR Order is notoriously the most difficult type of capacity to procure, making this project a valuable project for regulatory compliance.

DISCUSSION

Geothermal energy is a key resource type that Peninsula Clean Energy needs to procure in order to reach its aggressive clean energy goal of serving customers with 100% renewable energy by 2030 while maximizing 24/7 hourly matching. The Fish Lake Geothermal Project provides multiple benefits to Peninsula Clean Energy, and remains a valuable project in PCE's portfolio, despite development challenges. Staff recommends approving Amendment 1 to the PPA in order to provide a viable path forward for the Project to achieve commercial operation by the end of 2027.

FISCAL IMPACT

The fiscal impact of the Project will not exceed \$73 million over the twenty (20) year term of the Agreement commencing on or about October 1, 2027.

STRATEGIC PLAN

Approving the Amendment 1 to the Fish Lake Geothermal PPA supports the following objectives in Peninsula Clean Energy's strategic plan:

Procurement: PCE will maintain a 100% zero-carbon power resource portfolio while working

towards delivering 100% renewable energy on an annual basis by 2030 through strategic and cost-effective procurement that can maximize PCE's 24/7 hourly matching of renewable energy to PCE's load while prioritizing reducing grid emissions and lowering customer costs.

ATTACHMENTS:

[2026-04-23 CCP - OME PPA Amendment No. 1 Fully Executed PUBLIC.pdf](#)

RESOLUTION NO. _____

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

APPROVE FIRST AMENDMENT TO CC POWER'S POWER PURCHASE AGREEMENT WITH FISH LAKE GEOTHERMAL LLC AND DELEGATION OF AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE ANY NECESSARY DOCUMENTS TO EFFECTUATE PENINSULA CLEAN ENERGY'S CONTINUED PARTICIPATION IN THE FISH LAKE GEOTHERMAL PROJECT WITH A NOT-TO-EXCEED AMOUNT OF \$73 MILLION OVER TWENTY (20) YEARS

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"), that

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

WHEREAS, Peninsula Clean Energy is purchasing energy, renewable energy, carbon-free energy, and related products and services to supply its customers; and

WHEREAS, Peninsula Clean Energy is a member of the California Community Power ("CC Power") joint powers authority; and

WHEREAS, the Peninsula Clean Energy Board approved participation in the Fish Lake Geothermal Project on July 28, 2022 for a share of the geothermal project jointly contracted through CC Power; and

WHEREAS, CC Power and the participating CC Power members, including Peninsula Clean Energy, seek to amend the Power Purchase Agreement for the Fish Lake Geothermal Project; and

WHEREAS, recent federal changes to import tariffs and tax credit law have challenged the development of the project; and

WHEREAS, consistent with its mission of reducing greenhouse gas emissions by expanding access to sustainable and affordable energy solutions, Peninsula Clean Energy supports the amendments to the PPA negotiated by CC Power to address the development challenges faced by the developer of the Fish Lake Geothermal Project in a mutually beneficial manner; and

WHEREAS, the Fish Lake Geothermal Project can help Peninsula Clean Energy with meeting the procurement mandates specified by the California Public Utilities Commission under the Mid-Term Reliability Orders; and

WHEREAS, Staff is presenting to the Board for its review first Amendment to the Power Purchase Agreement between CC Power and Fish Lake Geothermal, LLC, reference to which should be made for further particulars; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to approve the Amendment as a member of CC Power's Board of Directors, and execute any necessary documents to effectuate Peninsula Clean Energy's continued participation in the Fish Lake Geothermal Project; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves the First Amendment to California Community Power's Power Purchase Agreement with Fish Lake Geothermal LLC and delegates authority to the Chief Executive Officer to execute any necessary documents to effectuate Peninsula Clean Energy's continued participation in the Fish Lake Geothermal Project, with a not-to-exceed amount of \$73 million over twenty (20) years.

CONFIDENTIAL

AMENDMENT NO. 1 TO RENEWABLE POWER PURCHASE AGREEMENT

This Amendment No. 1 (the “**First Amendment**”) to the Agreement (as defined below), is dated as of April 23, 2026 (the “**First Amendment Effective Date**”), between California Community Power, a California joint powers authority (“**Buyer**”), and Fish Lake Geothermal LLC, a Nevada limited liability company (“**Seller**”). Seller and Buyer are each a “**Party**” and together the “**Parties**”. Capitalized terms used and not defined in this First Amendment have the respective meanings assigned to them in the Agreement (as defined below).

RECITALS

- A. The Parties entered into that certain Renewable Power Purchase Agreement, dated as of May 31, 2022 (as may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Agreement**”).
- B. The Agreement contains a Guaranteed Construction Start Date of January 1, 2024 and a Guaranteed Commercial Operation Date of June 1, 2024, which Seller failed to achieve due to interconnection and permitting delays.
- C. Buyer permitted the maximum Development Cure Period under the Agreement to extend the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date, but Seller was still unable to achieve the extended Guaranteed Construction Start Date and Guaranteed Commercial Operation Date.
- D. Due to the imposition of import tariffs on Facility equipment and development and construction delays, as of the First Amendment Effective Date, the Parties have agreed to a Contract Price increase.
- E. The maximum capacity of the geothermal facility that includes the Facility (“**Project**”) is 19.8 MW (“**Maximum Capacity**”). In addition to the Guaranteed Capacity of 13.0 MW, Seller has an existing agreement with Third Party for 3.0 MW of the Maximum Capacity (“**Committed Capacity**”). Therefore, the maximum available capacity of the Project is 3.8 MW (“**Maximum Available Capacity**”). The Parties intend to provide Buyer the exclusive right to purchase products relating to the Maximum Available Capacity at the Contract Price and an option to purchase products from New Capacity that may become available at the Project.
- F. The Parties now intend to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendments to the Agreement.**
 - (a) The Cover Sheet is deleted in its entirety and replaced with **Attachment A** to this First Amendment.
 - (b) The following defined terms are added to the definitions in **Section 1.1** in alphabetic order.
 1. “**Additional Capacity**” means Committed Capacity or Maximum Available Capacity, as applicable, from the Project (i) that is greater than the Guaranteed

CONFIDENTIAL

Capacity prior to the Commercial Operation Date, or (ii) greater than the Installed Capacity after the Commercial Operation Date, but in either case, no greater than the Maximum Capacity minus the Guaranteed Capacity.

2. **“Additional Capacity Initial Delivery Date”** has the meaning set forth in Section 3.1(b)(ii).
 3. **“Committed Capacity”** has the meaning set forth in the Recitals to this First Amendment.
 4. **“Contract Capacity”** means (a) prior to the Commercial Operation Date, the Guaranteed Capacity, and (b) on and after the Commercial Operation Date, the Installed Capacity.
 5. **“[REDACTED]”** means the CAISO Scheduling Point named [REDACTED] which is part of CAISO Branch Group named [REDACTED].
 6. **“First Amendment”** has the meaning set forth in the Preamble to the First Amendment.
 7. **“First Amendment Effective Date”** has the meaning set forth in the Preamble to the First Amendment.
 8. **“Intertie”** has the meaning set forth in the CAISO Tariff.
 9. **“Maximum Available Capacity”** has the meaning set forth in the Recitals to this First Amendment.
 10. **“Maximum Capacity”** has the meaning set forth in the Recitals to this First Amendment.
 11. **“New Capacity”** has the meaning set forth in Section 3.1(c).
 12. **“Project”** has the meaning set forth in the Recitals to this First Amendment.
 13. **“Shortfall Capacity”** has the meaning set forth in Exhibit B.
 14. **“[REDACTED]”** means the CAISO Scheduling Point named [REDACTED] which is part of the CAISO Branch Group named [REDACTED].
 15. **“Third Party”** means [REDACTED] or any successor thereto.
- (c) The following definitions are deleted in their entirety from Section 1.1 and replaced with the following:

1. **“Installed Capacity”** means the peak electrical output of the Facility, as measured in MW-AC at the Delivery Point, that achieves Commercial Operation, adjusted for ambient conditions on the date of the performance test, and as evidenced by a certificate substantially in the form attached as Exhibit I hereto. If Additional Capacity becomes available after the Commercial Operation Date, for all purposes under this Agreement “Installed Capacity” shall include the amount of Additional Capacity accepted pursuant to Buyer’s Notice as set forth within Section

CONFIDENTIAL

3.1(b)(ii)(B), subject to the conditions in Section 3.1(b)(iii).

- (d) Section 2.2(f) is deleted in its entirety and replaced with the following:

“(f) Seller has obtained Firm Transmission Rights sufficient to deliver the Contract Capacity to the Delivery Point and has provided documentation of the same to Buyer;”

- (e) Section 3.1 is deleted in its entirety and replaced with the following:

“3.1 **Purchase and Sale of Product/Contract Capacity**

(a) **Purchase and Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer will purchase all the Product produced by or associated with the Installed Capacity from the Facility at the Contract Price, and Seller shall supply and deliver to Buyer all the Product produced by or associated with the Facility, except as permitted pursuant to Section 3.1(b)(v). At its sole discretion, Buyer may, during the Delivery Term, re-sell or use for another purpose all or a portion of the Product, provided that no such re-sale or use shall relieve Buyer of any obligations hereunder, including the last sentence of Section 5.2. During the Delivery Term, Buyer will have exclusive rights to offer, bid, or otherwise submit the Product, or any Capacity Attributes thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues. Buyer has no obligation to purchase from Seller any Product for which the associated Energy is not or cannot be delivered to the Delivery Point as a result of an outage of the Facility, a Force Majeure Event, a Curtailment Order, or relating to Additional Capacity prior to the Additional Capacity Initial Delivery Date. For the avoidance of doubt, settlement with CAISO shall not be deemed a sale by Seller to a third party of Product in contravention of this Section 3.1.

(b) **Contract Capacity.** If at any time during the Term, Maximum Available Capacity becomes available as a result of plant performance as determined by Seller in its sole discretion or Committed Capacity becomes available, then, in addition to its rights to the Products associated with the Guaranteed Capacity, Buyer shall have the exclusive right to all Product associated with the Maximum Available Capacity or Committed Capacity, as applicable, at the Contract Price, except as otherwise provided in Section 3.1(b)(v). For the avoidance of doubt, except as otherwise set forth in this Agreement, Buyer shall have no right to the Committed Capacity or any products associated with such Committed Capacity unless such Committed Capacity becomes available and Buyer exercises its rights to such available Committed Capacity as set forth in this Section 3.1(b).

(i) If Additional Capacity becomes available and Seller has obtained Firm Transmission rights to the Delivery Point for the Additional Capacity as set forth in Exhibit A, Seller shall promptly provide Notice to Buyer setting forth the amount of Additional Capacity with Firm Transmission rights to the Delivery Point and the expected date that Product can be delivered from the Additional Capacity to the Delivery Point using Firm Transmission rights. If Seller’s Notice under this Section 3.1(b)(i) is provided to Buyer after the Commercial Operation Date, Seller shall concurrently provide to Buyer an Installed Capacity Certificate in the form of Exhibit I that shall be used for updating the Installed Capacity pursuant to Section 3.1(b)(iii).

(ii) After Seller provides Notice to Buyer pursuant to Section 3.1(b)(i),

CONFIDENTIAL

Buyer shall cause the Project Participants to use commercially reasonable efforts to obtain Import Capacity at the anticipated Delivery Point necessary to import the Net Qualifying Capacity from the Additional Capacity into the CAISO.

(A) If the Project Participants are unable to obtain Import Capacity for some or all of the Additional Capacity initially, Buyer shall cause the Project Participants to seek Import Capacity for the Additional Capacity in subsequent import capability allocations, unless Buyer determines in its reasonable judgment that continued efforts are not commercially reasonable; provided that, notwithstanding Section 3.1(b)(v), if the Project Participants are unable to obtain Import Capacity for the full amount of Additional Capacity set forth in Seller's Notice under Section 3.1(b)(i) in three (3) consecutive annual CAISO Import Capacity allocation processes and Buyer does not accept some or all of the Additional Capacity that did not receive Import Capacity prior to thirty (30) days after the results of the third consecutive annual CAISO Import Capacity allocation process have been released by CAISO, Seller shall be free to market and sell any products to third parties relating to the Additional Capacity of the Facility not accepted by Buyer pursuant to Section 3.1(b)(ii)(A) and Section 3.1(b)(ii)(B) and retain all proceeds related thereto. Seller shall use commercially reasonable efforts to support Buyer and Project Participants in obtaining such Import Capacity.

(B) Buyer shall provide Notice to Seller when the Project Participants have secured Import Capacity at the Delivery Point for some or all of the Additional Capacity and/or if Buyer in its sole discretion elects to accept some or all of the Additional Capacity without Import Capacity rights, which Notice shall set forth the amount of Additional Capacity that Buyer will accept and the date upon which deliveries of Product to Buyer from some or all of the Additional Capacity shall commence under this Agreement (which date cannot be earlier than the Commercial Operation Date or the date set forth in Seller's Notice pursuant to Section 3.1(b)(i) ("**Additional Capacity Initial Delivery Date**"); provided that the Additional Capacity Initial Delivery Date will be extended to the actual date that Seller is able to deliver Additional Capacity to the Delivery Point using Firm Transmission rights if such date is after the date included in Seller's Notice pursuant to Section 3.1(b)(i). For avoidance of doubt, Buyer may issue more than one Notice to Seller under this Section 3.1(b)(ii)(B) at any time prior to thirty (30) days after the results of the third consecutive annual CAISO Import Capacity allocation process have been released by CAISO.

(iii) Commencing on the date of Buyer's Notice(s) under Section 3.1(b)(ii)(B), (A) for all purposes under the Agreement, the Guaranteed Capacity (if Buyer's Notice is provided prior to the Commercial Operation Date) or Installed Capacity (if Buyer's Notice is provided after the Commercial Operation Date) will include the Additional Capacity accepted by Buyer pursuant to Buyer's Notice, and (B) the term "Facility" shall be deemed to include the updated Guaranteed Capacity (if Buyer's Notice is provided prior to the Commercial Operation Date) or updated Installed Capacity (if Buyer's Notice is provided after the Commercial Operation Date). For the avoidance of doubt, any amount of

CONFIDENTIAL

Additional Capacity not accepted by Buyer under Section 3.1(b)(ii)(B) will not be included in the Guaranteed Capacity or Installed Capacity, as applicable, unless or until Buyer provides additional Notice to Seller that it has accepted some or all of the Additional Capacity amounts initially not accepted by Buyer and then, only to the extent of the additional accepted Additional Capacity.

(iv) Seller shall provide additional Development Security or Performance Security, as applicable, to Buyer within sixty (60) days of the date of Buyer's Notice(s) described in Section 3.1(b)(ii)(B) corresponding to the amount of Additional Capacity accepted by Buyer. Provided, however, if this Agreement is terminated due to a Seller Event of Default after the date of Buyer's Notice but prior to Seller's posting of additional Development Security under this Section 3.1(b)(iv), the Damage Payment shall be deemed to include Development Security in the amount of the Guaranteed Capacity, inclusive of the Additional Capacity accepted by Buyer.

(v) Notwithstanding any other provision of this Agreement, Seller may market and sell any products relating to the Additional Capacity of the Facility to third parties until the Additional Capacity Initial Delivery Date. Further, for any portion of the Additional Capacity that is not accepted by Buyer as of the Additional Capacity Initial Delivery Date, Seller may market and sell any products relating thereto until such time as Buyer accepts such incremental Available Capacity. For each month that includes sales of Product to third parties under this Section 3.1(b)(v), Seller shall pay to Buyer any revenues realized from sales of Product associated with the Available Capacity to third parties (including for the avoidance of doubt, sales to the CAISO or other balancing authority) that are in excess of the revenues Seller would have received through sales of the Product associated with the Available Capacity to Buyer at the Contract Price. Buyer shall have no responsibility or liability to Seller if the third party revenues are less than the amount Seller would have received from Buyer for sales of Product associated with the Available Capacity under this Agreement. Buyer shall have no obligation for any payment associated with the Available Capacity until Seller has commenced deliveries to Buyer of Product relating to the Additional Capacity at the Delivery Point as of the Additional Capacity Initial Delivery Date.

(c) **Limitation on Seller's Ability to Sell New Capacity.** If Seller installs new power generation equipment at the Project that increases the capacity of the Project in excess of the Maximum Capacity ("**New Capacity**"), neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to such New Capacity to a party other than Buyer, unless (i) Seller has provided Buyer Notice of any New Capacity and the price and other material terms and conditions for which Seller will offer to sell product from such New Capacity to Buyer, and (ii) Buyer has, within sixty (60) days of receipt of such Notice, rejected Seller's offer to purchase product associated with the New Capacity, in which case Seller or Seller's Affiliates may sell, market or deliver any product that is associated with or attributable to the New Capacity to any third party on terms and conditions no more favorable than those offered to Buyer. If Buyer does not respond to Seller's Notice of New Capacity within sixty (60) days of receipt of such Notice, Buyer will be deemed to have rejected Seller's offer.

Neither Seller nor Seller's Affiliates may sell or transfer the Project, or any part thereof, or land rights or interests in the Site (including the interconnection queue position of the

CONFIDENTIAL

Project) so long as the limitations contained in this Section 3.1(c) apply, unless the transferee agrees to be bound by the terms set forth in this Section 3.1(c) pursuant to a written agreement approved by Buyer in its reasonable discretion.

Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 3.1(c).”

- (f) Section 3.7(c) is deleted in its entirety and replaced with the following:

“(c) Buyer shall cause the Project Participants to use commercially reasonable efforts to obtain the Import Capability at the anticipated Delivery Point(s) as necessary to import the Guaranteed Net Qualifying Capacity from the Facility into the CAISO. Seller shall use commercially reasonable efforts to support Buyer and Project Participants in obtaining such Import Capability. To the extent Project Participants do not or cannot maintain Import Capability at the anticipated Delivery Point(s) necessary to support the importation of the Guaranteed Net Qualifying Capacity into the CAISO for reasons other than a Seller failure under this Agreement or the inability of Seller to maintain the Facility as a Pseudo-Tie Resource, the Capacity Attributes that are not imported or that cannot be imported shall constitute Deemed Delivered RA.”

- (g) Section 11.1(b)(xi) is added as follows:

“(xi) Seller fails to comply with the requirements of Section 3.1.”

- (h) Section 13.1(i) is deleted in its entirety and replaced with the following:

“(i) Except as set forth in Exhibit A, Seller shall maintain rights sufficient to deliver the Contract Capacity to the Delivery Point throughout the Delivery Term.”

- (i) Exhibit A is deleted and replaced as set forth in Attachment B to this First Amendment.

- (j) Section 5 of Exhibit B is deleted in its entirety and replaced with the following:

“**Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is less than one hundred percent (100%) of the Guaranteed Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed Capacity is equal to no less than the Guaranteed Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I hereto specifying the new Installed Capacity. If Seller fails to construct the Guaranteed Capacity by such date, (a) Seller shall pay “**Capacity Damages**” to Buyer, in an amount equal to [REDACTED] for each MW that the Guaranteed Capacity exceeds the Installed Capacity (“**Shortfall Capacity**”) and (b) the Guaranteed Capacity will be reduced by an amount equal to the Shortfall Capacity for all purposes hereunder.”

- (k) Exhibit N is deleted and replaced as set forth in Attachment C to this First Amendment.

- (l) Exhibit O is deleted and replaced as set forth in Attachment D to this First Amendment.

3. One Time Payment. In consideration of Buyer’s agreement to the amendments herein, Seller shall pay to Buyer [REDACTED]

CONFIDENTIAL

██████████ following the Commercial Operation Date.

4. Limited Effect. Except as expressly provided in this First Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the First Amendment Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import will mean and be a reference to the Agreement as amended by this First Amendment.

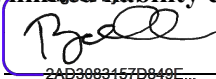
5. Miscellaneous.

- (a) This First Amendment is governed by and construed in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of such State.
- (b) This First Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.
- (c) The headings in this First Amendment are for reference only and do not affect the interpretation of this First Amendment.
- (d) This First Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this First Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this First Amendment.
- (e) This First Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (f) Each Party shall pay its own costs and expenses in connection with this First Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

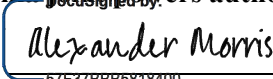
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the First Amendment Effective Date.

FISH LAKE GEOTHERMAL LLC,
a Nevada ~~limited liability~~ company

By: 
Name: Brady Olson
Title: Chief Executive Officer

CALIFORNIA COMMUNITY POWER,
a California ~~joint powers~~ authority

By: 
Name: Alexander Morris
Title: General Manager

Approved as to form:

By: 
Name: Joshua Nelson
Title: General Counsel

ATTACHMENT A

RENEWABLE POWER PURCHASE AGREEMENT COVER SHEET

Seller: Fish Lake Geothermal LLC (“**Seller**”)

Buyer: California Community Power, a California joint powers authority (“**Buyer**”)

Description of Facility: Fish Lake Geothermal Project, a geothermal power plant with a Guaranteed Capacity of 13.0 MW, a Maximum Available Capacity of 3.8 MW, a target Contract Capacity of 16.8 MW, and a Maximum Capacity of 19.8 MW, located in Esmeralda County, in the State of Nevada, as further described in Exhibit A.

Milestones:

Milestone	Expected Date for Completion
Evidence of Site Control	Complete
CEC Pre-Certification Obtained	Complete
Seller’s receipt of facilities study results for Seller’s Interconnection Facilities	Complete
Interconnection Agreement executed	Complete
Documentation of Conditional Use Permit if required: [] CEQA, [] Cat Ex, [] Neg Dec, [] Mitigated Neg Dec, [] EIR, [X] NEPA	June 30, 2026
Federal and State discretionary permits obtained	July 31, 2026
Major Equipment procured	September 30, 2026
Guaranteed Construction Start Date	September 30, 2026
Network Upgrades Completed	May 31, 2027
Initial Synchronization	June 15, 2027
Expected Commercial Operation Date	July 1, 2027
Guaranteed Commercial Operation Date	October 1, 2027

Delivery Term: Twenty (20) Contract Years.

Expected Energy: [REDACTED]

Contract Price: [REDACTED]

Product:

- ☒ Delivered Energy
- ☒ Green Attributes (Portfolio Content Category 1) associated with Delivered Energy
- ☒ Capacity Attributes
- ☒ Ancillary Services

Scheduling Coordinator: Seller

Security:

CP Security: [REDACTED]

Development Security: [REDACTED].

Performance Security: [REDACTED].

ATTACHMENT B

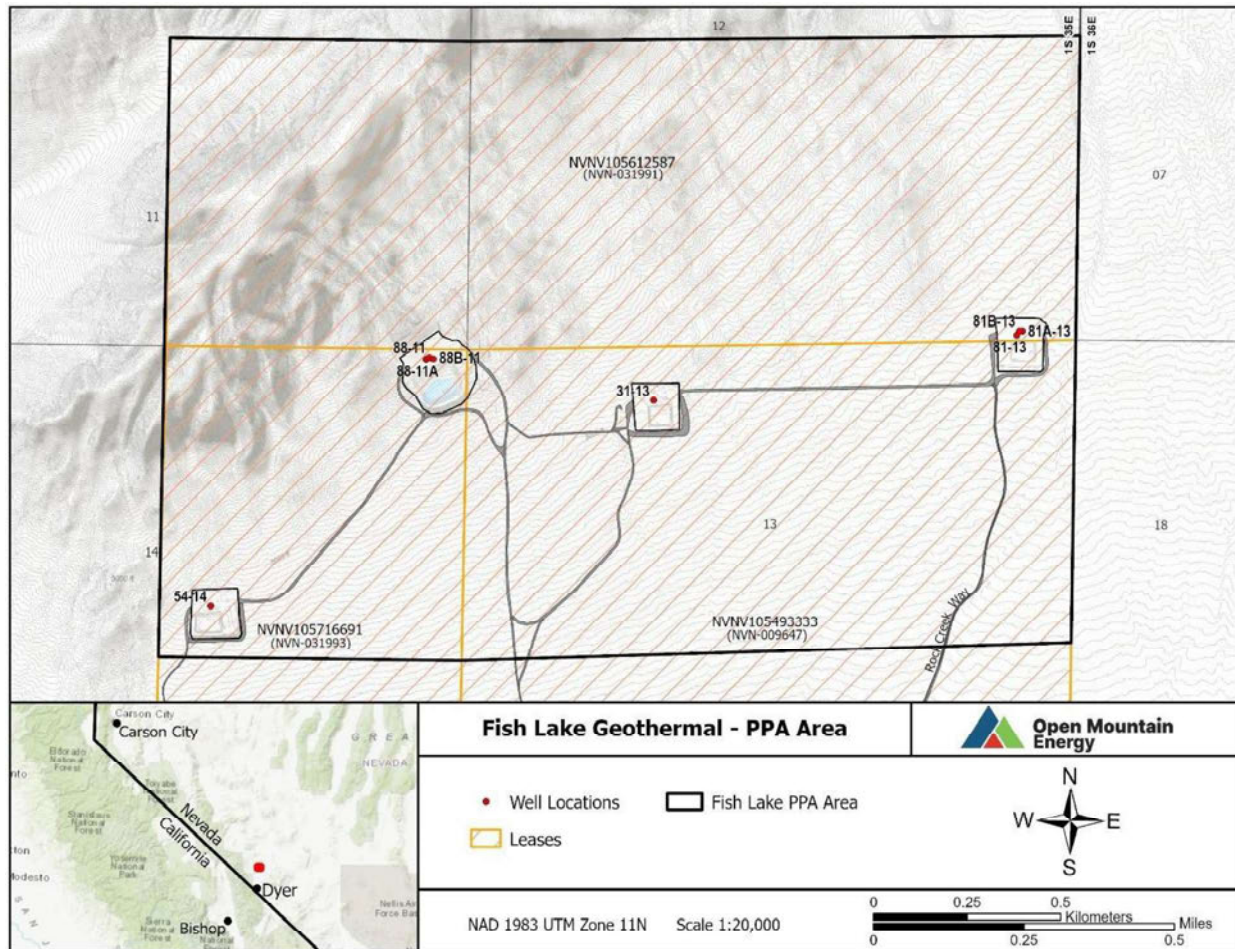
EXHIBIT A

FACILITY DESCRIPTION

Site Name: Fish Lake Geothermal Project

Site location: T1S, R35E, Sections 11 SE/4, 12 S/2, 13 N/2, 14 NE/4; All within APN: BLM 007-021-01

Total Acreage: 996.1 ac



City: 18 miles north of Dyer, Nevada

County: Esmeralda

Zip Code: 89010

Latitude and Longitude:

37°51'39.33"N, 118° 2'2.69"W

Facility Description: A geothermal power plant with a Guaranteed Capacity and Maximum Capacity as set forth herein.

Interconnection Point: The Facility shall interconnect to the NV Energy Silver Peak Substation.

Delivery Point: [REDACTED], provided, however, if and when the following conditions are satisfied, the Delivery Point will be [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Seller shall promptly provide Notice to Buyer upon the occurrence of conditions (i) and (ii) in the preceding sentence.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Settlement Point: TH_NP15_GEN-APND (or any successor aggregated pricing node for NP-15).

Facility Meter: See Exhibit P

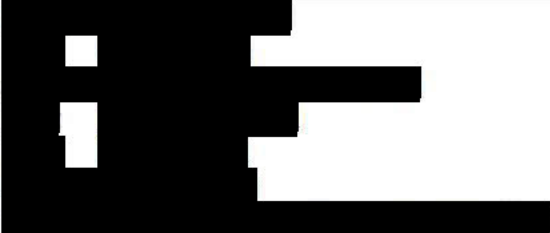
Facility Metering Points: See Exhibit P

Transmission Provider: NV Energy

ATTACHMENT C

EXHIBIT N

NOTICES

Fish Lake Geothermal LLC, a Nevada Limited Liability Company ("Seller")	California Community Power, a California joint powers authority ("Buyer")
All Notices: 	All Notices: 
Contract Management: 	Contract Management: 
Invoices: 	Invoices: 
Payments: 	Payments: 
Wire Transfer: 	Wire Transfer: 
Reference Numbers: 	Reference Numbers: 
	

With additional Notices of an Event of Default to: [REDACTED] [REDACTED] [REDACTED] [REDACTED]	With additional Notices of an Event of Default to: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
---	---

ATTACHMENT D

EXHIBIT O

OPERATIONAL CHARACTERISTICS

Each calendar month of the Delivery Term, Seller shall maintain minimum Adjusted Energy Production (“AEP”) during the hours of 4-9 p.m. PPT (HE17 - HE21) in a quantity no less the following:

Month of Delivery Term	Minimum AEP during HE17-HE21 (in MWh per MW of Installed Capacity)
JAN	■
FEB	■
MAR	■
APR	■
MAY	■
JUN	■
JUL	■
AUG	■
SEP	■
OCT	■
NOV	■
DEC	■



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 14, 2026
MEETING DATE: May 28, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Melanie Jasper, Associate Programs Manager

SUBJECT: Approval of an Additional EV Ready Program Fund Reservation Agreement with GoPowerEV in the Amount of \$527,500 for a Total Amount Not-to-Exceed \$2,000,000 in Customer Incentives in Fiscal Year 2026

RECOMMENDATION

Approval of an additional EV Ready Program Fund Reservation Agreement with GoPowerEV in the amount of \$527,500 for a total amount not to exceed \$2,000,000 in Customer Incentives in fiscal year 2026.

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 program's "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, its 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 the 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. GoPowerEV, a trusted program partner since 2023 regularly acts as a Designated Applicant for EV Ready projects.

GoPowerEV is responsible for the installation of over 200 charging ports across PCE service territory to date, including some of the largest multifamily EV charging retrofit projects in the country. In July 2025, the Board approved authorization for total funding applications for GoPowerEV not to exceed \$1.5M in FY 2026. The Discussion section below provides further detail on the requested approval by the Board for approval of an additional funding reservation value of \$527,500 to install 211 ports, one of the largest such projects in the country. This will increase the total contracted incentive reservations above \$1.5M and a new maximum is proposed for up to \$2,000,000 in fiscal year 2026 EV Ready Fund Reservation Agreements with GoPowerEV.

Overall, the EVReady program has helped the community install over 2,500 charging ports, including several record-breaking EV charging projects that have garnered national media attention. Two-thirds of PCE's ports are in multi-family developments. In July, PCE will be facilitating a ribbon-cutting for a multi-family project with over 200 ports in South San Francisco, breaking another EV charging record. PCE's impact has begun influencing state and regional policy and industry practitioners towards using PCE's "right-sizing" methodology for scalable EV charging solutions.

DISCUSSION

Peninsula Clean Energy has already received EV Ready funding applications from GoPowerEV this fiscal year that have exceeded \$250,000 in cumulative value for FY 2026. In July 2025, the Board previously approved EV Ready funding reservations with GoPowerEV in an amount not to exceed \$1.5M in FY 2026. Since then, PCE EV Ready increased per port program incentives for Level 1 outlets causing the total funding reserved with GoPowerEV to increase. Additionally, GoPowerEV submitted an additional project requesting \$527,500 in reserved funds. Because the total funding reservations now exceed \$1.5M in total contract value for FY 2026, staff seeks authorization for the CEO to execute the additional agreement and approve GoPowerEV projects not to exceed \$2,000,000 in total contract value for the remainder of FY 2026.

Fund Reservation Agreements Received in FY 2026 by GoPowerEV:

Project	Total Requested Funds	Total Charging Ports
GoPowerEV Inc. - 3135 CAMPUS DRIVE	\$205,000.00	82
GoPowerEV Inc. - 1760 Bay Rd	\$147,000.00	49
GoPowerEV Inc. - 180 Buckingham Ave	\$144,000.00	48
GoPowerEV Inc. - 780 Bradford St	\$75,000.00	25
GoPowerEV Inc. - 2683 Marlborough Ave	\$69,000.00	23
GoPowerEV Inc. - 70 Renato Ct	\$180,000.00	60
GoPowerEV Inc. - 300 TORINO DR. - EVRP	\$45,000.00	12
GoPowerEV Inc. - 97 NOTTINGHAM AVE	\$30,000.00	10

GoPowerEV Inc. - 808 ANTOINETTE LN	\$485,000.00	178
New Application:		
GoPowerEV Inc – Park Broadway – 1388 Broadway	\$527,500.00	211
Total	\$1,907,500.00	698

Following approval by the Board of Directors, a Fund Reservation Agreement for the new project and any others received under the \$2M total 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 and in the Energy Program's Fiscal Year 2026 budget.

ATTACHMENTS:

[2026.05.28 BOD - EVRP_FundReservationAgmt_GoPowerEV Attachment 1.docx](#)

RESOLUTION NO. _____

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

**APPROVAL OF AN ADDITIONAL EV READY PROGRAM FUND RESERVATION
AGREEMENT WITH GOPOWEREV IN THE AMOUNT OF \$527,500 FOR A TOTAL
AMOUNT NOT-TO-EXCEED \$2,000,000 IN CUSTOMER INCENTIVES IN FISCAL YEAR
2026**

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, 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 fiscal year require approval by the Peninsula Clean Energy Board of Directors; and

WHEREAS, in July 2025, the Peninsula Clean Energy Board of Directors approved incentive applications ("Fund Reservation Agreements") with GoPowerEV up to a cumulative maximum of \$1,500,000 in Fiscal Year 2026 ; and

WHEREAS, an EV Ready incentive application was received by Peninsula Clean Energy in the prior month from GoPowerEV, whose total incentive value will exceed \$1,500,000 in cumulative contract value this fiscal year that was previously authorized by the Board of Directors ; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute an additional Fund Reservation Agreement in the EV Ready program to provide additional incentives.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to finalize and execute an additional customer Fund Reservation Agreement in the EV Ready program to provide incentives to GoPowerEV for a total of up to \$2,000,000 in a form approved by the General Counsel.



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

Applicant First Name	John
Applicant Last Name	Reister
Title	CEO
Organization	GoPowerEV
Email	(Redacted)
Phone Number	(Redacted)
Proposed Site Address	1388 Broadway
City	Millbrae
Zip Code	94030
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	211	0	0	0
Reserved Funds	\$527,500	\$0.00	\$0.00	\$0.00

Panel Upgrade	\$0.00
---------------	--------

Total Reserved Funds

\$527,500.00

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: May 22, 2026
MEETING DATE: May 28, 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 March 26, 2026 and April 23, 2026 Board of Directors Meetings

RECOMMENDATION

Approval of Minutes from the March 26, 2026 and April 23, 2026 Board of Directors Meetings

ATTACHMENTS:

[03-26-2026 BOD Draft Minutes.pdf](#)
[04-23-2026 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 4th and encouraged participation at the upcoming meeting on May 4th 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.

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

Thursday, April 23, 2026
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER **YouTube**

Meeting was called to order at 6:33 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby and in the Los Banos City Hall conference room A.

ROLL CALL **YouTube**

Participating:

Noelia Corzo, San Mateo County, arrived at 6:40 p.m.
Ray Mueller, San Mateo County
Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame
Ken Gonzalez, Colma
Mark Dinan, East Palo Alto
Patrick Jonsson, Half Moon Bay
Leslie Ragsdale, Hillsborough, *Vice Chair*
Michael Amabile, Los Banos, participating from Los Banos
Betsy Nash, Menlo Park
Anders Fung, Millbrae
Christine Boles, Pacifica
Craig Taylor, Portola Valley
Elmer Martinez Saballos, Redwood City
Marty Medina, San Bruno, *Chair*
Adam Loraine, San Mateo
James Coleman, South San Francisco, participating remotely via SB 707 "just cause" exemption

Absent:

Roderick Daus-Magbual, Daly City
Stacy Jimenez, Foster City
John Dugan, San Carlos
Hassan Aburish, Woodside

A quorum was established.

PUBLIC COMMENT **YouTube**

Tygarjas Bigstyck

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS



Public Comment: None

MOTION: Director Nash moved, seconded by Director Taylor to set the Agenda, and approve Agenda Item Numbers 1-5.

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 the Minutes for the March 26, 2026 Meeting.

MOTION PASSED: 18-0 (Absent: San Mateo County, Daly City, Foster City, San Carlos, Woodside)

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	18			5

REGULAR AGENDA

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

Chair Medina shared that Peninsula Clean Energy tabled the San Bruno Resilience Fair.

Public Comment: None

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

Shawn Marshall, Chief Executive Officer, gave a report including a recap of recent activities including CCA federal lobby days with Community Choice Energy Alliance, and staffing updates.

Marc Hershman, Director of Government Affairs, gave a brief state legislative update.

Public Comment: None

8. [Approve the Recommended Direction as Presented by Staff for the WestLight Energy Visual Identity, Tagline, and Brand Expression Elements \(Action\)](#) **YouTube**

Gwen Rose, Director of Marketing and Community Relations, and Robyn Baker, Creative Director at Owen, presented the new visual identity, tagline, and brand expression elements for WestLight Energy.

Public Comment: None

MOTION: Director Fung moved, seconded by Director DeGolia to approve the recommended direction as presented by staff for the WestLight Energy visual identity, tagline, and brand expression elements.

MOTION PASSED: 19-0 (Absent: Daly City, Foster City, San Carlos, Woodside)

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	19			4

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 \(Action\)](#)  [YouTube](#)

Alejandra Posada, Business Operations Project Manager, Innovation Strategy, gave a presentation on the agreement with the Association for Energy Affordability for the Equitable Building Decarbonization Program.

Public Comment: Brian Schmidt, Executive Director of Menlo Spark

MOTION: Director Corzo moved, seconded by Director Nash to Approve 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)

MOTION PASSED: 19-0 (Absent: Daly City, Foster City, San Carlos, Woodside)

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	19			4

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

Director Corzo shared that the name change item will be appearing at the next Board of Supervisors meeting.

Director DeGolia shared that between May 16-May 23 the Atherton Library is hosting an exhibit on for 250th anniversary of the Declaration of Independence.

Director Boles shared that she attended the Bay Area Air District and Peninsula Clean Energy's Electrification Without Upsizing, Climate Tech Showcase sharing that it was a fantastic event.

ADJOURNMENT

Meeting was adjourned at 7:47 p.m.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 22, 2026
MEETING DATE: May 28, 2026
VOTE REQUIRED: None

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

BACKGROUND

During the Board meeting, CEO Shawn Marshall will provide an update on a variety of PCE topics and activities of interest including key findings from PCE's annual employee survey, a new office update, State and Federal policy updates, and some important dates for the Board's awareness.

PCE Named a "2026 Best Place to Work" by *SF Business Times* and *Silicon Valley Business Journal*. The Board Chair, Vice Chair, CEO, and Director of People and Culture will attend the awards event on June 11th and the corresponding publicity will be leveraged to introduce PCE's new name and brand.

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. This extra incentive ends on May 31, 2026.

PCE In the Community

June 1	Menlo Park Fun in the Sun
--------	---------------------------

PCE Staffing Update

PCE is fully staffed at this time; no open positions.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 12, 2026
MEETING DATE: May 28, 2026
SPECIAL NOTICE/HEARING: Yes
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Leilani Johnson, Director of People and Culture

SUBJECT: PUBLIC HEARING: Update on Position Vacancies and Recruitment and Retention Strategies in Compliance with Government Code 3502.3. (Discussion)

RECOMMENDATION

Conduct a public hearing in compliance with Government Code 3502.3 regarding County of San Mateo vacancies and recruitment and retention strategies.

BACKGROUND

California AB2561, introduced by Assembly member Tina McKinnor in February 2024, amends the Meyers-Miliias-Brown Act to increase transparency and accountability around staffing shortages in local public agencies including cities, counties, and special districts. Fiscal year 2026 is the second year for PCE to report this information to our Board of Directors.

DISCUSSION

In the fiscal year ending June 30, 2026, Peninsula Clean Energy's hiring and retention for the fiscal year is as follows:

- Total FTE Budgeted: 68
- New FTE Added in FY26: 6
- New FTE Filled as of 6/26/2026: 7
- Average Time to Hire: 38 days
- Retention Rate: 98.5%
- Average Turnover Rate: 1.5% (this represents 1 staff termination in F26)

Upcoming Talent Challenges:

1. Retaining our current talent as we look at 1-3 years of slower growth.
2. 82% of PCE's staff sees themselves continuing to work for PCE for the next 3 years. This is a 12.5% drop from a year ago, likely caused by perceived lower advancement

opportunity due to low turnover and slowed growth.

What PCE Has Going For US:

1. Current staff engagement/satisfaction is very high – 92%!
2. PCE offers competitive compensation & benefits
3. Our culture is highly attractive to great candidates: we are mission-driven, highly diverse, offer a hybrid workplace



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 13, 2026
MEETING DATE: May 28, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

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

SUBJECT: Approval of the Fourth Amendment to the Peninsula Clean Energy Authority Joint Powers Authority (JPA) Agreement (Action)

RECOMMENDATION

Approval of the Fourth Amendment to the Peninsula Clean Energy Authority Joint Powers Authority (JPA) Agreement Reflecting the Authority's Name Change to WestLight Energy.

BACKGROUND

Peninsula Clean Energy Authority (PCE) was formed in February 2016 by the County of San Mateo and all twenty cities within the County. The original Joint Powers Authority (JPA) Agreement was approved at this time. On March 28, 2019 the Board of Directors amended the JPA to include a section for Directors Emeritus and to appoint the Chief Financial Officer as Treasurer. On October 22, 2020 the Board of Directors again amended the JPA Agreement to add a new jurisdiction, the City of Los Banos, to its membership. On September 26, 2024, a Third Amended JPA reflecting administrative changes was presented to and approved by this Board.

DISCUSSION

The Fourth Amendment to the Joint Powers Agreement is now before the Board and reflects administrative changes necessary to codify the name change to WestLight Energy. Paragraph 2.2 of the JPA has been amended with the unanimous consent of all member jurisdictions. These approvals allow the Authority's name to be amended to WestLight Energy. The additional edits reflected in the attached redline simply replace the name Peninsula Clean Energy and acronym "PCE" and/or "PCEA" with the Authority's new name, WestLight Energy, throughout the document. These are non-substantive changes.

Please see the attached redline as a cross reference and to see the minor administrative corrections as proposed. As noted above, these amendments were sent to all member agencies for a 30 day comment period; proposed amendments do not require approval by member agency elected bodies, but comments are welcome. No comments have been received and this item is now ready for final approval by the PCE Board.

ATTACHMENTS:

[JPA - v4.1 Draft Fourth Amended WestLight - Clean.pdf](#)
[JPA - v4.1 Draft Fourth Amended.pdf](#)

RESOLUTION NO. _____

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

**APPROVAL OF THE FOURTH AMENDMENT TO THE PENINSULA CLEAN ENERGY
AUTHORITY JOINT POWERS AUTHORITY (JPA) AGREEMENT (ACTION)**

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

WHEREAS, Peninsula Clean Energy Authority (PCEA) was formed on February 29, 2016; and

WHEREAS, the founding document of PCEA was its Joint Powers Agreement (JPA); and

WHEREAS, the JPA has been amended on three prior occasions, March 28, 2019, October 22, 2020, and September 26, 2024; and

WHEREAS, in October 2025 the PCEA Board approved the name change of the Authority to WestLight Energy; and

WHEREAS, the individual jurisdictions of Peninsula Clean Energy have approved the amendment to paragraph 2.2 of the JPA thereby affirming the Authority's name change from Peninsula Clean Energy to WestLight Energy;

WHEREAS, the Fourth Amendment to the Joint Powers Agreement amends the document to reflect the name change and replaces, where applicable, the name Peninsula Clean Energy with WestLight Energy;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves administrative updates reflecting the name change of the Joint Powers Authority from Peninsula Clean Energy to WestLight Energy. These updates are thus reflected in the Fourth Amended JPA Agreement.

**FOURTH AMENDED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO
AND CREATING**

**WESTLIGHT ENERGY
(FORMERLY PENINSULA CLEAN ENERGY AUTHORITY)**

This Joint Exercise of Powers Agreement, effective on February 29, 2016 as determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, and establishes WestLight Energy, a Joint Powers Authority, (hereinafter, “WestLight” or the “Authority”), is by and between the County of San Mateo (“County”) and those counties, cities, and towns within the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

- A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.
- C. The purposes for entering into this Agreement include:
 - a. Reducing greenhouse gas emissions related to the use of power in San Mateo County and the State of California;
 - b. Providing electric power and other forms of energy to customers at a competitive cost;
 - c. Carrying out programs to reduce energy consumption;
 - d. Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
 - e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.
- D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and biomass energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas

emissions and accelerate the State's transition to clean power resources to the extent feasible. The Authority will also add increasing levels of locally generated renewable resources as these projects are developed and customer energy needs expand.

- E. The Parties desired to establish a separate public agency, WestLight Energy, formerly the Peninsula Clean Energy Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
- F. The Parties each adopted an ordinance electing to implement a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of the Authority is implementation of the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

- 1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.
- 1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

- Exhibit A: Definitions
- Exhibit B: List of the Parties
- Exhibit C: Annual Energy Use
- Exhibit D: Voting Shares
- Exhibit E: Signatures

ARTICLE 2: FORMATION OF WESTLIGHT ENERGY (FORMERLY PENINSULA CLEAN ENERGY AUTHORITY)

- 2.1 Effective Date and Term. This Agreement shall become effective and WestLight Energy, formerly Peninsula Clean Energy Authority, shall exist as a separate public agency on February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later. The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Formation. There is formed as of the Effective Date a public agency named WestLight Energy. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.5:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection without first meeting and conferring in good faith.

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

- 2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;
- 2.4.9 to issue revenue bonds and other forms of indebtedness;
- 2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;
- 2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
- 2.4.12 to adopt Operating Rules and Regulations; and
- 2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.
- 2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by San Mateo County.
- 2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board"). The Board shall consist of 2 (two) directors appointed by the San Mateo County Board of Supervisors and 1 (one) director appointed by each County, City, or Town that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant. Directors must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement. Each Party may appoint an alternate(s) to serve in the absence of its Director(s). Alternates may be either (1) members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement, or (2)

staff members of the County or any such municipality.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

3.3 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Board shall provide general policy guidance to the CCA Program. Board approval shall be required for any of the following actions:

3.3.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

3.3.2 The hiring or termination of the Chief Executive Officer and General Counsel.

3.3.3 The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3.

3.3.4 The adoption of the Annual Budget.

3.3.5 The adoption of an ordinance.

3.3.6 The approval of agreements, except as provided by Section 3.4.

3.3.7 The initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant, or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel or by delegation thereof, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board as long as such action is consistent with any adopted Board policies.

3.3.8 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

3.3.9 Termination of the CCA Program.

3.4 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer may exercise all powers of the Authority, including the power to hire, discipline, and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement is equal to or less than the amount specified in the Operating Rules and Regulations (Policy 14 , “Delegation of Non-Energy Contract Authority”) except for the powers specifically set forth in Section 3.3 or those powers which by law must be exercised by the Board of Directors.

3.5 Commissions, Boards, and Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board deems appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Directors.

3.7 Voting In general, as described below in Section 3.7.3, action by the Authority Board will be taken solely by a majority vote of the Directors present. However, as described below in Section 3.7.4, upon request of a Director, a weighted vote by shares will also be conducted. When such a request is made, an action must be approved by both a majority vote of Directors present and a majority of the weighted vote by shares present. No action may be approved solely by a vote by shares. The voting shares of Directors and approval requirements for actions of the Board shall be as follows:

3.7.1. Voting Shares.

Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where:

(a) “Annual Energy Use” means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWh”), within the Party’s respective jurisdiction and (ii) with respect to the period after the anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party’s respective jurisdiction that are served by the Authority; and

(b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy Use will be designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments shall be approved by the Board.

(c) The combined voting share of all Directors representing the County of San Mateo shall be based upon the annual electricity usage within the unincorporated area of San Mateo County.

For the purposes of Weighted Voting, if a Party has more than one director, then the voting shares allocated to the entity shall be equally divided amongst its Directors.

3.7.2. Exhibit Showing Voting Shares. The initial voting shares will be set forth in Exhibit D. Exhibit D shall be revised no less than annually as necessary to account for changes in

the number of Parties and changes in the Parties' Annual Energy Use. Exhibit D and adjustments shall be approved by the Board.

3.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 3.7.4 and 3.7.5 below, action of the Board shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.4. Option for Approval by Voting Shares. Notwithstanding Section 3.7.3, any Director present at a meeting may demand that approval of any matter related to the CCA Program be determined on the basis of both voting shares and by the affirmative vote of a majority of Directors present at the meeting. If a Director makes such a demand with respect to approval of any such matter, then approval of such matter shall require the affirmative vote of a majority of Directors present at the meeting and the affirmative vote of Directors having a majority of voting shares present, as determined by Section 3.7.1 except as provided in Section 3.7.5.

3.7.5. Special Voting Requirements for Certain Matters.

(a) Two-Thirds and Weighted Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present; provided, however, that (i) notwithstanding the foregoing, any Director present at the meeting may demand that the vote be determined on the basis of both voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require the affirmative vote of both at least two-thirds of Directors present and the affirmative vote of Directors having at least two-thirds of the voting shares present, as determined by Section 3.7.1; (ii) but, at least two Parties must vote against a matter for the vote to fail; and (iii) for votes to involuntarily terminate a Party under Section 6.2, the Director(s) for the Party subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and the weighted vote of each Party shall be recalculated as if the Party subject to possible termination were not a Party.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) Notwithstanding the foregoing, any Director present at the meeting may demand that a vote under subsections (i) or (ii) be determined on the basis of voting

shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require both the affirmative vote of at least 75% of Directors present and the affirmative vote of Directors having at least 75% of the voting shares present, as determined by Section 3.7.1, but at least two Parties must vote against a matter for the vote to fail. For purposes of this section, “imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program” does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Board shall hold at least six regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office for and term limits of the Chair and Vice Chair shall be set forth in the policies and procedures established by the Board. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

- (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or
- (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

3.9.3 Treasurer and Auditor. The Chief Financial Officer shall, among other duties, act as the Treasurer for the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 3.7.3.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 6.

4.3 Addition of Parties. Other incorporated municipalities and counties may become Parties subject to all applicable terms of this Agreement, including but not limited to those in Article 6, upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 3.7, of a resolution authorizing membership of the additional incorporated

municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county as required by the Board, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. __

4.3.1 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 4.3. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

4.3.2 Termination by Additional Parties. In addition to any financial obligations under Article 6, and in the events that the Board does not require a membership payment to reflect the additional party's pro rata share of organizational planning and other pre-existing expenditures as allowed by Section 4.3(b) and the additional party withdraws its membership in the Authority within the first five years of becoming a party, the party shall be obligated to reimburse the Authority for all the costs related to the cost of launch, including but not limited to the costs of updating the Implementation Plan and mailings to party's accounts.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 or the date selected by the Authority and ending June 30. The fiscal year may be changed by Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The annual budget shall be approved by the Board. Staff shall report to the Board quarterly budget results and any significant budget variances. The Board may revise the budget as needed to address any significant changes and/or unexpected expenses incurred.

5.3.2 Funding of Initial Costs. The County of San Mateo has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of San Mateo shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of San Mateo shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of San Mateo shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of San Mateo shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

ARTICLE 6: WITHDRAWAL AND TERMINATION

6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Party's Director(s) voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the twelve month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power

suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may immediately withdraw its membership in the Authority without any financial obligation, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen days after receiving the report.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of Board members as provided in Section 3.7.5. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be

responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board of Directors, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties, and the public. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written

amendment approved by a vote of Board members as provided in Section 3.7.5. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means WestLight Energy (formerly Peninsula Clean Energy Authority).

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.3, 2.4, and 4.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the County and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority’s initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

Exhibit A (cont.)
Definitions

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, any municipality or county that executes this Agreement.

“Party” means a signatory to this Agreement.

“Total Annual Energy” has the meaning given in Section 3.7.1.

DRAFT

Exhibit B List of Parties

Parties:

Atherton
Belmont
Brisbane
Burlingame
Colma
County of San Mateo
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Los Banos
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

Exhibits C and D
Annual Energy Use and Voting Shares

ANNUAL ENERGY USE WITHIN PCE JURISDICTIONS AND VOTING SHARES		
Twelve Months Ended November [date]		
<u>Party</u>	<u>Total kWh</u>	<u>Voting Share</u>
SAN MATEO COUNTY		
Total		100



April 24, 2026

Dear Honorable County and City Clerks and Managers,

As required by Section 7.4 of the Peninsula Clean Energy Authority (PCE) Joint Powers Agreement, I write to you to provide notice that the PCE Board will be voting at its May 28, 2026 Board Meeting on proposed amendments to its Joint Powers Agreement (Fourth Amendment). Please find attached a copy of the redlined version of the proposed changes. No action from you is necessary. However, if you have any concerns, please give me a call.

These changes are administrative and operational updates related to the name change to WestLight Energy. These are non-substantive changes and do not impact jurisdictional rights, obligations, and/ or duties under the Joint Powers Agreement. As you are also aware, the proposed edit to Section 2.2 is undergoing a review process by each member jurisdiction. Approximately twelve (12) jurisdictions have reviewed and approved the proposed administrative amendment to Section 2.2 and the remainder are scheduled on or before May 13, 2026. The further administrative amendments contained in the attached redline, if approved by the Board of Directors, would take effect on May 28, 2026.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shawn Marshall".

Shawn Marshall
Chief Executive Officer
Peninsula Clean Energy
(415) 786-9118

Attachments:

Proposed Fourth Amended Joint Powers Authority Agreement – Redlined

~~THIRD-FOURTH~~ AMENDED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO
AND CREATING ~~THE~~

~~PENINSULA CLEAN ENERGY~~ WESTLIGHT ENERGY
(~~FORMERLY PENINSULA CLEAN ENERGY AUTHORITY~~) AUTHORITY

This Joint Exercise of Powers Agreement, effective on ~~the date~~ February 29, 2016 as determined by Section 2.1, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 *et seq.*) of the California Government Code relating to the joint exercise of powers among the Parties set forth in Exhibit B, and establishes Peninsula Clean Energy WestLight Energy, a Joint Powers Authority, Authority (hereinafter, "Authority WestLight" or the "Authority") , is by and between the County of San Mateo ("County") and those counties, cities, and towns within the State of California who become signatories to this Agreement, and relates to the joint exercise of powers among the signatories hereto.

RECITALS

- A. The Parties share various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and customers within their jurisdictions.
- B. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local governments to develop programs to reduce greenhouse gas emissions.
- C. The purposes for entering into this Agreement include:
 - a. Reducing greenhouse gas emissions related to the use of power in San Mateo County and the State of California;
 - b. Providing electric power and other forms of energy to customers at a competitive cost;
 - c. Carrying out programs to reduce energy consumption;
 - d. Stimulating and sustaining the local economy by developing local jobs in renewable energy; and
 - e. Promoting long-term electric rate stability and energy security and reliability for residents through local control of electric generation resources.
- D. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar, wind, and biomass energy production. The purchase of renewable power and greenhouse gas-free energy sources will be the desired approach to decrease regional greenhouse gas

emissions and accelerate the State's transition to clean power resources to the extent feasible. The ~~Agency~~Authority will also add increasing levels of locally generated renewable resources as these projects are developed and customer energy needs expand.

- E. The Parties desired to establish a separate public agency, ~~known as WestLight Energy, formerly~~ the Peninsula Clean ~~Energy~~Energy Authority, under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
- F. The Parties ~~anticipate adopting an~~ each adopted an ordinance electing to implement ~~through the Authority~~ a common Community Choice Aggregation (CCA) program, an electric service enterprise available to cities and counties pursuant to California Public Utilities Code Sections 331.1(c) and 366.2. The first priority of ~~the Authority is the Authority will be the consideration of those actions necessary to~~ implementation of the CCA Program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Parties
Exhibit C: Annual Energy Use
Exhibit D: Voting Shares
Exhibit E: Signatures

ARTICLE 2: FORMATION OF ~~PENINSULA CLEAN ENERGY~~WESTLIGHT ENERGY (FORMERLY PENINSULA CLEAN ENERGY AUTHORITY)~~AUTHORITY~~

2.1 Effective Date and Term. This Agreement shall become effective and ~~Peninsula Clean Energy~~WestLight Energy~~Authority, formerly Peninsula Clean Energy Authority, shall exist as a~~ shall exist as a separate public agency on February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later. ~~The Authority~~ The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4,

subject to the rights of the Parties to withdraw from the Authority.

~~2.1~~

2.2 Formation. There is formed as of the Effective Date a public agency named ~~the Peninsula Clean Energy~~ WestLight Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. Pursuant to Sections 6508.1 of the Act, the debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 7.4 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing board of each Party.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate in the CCA Program, as further described in Section 4.1. The Parties intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any other energy programs approved by the Authority.

2.4 Powers. The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.7 through 3.7.5:

2.4.1 to make and enter into contracts;

2.4.2 to employ agents and employees, including but not limited to a Chief Executive Officer;

2.4.3 to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.4.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property; however, the Authority shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection without first meeting and conferring in good faith.

2.4.5 to lease any property;

2.4.6 to sue and be sued in its own name;

2.4.7 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government

Code Sections 53850 et seq. and authority under the Act;

2.4.8 to form subsidiary or independent corporations or entities if necessary, to carry out energy supply and energy conservation programs at the lowest possible cost or to take advantage of legislative or regulatory changes;

2.4.9 to issue revenue bonds and other forms of indebtedness;

2.4.10 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency;

2.4.11 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;

2.4.12 to adopt Operating Rules and Regulations; and

2.4.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.

2.4.14 to permit additional Parties to enter into this Agreement after the Effective Date and to permit another entity authorized to be a community choice aggregator to designate the Authority to act as the community choice aggregator on its behalf.

2.5 Limitation on Powers. As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by San Mateo County.

2.6 Compliance with Local Zoning and Building Laws and CEQA. Unless state or federal law provides otherwise, any facilities, buildings or structures located, constructed, or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed and comply with the California Environmental Quality Act ("CEQA").

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

3.1 Board of Directors. The governing body of the Authority shall be a Board of Directors ("Board"). The Board shall consist of 2 (two) directors appointed by the San Mateo County Board of Supervisors and 1 (one) director appointed by each County, City, or Town that becomes a signatory to the Agreement ("Directors"). Each Director shall serve at the pleasure of the governing board of the Party who appointed such Director and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director within 90 days of the date that such position becomes vacant. Directors must be members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement. Each Party may appoint an alternate(s) to serve

in the absence of its Director(s). Alternates may be either (1) members of the Board of Supervisors or members of the governing board of the municipality that is the signatory to this Agreement, or (2) staff members of the County or any such municipality.

3.2 Quorum. A majority of the appointed Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

3.3 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of the Authority, consistent with this Agreement and applicable law. The Board shall provide general policy guidance to the CCA Program. Board approval shall be required for any of the following actions:

3.3.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.

3.3.2 The hiring or termination of the Chief Executive Officer and General Counsel.

3.3.3 The appointment or removal of officers described in Section 3.9, subject to Section 3.9.3.

3.3.4 The adoption of the Annual Budget.

3.3.5 The adoption of an ordinance.

3.3.6 The approval of agreements, except as provided by Section 3.4.

3.3.7 The initiation or resolution of claims and litigation where the Authority will be the defendant, plaintiff, petitioner, respondent, cross complainant, or cross petitioner, or intervenor; provided, however, that the Chief Executive Officer or General Counsel or by delegation thereof, on behalf of the Authority, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board as long as such action is consistent with any adopted Board policies.

3.3.8 The setting of rates for power sold by the Authority and the setting of charges for any other category of service provided by the Authority.

3.3.9 Termination of the CCA Program.

3.4 Chief Executive Officer. The Board of Directors shall appoint a Chief Executive Officer for the Authority, who shall be responsible for the day-to-day operation and management of the Authority and the CCA Program. The Chief Executive Officer, may exercise all powers of the Authority, including the power to hire, discipline, and terminate employees as well as the power to approve any agreement if the total amount payable under the agreement is equal to or less than the amount specified in the Operating Rules and Regulations (Policy 14, “Delegation of Non-Energy Contract Authority”) except for the powers specifically set forth in Section 3.3 or those powers

which by law must be exercised by the Board of Directors.

3.5 Commissions, Boards, and Committees. The Board may establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement which shall comply with the requirements of the Ralph M. Brown Act. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees if the Board deems appropriate to appoint such commissions, boards or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.6 Director Compensation. Directors shall serve without compensation from the Authority. However, Directors may be compensated by their respective appointing authorities. The Board, however, may adopt by resolution a policy relating to the reimbursement by the Authority of expenses incurred by Directors.

3.7 Voting In general, as described below in Section 3.7.3, action by the Authority Board will be taken solely by a majority vote of the Directors present. However, as described below in Section 3.7.4, upon request of a Director, a weighted vote by shares will also be conducted. When such a request is made, an action must be approved by both a majority vote of Directors present and a majority of the weighted vote by shares present. No action may be approved solely by a vote by shares. The voting shares of Directors and approval requirements for actions of the Board shall be as follows:

3.7.1. Voting Shares.

Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100, where:

(a) “Annual Energy Use” means, (i) with respect to the first year following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWh”), within the Party’s respective jurisdiction and (ii) with respect to the period after the anniversary of the Effective Date, the annual electricity usage, expressed in kWh, of accounts within a Party’s respective jurisdiction that are served by the Authority; and

(b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy Use will be designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments shall be approved by the Board.

(c) The combined voting share of all Directors representing the County of San Mateo shall be based upon the annual electricity usage within the unincorporated area of San Mateo County.

For the purposes of Weighted Voting, if a Party has more than one director, then the voting shares allocated to the entity shall be equally divided amongst its Directors.

3.7.2. Exhibit Showing Voting Shares. The initial voting shares will be set forth in Exhibit D. Exhibit D shall be revised no less than annually as necessary to account for changes in the number of Parties and changes in the Parties' Annual Energy Use. Exhibit D and adjustments shall be approved by the Board.

3.7.3. Approval Requirements Relating to CCA Program. Except as provided in Sections 3.7.4 and 3.7.5 below, action of the Board shall require the affirmative vote of a majority of Directors present at the meeting.

3.7.4. Option for Approval by Voting Shares. Notwithstanding Section 3.7.3, any Director present at a meeting may demand that approval of any matter related to the CCA Program be determined on the basis of both voting shares and by the affirmative vote of a majority of Directors present at the meeting. If a Director makes such a demand with respect to approval of any such matter, then approval of such matter shall require the affirmative vote of a majority of Directors present at the meeting and the affirmative vote of Directors having a majority of voting shares present, as determined by Section 3.7.1 except as provided in Section 3.7.5.

3.7.5. Special Voting Requirements for Certain Matters.

(a) Two-Thirds and Weighted Voting Approval Requirements Relating to Sections 6.2 and 7.4. Action of the Board on the matters set forth in Section 6.2 (involuntary termination of a Party), or Section 7.4 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present; provided, however, that (i) notwithstanding the foregoing, any Director present at the meeting may demand that the vote be determined on the basis of both voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require the affirmative vote of both at least two-thirds of Directors present and the affirmative vote of Directors having at least two-thirds of the voting shares present, as determined by Section 3.7.1; (ii) but, at least two Parties must vote against a matter for the vote to fail; and (iii) for votes to involuntarily terminate a Party under Section 6.2, the Director(s) for the Party subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and the weighted vote of each Party shall be recalculated as if the Party subject to possible termination were not a Party.

(b) Seventy Five Percent Special Voting Requirements for Eminent Domain and Contributions or Pledge of Assets.

(i) A decision to exercise the power of eminent domain on behalf of the Authority to acquire any property interest other than an easement, right-of-way, or temporary construction easement shall require a vote of at least 75% of all Directors.

(ii) The imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program shall require a vote of at least 75% of all Directors and the approval of the governing boards of the Parties who are being asked to make such contribution or pledge.

(iii) Notwithstanding the foregoing, any Director present at the meeting may demand that a vote under subsections (i) or (ii) be determined on the basis of voting shares and by the affirmative vote of Directors, and if a Director makes such a demand, then approval shall require both the affirmative vote of at least 75% of Directors present and the affirmative vote of Directors having at least 75% of the voting shares present, as determined by Section 3.7.1, but at least two Parties must vote against a matter for the vote to fail. For purposes of this section, “imposition on any Party of any obligation to make contributions or pledge assets as a condition of continued participation in the CCA Program” does not include any obligations of a withdrawing or terminated party imposed under Section 6.3.

3.8 Meetings and Special Meetings of the Board. The Board shall hold at least six regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special and Emergency Meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Sections 54950 et seq.).

3.9 Selection of Board Officers.

3.9.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office for and term limits of the Chair and Vice Chair shall be set forth in the policies and procedures established by the Board. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if:

- (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or
- (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

3.9.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

3.9.3 Treasurer and Auditor. The Chief Financial Officer shall, among other duties, act as the Treasurer for the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer

the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5.

3.10 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of an Administrative Services Agreement. The appointed administrative services provider may be one of the Parties. An Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 4: IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

4.1 Preliminary Implementation of the CCA Program.

4.1.1 Enabling Ordinance. To be eligible to participate in the CCA Program, each Party must adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(12) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.

4.1.2 Implementation Plan. The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 3.7.3.

4.1.3 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

4.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 6.

4.3 Addition of Parties. Other incorporated municipalities and counties may become Parties subject to all applicable terms of this Agreement, including but not limited to those in Article 6, upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member

of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 3.7, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(12) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county as required by the Board, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. __

4.3.1 Continuing Participation. The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 4.3. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

4.3.2 Termination by Additional Parties. In addition to any financial obligations under Article 6, and in the events that the Board does not require a membership payment to reflect the additional party's pro rata share of organizational planning and other pre-existing expenditures as allowed by Section 4.3(b) and the additional party withdraws its membership in the Authority within the first five years of becoming a party, the party shall be obligated to reimburse the Authority for all the costs related to the cost of launch, including but not limited to the costs of updating the Implementation Plan and mailings to party's accounts.

ARTICLE 5: FINANCIAL PROVISIONS

5.1 Fiscal Year. The Authority's fiscal year shall be 12 months commencing July 1 or the date selected by the ~~Authority~~genecy and ending June 30. The fiscal year may be changed by Board resolution.

5.2 Depository.

5.2.1 All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.

5.2.2 All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other

means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The annual budget shall be approved by the Board. Staff shall report to the Board quarterly budget results and any significant budget variances. The Board may revise the budget as needed to address any significant changes and/or unexpected expenses incurred.

5.3.2 Funding of Initial Costs. The County of San Mateo has funded certain activities necessary to implement the CCA Program. If the CCA Program becomes operational, these Initial Costs paid by the County of San Mateo shall be included in the customer charges for electric services as provided by Section 5.3.3 to the extent permitted by law, and the County of San Mateo shall be reimbursed from the payment of such charges by customers of the Authority. Prior to such reimbursement, the County of San Mateo shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of San Mateo shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

5.3.3 CCA Program Costs. The Parties desire that all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric, conservation, efficiency, incentives, financing, or other services provided under the CCA Program, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through charges to CCA customers receiving such electric services, or from revenues from grants or other third-party sources.

ARTICLE 6: WITHDRAWAL AND TERMINATION

6.1 Withdrawal.

6.1.1 Right to Withdraw. A Party may withdraw its participation in the CCA Program, effective as of the beginning of the Authority's fiscal year, by giving no less than 12 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement adopted by the Board which the Party's Director(s) voted against provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the twelve month advance notice provided in Section 6.1.1. In the event of such withdrawal,

the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Parties the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Party may immediately withdraw its membership in the Authority without any financial obligation, as long as the Party provides written notice of its intent to withdraw to the Authority Board no more than fifteen days after receiving the report.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in the CCA Program may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in the CCA Program.

6.2 Involuntary Termination of a Party. Participation of a Party in the CCA program may be terminated for material non-compliance with provisions of this Agreement or any other agreement relating to the Party's participation in the CCA Program upon a vote of Board members as provided in Section 3.7.5. Prior to any vote to terminate participation with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its participation in the CCA Program terminated may be subject to certain continuing liabilities, as described in Section 6.3.

6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or other financial obligations arising from the Party membership or participation in the CCA Program through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Party's load. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from the CCA Program, the Authority shall notify the Party of the minimum waiting period under which the Party would have no costs for withdrawal if the Party agrees to stay in the CCA Program for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining

ratepayers. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining ratepayers, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority and approved by a vote of the Board of Directors, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any financial obligations shall be returned to the Party. The liability of any Party under this section 6.3 is subject and subordinate to the provisions of Section 2.2, and nothing in this section 6.3 shall reduce, impair, or eliminate any immunity from liability provided by Section 2.2.

6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in the CCA Program, as described in Section 6.1.

6.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 7: MISCELLANEOUS PROVISIONS

7.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.

7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

7.3 Indemnification of Parties. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties, and the public. The Authority shall defend, indemnify, and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts,

and omissions of the Authority under this Agreement.

7.4 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of Board members as provided in Section 3.7.5. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments, at least 30 days prior to the date upon which the Board votes on such amendments.

7.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 7.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

7.6 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

7.7 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.

7.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

7.9 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A Definitions

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 3.7.1.

“Authority” means ~~the Peninsula Clean Energy~~ WestLight Energy
(formerly Peninsula Clean Energy Authority) ~~Authority~~.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions, and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.3, 2.4, and 4.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means February 29, 2016 or when the County of San Mateo and at least two municipalities execute this Agreement, whichever occurs later, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 4.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the County and/or Authority relating to the establishment and initial operation of the Authority, such as the hiring of a Chief Executive Officer and any administrative staff, and any required accounting, administrative, technical, or legal services in support of the Authority’s initial activities or in support of the negotiation, preparation, and approval of one or more Administrative Services Agreements.

Exhibit A (cont.)
Definitions

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, any municipality or county that executes this Agreement.

“Party” means a signatory to this Agreement.

“Total Annual Energy” has the meaning given in Section 3.7.1.

Exhibit B List of Parties

Parties:

Atherton
Belmont
Brisbane
Burlingame
Colma
County of San Mateo
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Los Banos
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

Exhibits C and D
Annual Energy Use and Voting Shares

ANNUAL ENERGY USE WITHIN PCE JURISDICTIONS AND VOTING SHARES		
Twelve Months Ended November [date]		
<u>Party</u>	<u>Total kWh</u>	<u>Voting Share</u>
SAN MATEO COUNTY		
Total		100



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 15, 2026
MEETING DATE: May 28, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Phillip Kobernik

SUBJECT: Approval of an Agreement for Reach Codes Consulting with TRC Engineers with a Term of June 1, 2026 Through December 31, 2029 and a Total Not-to-Exceed Amount of \$2,000,000 (Action)

RECOMMENDATION

Approve a new agreement with TRC Engineers, Inc. (TRC) to provide Reach Codes Technical Assistance with a term of June 1, 2026 through December 31, 2029, and a total not-to-exceed amount of \$2,000,000.

BACKGROUND

In September 2018, the Board approved the PCE Program Roadmap, which identified transportation electrification and building electrification as core program areas. Building codes remain one of the most effective local policy tools to support building decarbonization and electric vehicle (EV) readiness. In January 2019, the Board approved a contract with TRC Engineers to provide technical assistance to local governments for the development of local building code enhancements, known as “reach codes,” to deliver increased EV readiness and all-electric buildings. PCE and TRC offer code models and technical assistance that local governments may elect to adopt at their discretion and subject to jurisdiction-specific legal review.

Reach codes for new construction and existing buildings have been proven to:

1. Increase indoor air quality, especially when residences choose induction or electric cooking rather than gas
2. Reduce construction costs, while savings customers on monthly energy bills
3. Significantly reduce the costs of EV charging equipment when installed during new construction versus the costs of retrofitting that equipment which is four times as expensive
4. Lower pollution of greenhouse gases, SOx, and NOx emissions

The Reach Codes Program has been implemented in partnership with Silicon Valley Clean Energy (SVCE), which has shared costs based on utilization of technical assistance in each

service territory. The program has supported model code development, cost-effectiveness resources, adoption and implementation support for local governments, and design assistance for developers and building industry professionals.

The program has been highly successful and is unique nationally. Nearly every local city and county throughout San Mateo County and Santa Clara County have adopted reach codes based on the Peninsula Clean Energy/SVCE model codes, and other regions in California have leveraged the same approach, many specifically utilizing the model codes from the program. These local actions have helped normalize all-electric construction, increase EV readiness, and inform statewide policy direction.

From 2019 through 2025, the model codes produced in the Reach Codes Program focused mainly on the easiest intervention point for electrification, new construction. These model codes incentivized all-electric water heating and space heating for new residential and commercial buildings, and enhanced EV readiness for single-family, multi-family, and commercial buildings.

Local reach codes throughout the state influenced the California Energy Commission and California Building Standards Commission to move towards a more decarbonized statewide code. Since the adoption of the 2025 Building Code on January 1st, 2026, 80% of new construction in the state is now all-electric and multi-family EV charging standards are equivalent to the requirements set forth in previous reach codes (all-electric “prescriptive path” for residential construction, EV charging access for every unit of new multi-family projects, increased workplace and convenience charging).

With new construction largely solved, the jurisdictions throughout the region are considering codes that focus on existing building requirements during renovation projects that provide cost-effective opportunities for decarbonization. The Reach Codes Program now offers existing building model ordinances (detail in Discussion), and four jurisdictions in San Mateo County have adopted existing building policies in the past 6 months. These include Portola Valley, Menlo Park, San Mateo, and East Palo Alto.

DISCUSSION

In Q1 2026, a Request for Proposals (RFP) was publicly released and TRC, the current program partner, was selected as the awardee. TRC is the market leader in reach code support, having worked with PCE and SVCE for the past 6 years, currently working with jurisdictions and CCAs throughout the state, and having successfully adopted 140 electrification-focused reach codes. TRC is well-regarded by PCE member agency staff, has showed continuous improvement throughout the previous program in the face of external challenges, and also supports the Statewide Codes and Standards team (funded by the CPUC) on rigorous engineering analysis, which helps reduce the cost of our Reach Codes program. The proposed new agreement would continue reach code support through the 2029 and would broaden the program’s emphasis on existing buildings, implementation, equity, and permitting improvements.

The proposed TRC agreement builds upon the prior success of the Reach Codes Program and is designed to help PCE, SVCE, and their member jurisdictions develop locally appropriate reach code options and related tools for major remodels existing buildings, and some new construction.

The next phase of the Reach Codes Program is expected to focus on policy pathways that can achieve additional decarbonization, while remaining practical for local government adoption and implementation. The contract scope includes the following major areas:

1. **Electrification Reach Codes for Existing Buildings.** Develop and refine model reach codes for the 2025 and 2028 California Building Code cycles, including existing building electrification measures, and EV infrastructure requirements for existing sites where cost-effective opportunities exist. Current and planned model codes include:
 - **Two-way AC codes**, promoting air conditioning conversion to heat pump during replacement or new installations of HVAC systems for both residential and commercial buildings
 - **Flexpath**, promoting energy efficiency and electrification with a checklist of options during major remodels
 - **Electric Readiness**, promoting electrification ready requirements during panel replacements and other remodel opportunities
 - **Clean Water Heaters**, promoting gas water heater to heat pump water heater upon water heater replacements
 - **Building performance standards**, the holistically promote electrification by requiring emissions reductions from large commercial buildings over time
 - **EV charging**, requirements for EV charging additions during major repaving
2. **Municipal Adoption and Implementation Technical Assistance.** Provide presentations, staff support, CEC and California Building Standards Commission submission materials, implementation tools, trainings, and a regularly updated tracking spreadsheet for municipalities receiving assistance.
3. **Decarbonization-Focused Building Performance Standard Support.** Research and summarize options for a streamlined building performance standard that could leverage CCA customer data to reduce administrative burden for building owners and member agency staff.
4. **Equity Analysis and Recommendations.** Research tenant protection and housing-energy nexus policies, review model reach codes from an equity lens, and develop model policies or frameworks to reduce unintended consequences.
5. **Non-Residential Existing Building Decarbonization Technical Assistance.** Continue technical assistance to developers, owners, architects, and engineers, focusing mostly on existing building projects. TRC will provide project-specific support, maintain an online intake portal, summarize consultations, and collect case examples and cost information.
6. **Building Electrification Modeling to Inform Policymaking.** Develop a workplan and conduct building simulation and utility rate modeling to support future policy development, including slide decks and underlying building energy files.
7. **Permit Modernization.** Research barriers and develop tools to streamline permitting for heat pump water heaters, heat pump space heating, and EV infrastructure, including coordination with building officials and contractors.

FISCAL IMPACT

Costs will be proportionally shared with SVCE as part of the Reach Codes Program partnership and funding for this program has been included in FY 27 and future budgets.

ATTACHMENTS:

[2026.05.28 BOD - Reach Codes 2026 Contract.docx](#)

RESOLUTION NO. _____

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

APPROVAL OF AN AGREEMENT FOR REACH CODES CONSULTING WITH TRC ENGINEERS WITH A TERM OF JUNE 1, 2026 THROUGH DECEMBER 31, 2029 AND A TOTAL NOT-TO-EXCEED AMOUNT OF \$2,000,000 (ACTION)

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo, State of California, that

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

WHEREAS, assisting local governments in adopting and implementing building reach codes to reduce greenhouse gases is part of PCE's program roadmap approved by the Board; and

WHEREAS, PCE has supported local governments in the development, adoption, and implementation of building electrification and electric vehicle infrastructure reach codes, in partnership with Silicon Valley Clean Energy since 2019; and

WHEREAS, TRC Engineers, Inc. has provided valued reach code technical assistance services to PCE, Silicon Valley Clean Energy, and local governments and has been selected for a renewed term through a competitive solicitation; and

WHEREAS, California's 2025 Building Code cycle and the continued development of local electrification, electric vehicle infrastructure, existing building decarbonization, and permit modernization policies require continued technical assistance for PCE and its member agencies; and

WHEREAS, the agreement with TRC Engineers, Inc. includes necessary services including reach code development, outreach, tools, municipal technical assistance, building performance standard support, equity analysis, technical assistance for existing building decarbonization, coordination on regional, state, and national building codes, building electrification modeling, and permit modernization.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer in a form reviewed by the General Counsel to finalize and execute an agreement with TRC Engineers, Inc. to provide Reach Codes Technical Assistance services, in an amount not to exceed \$2,000,000, for a term beginning June 1, 2026 and ending December 31, 2029.

* * * * *

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND TRC ENGINEERS, INC.

This Agreement is entered into this 1st day of June, 2026 by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and TRC Engineers, Inc., 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 Reach Codes Technical Assistance.

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 Not-To-Exceed Two Million Dollars (\$2,000,000). 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 June 1, 2026 through December 31, 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 in accordance with the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or PCEA funds by providing written notice to 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 created by Contractor and any subcontractors solely and exclusively for PCEA under this Agreement ("Work Products"). 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

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**. 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, except any liability arising out of a contract provision which goes beyond an express or implied obligation to exercise reasonable professional skill and care, 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 be the amounts specified below:

Yes	Commercial General Liability (Applies to all agreements)	\$1,000,000
Yes	Motor Vehicle Liability Insurance (Yes, if motor vehicle is used in performing services)	\$1,000,000
Yes	Professional Liability Insurance (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 the Commercial General Liability and Motor Vehicle Liability 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, Contractor s, 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 promptly 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 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 PCE©(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: Catherine Chappel / Vice President
Address: 10680 White Rock Rd Suite 100, Rancho Cordova, CA 95670
Telephone: 916-844-0157
Email: cchappell@trccompanies.com

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.

23. Limit of Liability

Notwithstanding anything to the contrary in this Agreement, Contractor and PCEA waive any and all claims against each other for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the services), loss of financing, loss of business, and loss of reputation. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's breach or termination of the Agreement. Additionally, Contractor's total aggregate liability to PCEA under this Agreement shall not exceed the amount paid to Contractor under this Agreement.

* * *

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

Date: _____

TRC ENGINEERS, INC.

Name and Title: _____

Signature: _____

Date: _____

Exhibit A

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

Program Overview

Peninsula Clean Energy's and Silicon Valley Clean Energy's (SVCE) missions are to reduce greenhouse gas (GHG) emissions in San Mateo County, City of Los Banos, and Santa Clara County (in the cities that SVCE covers), respectively. PCEA and SVCE have a total of thirty-five jurisdictions (22 and 13, respectively). Emissions from transportation and building natural gas use comprise the largest sources of GHGs within the territories. This program aims to further the continued development of Building Electrification and Electric Vehicle (EV) Infrastructure "reach" codes with member municipalities to update local building codes for some new residential and commercial construction and major remodels. These codes further build on the 2025 California statewide building code updates by developing new codes to encourage electrification during key events such as remodels and other opportunities for existing buildings.

1. Task 1: Administrative Tasks

1.1 Kickoff Meeting

Participate in a kickoff meeting with PCEA and partners to review objectives, budget, timeline, administrative processes, and contract at a mutually determined time.

1.2 Bi-weekly Progress Call

Participate in a bi-weekly conference call with PCEA and partners as determined by PCE. Call frequency may vary if mutually agreed upon.

1.3 Expense Report

Provide a monthly expense report submitted with the corresponding Monthly Progress Report, documenting expenses including:

- labor (hours, rate, total),
- subcontractor expenses (with invoices)
- expenses (with receipts).

The expense report must include the total expenditures and remaining funds.

1.4 Summary Reports

As part of the project, Contractor will provide brief summary reports in MS Word once per year:

1. Summarizing the process undertaken and stakeholders engaged, including key meeting dates and other important milestones.
2. Outlining the model codes developed, including thresholds and performance requirements.
3. Briefly describing outcomes including number of municipalities successfully adopting reach codes, number of municipalities who participated substantively (but may not have adopted new codes).
4. Itemizing tools and resources developed.
5. Providing executive summaries as needed.

2. Task 2: Electrification Reach Codes Tasks

2.1 Lead Development of Model Reach Codes

Contractor will work with PCEA, SVCE, the Statewide Codes & Standards Team, and other partners, as appropriate, to define the process and schedule, provide key education to, and take input from, municipalities and other identified stakeholders to draft model reach codes to achieve program objectives. Consultant will consider implications of recent court cases or legal rulings, such as City of Berkeley vs. the California Restaurant Association, to ensure codes do not pose legal jeopardy for PCE member agencies. Specific activities and deliverables are as follows:

Deliverable: Final process definition, outlining future deliverables, and schedule

2.1.1 General Research and Strategic Planning

Contractor will research relevant state and local building codes to be developed related to building electrification and electric vehicle (EV) infrastructure. These codes may serve as a representative sampling of models or foundations for the local model reach codes. This research must examine both code-based and non-code-based strategies (ex: incentive programs, in-lieu fees, etc.).

Deliverable: Regular updates to team related to new code development

2.1.2 Model Code Updates, Development, and Further Refinement

Contractor shall develop model code language with consideration of applicable federal and state legal constraints, including preemption and current California statutory limitations, and shall coordinate legal review through approved legal subcontractors as mutually determined by PCEA and Contractor.

The model reach code options must extend and be compliant with California's 2025 and 2028 Building Code and in conjunction with task 2.3.1, are expected to leverage the cost-effectiveness analysis results from the Statewide Codes & Standards Program for the building electrification track.

It is expected that two to four variants of each model reach code with varying levels of stringency will be developed per track. Building codes expected to be delivered will include, at a minimum:

1. Codes incentivizing all-electric new construction for buildings and/or systems that are not currently incentivized under the California state code (example: water heater in multi-family buildings, labs, pools.)
2. Codes incentivizing electrification of existing buildings during cost-effective opportunities, such as:
 - a. Two-way AC codes, promoting air conditioning conversion to heat pump during replacement or new installations for both residential and commercial buildings
 - b. Flexpath, promoting energy efficiency and electrifications through a points-based system at time of major renovation
 - c. Electric Readiness
 - d. Point-of-sale ordinances
 - e. Gas water heater to heat pump water heater
 - f. Building performance standards
3. EV infrastructure codes targeting cost-effective opportunities at existing sites, such as:
 - a. Remodel triggers for large existing parking lots
 - b. Major resurfacing triggers

The model codes scope of buildings covered will be consistent with State cost-effectiveness study. Building types not covered by the State cost-effectiveness study may be excluded.

Task output will consist of proposed model reach code package consisting of a summary noting the purpose and adoption timing, a matrix highlighting the differences between the two to four variants of each model reach code with varying levels of stringency. This will be disseminated to the stakeholders with easily accessible online distribution and reviewed via a code review meeting/webinar, one per reach code track and per service territory.

Deliverables:

1. Online document distribution method via website

2. Version 1 of model code variants
3. Final version of model reach codes with supporting documentation
4. Deliver the model codes to the associated CEC lead staff for advance review to aid approval of subsequent municipal reach code submissions

2.2 Outreach and Communication

2.2.1 Regional and State Coordination

Contractor will coordinate as needed with regional and statewide entities that are carrying out building electrification reach code activities (California Energy Commission, the Building Decarb Coalition, BayREN, NRDC, Sierra Club, etc.), which may be leveraged by or could benefit from the PCE/SVCE effort.

Deliverables:

1. Participate in calls led by PCEA or SVCE with the California Energy Commission (CEC) and other California State agencies to keep the CEC informed and identify strategies to expedite submission and approvals
2. Monitor key resources and activities by regional and state entities and provide regular updates to project team as available.

2.2.2 Stakeholder Engagement

Contractor will coordinate with countywide initiatives and jurisdiction cohorts, including the San Mateo County Regionally Integrated Climate Action Planning Suite (RICAPS) group and the Member Agency Working Group (MAWG), as appropriate, to deliver targeted community outreach with audience-specific presentations. Other potential entities include local chapters of building inspectors and building officials. Integrating reach code messaging into existing regional forums ensures efficient and consistent information dissemination. Contractor will attend in-person where required.

Deliverable: Presentations at community and stakeholder meetings

2.3 Website Development and Maintenance

Contractor will maintain and regularly update a website (www.bayareareachcodes.com) hosting:

- Program overview
- Model codes
- Best practices guides

- Cost effectiveness studies and other relevant resources for jurisdiction staff
- FAQs

Deliverable: Regular updates to website

2.4 Tool Development

Contractor will identify and update tools necessary for the adoption and implementation of reach codes.

2.4.1 Identify Tools and Processes for Adoption and Implementation

Contractor will identify any new tools required for the adoption of novel reach codes and/or the response to changes in needs for the reach code program. New tools will be in addition to tools listed within this section.

2.4.2 Cost-effectiveness Analysis

2.4.2.1 Building Electrification Cost-Benefit Analysis

The Contractor will utilize the Statewide Codes & Standards program cost-effectiveness analysis for the Building Electrification model codes. The Contractor will package the results of the analysis as needed as a component of the proposed model reach code package. The Contractor may be requested to provide additional enhanced analysis to supplement the Statewide cost-benefit analysis.

Deliverable: Building Electrification Cost-Effectiveness Study Results Summary

2.4.2.2 Develop EV Cost-Effectiveness Analysis

For the EV model codes, Contractor will also carry out an analysis including all costs and benefits – monetary and non-monetary (e.g. emissions impacts) – of the measures included. The EV cost-effectiveness analysis will be developed in a manner consistent with State and industry standards. In addition, this will include determining the:

1. 2025 CALGreen Standards incremental compliance construction costs
2. Incremental construction costs resulting from the reach code (“first costs”)
3. Retrofitting costs to install the same charging density as 2. above

From the above data, the Contractor will calculate the percentage increase in construction costs resulting from each of the above three EV charging infrastructure deployment costs compared to the construction base cost plus associated carbon and energy reductions and other non-monetary impacts. Building construction base costs may be per residential unit, per square foot commercial development or other appropriate metric plus any associated parking capital costs “base costs”. The analysis will be documented in format easy to review for stakeholders and as a self-standing document for non PCEA/SVCE jurisdiction’s use.

Finally, the Contractor will integrate the cost-benefit analysis as a component of the proposed model reach code package.

Deliverable: EV Cost-Effectiveness Analysis Document (may be delivered in a consolidated document with 2.4.2.1)

2.4.3 Develop Adoption Tools

Adoption tools will be developed to aid city managers, city sustainability staff, and CCA staff with the adoption of reach codes at city council, town council, and board of supervisor meetings. Tools will include, but are not limited to: a regularly-updated slide library, model slide decks for use at council meetings, model staff reports, and Building Standards Commission submission documents.

Deliverables:

- Slide library, and model slide deck
- Model staff reports
- Template building submission documents

2.4.4 Develop Implementation Tools

Implementation tools will be developed to aid city staff, including permitting staff and city sustainability staff, with implementation of reach codes after they have been adopted. Tasks will include, but are not limited to: meetings with jurisdiction staff, implementation checklists, website language, process flows, and trainings.

Deliverables:

- Draft and final Implementation Tools (e.g., templates, documents, presentations) agreed upon in Task 2.4.1

2.5 Provide Technical Assistance to Municipalities for Adoption

2.5.1 Municipal Adoption Technical Assistance

For each territory (PCEA and SVCE), the Contractor will provide technical assistance to interested municipalities for the adoption process. The technical assistance may include presenting to or answering technical questions at Commissions and Councils, and/or their staff designees, and preparing and submitting Building Electrification codes to the CEC for approval, and California Building Standards Commission for filing (CBSC). All submissions to the CEC & CBSC should include a cover letter with common language describing the overall effort of the project and how the code submitted is consistent with the model codes and State cost-effectiveness study as well as other information deemed relevant to expedite approval.

Contractor will maintain tracking spreadsheet, updated every two weeks at minimum, providing key data points and progress for each municipality.

Deliverables:

- 1 Presentation delivered to municipalities
- 2 CEC submission cover letter template
- 3 CEC submission packets
- 4 CBSC submission cover letter template
- 5 CBSC submission packets
- 6 Tracking spreadsheet with list of cities and assistance provided

2.6 Provide Technical Assistance to Municipalities for Code Implementation

2.6.1 Municipal Implementation Technical Assistance

For each territory (PCEA and SVCE), the Contractor will provide technical assistance to municipalities for the implementation process, including developing the tools mutually agreed to in Task 2.4.1, and which may include staff training sessions as requested.

Deliverables:

- List of jurisdictions provided technical assistance, with scope and mode of support documented
- Facilitation of staff training session including training materials and agenda, as requested, and in-person as needed

3. Decarbonization-Focused Building Performance Standard Support

The partners are interested in researching the feasibility in supporting customers with a new type of Building Performance Standard (BPS,) targeting simplicity, low administrative burden for building owners, and low staff time requirements for member agency staff. BPS traditionally require regulated property owners to regularly report Emissions Use Intensity (EUI). BPS typically apply to buildings over 20,000 square feet and require incremental reductions in EUI over time. BPS often require significant administrative burden for all parties in order to report site energy use. However, CCAs have electricity use and gas use data for all customers readily available. Reporting requirements could leverage existing CCA data to streamline the BPS.

Contractor shall develop a BPS model ordinance, which member agencies can consider adopting, and shall be easily integrated with existing CCA systems and existing data sources.

3.1 Study and summarize four BPS options for CCAs to consider offering

Contractor will:

- Work with CCA data teams to estimate number of buildings and associated emissions savings opportunity at various square footage thresholds.
- Summarize four (4) BPS ordinance options for consideration by CCAs, with additional detail on thresholds or other characteristics to be determined.
- Analyze staffing needs to adopt and implement the BPS.
- Contractor will establish GHG targets and timelines for the BPS.
- Research and assess feasibility, cost-effectiveness, and other implementation considerations for the BPS.

Deliverables:

- 1 Excel spreadsheet including a summary of building stock which could be impacted by the ordinance under various ordinance options
 - 2 Memo summarizing the ordinance approach, staffing needs, and other key information
- Note: model codes, adoption support, and implementation support are included in separate sections of the RFP

4. Equity Analysis and Recommendations

Equity means ensuring that reach code, electrification, EV infrastructure, permitting, and related policy work avoids disproportionate burdens on low-income residents, renters, affordable housing residents, small businesses, and disadvantaged communities, while improving fair access to the benefits of decarbonization.

4.1 Research tenant protection and/or housing-energy nexus policy needs

Contractor will research housing or other ancillary policies that may be beneficial to jurisdictions considering electrification policies or CCAs considering electrification programs, to address concerns identified by stakeholders regarding potential adverse equity effects which may arise from such policies and programs. Such research will be solely as directed and prioritized by PCEA and may include, but are not limited to:

- Electricity allowances for deed-restricted renters engaging in electrification programs
- Rental registries
- Existing building decarbonization policies targeting corporate landlords, and providing tenant protections to tenants
- Short term rental decarbonization policies (see [Truckee Short Term Rental Building Electrification Token](#) example)

- Owner-only billing policies or frameworks
- Eviction controls for rental units engaging in decarbonization
- Policies aiding in the assistance of electrification during home sales or property transfers

Deliverable: memo summarizing each policy concepts.

4.2 Review proposed electrification model reach codes for equity

Contractor will review each model reach code from an equity lens and recommend innovations or language to ensure policy is not resulting in unintended consequences for disadvantaged members of the community.

Deliverable: equity review of each model code, recommendations for improvement, and summary slide for use in presentations.

4.3 Develop equity considerations for model codes, ordinances, policies, or frameworks

Contractor will develop codes, ordinances, frameworks, or policies aligned with the policy concepts or other needs selected by PCEA and partners, outlined in task 4.1

Deliverable: draft equity policies, codes, ordinances, or frameworks

5. Non-Residential Existing Building Decarbonization Technical Assistance

5.1 Develop Intake Process for Technical Assistance Applications

Contractor shall develop web-based application process for customer applications via an online form (Formstack, Google Forms, etc.) for detailed assistance on specific projects.

The assistance request will need to be submitted by the developer, owner, or designer of the prospective building. PCEA will approve all projects before commencement. Contractor shall manage these requests for assistance through a triage process that will identify the scope of support services to be provided, identify team members who shall be involved in providing those services and the amount of time to be spent on the services.

Deliverable: Online intake process

5.2 Develop Customer Participation Agreement

Contractor shall develop a customer participation agreement that outlines the services to be provided along with requisite disclaimers, limits of the technical assistance to be

provided, and indemnification for PCEA and SVCE, subject to approval by PCEA and SVCE.

Deliverable: Customer participation agreement

5.3 Provide Technical Assistance to Developers and Building Owners

The Contractor will provide technical assistance to local developers and architects on all-electric building technologies, design (new construction) and electrification retrofits of existing buildings. The assistance is intended to enable better all-electric building design and practices that are integrated with energy efficiency, renewable and storage and smart devices.

PCEA and SVCE assume assistance through this contract cycle will comprise primarily of existing buildings considering decarbonization, rather than the new construction focus of the last program. Assistance will be provided to commercial, market-rate and affordable housing developers at different tiers, outlined further below.

Contractor shall develop a matrix of services to be provided, staff assigned to those and a tracking system to keep track of services provided. Staff assigned to support the design assistance would at a minimum have degrees in mechanical or electrical engineering, architecture or building sciences with a minimum of 5 years of experience. Any subject matter experts that are sub-contracted by the Contractor will, at a minimum, have a Professional Engineering license or be a Licensed Architect and have a minimum of 10 years of subject matter expertise including a demonstrated track record of successful implemented advanced building designs such as LEED platinum, zero net energy and carbon buildings. The Contractor will engage at least four of the sub-contractors within 30 days of this contract execution. Contractor will also need prior PCEA approval if a new sub-contractor is required during the term of this contract.

The developer may submit construction documents for Contractor's review and the Contractor is expected to spend a maximum of 30 hours of support per market rate and commercial developer and maximum 50 hours or support per affordable housing developer. Additional time may be provided to developers subject to PCEA approval.

Technical assistance will include all or a selection of the following tasks, depending on project characteristics and customer need:

1. Providing analysis on all-electric equipment options and the advantages and disadvantages associated with each approach.
2. Providing a project cost estimate (rough order of magnitude) and information on relevant rebate or financing opportunities.

3. Connecting the design team to all-electric equipment contractors and manufacturers and facilitating the design review and assistance from manufacturer representatives or receive estimates from contractors.
4. Reviewing electric cooking and any laundry equipment and electric (heat pump) space and water heating system designs for feasibility and performance, and suggest approaches for any improvements.
5. Providing peer review of and guidance for energy modeling to assist in ensuring the all-electric design options as modeled meet requirements of Title 24 and local codes including any guidance provided by the California Energy Commission.

In addition to the above tasks, affordable housing developers will also be offered the following assistance:

1. Facilitating all-electric strategy and design charrettes to help design teams to develop holistic approaches to building systems electrification.
2. Review of Requests for Qualifications/Proposals (RFQs/RFPs) language developed by the developer to identify sub-contractors or consultants with all-electric building experience.
3. Assisting with a cost benefit comparison on first costs and lifetime costs of building all-electric versus mixed-fuel.
4. Assisting the design team to develop a start-up, commissioning, and measurement & verification (M&V) scoping plan that can be implemented to ensure system performance when the building is in operation.

The Contractor will not:

1. Sign and stamp architectural and engineering building drawings and documents.
2. Negotiate with equipment suppliers and manufacturers on price and warranties.
3. Perform detailed design tasks for the project team.
4. Assist with LEED certification.
5. Perform Title 24 calculations.

Deliverables:

- 1 Maintain online portal allowing customers to apply for free assistance.
- 2 Develop technical assistance agreement with review and approval of PCE
- 3 Provide technical assistance to developers, engineers and architects as described above provided to 30 to 45 developers with diversity across major

segments (affordable housing, market rate housing and commercial) over the contract term.

- 4 Provide a customer-facing Technical Assistance findings and recommendations summary report, in applicable PCEA or SVCE branding, for each project.
- 5 Summarize monthly in a cumulative log the project consultations by building type and issues in such a fashion as to identify easily similar concerns, recommendations, and/or outcomes.

Collect building case examples and construction costs, including where possible construction cost bids organized by building classes and common design cases.

6. Building Electrification Modeling to Inform Policymaking

Develop a workplan for existing buildings simulation and utility rate modeling in coordination with PCEA and SVCE. The workplan will outline simulation software (CBECC, EnergyPlus, or other), prototype characteristics, electrification measure packages, calibration needs, and sensitivity analyses. Contractor will perform utility rate modeling in MS Excel including forecasts and future escalation.

Deliverables:

1. A brief workplan outlining simulation setup and objectives.
2. Slide deck summarizing methodology and findings for use in public meetings.
3. Building energy files and associated (e.g., hourly) data.

7. Permit Modernization

Previous efforts have been made by the County of San Mateo, the Bay Area Reach Codes Team, PCEA, and SVCE to make permitting for heat pumps and Electric Vehicle Infrastructure (EVI) more affordable. Building on those efforts, Contractor will:

7.1 EVI Permit Modernization and Streamlining:

1. Research and develop a list of EVI permitting barriers based on feedback from stakeholders (EVI installers, member agency permit center staff, property owners, etc.).
2. Provide a menu of options for streamline EVI permitting.

7.2 Residential Building Electrification Permitting Modernization and Streamlining

1. Perform a solutions-oriented analysis of existing permitting processes and challenges within PCEA and SVCE member agencies.
2. Coordinate with local jurisdictions and local contractors to identify new tools, resources, or other strategies to streamline and modernize permitting.
3. Develop new tools and resources, to assist with permitting operations, such as:

1. NEC calculations.
 2. Combined heat pump water heater and electrical permits.
 3. Instant permits for simple installations by licensed contractors.
 4. Online system improvements.
 5. Other tools, as mutually determined.
4. Provide education and training for local jurisdictions as-needed, including a multi-jurisdictions workshops.
 5. Provide PCE with state policy recommendations where appropriate.

Deliverables:

1. A brief workplan outlining simulation setup and objectives.
2. EVI permitting barriers report.
3. Meetings with building officials for least 50% of PCEA and SVCE member agencies.
4. Tools for permit modernization for use by building officials.
5. Education and training workshop
6. State policy recommendations brief

8. Schedule

	Task	Due Date(s)
1	Administration	Ongoing
2	Electrification Reach Codes	Ongoing, completed by Dec 2029
3	Decarbonization-Focused Building Performance Standard Support	Dec 2026-Dec 2029
4	Equity Analysis and Recommendations	Ongoing
5	Non-Residential Existing Building Decarbonization Technical Assistance	Ongoing, completed by Dec 2029
6	Building Electrification Modeling	TBD
7	Permit Modernization	December 2026 for HPWH July 2027 for HPSH and EVI

9. Project Implementation Partner Overview

Definitions:

- TRC - name is three letters
- Movement Legal (ML)
- Building Electrification Institute (BEI)
- Integrated Design 360 (ID360)
- Shute Mihaly, Weinberger (SMW)
- WSP – name is three letters
- San Francisco Bay Area Planning and Research Association (SPUR)
- Guttman & Blavoet (G&B)
- Smithgroup (SG)
- Redwood Energy (RE)
- Frontier Energy (FE)

Firm	2 Reach Codes	3 BPS Support	4 Equity Analysis	5 Building Technical Assistance	6 Electrification Modeling for Policymaking	7 Permit Modernization
TRC	•	•	•	•	•	•
ML	•	•	•			
BEI		•	•			
ID360	•					•
SMW	•	•	•			
WSP	•	•	•	•	•	
SPUR	•		•			•
RE			•	•		
G&B				•	•	
SG				•	•	
FE				•		

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:

1. Time and materials up to \$2,000,000 for all tasks, with budgets per task as outlined in Table 1. PCEA reserves the right to re-allocate budget from one task to another based on needs of the program.
2. Billings will utilize the rate schedules below fully loaded rates. Non-labor expenses will not exceed \$6,000. Non-labor expenses include cost such as: mileage, task-specific printing costs, website hosting, and materials for workshops
3. Invoices may be submitted no more than monthly, with hours identified by staff, rate, and sub-task. Minimum hourly increment will be 0.25 hours, prorated based on hourly rate.

Table 1: Budget Table

Task	Name	TOTAL	% of Total
1	Administration	\$266,300	13%
2	Electrification Reach Codes Tasks	\$894,000	45%
3	Decarbonization-Focused Building Performance Standard Support	\$122,900	6%
4	Equity Analysis and Recommendations	\$112,900	6%
5	Non-Residential Existing Building Decarbonization Technical Assistance	\$417,500	21%
6	Building Electrification Modeling to Inform Policymaking	\$53,300	3%
7	Permit Modernization	\$126,600	6%
-	Project Expenses	\$6,000	0.3%
	TOTAL	\$2,000,000	100%

Table 2: TRC Hourly Rates

Title	Rate (\$/Hour)
Vice President	\$319.00
Senior Director	\$281.00
Director II	\$270.00
Director I	\$258.00
Associate Director II	\$245.00
Associate Director I	\$234.00
Senior Managing Research Consultant	\$223.00
Managing Research Consultant	\$210.00
Senior Research Engineer	\$195.00
Research Consultant II	\$185.00
Project Manager	\$175.00
Associate Project Manager	\$165.00
Research Consultant I	\$155.00
Research Associate	\$141.00
Research Assistant	\$129.00

Table 3: SubContractor Hourly Rates

Company	Title or Staff	2026-2029 Rate (\$/Hour)
BEI	Executive Director	\$310.00
BEI	Managing Director	\$295.00
BEI	Director of Operations	\$295.00
BEI	Research Director	\$270.00
BEI	Policy Director and Senior Researcher	\$270.00
BEI	Assistant Policy Director	\$230.00
Frontier	Director / Principal Consultant	
Frontier	Sr. Manager / Engineering Manager	
Frontier	Sr. Engineer / Sr. Program Manager	
Frontier	Engineer / Program Manager	
Frontier	Sr. Program Consultant / Sr. Analyst	
G&B	Principal	\$385.00
G&B	Associate Principal	\$360.00
G&B	Senior Associate	\$330.00
G&B	Associate	\$320.00
G&B	Senior Engineer	\$300.00

Company	Title or Staff	2026-2029 Rate (\$/Hour)
G&B	Senior Building Performance Analyst	\$290.00
G&B	CAD Lead	\$250.00
G&B	Engineer II	\$240.00
G&B	Engineer I	\$230.00
G&B	Building Performance Analyst	\$230.00
G&B	Senior Designer	\$215.00
G&B	Designer	\$205.00
G&B	Construction Administrator	\$180.00
G&B	Project Assistant	\$140.00
ID360	Principal	\$367.00
ID360	Associate Principal	\$321.00
ID360	Program Manager	\$287.00
ID360	Project Manager	\$234.00
ID360	Plan Reviewer	\$234.00
ID360	Associate	\$198.00
ID360	Administrative Leader	\$84.00
Movement Legal	Project Supervisor	\$450.00
Movement Legal	Senior Attorney	\$350.00

Company	Title or Staff	2026-2029 Rate (\$/Hour)
Movement Legal	Staff Attorney	\$250.00
Movement Legal	Data and Policy Analysis	\$200.00
Smith Group	Architect I	
Smith Group	Architect II	
Smith Group	Architect III	
Smith Group	Architect IV	
Smith Group	Architect V	
Smith Group	Interior Design I	
Smith Group	Interior Design II	
Smith Group	Interior Design III	
Smith Group	Interior Design IV	
Smith Group	Interior Design V	
Smith Group	Mechanical Engineer I	
Smith Group	Mechanical Engineer II	
Smith Group	Mechanical Engineer III	
Smith Group	Mechanical Engineer IV	
Smith Group	Mechanical Engineer V	
Smith Group	Electrical Engineer I	

Company	Title or Staff	2026-2029 Rate (\$/Hour)
Smith Group	Electrical Engineer II	
Smith Group	Electrical Engineer III	
Smith Group	Electrical Engineer IV	
Smith Group	Electrical Engineer V	
Smith Group	Plumbing Engineer I	
Smith Group	Plumbing Engineer II	
Smith Group	Plumbing Engineer III	
Smith Group	Plumbing Engineer IV	
Smith Group	Plumbing Engineer V	
Smith Group	Fire Protection & Life Safety Engineer I	
Smith Group	Fire Protection & Life Safety Engineer II	
Smith Group	Fire Protection & Life Safety Engineer III	
Smith Group	Fire Protection & Life Safety Engineer IV	
Smith Group	Fire Protection & Life Safety Engineer V	
Smith Group	Landscape Architect I	

Company	Title or Staff	2026-2029 Rate (\$/Hour)
Smith Group	Landscape Architect II	
Smith Group	Landscape Architect III	
Smith Group	Landscape Architect IV	
Smith Group	Landscape Architect V	
Smith Group	Lighting Designer I	
Smith Group	Lighting Designer II	
Smith Group	Lighting Designer III	
Smith Group	Lighting Designer IV	
Smith Group	Lighting Designer V	
Smith Group	Lab Planner I	
Smith Group	Lab Planner II	
Smith Group	Lab Planner III	
Smith Group	Lab Planner IV	
Smith Group	Lab Planner V	
Smith Group	Medical Planner I	
Smith Group	Medical Planner II	
Smith Group	Medical Planner III	
Smith Group	Medical Planner IV	

Company	Title or Staff	2026-2029 Rate (\$/Hour)
Smith Group	Medical Planner V	
Smith Group	Urban Planner I	
Smith Group	Urban Planner II	
Smith Group	Urban Planner III	
Smith Group	Urban Planner IV	
Smith Group	Urban Planner V	
Smith Group	Senior Construction Administrator	
Smith Group	Construction Administrator	
Smith Group	Construction Administration Coordinator	
Smith Group	Administrative Assistant	
Smith Group	Senior Building Performance Analyst	
Smith Group	Building Performance Analyst	
Smith Group	Renewable Energy Specialist	
Smith Group	Sustainability Specialist	
Smith Group	Data Scientist	
Smith Group	Visualization Specialist	
Smith Group	BIM Technology Specialist	

Company	Title or Staff	2026-2029 Rate (\$/Hour)
Smith Group	Technology Strategist	
Smith Group	Construction Specifier	
Smith Group	Project Manager	
Smith Group	Senior Project Manager	
Smith Group	Design Principal	
Smith Group	Principal in Charge	
Smith Group	Project Executive	
SMW	Partner (Folk)	\$450.00
SMW	Associate III (Tarpey)	\$415.00
SMW	Associate II	\$400.00
SMW	Associate I	\$375.00
SMW	Planner	\$375.00
SMW	Paralegal	\$285.00
SMW	Law Clerk	\$225.00
SPUR	Sarah Atkinson	
SPUR	Sam Fishman	
SPUR	Colleen Corrigan	
Redwood Energy	Principal	\$300.00

Company	Title or Staff	2026-2029 Rate (\$/Hour)
Redwood Energy	Senior Energy Analyst	\$275.00
Redwood Energy	Research Director	\$210.00
Redwood Energy	Energy Analyst I	\$180.00
Redwood Energy	Energy Analyst II	\$190.00
Redwood Energy	Research Assistants	\$150.00
Redwood Energy	Research Associate I	\$170.00
Redwood Energy	Research Associate II	\$185.00
WSP	Vice President	\$320.00



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 20, 2026

MEETING DATE: May 28, 2026

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kirsten Andrews-Schwind, Associate Director of Community Relations and Climate Equity

SUBJECT: Approval of the Dave Pine Community Award (Action)

RECOMMENDATION

Establish the Dave Pine Community Award, an annual recognition in honor of founding Board Chair, Dave Pine.

BACKGROUND

Peninsula Clean Energy proposes to establish an annual community-based award to recognize local organizations or community members who have demonstrated exceptional commitment to advancing PCE's mission and goals.

The award is named in honor of former Supervisor and founding Board Chair, Dave Pine, for his longstanding leadership on climate action and vision in creating Peninsula Clean Energy.

As a County Supervisor, Dave Pine led the formation of Peninsula Clean Energy bringing together the County, cities, and major stakeholders for the successful launch of the Agency. He guided the agency formation process in such a thoughtful way that every city council in San Mateo County, as well as the County Board of Supervisors, voted unanimously to join the JPA. He then led PCE as its first Chair of the Board of Directors.

DISCUSSION

Staff proposes presenting one Dave Pine Community Award per year. The award would include public recognition and the inclusion of honorees' names on a commemorative plaque displayed in the Board room at PCE's new office. It would not include a monetary component but would include appropriate public recognition and press coverage for the honoree. Staff suggests presenting the first Dave Pine Community Award at PCE's Fall Symposium on September 30, 2026.

Recognizing that most impact comes from collective action, staff recommends prioritizing local groups and community-based organizations over individuals, government agencies or elected officials for award nominations, although individuals could be eligible on an exception basis.

Collaboration between multiple organizations working towards a shared objective would also be eligible.

Staff proposes the following criteria for evaluating award nominees:

1. Impactful work that advances PCE's mission
2. Demonstration of potential to achieve significant greenhouse gas (GHG) reductions
3. Advancement of community equity goals
4. Projects or initiatives are conducted within Peninsula Clean Energy's service area

Proposed Process for Annual Award Selection

1. Staff creates simple nomination form and solicits nominees from Staff and Board members
2. Staff leads an ad hoc working committee comprised of no more than five members of the Board, a few key staff members, and founding Board Chair Dave Pine, if he is amenable and available.
3. The ad hoc working committee will review nominees and develop a recommendation.
4. Board votes on recommendation for final approval.
5. Nominee is honored at an appropriate occasion, press release issued, and their name is added to the commemorative plaque displayed in the PCE Board room.

FISCAL IMPACT

The proposed award does not include a monetary component.

RESOLUTION NO. _____

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

APPROVAL OF THE DAVE PINE COMMUNITY AWARD (ACTION)

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, as a County Supervisor, Dave Pine led the formation of Peninsula Clean Energy, bringing together the County, cities, and major stakeholders. He then led the agency as its first Chair of the Board of Directors; and

WHEREAS, Peninsula Clean Energy proposes establishing the Dave Pine Community Award in honor of former Supervisor and founding Board Chair Dave Pine and his longstanding leadership on climate action and vision in creating Peninsula Clean Energy; and

WHEREAS, the Dave Pine Community Award will recognize organizations and community members who have demonstrated exceptional commitment to advancing PCE's mission and goals; and

WHEREAS, awardees will be selected with the following criteria: 1) work that advances PCE's mission; 2) demonstration of potential to achieve significant greenhouse gas (GHG) reduction; 3) advancement of community equity goals; 4) projects or initiatives are conducted within Peninsula Clean Energy's service area; and

WHEREAS, the award would include public recognition and the inclusion of honorees' names on a commemorative plaque displayed in the Board meeting room at PCE's new office. The proposed award does not include a monetary component; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board establish the Dave Pine Community Award.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 22, 2026

MEETING DATE: May 28, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Roy Xu, Senior Director of Power Resources

SUBJECT: Beyond the Power Content Label: Understanding Clean Energy Procurement
(Discussion)

BACKGROUND

Senior Director of Power Resources, Roy Xu, will lead a Board study session on this topic and informational slides will be presented at the Board meeting. This is an informational discussion item only.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 8, 2026
MEETING DATE: May 28, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kelly Lew-Quintal, Risk Manager

SUBJECT: Energy Supply Procurement Quarterly Update

BACKGROUND

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

DISCUSSION

This memo summarizes all short-term energy procurement contracts executed by the Chief Executive Officer or the Senior Director of Power Resources since the Board meeting in February 2026.

Transaction Effective Month	Purpose	Counterparty	Term
January	Sale of Resource Adequacy	Ava Community Energy Authority	1 month
February	Buy of GHG-Free Energy	Morgan Stanley Capital Group Inc.	10 Months
February	Sale of Resource Adequacy	Sonoma Clean Power Authority	2 months
February	Sale of Resource Adequacy	Arizona Electric Power Coop	9 months
February	Sale of Resource Adequacy	Pioneer Community Energy	12 months
February	Sale of Resource Adequacy	Shell Energy North America (US), L.P.	1 month
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months

March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
March	Buy of Resource Adequacy	Calpine Energy Services, L.P.	1 month
March	Buy of Resource Adequacy	City of Vernon	1 month
March	Sale of Resource Adequacy	Calpine Energy Services, L.P.	1 month
March	Sale of Resource Adequacy	San Diego Community Power	7 months
March	Sale of Resource Adequacy	Calpine Energy Services, L.P.	1 month
March	Sale of Resource Adequacy	BigBeau Solar, LLC	1 month
March	Sale of Resource Adequacy	NRG Business Marketing LLC	1 month
March	Sale of Resource Adequacy	City of Vernon	1 month
March	Sale of Resource Adequacy	City of Vernon	1 month
April	Buy of Hedge Energy	Triolith Energy Fund, LP	3 months
April	Sale of PCC1 Energy	Morgan Stanley Capital Group Inc.	10 Months
April	Sale of Resource Adequacy	San Diego Community Power	3 months

STRATEGIC PLAN

The above contracts were executed after the February 2026 Board meeting for transaction effective months of January, February, March, and April 2026 to support the Power Resources Objective 2 for Procurement: Procure power resources to meet regulatory mandates and internal priorities at affordable cost.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 6, 2026
MEETING DATE: May 28, 2026
VOTE REQUIRED: None

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

BACKGROUND

May 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 California Legislature has completed the annual house-of-origin Suspense File process in both the Assembly and Senate. Bills that successfully advanced out of the Suspense file in the Appropriations Committees are now moving to floor votes in their respective houses before proceeding to the second house for additional policy and fiscal review. Bills held on Suspense are effectively dead for the year.

Affordability remains the dominant political issue in Sacramento. Legislators across the political spectrum continue to express concern regarding increasing electricity rates, the cumulative cost of climate and infrastructure programs, and the long-term affordability impacts of rapid electrification and load growth. Artificial intelligence, transportation and building electrification, and data centers are all contributing to heightened concern regarding transmission planning, resource adequacy, interconnection timelines, and long-term infrastructure investment needs. These issues increasingly intersect with broader concerns around reliability, wildfire risk, and affordability.

State Budget and May Revision Update

Governor Gavin Newsom released the May Revision to his proposed 2026–27 State Budget on May 14, 2026. The May Revision was highly anticipated given widespread expectations earlier this year that California could face substantial new deficits and corresponding program reductions. Instead, the Administration reported that state tax revenues are projected to come in approximately \$16.5 billion above the Governor's January estimates, driven in significant

part by stronger-than-expected capital gains and technology-sector-related tax revenues. This figure is substantially above prior Legislative Analyst's Office projections from late 2025. Despite the improved revenue outlook, the Administration continues to emphasize fiscal caution and long-term budget stability. The May Revision proposes no major new ongoing spending commitments and instead prioritizes reserve-building and long-term fiscal stabilization measures.

California's cap-and-invest program has also emerged as a significant political and budget issue in Sacramento. Recent proposed changes by the California Air Resources Board (CARB), intended to reduce compliance costs for refineries and other regulated industries, are projected to substantially reduce annual program revenues – potentially by approximately \$2 billion per year. This has triggered growing concern among lawmakers because these revenues have become an important funding source for a wide range of climate, transportation, wildfire resilience, affordable housing, and ratepayer assistance programs. The resulting tension reflects a broader political challenge facing California policymakers: balancing emissions reductions and affordability concerns while maintaining funding for the state's broader climate and infrastructure agenda.

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. **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.
3. **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.
4. **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):** AB 2111, jointly sponsored between PCE, Sonoma Clean Power, and the Abundance Network, continues to move through the Legislature. The bill would modernize California transmission planning by requiring state agencies to evaluate multiple plausible futures and planning uncertainties rather than relying on a single deterministic forecast. The bill directly supports affordability by avoiding costly reactive buildout, improving reliability, and helping unlock access to lower-cost clean energy resources.

Position: Co-sponsor

Location: Passed off of Suspense on May 14. It heads now to the Assembly floor for a vote.

2. **PCIA Transparency and Cost Visibility (AB 1761 – Rogers):** AB 1761, sponsored by CalCCA, would improve transparency regarding the calculation of the Power Charge Indifference Adjustment (PCIA). The bill would require greater data transparency surrounding

the methodologies and assumptions used to calculate these charges. For PCE, improved transparency is important because PCIA costs directly impact customer rates, procurement forecasting, and long-term financial planning.

Position: Support

Location: Passed off of Suspense on May 14. It heads now to the Assembly floor for a vote.

3. 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: Passed off of Suspense on May 14. It heads now to the Assembly floor for a vote.

4. 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: Oppose

Location: AB 2508 was held in Assembly Appropriations Committee on May 14. This means the vehicle/bill number is dead for the year.

5. 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. PCE is working with the sponsors, in concert with SJCE and SVCE to address our shared concerns.

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

Location: Passed off of Suspense on May 14. It heads now to the Assembly floor for a vote.

6. Resource Adequacy (RA) and Slice-of-Day Reform (SB 1138 – Padilla): SB 1138, sponsored by CalCCA, would allow hourly transactability of RA obligations under the CPUC's Slice-of-Day framework. PCE supports the legislation because it would provide additional flexibility for LSEs to manage hourly compliance obligations more efficiently while helping reduce unnecessary over-procurement. PCE supports the bill as a targeted affordability solution that reduces unnecessary procurement while maintaining reliability.

Position: Support

Location: Passed off of the Senate floor on May 15. It heads now to the Assembly.

7. Data Centers, Large Loads, and Cost Allocation: California policymakers are increasingly focused on how rapid growth in artificial intelligence infrastructure and hyperscale data centers may affect:

- Electricity demand forecasts
- Transmission investment needs
- Reliability planning
- Cost allocation
- Procurement obligations
- Ratepayer affordability

Several pending bills continue to explore issues related to large-load service, procurement obligations, infrastructure cost responsibility, and utility oversight. While California is not currently experiencing the same level of hyperscale data center development seen in other

regions of the country, policymakers increasingly view the issue as strategically important due to projected future load growth. For PCE, the central policy concern remains ensuring that large new loads do not shift infrastructure and reliability costs onto existing customers, while preserving procurement flexibility and local autonomy.

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

Washington remains highly politically volatile heading into the 2026 midterm elections. While Republicans continue to control the White House, House, and Senate, narrow congressional majorities and growing political vulnerability are increasingly shaping federal legislative behavior.

Federal policymaking remains heavily focused on high-visibility political issues including immigration enforcement, affordability, energy prices, national security, domestic manufacturing, and economic competitiveness. As a result, long-term bipartisan energy policymaking remains difficult, and much of the federal landscape continues to be driven by executive action, reconciliation packages, oversight activity, and permitting reform negotiations. For clean energy, the practical result is continued uncertainty around federal incentives, trade policy, permitting frameworks, and long-term infrastructure investment assumptions.

Federal Budget, Reconciliation, and Appropriations

Congressional leadership continues to indicate that final FY 2027 appropriations legislation is unlikely to be completed before the November elections. Current expectations remain that Congress will likely pass one or more Continuing Resolutions (CRs) extending current funding levels into late 2026. At the same time, Congress continues to focus on a second major reconciliation package (“Reconciliation 2.0”) primarily centered on immigration enforcement and Department of Homeland Security funding.

Current indications from congressional leadership and stakeholder discussions suggest:

- The Senate is expected to take the lead in reconciliation negotiations.
- Congressional Republicans continue to prioritize immigration and border enforcement funding.
- Tax financing provisions and major energy tax credit revisions currently appear less likely to be included in the near-term reconciliation package.
- Congressional leadership continues to indicate that “pay-fors” – including major revenue raisers, broad tax increases, or significant energy tax credit rollbacks – are not currently expected to be a central component of the near-term reconciliation negotiations
- Additional future reconciliation efforts (“Reconciliation 3.0”) remain possible.
- Congressional consensus regarding long-term energy tax policy remains uncertain.

While federal energy tax credits and municipal financing mechanisms do not appear to face immediate near-term changes through the current reconciliation package, uncertainty regarding long-term federal energy policy continues to create planning risk for the clean energy sector.

Federal Energy Legislative Policy: Key Issues

1. Permitting Reform: Permitting reform continues to be one of the few areas where bipartisan energy policy discussions remain active. Both Democrats and Republicans continue to express support for accelerating infrastructure development and reducing permitting delays.

However, substantial disagreements remain regarding transmission siting authority, fossil fuel infrastructure, environmental review requirements, and clean energy prioritization. The Administration's continued skepticism toward offshore wind development and broader tensions surrounding federal energy policy continue to complicate negotiations. For PCE, permitting reform remains important because transmission delays, interconnection bottlenecks, and slow infrastructure deployment continue to directly affect reliability, affordability, and clean energy procurement timelines.

2. FERC Large Load and Data Center Proceedings: FERC continues to advance discussions regarding large-load interconnection, cost allocation, and data center policy. Commissioners across the political spectrum continue to express concern regarding:

- Large load forecasting.
- Reliability impacts.
- Cost allocation.
- Infrastructure planning.
- Regional flexibility; and
- Avoiding one-size-fits-all regulatory approaches.

Importantly, multiple FERC Commissioners emphasized continued interest in preserving state and regional flexibility while avoiding overly rigid federal frameworks. Affordability and reliability remain central themes in the ongoing proceeding. FERC is also expected to continue advancing work related to its Advanced Notice of Proposed Rulemaking (ANOPR) regarding large loads and related grid planning issues.

3. Cybersecurity and Grid Security: Cybersecurity continues to emerge as a rapidly growing bipartisan priority in Washington. Federal agencies and congressional offices increasingly view cybersecurity, grid resilience, and customer data protection as core infrastructure and national security issues. Discussions during recent federal meetings consistently emphasized the importance of protecting energy infrastructure and customer systems from cyber threats. This issue is expected to receive continued bipartisan attention moving forward.

4. Trade Policy and Supply Chain Risk: Trade policy and supply chain uncertainty continue to affect clean energy markets. Ongoing tariff discussions, Section 301 investigations, and broader geopolitical tensions continue to create uncertainty around the cost and availability of key clean energy technologies, including batteries, solar equipment, transformers, and grid infrastructure. For PCE, these dynamics may continue to affect procurement costs, project timelines, and long-term market assumptions.

5. Appliance Standards and Electrification (H.R. 4626 & H.R. 4758): PCE joined other California Community Choice Aggregators in opposing these two bills, both of which would weaken federal appliance efficiency standards and reduce support for electrification-related programs, including workforce training and demand-side energy initiatives. While neither bill has significantly advanced in recent weeks, they remain notable as part of a broader federal policy trend challenging electrification, energy efficiency standards, and state-led climate policies. For PCE, these proposals remain concerning because they could increase long-term customer energy costs, reduce the effectiveness of demand-side management strategies, and undermine efforts to manage load growth and improve affordability through building efficiency and electrification.

April 2026 Washington, D.C. Advocacy Trip

During the week of April 20, PCE participated in federal advocacy meetings in Washington, D.C. organized by the Community Choice Energy Alliance (CCEA), formerly LEAN. The effort brought together CCAs from across the country to engage with federal policymakers, regulators, and agency staff on key energy and infrastructure issues.

The delegation held over twenty meetings across Congress, federal agencies, and federal regulators, including:

- Multiple meetings with FERC Commissioners and staff.
- Meetings with Department of Energy leadership and staff.
- Meetings with Senate and House Energy, Environment, Finance, and Tax Committee staff.
- Meetings with congressional leadership offices.
- Meetings with members and staff from both political parties, including House and Senate members and staff from PCE's service territory.

The primary goals of the trip were to:

- Continue educating federal policymakers about the CCA model.
- Discuss opportunities for partnership and coordination.
- Engage on permitting reform, large-load policy, and grid planning.
- Highlight affordability, reliability, and local clean energy investment.
- Ensure that federal policymakers understand the importance of preserving flexibility and local authority.

A recurring theme across meetings was the growing federal focus on:

- Large electrical loads and data centers
- Affordability
- Reliability
- Cybersecurity
- Permitting reform
- Infrastructure deployment

Federal officials also expressed continued interest in distributed energy resources, virtual power plants, local resilience, and strategies that allow customers to participate more directly in grid operations.

Overall Strategic Takeaways for PCE

1. A number of broad themes continue to emerge in both Sacramento and Washington:
2. Affordability has become the dominant political and policy issue in energy.
3. Reliability and load growth concerns are increasingly driving infrastructure and procurement discussions.
4. Transmission planning, interconnection reform, and permitting reform are becoming central to long-term affordability and clean energy deployment.
5. Policymakers are increasingly focused on data centers and large electrical loads and their implications for cost allocation and reliability.
6. Federal policy uncertainty remains elevated, particularly regarding tax policy, trade policy, and long-term clean energy incentives.
7. Cybersecurity and resilience are becoming increasingly important federal priorities.
8. For CCAs, maintaining procurement flexibility, preserving local autonomy, and demonstrating customer affordability value remain critically important in the evolving political environment.

ATTACHMENTS:

PCE LOS - Support for Confirmation of Siva Gunda to CEC_signed.pdf
May 2026 PCE Bill Matrix.docx



May 5, 2026

The Honorable Monique Limon
Senate President Pro Tem
Chair, Senate Committee on Rules
1021 O Street, Room 8518
Sacramento, CA 95814

Re: SUPPORT FOR CONFIRMATION OF SIVA GUNDA TO THE CALIFORNIA ENERGY COMMISSION

Dear Senator Limon,

On behalf of Peninsula Clean Energy (PCE), I write in strong support for the confirmation of Siva Gunda to be reappointed to the California Energy Commission. In his first term on the Commission, Commissioner Gunda has proven to be a valuable thought leader on creating a cleaner, more reliable electricity grid for California.

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 with a focus on delivering clean and affordable electricity to our customers. We are committed to implementing programs to reduce greenhouse gases and transition our communities to an all-electric future. We have found Commissioner Gunda to share many of our same priorities and have seen him moving California's electricity sector in a positive direction since he first joined the Commission in 2021.

Considering Commissioner Gunda's ongoing dedication to resolving some of California's toughest challenges in the energy sector, including expanding analytical methods to incorporate non-energy impacts of the ongoing energy transition, combined with his thoughtful and collaborative leadership style, we are pleased to support the confirmation of Commissioner Gunda to a second term at the California Energy Commission.

If you have any questions, please contact Mike Mielke with our Policy and Government Affairs team. Mike can be reached at mmielke@pensulacleanenergy.com; 202-607-1064.

Sincerely,

A handwritten signature in blue ink that reads "Shalini Swarup".

Shalini Swaroop
Chief Operating Officer
Peninsula Clean Energy

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 1761 (Rogers) PCIA Data Transparency	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the commission to ensure that all data relied on in any decision or ruling, or in any proposal or analysis provided by an electrical corporation, the commission's staff, or any other party, for the determination or application of a calculation methodology for any charge imposed on customers of a load-serving entity to recover the cost of contracts or resources owned by an electrical corporation or any value derived from that calculation is made available to load-serving entities and ratepayer advocates on behalf of customers.	Awaiting Assembly Floor Vote Passed Assembly Appropriations	Support	Sponsor	This is CalCCA's sponsored legislation to increase data transparency on PCIA inputs.
AB 1787 (Schultz) Option Dynamic Rate Tariff	Current law requires each IOU to identify a separate rate component to fund certain programs that enhance system reliability and provide in-state benefits, and requires that the rate component be a nonbypassable element of the local distribution service. This bill would require a large electrical corporation, if the PUC approves the IOU's request to upgrade its smart meter infrastructure and related information management and billing systems on or after	Awaiting Assembly Floor Vote Passed Assembly Appropriations			

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	January 1, 2027, to offer to each of its customers from whom the incremental costs of those upgrades are recovered at least one optional dynamic rate tariff upon the upgraded smart meter infrastructure being placed into service and its costs being recoverable in rates, as specified.				
AB 1849 (Papan) Decarbonized Gaseous Fuels	Current law regulates the emission of air contaminants, including the oxides of nitrogen, into the atmosphere. Current law generally vests regulatory jurisdiction over stationary sources of air pollution to the air pollution control districts and air quality management districts and regulatory jurisdiction over mobile sources of air pollution to the California Air Resources Board (CARB). This bill would require, on or before December 31, 2027, CARB to conduct an assessment of the amount of decarbonized gaseous fuels that will be needed to decarbonize hard-to-electrify sectors and maintain reliability in the electricity sector. The bill would require the assessment to include an assessment of the need for decarbonized gaseous fuels in each hard-to-electrify sector.	Dead - Held in Assembly Appropriations and			
AB 2111 (Papan)	Existing law requires the Public Utilities Commission (PUC), in consultation with the State Energy Resources Conservation and	Awaiting Assembly Floor Vote	Co-Sponsor		PCE is co-sponsoring the bill along with

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Transmission Planning	Development Commission (Energy Commission), to provide transmission-focused guidance to the Independent System Operator (ISO) about resource portfolios of expected future renewable energy resources and zero-carbon resources, including the allocation of those resources by region based on technical feasibility and commercial interest in each region to allow the ISO to identify and approve transmission facilities needed to interconnect resources and reliably serve the needs of load centers, as specified. On December 23, 2022, the PUC, the Energy Commission, and the ISO entered into a memorandum of understanding related to resource and transmission planning, transmission development and permitting, procurement, and interconnections to achieve reliability and policy needs and to coordinate the timely development of resources, resource interconnections, and needed transmission infrastructure. Existing law requires the Energy Commission and the PUC, in coordination with the ISO, every 5 years, to review the memorandum of understanding and a related workplan to ensure the memorandum and workplan reflect the coordination that is needed to help meet the state's energy goals. This bill	Passed Assembly Appropriations			Sonoma Clean Power and the Abundance Network

**Status of 2026 Legislative Session Bills
As of May 18, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	would require those entities, on or before January 1, 2028, to incorporate into an update any revisions as may be necessary to to, among other things, ensure that the memorandum and workplan reflect the requirements of Federal Energy Regulatory Commission Order 1920-A, including methods to evaluate resource portfolios that reflect the best available methods of decision-making under uncertainty. This bill contains other related provisions and other existing laws.				
AB 2234 (Papan) CEQA: Geothermal Exploratory Projects	The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if the lead agency finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Existing	Awaiting Assembly Floor Vote Passed Assembly Appropriations			This bill is sponsored by Sonoma Clean Power. A similar version of this bill was vetoed by the Governor in 2025.

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	law establishes the Geologic Energy Management Division in the Department of Conservation. Existing law requires the division to be the lead agency for all geothermal exploratory projects for purposes of CEQA, except as provided. Existing law defines “geothermal exploratory project,” for purposes of CEQA, in part as a project composed of not more than 6 wells and associated drilling and testing equipment whose chief and original purpose is to evaluate the presence and characteristics of geothermal resources. Existing law requires wells included within a geothermal exploratory project to be located at least 1/2 mile from geothermal development wells that are capable of producing geothermal resources in commercial quantities. This bill would expressly include as part of a geothermal exploratory project, among other things, equipment and activities necessary to establish interconnectivity between wells and reservoirs. The bill would exclude certain wells connecting to geothermal reservoirs from the 1/2-mile limit described above.				
AB 2313 (Berman)	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including gas corporations.	Awaiting Assembly Floor Vote	Support	Support	Co-sponsored by Earthjustice and NRDC

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Home Energy Choice Act	Existing law requires, until January 1, 2031, gas corporations to submit to the commission an annual map that includes, among other things, the location of all potential gas distribution line replacement projects identified in its distribution integrity management plan and any foreseeable gas distribution pipeline replacements. This bill, the Home Energy Choice Act, would require the commission, in a new or existing proceeding, to require each gas corporation to offer a Gas Distribution Service Line Replacement Alternatives Program, on or before January 1, 2028, to provide gas customers served by a gas distribution service line, planned or forecasted for replacement over the next 5 years, or prioritized for replacement by the commission, with a monetary incentive to deploy gas distribution service line replacement alternatives, such as heat pumps or induction stoves, and cease gas service to avoid the gas distribution service line replacement, as specified. This bill contains other related provisions and other existing laws.	Passed Assembly Appropriations			
AB 2369 (Rogers)	Existing law vests the Public Utilities Commission (PUC) with regulatory authority over public utilities, including electrical	Awaiting Assembly Floor Vote		Support	Sponsored by Sonoma Clean Power

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Energy-Only Resources	corporations. Existing law requires each electrical corporation, electric service provider, and community choice aggregator to maintain physical generating capacity and electrical demand response adequate to meet its load requirements, and requires that the generating capacity or electrical demand response be deliverable to locations and at times as may be necessary to maintain electrical service system reliability, local area reliability, and flexibility. This bill would additionally require each electrical corporation, electric service provider, and community choice aggregator to maintain energy storage adequate to meet its load requirements, as provided. This bill contains other related provisions and other existing laws.	Passed Assembly Appropriations			
AB 2383 (Zbur) Large Energy Use Facilities	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. Existing law authorizes the commission to investigate a single rate, classification, rule, contract, practice, or the entire schedule of rates, classifications, rules, contracts, and practices, of any public utility,	Awaiting Assembly Floor Vote Passed Assembly Appropriations		Oppose Unless Amended	CalCCA is in discussion with the author on amendments to ensure that the CPUC does not have authority on CCA contracts under the bill

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	and to establish new rates, classifications, rules, contracts, practices, or schedules. This bill would require the commission, on or before January 1, 2028, in a new or existing proceeding, to provide for a classification of retail electricity consumers that are large energy use facilities that is separate and distinct from classifications of service for other commercial or industrial retail electricity consumers and has its own rate schedule, as specified. The bill would require any rate schedule adopted by the commission for large energy use facilities to meet specified requirements, and would require the commission, in deciding whether to approve an electrical corporation's proposed rate schedule, to ensure the rates meet certain requirements, as provided. The bill would specify that an electrical corporation and a large energy use facility are not required to use the above-described classification of service if the commission has not approved the electrical corporation's rate schedule for that classification of service. This bill would require the commission to require a load-serving entity that is providing electricity service to a large energy use facility to enter into a contract with the large energy use facility that covers the cost				

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	of service and the cost of energizing the facility, as applicable, and would require any contract entered into between an electrical corporation and a large energy use facility pursuant to these provisions to meet certain requirements. The bill would specify that these provisions apply to a large energy use facility that receives electricity service from a load-serving entity on or after January 1, 2027. This bill contains other related provisions and other existing laws.				
AB 2493 (Petrie-Norris)	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires the commission, if it determines that the rules, practices, equipment, appliances, facilities, or service of a public utility, or the methods of manufacture, distribution, transmission, storage, or supply used by the public utility, are unjust, unreasonable, unsafe, improper, inadequate, or insufficient, to determine and fix the rules, practices, equipment, appliances, facilities, service, or methods to be observed, furnished, constructed, enforced, or employed. This bill would require the commission to require each electrical corporation to retain an independent third-party auditor to review certain	Awaiting Assembly Floor Vote Passed Assembly Appropriations Committee			

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	transmission- and interconnection-related submissions made by the electrical corporation, the electrical corporation's progress on completing network upgrades following approval in a generator interconnection agreement or transmission plan approved by the Independent System Operator, and the electrical corporation's compliance with any remedial actions ordered by the commission, as specified. The bill would require the third-party auditor to report to the commission on an annual basis, as provided. Within 90 days of receiving the auditor's report, the bill would require the commission to issue a resolution directing an electrical corporation to take remedial actions necessary to address any deficiencies identified by the auditor, as specified. This bill contains other related provisions and other existing laws.				
AB 2508 (Hoover) Public Utilities Public Purpose Programs Fund	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Under existing law, the commission administers, or otherwise oversees, various public purpose programs, including energy efficiency and conservation programs, cost-effective energy efficiency programs, rate assistance programs	Dead – Held in Assembly Appropriations	Oppose		Also opposed by MCE and San Diego Clean Power

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	for eligible food banks, and home insulation financial assistance programs. Under existing law, those programs are generally funded through a charge on electrical service, which is collected through customer rates. This bill would establish the Public Utilities Public Purpose Programs Fund. The bill would require the commission, no later than January 1 of each year, commencing January 1, 2027, to determine and publish the amount necessary to fund certain public purpose programs and programs administered by electrical regional energy networks for the following fiscal year, as provided. The bill would require the Controller to transfer, on July 1 of each fiscal year, from the Greenhouse Gas Reduction Fund to the Public Utilities Public Purpose Programs Fund moneys appropriated by the Legislature for that purpose. The bill would require all moneys in the Public Utilities Public Purpose Programs Fund to be allocated by the commission, upon appropriation by the Legislature, to fund the public purpose programs and programs administered by electrical regional energy networks, as provided. The bill would repeal various charges on electrical service that fund public purpose programs and, instead, provide				

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	mechanisms for funding those public purpose programs through the Public Utilities Public Purpose Programs Fund, as specified. This bill contains other related provisions and other existing laws.				
AB 2748 (Quirk-Silva) Affordable Housing Exemption from EV Charging Readiness Requirement	Existing law, the State Housing Law, establishes statewide construction and occupancy standards for buildings used for human habitation. Existing law requires the building department of every city or county to enforce within its jurisdiction all the provisions published in the California Building Standards Code and the provisions of the State Housing Law, as provided. Existing law makes any violation of the State Housing Law a misdemeanor punishable by a fine not exceeding \$1,000, by imprisonment not exceeding 6 months, or by both. This bill would exempt a new or existing affordable housing development, as defined, for which a permit application is submitted between January 1, 2025, and December 31, 2032, from the requirements for installation of low power Level 2 or higher electric vehicle charging receptacles in the 2025 California Green Building Standards Code, as provided. The bill would, instead, require those affordable housing developments	Awaiting Assembly Floor Vote Passed Assembly Appropriations	Concern		We submitted a letter of concern as we felt an “Oppose Unless Amended” position was premature given the conversations we’d been having with the sponsors. The Appropriations Committee amended the bill to reduce the Sunset to five years.

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	for which a permit application is submitted between January 1, 2025, and December 31, 2035, to comply with the applicable requirements for installation of low power Level 2 or higher electric vehicle charging receptacles in the 2022 edition of the California Building Standards Code. The bill would repeal these provisions on January 1, 2032. By adding to the duties of local officials, and by expanding the scope of a crime, this bill would impose a state-mandated local program.				
SB 222 (Wiener) Residential Heat Pump Systems: Water Heaters and HVAC: Permit Streamlining	The bill would require a city, county, or city and county, beginning July 1, 2027, to adopt and offer asynchronous inspections for installations of residential heat pump water heater or heat pump HVAC systems, as defined, that do not require a licensed contractor and building inspector to be simultaneously present during the inspection. The bill would authorize a building inspector to contact the licensed contractor who performed the installation by telephone call or real-time video conferencing during their inspection, and, if the building inspector determines during an asynchronous inspection that there is an issue with an installation of the heat pump water heater or heat pump HVAC system and that the licensed	Referred to Assembly Utilities & Energy Committee			This bill is co-sponsored by SPUR, Bay Area Air District, and Building Decarb Coalition

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	contractor who performed the installation must be present to perform tests or cure the installation, to require the licensed contractor who performed the installation to schedule an additional inspection in which the building inspector and the licensed contractor who performed the installation are required to be simultaneously present during the additional inspection.				
SB 868 (Wiener) Portable Solar Generation Devices	Current law vests the Public Utilities Commission with regulatory authority over public utilities, including IOUs, while local publicly owned electric utilities are under the direction of their governing boards. This bill would exempt a portable solar generation device, as defined, from all interconnection requirements imposed by state law, the commission, electrical corporation rules, or local publicly owned electric utility rules, as specified.	Awaiting Senate Floor Vote Passed Senate Appropriations			This bill is being amended to subject the implementation of the bill to align with the California Electrical Code.
SB 886 (Padilla) Data Center Rates	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill, the California Technology Innovation and Ratepayer Protection Act, would require the commission, on or before July 1, 2027, to establish or modify an IOU tariff for the interconnection of the	Awaiting Senate Floor Vote Passed Senate Appropriations			This bill is being amended to specify the bill only addresses data centers. The bill is additionally being amended so that data center

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	participating customer facilities and the transmission, distribution, and generation services to participating customers, as specified. The bill would require the commission, as part of establishing or modifying the electrical corporation tariff, to, at a minimum, establish eligibility criteria for large load customers, as defined, and facilities, evaluate the risks and benefits of this tariff to nonparticipating ratepayers, and ensure that the tariff prevents the creation of stranded costs for, or cost shifts, to nonparticipating ratepayers.				tariffs created, pursuant to the bill, only include distribution and transmission costs and not generation costs associated with serving a data center.
SB 905 (Becker) Affordability	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law authorizes the commission to fix the rates and charges for public utilities and requires that those rates and charges be just and reasonable. This bill would require the commission, for each electrical corporation, to assign a reduced return on equity, as a reduction applied each year to the then current authorized rate of return on equity, for specified types of capital costs included in the electrical corporation's rate base, as specified. This bill	Awaiting Senate Floor Vote Passed Senate Appropriations			

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	contains other related provisions and other existing laws.				
SB 913 (Becker) RA: Aggregated Distributed Capacity Resources	Existing law vests the Public Utilities Commission (PUC) with regulatory authority over public utilities, including electrical corporations. Existing law requires the PUC, in consultation with the Independent System Operator, to establish resource adequacy requirements for all electrical corporations, electric service providers, and community choice aggregators. Existing law requires that the resource adequacy program achieve specified objectives, including that it establish new or maintain existing demand response products and tariffs, as specified. This bill would require the PUC, in coordination with the State Energy Resources Conservation and Development Commission and the Independent System Operator, on or before June 30, 2027, to enhance existing market-integrated pathways for aggregated distributed capacity resources, as defined, to qualify as resource adequacy capacity, as specified. The bill would require the PUC to allow electrical corporations, electric service providers, and community choice aggregators to include aggregated distributed capacity resources in resource adequacy filings	Awaiting Senate Floor Vote Passed Senate Appropriations			

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	and PUC-ordered procurement, as specified. The bill would require the PUC, on or before June 30, 2027, to develop recommendations for changes to the Independent System Operator's proxy demand resource and the distributed energy resource aggregation participation models to be consistent with the PUC's requirements for aggregated distributed capacity resources pursuant to these provisions, and to request that the Independent System Operator implement these changes in a new or existing initiative. This bill contains other related provisions and other existing laws.				
SB 943 (Becker) Industrial Customers Transmission Charges	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would authorize the commission to direct an electrical corporation with more than 100,000 service connections in California, when billing an industrial customer for separately metered new load to provide industrial process heat, to apply an adjustment factor to the per kilowatthour rate so as to limit the nonbypassable charge ratio, as specified, in furtherance of facilitating electrification of industrial energy use.	Awaiting Senate Floor Vote Passed Senate Appropriations			

**Status of 2026 Legislative Session Bills
As of May 18, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 978 (Pérez) Data Centers Rates	Would require the Public Utilities Commission (PUC) to establish a special rate structure for large-scale energy users, who would be defined as customers of electrical corporations operating facilities with operational requirements of at least 75 megawatts of electricity, to protect other customers of electrical corporations, prevent cost shifts to those other customers, and require large-scale energy users to pay for the electrical corporations' upfront costs of transmission or distribution infrastructure upgrades necessary for the provision of electrical service to those users. The bill would require the construction of those facilities to comply with certain labor requirements.	Dead – Held in Senate Appropriations Committee			This bill is being amended so that data center tariffs created, pursuant to the bill, only include distribution and transmission costs and not generation costs associated with serving a data center.
SB 1048 (Becker) State Seal of Climate Literacy	Would establish the State Seal of Climate Literacy to recognize high school graduates who have demonstrated mastery in climate literacy disciplines and have attained green skills or technical green skills, as defined. The bill would require the Superintendent of Public Instruction to, among other things, prepare and deliver to participating local educational agencies an appropriate insignia to be affixed to the diploma or transcript of the pupil indicating that the pupil has been awarded a State Seal of Climate	Awaiting Senate Floor Vote			

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	Literacy by the Superintendent. The bill would make a local educational agency's participation in awarding the State Seal of Climate Literacy voluntary. For a local educational agency that chooses to participate, the bill would require the local educational agency to (1) award a State Seal of Climate Literacy to a pupil that successfully completes at least 2 courses in the area of climate literacy and a climate literacy final experiential learning project that focuses on the effects of climate change in the pupil's local community, as provided, (2) maintain appropriate records in order to identify pupils who have earned a State Seal of Climate Literacy, and (3) on or before July 1, 2027, and on or before July 1 of each year thereafter, provide specified data to the State Department of Education. The bill would require the department, on or before October 1, 2027, and on or before October 1 of each year thereafter, to submit a report to the Legislature with the data collected by participating local educational agencies.				
SB 1138 (Padilla) Resource Adequacy Transactability	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires the commission, in	Awaiting Senate Floor Vote	Support	Sponsor	This is CalCCA's second sponsored bill of the session.

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	consultation with the Independent System Operator, to establish resource adequacy requirements for all load-serving entities, as provided. Existing law requires each load serving to be subject to the same requirements for resource adequacy, the renewables portfolio standard program, and the integrated resource planning process that apply to electrical corporations, as provided. This bill would require the commission to permit a load-serving entity to demonstrate compliance with resource adequacy requirements by selling to, or otherwise making transactions with, another load-serving entity to meet not more than 25% of its compliance obligation, on a short-term basis, and to permit those transactions to be denominated in the same unit of time used to denominate resource adequacy compliance requirements.	Passed Senate Appropriations			The PUC's fiscal analysis on the bill was quite high, but the bill still was able to make it through Appropriations
SB 1168 (McNerney) Data Centers Rate Structures	Existing law vests the Public Utilities Commission with regulatory authority over public utilities. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the commission to assess opportunities for rate structures to ensure data	Awaiting Senate Floor Vote Passed Senate Appropriations			This bill was significantly amended to be more of a study bill than policy on fossil gas use by data centers

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	centers pay a reasonable share of their costs associated with transmission and distribution needs, identify mechanisms to ensure that data centers pay for their proportionate share of load increases and procurements needed to reliably serve their loads using nonemitting resources, and structure rates to alleviate cost pressures on residential ratepayers.				
SB 1215 (Cortese) IOU EV Charging at Multifamily Properties	Existing law requires each IOU, not later than February 28, 2021, to file an advice letter for, and requires the PUC, not later than June 30, 2021, to approve, a new tariff or rule that authorizes each IOU to design and deploy all electrical distribution infrastructure on the utility side of the customer's meter for all customers installing separately metered infrastructure to support charging stations, other than those in single-family residences. This bill would require the PUC, on or before March 1, 2027, to direct IOUs to install Level 2 and Level 3 electric vehicle charging stations and associated equipment and facilities at multifamily housing to, by December 31, 2037 at least triple the amount of electric vehicle charging stations in existence, as of January 1, 2027, at multifamily housing in its service territory.	Dead – Held in Senate Appropriations Committee			

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 1282 (Becker) Grid-Integrated Vehicle Technologies Standards	Existing law authorizes the State Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the State Air Resources Board and the Public Utilities Commission (PUC), to require any weight class of battery electric vehicle to be bidirectional capable, as defined, if it determines there is a sufficiently compelling beneficial bidirectional-capable use case to the battery electric vehicle operator and electrical grid, as specified. Existing law defines various terms related to bidirectional-capable use. This bill would direct the CEC to adopt and implement standards for the grid-integrated vehicle technology and associated grid-integrated charging technology of new vehicles. The bill further directs the CEC, by December 31, 2027, to conduct and publish an assessment on the potential for grid-integrated vehicle technology and grid-integrated charging technology adoption to provide electrical grid service contributions to address the needs of electrical grid energy supply, reliability, and affordability needs associated with the state's transition to 100 percent renewable and zero-carbon energy sources for retail electricity by 2045.	Dead – Held in Senate Appropriations Committee			

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 1295 (Stern) Electrical Corporations: Distributed Energy Storage Systems and Nonwire Alternatives	Existing law requires the Public Utilities Commission to determine appropriate targets, if any, for each load-serving entity, as defined, to procure viable and cost-effective energy storage systems to be achieved by December 31, 2020. Existing law requires the commission to direct the state's 3 largest electrical corporations to file applications for programs and investments to accelerate widespread deployment of distributed energy storage systems. This bill would require an electrical corporation, for any proposed distribution or transmission infrastructure investment above a threshold established by the commission, to evaluate whether distributed energy storage systems or other nonwire alternatives can meet the identified reliability or capacity need, as provided. The bill would require an electrical corporation, if it determines that a nonwire alternative may be feasible, to conduct a competitive solicitation or other transparent process to evaluate third-party solutions. The bill would prohibit the commission from approving rate recovery for a proposed infrastructure investment unless the electrical corporation demonstrates either that nonwire alternatives are not feasible within the required	Awaiting Senate Floor Vote Passed Senate Appropriations			The original version of the bill had some troublesome procurement mandate language that was amended out in policy committee

Status of 2026 Legislative Session Bills

As of May 18, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	timeframe or that nonwire alternatives are not cost effective, as provided. The bill would authorize an electrical corporation to procure, own, or enter into a long-term contract for distributed energy storage systems interconnected at the distribution level to meet identified reliability or capacity needs, and would require the commission to authorize an electrical corporation to recover the reasonable costs of, and earn a return on, those distributed energy storage systems, as provided. This bill contains other related provisions and other existing laws.				



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 20, 2026

MEETING DATE: May 28, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nelly Wogberg, Board Clerk

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

ATTACHMENTS:

[2026_04_22_CA Community Power Board Meeting Report.pdf](#)

California Community Power

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

TO: Board of Directors and Alternates **DATE:** 4/24/26
FROM: Alex Morris – General Manager
SUBJECT: **Report on Regular Board of Directors Meeting – April 22, 2026**

The California Community Power (CC Power) Board of Directors held a meeting on April 22, 2026, via Zoom. Details on the Board packet, presentation materials, and public comment letters can be found under the Meetings tab at the CC Power website: [Meetings and Agendas – ca community power](#)

Highlights of the meeting included the following:

- **Closed Session:** Conference with Legal Counsel – Anticipated Litigation
 - No reportable action was taken
- **Consent Agenda:** The Board approved the following items:
 - Minutes of the Regular Board Meeting held on January 28, 2026
 - Receipt of 2024-2025 Audited Financials and Audit Report
 - Receipt of Q4 2025 Financials (unaudited)
- **Regular Agenda Items:**
 - **Consider and Approve Amendment No. 1 to Fish Lake Renewable Power Purchase Agreement (PPA):** The Board approved CC Power to agree to Amendment No. 1 to the Fish Lake geothermal project's PPA. Fish Lake, a 13 MW geothermal project expected online in 2027, faced permitting delays, transmission-route changes, and tariff impacts, leading to Amendment #1. Eight members of CC Power are participants in this project and approved the contractual amendments.
 - **Consideration of Draft Recommended 2026-2027 Budget, including the Draft Recommended 2026-2027 Tumbleweed Project Annual Budget.** The Board reviewed a Draft Recommended budget for CC Power. Members of the Budget Ad Hoc Committee and the General Manager briefed members on components of the draft budget, year-over-year changes, and the member-specific costs associated with the budget. The Board adopted a motion to further address or review several specific components of the Draft Recommended Budget for review and consideration in May.
 - **Annual Member Forum:** The Board was briefed on the date and location for the annual CC Power Member Forum, which will occur at SVCE offices on October 29,

A Joint Powers Agency whose members are:

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

2026. The agenda for the Forum will be finalized to focus on strategic items, likely focusing on matters related to Board-adopted Strategic Priorities ([R.25-12-01](#))

- **General Manager Report:** The Board was briefed on i) upcoming project pursuits for PPAs which are expected to be noticed in May, ii) progress and preparations for the soon-to-be-online Tumbleweed Energy Storage project, iii) progress and status updates for other power contracts, iv) organizational financial performance and end-of-year forecasts, v) next steps for the 2026-2030 CC Power Strategic Plan, and vi) General Manager activity. Tumbleweed is now operational and the contract to serve members will start on June 1, 2026. Tumbleweed is the first 8-hour battery project online in the state. Final preparatory work for the contract is underway. Multiple members plan to attend the June 18th, 2026, ribbon cutting. CC Power forecasts underspending for the fiscal year compared to the budget, driven by power project delays, decisions to not activate select project exploration efforts due to regulatory outcomes and other drivers, conservatism with personnel additions, and underspending on legal and contingency matters. The underspending will increase monies available to members to use to offset costs for the upcoming fiscal year or for projects.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 22, 2026
MEETING DATE: May 28, 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
- Kerstin Grune (cc'd), kgrune@peninsulacleanenergy.com
- Gwen Rose (cc'd), grose@peninsulacleanenergy.com
- Kirsten Andrews-Schwind (cc'd), kandrews-schwind@peninsulacleanenergy.com
- Jayden Hanan (cc'd), jhanan@peninsulacleanenergy.com

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

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

Helpful reminders

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

Social media FAQs

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

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

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

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

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

Does PCE cost more than PG&E?

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

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

Why was I automatically enrolled?

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

Can I opt out of PCE?

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

I opted out of PCE and my bill went down.

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

What clean energy options do I have?

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

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

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

Why did my bill go up after switching to PCE?

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 20, 2026

MEETING DATE: May 28, 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