

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

**Thursday, June 25, 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.

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.

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

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

4. [Approval of the San Carlos School District Schools Building Electrification \(SchoolsBE\) Program Agreement](#)
5. [Approval of a Mutual Termination and Release Agreement and a Replacement Interim Resource Agreement with Marin Clean Energy for the Green Access Program with a Not-to-Exceed Amount of \\$6.2 Million and a Term Through December 31, 2030 \(Action\)](#)
6. [Approval of Minutes from the May 28, 2026 Board of Directors Meeting](#)

REGULAR AGENDA

7. Chair Report (Discussion)

8. [CEO Report \(Discussion\)](#)
9. [Approval of the Fiscal Year 2026-2027 Budget \(Action\)](#)
10. [Approval of Updated July 2026 Peninsula Clean Energy Rates \(Action\)](#)
11. [Approval of the Peninsula Clean Energy Commercial Electrification Program \(Action\)](#)
12. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

13. [Data and Technology Department Quarterly Report](#)
14. [Regulatory Policy Team Quarterly Update](#)
15. [Account Services Quarterly Report](#)
16. [June 2026 Legislative Policy and Political Update](#)
17. [Report on California Community Power \(CCP\) Joint Powers Authority](#)
18. [Social Media FAQ's](#)
19. [Acronym List](#)

ADJOURNMENT

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

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

- Please mute your microphone when you are not speaking to minimize audio feedback
- 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

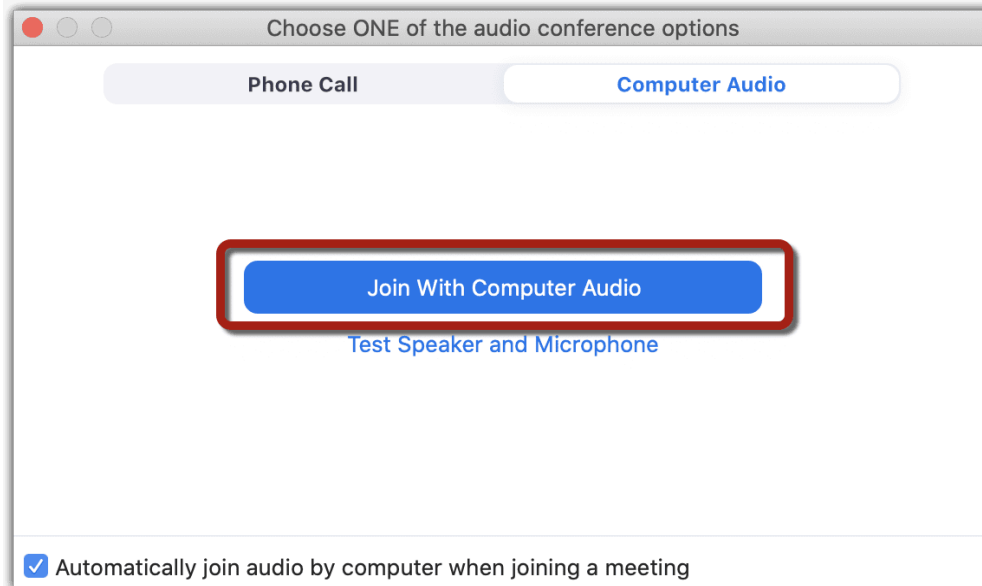
Videoconference Options:

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
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+1 253 205 0468
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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: June 10, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Blake Herrschaft, Senior Programs Engineer, Buildings

SUBJECT: Approval of the San Carlos School District Schools Building Electrification (SchoolsBE) Program Agreement

RECOMMENDATION

Approval of an agreement with the San Carlos School District for an amount not to exceed \$371,979 in incentives for clean energy projects under the Schools Building Electrification (SchoolsBE) Program.

BACKGROUND

Peninsula Clean Energy's mission is to provide affordable, clean electricity and advance local solutions that lower costs, reduce pollution, and strengthen community resilience. As part of that mission, in August 2023, the Board approved a program to assist in funding electrification at local government buildings in Peninsula Clean Energy's service territory, which became known as the "GovBE" program.

Funding includes a \$10 million-dollar revolving loan fund, and incentives budgeted at \$1 million per year. The loan, which carries a low, 1% interest rate, and the incentives are each capped at \$600,000 per project and requires a 25% match of non-PCE funds. Incentive funds are based on annual methane gas savings of the project, and equivalent to \$16 per therm saved per year. The value per therm saved is similar to the dollars per therm provided in our residential heat pump rebate program.

In December 2023, the Board approved a surplus funds reinvestment plan, which included \$5 million specifically for electrification of schools in the community, to be administered under the approved GovBE program design approach.

In summer 2025, PCE opened the "SchoolsBE" solicitation to public K-12 schools and community colleges in PCE service territory, including San Mateo County Office of Education facilities.

Recognizing the unique constraints of school construction schedules, SchoolsBE operates as a rolling solicitation (first-come, first-served) rather than timed application rounds. To ensure

equitable access, each district may receive no more than \$600,000 in cumulative incentives across the life of the program.

DISCUSSION

The San Carlos School District has applied for a \$371,979 SchoolsBE incentive to support removal and replacement of existing HVAC systems across six campuses and associated electrical work. The project will replace gas furnace systems with electric heat pumps that provide space heating and cooling at Arundel Elementary, Brittan Acres Elementary, White Oaks Elementary, Heather Elementary, Tierra Linda Middle School, and Mariposa Upper Elementary.

The proposed incentive is based on an estimated 13,374 therms in annual methane gas savings, resulting in a \$213,984 therm incentive, plus a \$157,995 student equity incentive. These two incentive components add to the total proposed SchoolsBE incentive of \$371,979. The total project cost is \$1,851,849.21, with the District providing required match funding from Measure H Bond funds. No loan funding is requested.

Because the proposed incentive exceeds \$250,000, this agreement is being submitted for Board approval per the PCE policy that contracts exceeding \$250,000 in either incentive and/or loan funding per agency are subject to approval by the Board.

The table below summarizes the proposed award.

District Name	Project Name	Incentive Award	Loan Request
San Carlos School District	Electrification of HVAC systems at six (6) campuses	\$371,979	\$0

FISCAL IMPACT

Funding for this program is included in the Board-approved FY 26 Community Energy Programs budget.

STRATEGIC PLAN

This grant supports the organization's Environmental Impact guiding principle and associated five-year goal: *In order to achieve targeted decarbonization by 2035, PCE will double the reductions of greenhouse gas emissions to 100,000 metric tons annually by accelerating electrification of transportation and buildings and the continued supply of carbon-free power.*

In addition, the grant is supportive of PCE's Economic Development principles and Equity policy.

ATTACHMENTS:

[2026.06.25 BOD - San Carlos SchoolsBE Contract.pdf](#)

RESOLUTION NO. _____

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

APPROVAL OF THE SAN CARLOS SCHOOL DISTRICT SCHOOLS BUILDING ELECTRIFICATION (SCHOOLSBE) PROGRAM AGREEMENT

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

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

WHEREAS, in August 2023, the Peninsula Clean Energy Board of Directors approved a program to assist in funding electrification at local government buildings in Peninsula Clean Energy's service territory; and

WHEREAS, in December 2023, the Peninsula Clean Energy Board of Directors approved a surplus funds reinvestment plan, which included funding specifically for electrification of schools in the community to be administered under the approved government building electrification program design approach; and

WHEREAS, in 2025, Peninsula Clean Energy opened the Schools Building Electrification (SchoolsBE) Program to public K-12 schools and community colleges in Peninsula Clean Energy's service territory, including San Mateo County Office of Education facilities; and

WHEREAS, the San Carlos School District submitted an eligible SchoolsBE project to remove and replace gas furnace systems with electric heat pumps at 6 local schools; and

WHEREAS, the proposed agreement with San Carlos School District provides for an incentive amount not to exceed \$371,979 and requires match funding from non-Peninsula Clean Energy funds; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute the grant agreement for the proposed SchoolsBE project.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to execute the grant agreement with San Carlos School District for an amount not to exceed \$371,979 in incentives for clean energy projects under the SchoolsBE Program in a form approved by the General Counsel.

INCENTIVE AGREEMENT
BETWEEN THE PENINSULA CLEAN ENERGY AND
SAN CARLOS SCHOOL DISTRICT

This Agreement is entered into this 1st day of July, 2026, by and between Peninsula Clean Energy, a joint powers authority of the state of California, hereinafter called "PCEA," and San Carlos School District, hereinafter called "Customer Agency."

* * *

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

WHEREAS, PCEA was formed to support decarbonization, provide local electricity services, and to reduce the adverse public wellbeing and economic impacts of climate change in its member jurisdictions; and

WHEREAS, PCEA has created a program to incentivize its Customer Agencies, those being served by an electric meter and currently receiving electricity as a PCEA customer, to undertake projects that replace fossil fuel equipment with heat pump or electric equipment; and

WHEREAS, PCEA invited Customer Agencies to apply for PCEA-provided funding for such projects in the form of its SchoolsBE Loan Program; and

WHEREAS, PCEA has approved SchoolsBE projects from the Customer Agency applicants that have applied for funding based on urgency, shovel-readiness, total fossil fuel savings, community visibility, and Diversity Equity and Inclusion (DEAI) benefit; and, if required, these Agreements have been approved by the PCEA Board of Directors; and

WHEREAS, PCEA has selected SchoolsBE projects from the Customer Agency applicants that have applied for funding on a first-come, first-serve basis; and, if required, these Agreements have been approved by the PCEA Board of Directors; and

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein, the sufficiency of which is hereby acknowledged, 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—Program Terms & Conditions

Exhibit B—Funding

Exhibit C—Project Description

2. Project Performance by Customer Agency

In consideration of the funding set forth in this Agreement and in Exhibit B, Customer Agency shall perform the Project defined in Exhibit C in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Funding

For each Project PCEA shall make incentive payments to Customer Agency as specified in Exhibit B. The total not to exceed amount for this Agreement shall not exceed Three Hundred Seventy One, Nine Hundred Seventy Nine Dollars (\$371,979) In the event that the PCEA makes any advance payments, Customer Agency agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration. PCEA reserves the right to withhold payment if PCEA determines that the Customer Agency has not complied with the provisions of this Agreement, inclusive of all Exhibits.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from [date], through December 31, 2028.

5. Termination; Availability of Funds

This Agreement may be terminated by Customer Agency or by the Chief Executive Officer of the PCEA or his/her designee at any time in the event that Customer Agency terminates the Project or Customer Agency exceeds the timeline to complete the Project.

PCEA may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits in the event of unavailability of PCEA funds by providing written notice to Customer Agency as soon as is reasonably possible after PCEA learns of said unavailability funding.

6. Relationship of Parties

Customer Agency understands and agrees that it is solely responsible for all aspects of the Project, including, but not limited to, design, consultation, maintenance, and operations. Customer Agency is responsible for securing industry professionals for all aspects of their Project and PCEA shall not provide, select, or hire professional staff for the completion of the Project. In addition, Customer Agency 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 Customer Agency nor its employees acquire any of the rights, privileges, powers, or advantages of PCEA employees.

7. Hold Harmless

a. General Hold Harmless

Customer Agency 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 Customer Agency 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 Customer Agency 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 Customer Agency'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, Customer Agency'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 Customer Agency 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.

8. Payment of Permits/Licenses

Customer Agency bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Customer Agency'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.

9. Insurance

PCEA shall not be responsible for the provision of any insurance policy on behalf of the Customer Agency.

The parties understand and agree that Customer Agency shall not commence work without insurance coverage appropriate to its specific project and as reviewed by Grantee's own legal counsel and/or Risk Manager.

10. Goodwill and Publicity

Either Party may make any press release or public announcement of the specific terms of this Agreement or the Project including, but not limited to, regarding the financing or building systems thereunder (except for filings or other statements or releases as may be required by applicable law) without the prior written consent of the other Party. Both Parties shall make reasonable efforts to coordinate with the other regarding publicity under this paragraph. The Customer Agency shall credit PCEA Energy in any and all publicity, notices, and announcements regarding the Project and/or this Agreement.

11. Right to Inspect

PCEA Energy has a right to inspect the physical location of the Project upon twenty-four (24) hours written notice to the Customer Agency.

12. Compliance With Laws

The Project to be performed by Customer Agency 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 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. The Project 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.

13. Retention of Records; Right to Monitor and Audit

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

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

(c) Customer Agency 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.

14. 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.

15. 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.

16. 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: Shalini Swaroop, Chief Operating Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: sswaroop@peninsulacleanenergy.org

In the case of Customer Agency, to:

Name/Title: Jennifer Gaboury, Chief Operations Officer
Address: 1200 Industrial Road, Unit 9
Telephone: 650-590-5946
Email: jgaboury@scsdk8.org

17. Electronic Signature

PCEA and Customer Agency 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.

18. No Recourse Against PCEA's Member Agencies

Customer Agency 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. Customer Agency waives any recourse against PCEA's member agencies.

* * *

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

PENINSULA CLEAN ENERGY

SAN CARLOS SCHOOL DISTRICT

Shawn Marshall, Chief Executive Officer

Date: _____

Title: _____

Date: _____

Exhibit A

Terms and Conditions

1. Definitions

- **Customer Agency** –For the SchoolsBE Program, a Local School Agency Customer (Agency) is defined as a public school or public school district serving students between the grades K-14, including:
 - Public elementary, middle, and high schools
 - Community colleges
 - Public charter schools
 - San Mateo County Office of Education
- **Project** – a planned electrification retrofit construction project at an Agency's building, facility, or group of buildings and/or facilities.
- **Project Site** – The physical address or addresses, and/or facilities where the Project will occur.
- **Therm** – a unit of measure for the sale of methane gas is equivalent to 100,000 British Thermal Units.
- **Fossil Fuel** – a greenhouse gas emitting fuel, including methane gas, propane, fuel oil, diesel, or gasoline
- **GHG** – greenhouse gasses

2. Customer and Project Eligibility

Eligible Projects must meet the following criteria:

1. Projects must be located at facilities currently served by PCEA, and the proposed equipment must be served by electric meters which are served by PCEA.
2. Projects must be located at an existing public school, public school district, or the County Office of Education.
3. Project construction may not have commenced prior to the date of application of the project,
4. The Project must replace fossil fuel equipment on-site used for space heating, water heating, cooking, clothes drying, pool heating, lab processes, or other use types with heat pump or electric equipment. Replacement of backup gas generators or cogeneration systems is an ineligible measure.
5. The Project must be past the concept phase and can feasibly begin construction in the 18-month period following submission of the application.

3. Customer Eligibility

Customer Agency must meet the following criteria:

1. Is a current PCEA Energy customer
2. The customer must be a county or local government Agency (see Definitions)
3. The Customer currently receives service from PCEA Energy at the location of the retrofit project and meters to serve the equipment to be installed.
4. The Customer must be in good credit standing from when the Customer's program application is approved through the funding of the loan. A Customer's credit standing will be determined according to a Payment History Screening, which may be based upon the existence of any 24-hour disconnection notices and payment plans in the last 12 months.

4. Eligible Costs

Eligible electrification project costs that may be covered under the incentive or loan may include projects costs may include:

- Electrification equipment costs
- Implementation costs, such as material costs, labor, lift rentals, etc.
- Engineering and Design
- Costs associated with building code compliance which must be addressed in direct relation to electrification measures
- Initial and ongoing Measurement & Verification (M&V) expenses, only if paid upfront
- under the loan disbursement
- Training, if paid upfront under the loan disbursement
- Quality Assurance (QA) Provider costs

The following charges are not eligible for project funding

- In-house labor or project management costs for electrification measure installation
- Equipment installed prior to project application
- Efficiency projects that save electricity usage but do not result in fuel switching or reduce methane gas usage
- User behavioral activities: behavioral measures, e.g., customer staffing or occupant behavior programs
- Add-ons to existing renovation projects

Exhibit B

In consideration of the project by Customer Agency described in Exhibit C and subject to the terms of the Agreement and Exhibit A, PCEA shall pay Customer Agency based on the following fee schedule and terms:

SchoolsBE incentive amount and therm savings

SchoolsBE program incentives

- Maximum incentive based on projected methane savings at a rate of \$16 per therm saved per year
- Additional equity incentive based on unduplicated student count reported through CALPADS enrolled in the school during the 2024-25 school year at a rate of \$500 per unduplicated student per year. This category documents students eligible for free/reduced price meals, English learners, and/or foster youth.
- The maximum amount of incentive support available for each jurisdiction is \$600,000 per year
- Must meet minimum 25% match requirements

Project fossil fuel savings and associated incentive

- Estimated Therm Savings: 13,374
- Estimated Therm Incentive: \$213,984
- Student Equity Unduplicated Student Count: 316
- Estimated Equity Incentive: \$157,995
- Total SchoolsBE incentive value: \$371,979

Project cost and match funding

- Total project cost: \$1,851,849.21
- Match funding amount from non-PCEA dollars: \$1,851,849.21
- Source of match funding: Measure H Bond

Payment schedule and invoicing

- Payments will be made upon completed project installation
- Invoicing will be initiated by Customer Agency via email to PCEA to email address as determined by PCEA. Invoice will include verification of completed installation as signified by ribbon-cutting, certificate of occupancy, final invoice from contractor, or other verification as determined by PCEA.

Documentation of Therms savings calculation

School	Therm Incentive		Equity Adder		Total Incentive
	Annual therm savings from heating	Incentive	CALPADS Count	Incentive	
Tierra Linda	4,310	\$68,960	55	\$27,500	\$96,460
Mariposa	-	-	40	\$20,000	\$20,000
Arundel	2,630	\$42,080	69	\$34,500	\$76,580
Heather	2,687	\$42,992	55	\$27,500	\$70,492
White Oaks	814	\$13,019	29	\$14,500	\$27,519
Brittan Acres	2,933	\$46,928	68	\$34,000	\$80,928
Total	13,374	\$213,979	316	\$158,000	\$371,979

Exhibit C

Removal and replacement of existing HVAC systems across six campuses and associated electrical work. Replace gas furnace systems with electric heat pumps that heat and cool the space following Title 24 guidelines.

- Arundel School: 200 Arundel Road
- Brittan Acres: 2000 Belle Ave
- White Oaks: 1901 White Oak Way
- Heather: 2757 Melendy Drive
- Tierra Linda: 750 Dartmouth Ave
- Mariposa: 750 Dartmouth Ave

Between the dates of June 13-August 13, 2025: 60 brand new climate ready HVAC units have been installed that utilize the efficient technology of electric heat pumps to advance our efforts to achieve the goal of Climate Ready Schools and reducing carbon emissions.

Between the dates of June 15-August 12, 2026: 65 brand new climate ready HVAC units will be installed that utilize the efficient technology of electric heat pumps to advance our efforts to achieve the goal of Climate Ready Schools and reducing carbon emissions. 24 units will be installed at White Oaks, 24 units at Brittan Acres, and 20 at Heather.

Electric heat pumps are planned for each school to remove gas furnace and provide high-efficiency air conditioning.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 12, 2026

MEETING DATE: June 25, 2026

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Steve Campbell, Senior Analyst

SUBJECT: Approval of a Mutual Termination and Release Agreement and a Replacement Interim Resource Agreement with Marin Clean Energy for the Green Access Program with a Not-to-Exceed Amount of \$6.2 Million and a Term Through December 31, 2030 (Action)

RECOMMENDATION

Delegate authority to the Chief Executive Officer (CEO) to execute a Mutual Termination and Release Agreement terminating the existing “WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1) Agreement” (Existing Interim Resource Contract) with Marin Clean Energy (MCE) for an interim resource for the PCE Green Access Program and a “Replacement WSPP Confirmation Bundled Renewable Energy PCC1 Agreement” with a contract not-to-exceed (NTE) amount of \$6.2 million and a term through December 31, 2030.

BACKGROUND

In June 2018, the California Public Utilities Commission (CPUC) issued Decision ([D.18-06-027](#)), creating the DAC Green Tariff (DAC-GT) program and the now defunct Community Solar Green Tariff program (CS-GT).

The DAC-GT program is intended to enable income-qualified, residential customers in Disadvantaged Communities (DACs) to access 100% renewable energy through a community solar project and receive a 20% discount on their electric bill. Importantly, the CPUC authorized community choice aggregators (CCAs) to offer their own DAC-GT programs to their customers and to request full cost recovery from the CPUC. Subsequently, Peninsula Clean Energy (PCE) launched its DAC-GT program in February 2022 under the customer-facing name “Green Access Program.”

The CPUC established a statewide capacity cap for the DAC-GT program in D.18-06-027 and allocated capacity to each participating program administrator (i.e., investor-owned utilities (IOUs) and CCAs) based on the number of eligible income-qualified customers in their respective service areas.

Program administrators must develop new and dedicated “steel-in-the-ground” solar projects under the program that are located in – or within 5 miles of – a DAC in the respective IOU’s service area. Because it takes time to develop new resources, the Commission allows program administrators to serve eligible customers with "Interim Resources" until a new facility can come online.

At program launch, PCE received an allocation of 1.236 MW for the DAC-GT program and the capacity allocation was increased to 3.736 MW when the City of Los Banos joined PCE’s service area in April 2022. PCE ran the first request for proposal (RFP) for the DAC-GT program in November 2021 and procured the 3 MW Dos Palos project in Los Banos, which began delivering electricity in March of 2025. While PCE was developing the new dedicated solar resource for DAC-GT, PCE entered into a contract to procure an Interim Resource from Marin Clean Energy (MCE) on November 29, 2021 with a capacity of up to 3.74 MW and a term of five years (the “Interim Resource Contract”).

In 2024, the Commission issued D.24-05-065, which transferred unused CS-GT capacity to PCE's DAC-GT program, increasing PCE's total DAC-GT capacity to 6.008MW. PCE is satisfying the 6 MW capacity through the 3.0MW Interim Resource contract with MCE and the new dedicated 3MW Dos Palos facility. In November 2025, PCE issued a new RFO to replace the Interim Resource capacity with new dedicated solar capacity expected to come online in a few years.

On February 26, 2026, the PCE Board approved the First Amendment to the Interim Resource Contract (“First Amendment”) which increased the NTE amount to \$11.5 million, trimmed the 3.74MW capacity to 3.0MW, and extended the contract term to December 31, 2030.

After the Board of Directors approved the First Amendment, the MCE Board of Directors instituted policy and governance changes impacting how MCE approves multi-year contracts as further discussed below.

DISCUSSION

MCE implemented policy and governance changes relating to its procurement contracts in the spring of 2026 that prevented MCE from extending the Existing Interim Resource Contract beyond the contract’s initial 5-year term.

Therefore, MCE staff requested termination of the Existing Interim Resource Contract and creation of a new Replacement Interim Resource Contract. The changes are non-substantive. The Replacement Interim Resource Contract has the same contract terms and conditions as the Existing Interim Resource Contract approved by the Board in February 2026. See attached documents.

The NTE of the Replacement Interim Resource Contract is adjusted to \$6.2 million to reflect the reduced amount of years covered by the Replacement Interim Resource Contract (5 years) versus an the Existing Interim Resource Contract which was amended to cover 2021 - 2030. The term end date of the this contract runs through December 31, 2030, the same end date as was contemplated in the First Amendment.

MCE has already executed the Replacement Interim Resource Contract in May 2026.

FISCAL IMPACT

The Green Access Program is funded through public purpose program (PPP) funds that are recovered through the IOU's distribution rates. D.18-06-027 authorized CCAs to access PPP funds for their own DAC-GT programs, thereby granting CCAs full cost recovery for all program costs from the CPUC.

For electricity generation costs, only the costs that are "above market" are recoverable via PPP funds. This means that PCE compares the generation costs of the program's solar resources to the average generation costs to serve its residential customers on the EcoPlus rate. Only the delta between the two can be recovered from PPP funds.

PCE receives payment for forecasted costs ahead of time from PG&E on a quarterly basis. Actual costs are trued up in the following year and incorporated into future quarterly payments.

STRATEGIC PLAN

The Green Access Program supports the 2026 - 2030 Strategic Plan by advancing community solar and storage projects to improve resilience, affordability, and equity for income-qualified households.

Guiding Principle: Innovation

Strategic Policy: Distributed Energy Resource

ATTACHMENTS:

[MCE_PCE_Replacement WSPP Confirmation_DAC-GT_2026-2030_final_MCE](#)

[Signed_PUBLIC \(1\).pdf](#)

[MCE_PCE_Mutual Termination Agreement & Release Agreement_final_MCE Signed \(2\).pdf](#)

RESOLUTION NO. _____

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

APPROVAL OF A MUTUAL TERMINATION AND RELEASE AGREEMENT AND A REPLACEMENT INTERIM RESOURCE AGREEMENT WITH MARIN CLEAN ENERGY FOR THE GREEN ACCESS PROGRAM WITH A NOT-TO-EXCEED AMOUNT OF \$6.2 MILLION AND A TERM THROUGH DECEMBER 31, 2030 (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, PCE was formed on February 29, 2016; and

WHEREAS, PCE is purchasing energy, renewable energy, carbon-free energy, resource adequacy and related energy market products and services to supply its customers; and

WHEREAS, as a Program Administrator of the California Public Utilities Commission’s Disadvantaged Communities Green Tariff (DAC-GT) program, PCE is required to procure eligible renewable resources to serve program customers; and

WHEREAS, PCE can serve customers with “interim resources” while it is procuring and developing dedicated, steel-in-the-ground resources for the program; and

WHEREAS, PCE executed an initial Interim Resource Contract with MCE in November 2021 in the form of a Western Systems Power Pool (WSPP) Confirmation Bundled Renewable Energy Portfolio Content Category One (“PCC1”) Agreement, reference to which should be made for further particulars; and

WHEREAS, the Board approved the First Amendment to the Interim Resource Contract to incorporate recent programmatic and regulatory changes on February 26th, 2026; and

WHEREAS, staff is presenting to the Board a New Replacement Interim Resource Contract to accommodate updated policy and governance changes implemented at MCE; and

WHEREAS, the new Interim Resource Contract updates are non-substantive changes except for a modification of the contract not-to-exceed (NTE) amount due to the shortened contract length.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to:

Execute a Mutual Termination and Release Agreement terminating the existing WSPP

Confirmation Bundled Renewable Energy Portfolio Content Category One (“PCC1”) Agreement with Marin Clean Energy for an interim resource for the PCE Green Access Program and to execute a Replacement WSPP Confirmation Bundled Renewable Energy PCC1 Agreement with a contract NTE of \$6.2 Million and a contract term through December 31, 2030.

**REPLACEMENT WSPP CONFIRMATION
BUNDLED RENEWABLE ENERGY
PORTFOLIO CONTENT CATEGORY ONE (PCC1)**

This confirmation (“Confirmation”) confirms the transaction between Peninsula Clean Energy Authority, a California joint powers authority (“Purchaser” or “PCEA”) and Marin Clean Energy, a California joint powers authority (“Seller” or “MCE”), each individually a “Party” and together the “Parties,” effective as of the last dated signature on the signature page hereto (“Effective Date”) regarding the purchase and sale of the Product pursuant to the terms and conditions contained herein (the “Transaction”). The Parties are executing this Confirmation simultaneously with the Mutual Termination and Release Agreement with respect to the WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1), dated as of November 29, 2021, which contract is hereby replaced by this Confirmation. This Confirmation shall be in full force and effect as of the Effective Date. This Transaction is governed by the WSPP Agreement, the current version of which is effective October 31, 2025 (“Master Agreement”), WSPP Service Schedule R, and this Confirmation, but none of the other exhibits, service schedules or other attachments thereto, which shall be collectively referred to herein as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction and supersede and replace any prior oral or written confirmation regarding the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement, WSPP Service Schedule R or the CAISO Tariff. Any conflicts between the Master Agreement and the Confirmation shall be resolved in the following order of control: first, the Confirmation; and second, the Master Agreement.

The Parties agree as follows:

Seller:	MCE	Purchaser:	PCEA
Product:	“<u>Product</u>” means Portfolio Content Category 1. “<u>Portfolio Content Category 1</u>” or “<u>PCC1</u>” means Energy, along with the associated Green Attributes and Renewable Energy Credits (“<u>RECs</u>”) produced by a Generating Facility without substituting energy from another generating source (as defined by the CPUC in D.11-12-052), delivered on an hourly or sub-hourly basis to the Delivery Point during the Delivery Term. The Product meets the RPS compliance requirements of California Public Utilities Code Section 399.16(b)(1) and CPUC Decision 11-12-052, as applicable to the Energy and RECs transferred hereunder. To the extent not inconsistent with the foregoing, the Product is a Firm Bundled REC as such is described under Section R-2.3.2 of WSPP Service Schedule R.		
Contract Price:	“<u>Contract Price</u>” shall be calculated as follows: Contract Price = PPA Price - CAISO Credit Where: “<u>PPA Price</u>” is equal to the applicable amount set forth below: January 1, 2026 - December 31, 2026 – [REDACTED] January 1, 2027 – December 31, 2027 – [REDACTED] January 1, 2028 – December 31, 2028 – [REDACTED] January 1, 2029 – December 31, 2029 – [REDACTED] January 1, 2030 – December 31, 2030 – [REDACTED]		

	and “CAISO Credit” means the Generation Facility’s generation-weighted average monthly Day-Ahead Market LMP at the Delivery Point for each respective Generation Facility for all hours in which a Facility generated energy, as published by the CAISO for the month in which the Energy associated with the Product was generated.
Contract Capacity (MW):	The “ <u>Contract Capacity</u> ” shall be equal to 3.0 MW
Contract Quantity (MWh):	The “<u>Contract Quantity</u>” in MWh per calendar year, is calculated by the Contract Capacity multiplied by thirty-one and eight-tenths percent (31.8%) multiplied by eight thousand seven hundred and sixty (8,760). If this Confirmation is terminated prior to the end of a calendar year, then the Contract Quantity for such calendar year shall be adjusted to equal the product of (i) the Contract Quantity that would otherwise apply for the full calendar year, multiplied by (ii) a fraction, the numerator of which is the number of full calendar months during such calendar year prior to the Early Termination Date during which this Confirmation remained in effect, and the denominator of which is twelve (12).
Provision for Expansion of Contract Quantity:	If during the Delivery Term, PCEA receives CPUC approval for additional DAC-GT capacity, PCEA shall have the option to request an increase in the Contract Capacity and Contract Quantity from a Generating Facility, which request shall be made in writing to MCE and specify the requested increase in the Contract Capacity and Contract Quantity and the proposed start date for such additional amounts. Subject to MCE’s written consent, which shall not be unreasonably withheld, and subject to any applicable approval or review required by MCE’s Board of Directors, if additional volumes are available from a Generating Facility, MCE agrees to provide such volumes pursuant to the terms and conditions of this Agreement and the definition of Contract Quantity under this Confirmation shall be automatically amended in accordance with MCE’s written acknowledgement of PCEA’s request.
Delivery Term:	The Parties’ respective obligations to schedule, deliver, and receive the Product shall apply during the Delivery Term. The Delivery Term shall begin as of the Effective Date, and shall extend through December 31, 2030, provided that Purchaser may, with one hundred and eighty (180) days’ advance written notice, designate the last day of any calendar month of the Delivery Term as an early termination date (“<u>Early Termination Date</u>”) that terminates this Confirmation and ends the Delivery Term as of the Early Termination Date; <i>provided that</i> the Parties’ obligations with respect to the delivery of the component of the Product comprising WREGIS Certificates shall continue, if such WREGIS Certificates have not been fully delivered during the Delivery Term, for such period after the Delivery Term as required by Seller to fully deliver the WREGIS Certificates in accordance the Parties’ respective obligations to schedule, deliver and receive the Product pursuant to this Confirmation. This Confirmation shall terminate on the date on which both Parties have completed the performance of such obligations hereunder, unless earlier terminated pursuant to the terms of this Agreement or the Master Agreement.

Delivery Obligation:	The Delivery Obligation is Firm. During the applicable Delivery Term, Seller shall sell and deliver, or cause to be sold and delivered to Purchaser, the Contract Quantity of the Product.
Delivery Point:	PNODE for Resource ID CORCAN_1_SOLAR2: CORCCITY_7_N002 PNODE for Resource ID GOOSLK_1_SOLAR1: GOSLKPV_7_N001
Generating Facilities:	The Product is produced by the generating facilities listed in <u>Exhibit A</u>, each of which: (i) is certified as an Eligible Renewable Energy Resource (“<u>ERR</u>”) for the California RPS and registered with WREGIS, (ii) is capable of producing the Product; (iii) Seller is entitled, pursuant to its agreements, to the output of the Energy and associated Green Attributes and RECs, and such output is used to source the Product delivered hereunder during the Delivery Term; and (iv) located in a disadvantaged community (“<u>DAC</u>”) as identified by California Environmental Protection Agency’s CalEnviroScreen 4.0 (or the latest version) tool (each, a “<u>Generating Facility</u>” and collectively, the “<u>Generating Facilities</u>”). In addition, each Generating Facility either: (i) has a first point of interconnection with a California balancing authority; or (ii) has its first point of interconnection with distribution facilities used to serve end users within a California balancing authority area; or (iii) the generation from the Generating Facility is scheduled into a California balancing authority without substituting electricity from any other source, provided that, if another source provides real-time ancillary services required to maintain an hourly or sub-hourly import schedule into the California balancing authority only the fraction of the schedule actually generated by the Generating Facility from which the electricity is procured may count toward this Product; or (iv) the generation from the Generating Facility is scheduled into a California balancing authority pursuant to a dynamic transfer agreement between the balancing authority where the Generating Facility is located and the California balancing authority into which the generation is scheduled; and (v) the Generating Facility has secured firm transmission necessary to deliver its output to a California Balancing Authority without substituting electricity from another source.
Scheduling:	Seller or Seller’s designee shall schedule and deliver the Energy portion of the Product, on behalf of Purchaser, to the Delivery Point, in accordance with the requirements and the prevailing protocols of the WECC and CAISO Tariff, as applicable, as well as in accordance with the RPS Program and PCC 1 requirements and any other Applicable Law. The Energy associated with the Product will be directly delivered from the Generating Facilities on an hourly or sub-hourly basis to the Delivery Point without substituting electricity from another source (“ <u>Facility Energy</u> ”). Purchaser shall have no responsibility under this Agreement for any costs and expenses associated with the scheduling and delivery of the Facility Energy.

Delivery of WREGIS Certificates:	Throughout the Delivery Term, following generation of the Energy by the Generating Facility(ies), Seller shall, at its sole expense, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with the Contract Quantity are issued and tracked for purposes of satisfying the requirements of the California RPS. Seller shall comply with all Applicable Law, including, without limitation, the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Purchaser, and Purchaser shall receive and have sole title to all such WREGIS Certificates. Purchaser and Seller agree that the obligation to deliver RECs hereunder shall be evidenced by Seller's delivery of WREGIS Certificates in WREGIS. Seller shall initiate a transfer of WREGIS Certificates from its WREGIS account to Purchaser's WREGIS account no later than April 15 following the end of each Reporting Year. Upon either Party's receipt of notice from WREGIS that a transfer of WREGIS Certificates was not recognized, that Party will immediately notify the other Party, providing a copy of such notice, and both Parties will cooperate in taking such actions as are necessary and commercially reasonable to cause such transfer to be recognized and completed. Each Party agrees to provide copies of its applicable reports to the extent reasonably necessary for WREGIS to verify the accuracy of any fact, statement, charge or computation made pursuant hereto if requested by the other Party. A delay caused by any such notice from WREGIS or any other act or failure to act by WREGIS shall not constitute a failure of Seller to complete deliveries of Product (and associated transfers of WREGIS Certificates), unless such delay or other act or failure by WREGIS was caused by any act or failure to act of Seller. Purchaser's WREGIS Account: Peninsula Clean Energy WREGIS Organization ID A1289
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CPUC Non-Modifiable Standard Terms and Conditions:	<u>Eligibility:</u> Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009] <u>Tracking of RECs in WREGIS:</u> Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-Modifiable. D.11-01-025] <u>Transfer of Renewable Energy Credits:</u> Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-Modifiable. D.11-01-025] <u>Governing Law.</u> This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009].
Payment:	<u>Payment:</u> For each month during the Delivery Term, (a) Purchaser shall pay the applicable Contract Price multiplied by the portion of the Contract Quantity that has been delivered by Seller hereunder and (b) Seller shall be entitled to retain all revenues, and will bear all costs, associated with delivery of the Product to the CAISO at the Delivery Point.
Monthly Invoice Timeline and Invoice Requirements:	<u>Monthly Invoice Timeline.</u> The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of a) the twentieth (20th) day of the month following the month in which the energy component of Product was delivered, and (b) twenty (20) Calendar Days after Purchaser’s receipt of Seller’s invoice, provided that if such day is not a Business Day, then on the next Business Day, and further provided that Seller shall provide to Purchaser the final invoice for a Reporting Year no later than March 20 of the following Reporting Year. <u>Invoice Requirements:</u>

	Seller's invoice shall include a statement detailing the RECs conveyed via WREGIS (i.e., Facility Name, Vintage Month, CEC RPS ID, Contract Quantity and Contract Price).
Environmental Attributes:	<u>All Attributes.</u> The Product consists of Firm Bundled RECs sourced from the Generating Facilities and all Green Attributes associated with the Contract Quantity. The Parties agree that the Product will be sourced only from the specific Generating Facilities identified in the Confirmation with no substitutions unless mutually agreed to by the Parties in writing.
Applicable Program:	State of California Renewable Portfolio Standard Program (hereinafter referred to as " <u>California RPS</u> ", " <u>Renewables Portfolio Standards</u> " " <u>RPS</u> " or " <u>RPS Program</u> "), as codified at California Public Utilities Code Section 399.11, <i>et seq.</i> , and requiring that a specified percentage of a retail seller's retail sales should be supplied with electricity generated by eligible ERRs.
Seller's Conveyance of Green Attributes:	Seller hereby provides and conveys all Green Attributes and Renewable Energy Credits associated with all electricity generation from the Project to Purchaser as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes and Renewable Energy Credits from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes and Renewable Energy Credits to Purchaser as included in the delivery of the Product in the amount of the Contract Quantity from the Project.
Representations, Covenants and Warranties:	Seller represents, covenants and warrants to Purchaser that: (i) Seller has the right to sell the Product from the Generating Facilities and has committed sufficient capacity from the Generating Facilities during the Delivery Term to fulfill its Product obligations under this Agreement; (ii) Seller has not sold the Product or any REC or other attributes of the Product to be transferred to Purchaser to any other person or entity; (iii) Energy and RECs to be purchased and sold pursuant to this Confirmation are not committed to another party; and Seller will not withhold or otherwise reduce deliveries of such Energy and RECs to sell to another entity or party; (iv) Energy from the Generating Facilities is available to be procured by Purchaser, and Seller is not currently selling and will not sell the Energy produced by the Generating Facilities back to such Generating Facilities; (vi) The Product is free and clear of all liens or other encumbrances; (vii) Seller shall sell and convey all Green Attributes and RECs associated with the Product produced by the Generating Facilities (other than resource adequacy attributes and ancillary services) to Purchaser consistent with California Public Utilities Code Section 399.16(b)(1) and as part of the Portfolio Content Category 1 Product being delivered; (viii) Seller will cooperate and work with Purchaser, the CEC, and/or the CPUC to provide any documentation required by the CPUC or CEC to support the Product's classification as a Portfolio Content Category 1 Product as

	set forth in California Public Utilities Code Section 399.16(b)(1), as currently in effect and as may be amended from time to time; and Seller will cooperate and work with Purchaser and/or CEC to provide any documentation required by CEC to satisfy Purchaser's obligations pursuant to the Regulations Governing the Power Source Disclosure (PSD) Program (Title 20, California Code of Regulations, Sections 1390–1394.2), as currently in effect and as may be amended from time to time; Seller will cooperate and work with Purchaser and/or the California Air Resources Board (CARB) to provide any documentation required by CARB to satisfy Purchaser's obligations pursuant to the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) (Title 17, California Code of Regulations, Sections 95100–95163), as currently in effect and as may be amended from time to time. Furthermore, Seller represents and warrants to Purchaser that, to the extent that the Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, Seller represents, warrants and covenants that, as of the Effective Date and throughout the Delivery Term, the resale complies with the CEC, CPUC, and RPS Program PCC 1 requirements, including the following: (i) The original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(1); (ii) This Confirmation transfers only electricity and RECs that have not yet been generated prior to the Effective Date; (iii) The electricity transferred by this Confirmation is transferred to Purchaser in real time; and (iv) If the Project has an agreement to dynamically transfer electricity to a California balancing authority, the Transactions implemented under this Confirmation are not contrary to any condition imposed by a balancing authority participating in the dynamic transfer arrangement.
Change in Law Provisions:	The Product shall be Regulatorily Continuing requiring that Seller shall use commercially reasonable efforts to obtain compliance with a Change in Law in the Applicable Program, including reasonably requested amendments to this Confirmation; provided, however, that such costs incurred by Seller in making such commercially reasonable efforts should not be greater than \$2,500 for each Reporting Year to comply with this provision (the "<u>Capped Amount</u>"). If Seller's costs of complying with a Change in Law in respect of the Product are reasonably expected to exceed the Capped Amount, Seller shall notify Purchaser of such, and, unless Purchaser agrees to pay such costs in excess of the Capped Amount, either Party may terminate this Transaction upon written notice to the other Party. This provision shall not apply to any Product that was Delivered and Accepted prior to any Change in Law if such Product complies with the California RPS that existed when it was Delivered and Accepted. This Confirmation is executed for the express purposes of Purchaser complying with the California RPS and Section 399.16(b)(1) of the California Public Utilities Code and the Power Source Disclosure Program (Title 20, California Code of Regulations, Section 1390 <i>et seq.</i>), as currently in effect and as may be amended from time to time.

	The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller's obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement.
Reporting Obligation:	Purchaser shall have no responsibility (whether regulatory or financial) for greenhouse gas emissions associated with the Product, except for any obligations under Title 17, California Code of Regulations, Section 95111(c)(4), and any such obligation shall be fulfilled by or at the direction of Seller at its own cost.
Audit/Review:	Each Party reserves the right to review during normal business hours and at its own expense, for up to three (3) years following the Delivery Term, or such longer period if otherwise required by Applicable Law, and with reasonable advance notice to the other Party, the books and records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Confirmation. In addition, during the Delivery Term and for a period of three (3) years after the Delivery Term, upon Purchaser's reasonable request, Seller shall request pursuant to any upstream contract or provide to the extent available to Seller (i) meter data from any Generating Facility related to the Product, (ii) if applicable, E-tag information related to the delivery of the Product to the CAISO or a California balancing authority, and (iii) any other records sufficient to demonstrate that the Product has been conveyed and delivered in accordance with the terms and conditions of this Confirmation, including scheduling or delivery information necessary to meet the requirements of the California RPS.
Confidentiality:	Notwithstanding Section 30.1 of the Master Agreement, the Parties acknowledge and agree that this Confirmation is subject to the requirements of the California Public Records Act (Government Code § 7920 <i>et seq.</i>). Each Party (a "<u>Receiving Party</u>") acknowledges that the other Party (a "<u>Disclosing Party</u>") may submit information to the Receiving Party that the Disclosing Party considers confidential or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act. Each Party shall use reasonable efforts to cause the specific Contract Price (but not aggregated cost information) to be protected from disclosure under the Public Records Act. The Parties agree not to over-designate material as confidential. Over-designation would include stamping whole agreements, entire pages or series of pages as confidential that clearly contain information that is not confidential. Upon request or demand of any third person or entity not a party to this Agreement ("<u>Requestor</u>") for production, inspection and/or copying of information designated by a Party as confidential information (such designated information, the "<u>Confidential Information</u>"), the Receiving Party shall notify the Disclosing Party as soon as practical that such request has been made. The

	Disclosing Party shall be solely responsible at its own cost for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it. If required by any law, statute, ordinance, a court, Governmental Authority or agency having jurisdiction over a Party, including the California Public Records Act, that Party may release Confidential Information, or a portion thereof, as required by the Applicable Law, statute, ordinance, decision, order or regulation. A Party may disclose Confidential Information to legal counsel, accountants, representatives, agents, directors, advisors, regulators, lenders, financing entities, employees and other representatives of the Party who have a need to know such Confidential Information related to this Agreement. For additional clarity, Parties acknowledge that either Party may be obligated to provide Confidential Information to the CPUC, the CEC, the CAISO, the CARB, and the FERC for regulatory compliance purposes for the California RPS program and any other compliance obligation, and either Party may disclose the terms and conditions of this Agreement and any and all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by a Party to the other Party in connection with this Agreement to the CAISO, the CPUC, and all divisions thereof, the CEC, the CARB, and any other Governmental Authority. Seller waives any prior notice requirement and authorizes such disclosures to the CPUC, the CAISO, the CARB, the CEC, and FERC, including any other Governmental Authority.
Forward Contract:	This Confirmation constitutes a sale of a nonfinancial commodity for deferred shipment or delivery that the Parties intend to be physically settled and is excluded from the term "swap" as defined in the Commodity Exchange Act under 7 U.S.C. §1a(47) and the regulations of the Commodity Future Trading Commission and Securities and Exchange Commission, with further reference to 77 Fed. Reg. 48233-35.
Amendments to the Master Agreement:	For this Transaction, the Master Agreement shall be amended as follows: (a) Section 22.1 of the Master Agreement is modified by inserting the following new text at the end thereof: “(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due; (g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or (h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets.” (b) Section 22.2(b) of the Master Agreement is amended by inserting “and is continuing” after “Event of Default occurs” in the first line thereof and deleting the second sentence therein.

	(c) Section 22.3(c) of the Master Agreement is amended by deleting the third sentence thereof and replacing it with the following: “If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary.” (d) In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: “[Intentionally omitted]” (e) In Section 22.3(f), delete the entire provision and replace it with the following: “If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34.” (f) Notwithstanding any other provision of the Agreement, Section 27 of the Master Agreement is not applicable to, and credit support is not required for either Party under this Confirmation. (g) Section 28.1 of the Master Agreement shall be applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the Master Agreement to be effective on the Confirmation Effective Date. (h) Section 30 of the Master Agreement is amended by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”. (i) Section 30.1 of the Master Agreement is amended by inserting “or requested” after the word “required” in Section 30.1(4) and by adding the following at the end of the first sentence: “; or (8) to the Party’s and such Party’s affiliates’ lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential”. (j) Subsections 34.1 and 34.2 of the Master Agreement are hereby deleted and replaced with the following: “34.1 INFORMAL DISPUTE RESOLUTION IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN NOTICE FROM EITHER PARTY IDENTIFYING SUCH DISPUTE, THE PARTIES SHALL MEET, NEGOTIATE AND ATTEMPT, IN GOOD FAITH, TO RESOLVE THE DISPUTE QUICKLY, INFORMALLY AND INEXPENSIVELY. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE ARISING HEREUNDER WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THEN EITHER PARTY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS TRANSACTION.”
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	“34.2 EXCLUSIVE JURISDICTION EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.” (k) The phrase “arbitration or” is hereby deleted from the first line of Section 34.4. (l) The following shall be inserted as a new Section 34.5: “34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE.” (m) Section 37 of the WSPP Agreement is amended by inserting the following in the beginning of the section: “On the date of entering into this Confirmation,”. (n) Section 41 “Witness” of the WSPP Agreement shall become Section 42 and the following “FERC Standard of Review; Mobile-Sierra Waiver” Section shall be substituted in its place: “(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting sua sponte, shall solely be the “public interest”
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	application of the “just and reasonable” standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008), and NRG Power Marketing LLC v. Maine Public Utility Commission, 558 U.S. 527 (2010). (b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).”
Notices:	Notwithstanding Section 12.1 of the Master Agreement, notices under this Confirmation shall be in writing and shall be deemed properly served, given or made if delivered by hand delivery, United States mail, overnight courier service, or email. The following names and addresses shall be used for notices and either Party may update its notice information by providing notice to the other Party in accordance with this paragraph. If to Seller: Marin Clean Energy 1125 Tamalpais Avenue San Rafael, CA 94901 Contract Representative: [REDACTED] Phone: [REDACTED] Email: [REDACTED] Settlements Contact: MCE Settlements Phone: [REDACTED] Email: [REDACTED] If to Purchaser: Peninsula Clean Energy Authority 2075 Woodside Road

	Redwood City, CA 94061 Attn: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
No Recourse to Members of Purchaser:	Each Party is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, <i>et seq.</i>) and is a public entity separate from its constituent members. Each Party will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Neither Party will have any rights and will not make any claims, take any actions or assert any remedies against any of either Party's constituent members, or the officers, directors, advisors, contractors, consultants or employees of either Party or either Party's constituent members, in connection with this Confirmation.
Counterparts:	This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.
Entire Agreement; No Oral Agreements or Modifications:	This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Confirmation may be entered into only by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.
Definitions/Interpretations:	For purposes of the Confirmation, the following definitions and rules of interpretations shall apply: “<u>Accepted</u>” has the meaning set forth in the Master Agreement. “<u>Applicable Law</u>” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, or the terms of the Agreement. “<u>Buyer</u>” as used herein shall have the same meaning as “Purchaser” under the Master Agreement. “<u>CAISO</u>” means the California Independent System Operator Corporation or any successor entity performing similar functions. “<u>CAISO Tariff</u>” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and

	standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC. “<u>California RPS</u>” or “<u>California Renewables Portfolio Standard</u>” “<u>RPS Program</u>” or “<u>RPS</u>” means the California renewables portfolio standard, as set forth in Cal. Pub. Util. Code §§ 399.11 <i>et seq.</i> and Cal. Pub. Res. Code §§ 25740-25751, and as administered by the CEC as set forth in the CEC RPS Eligibility Guidebook (10th Ed.), as may be subsequently modified by the CEC, and the California Public Utilities Commission (“CPUC”) as set forth in CPUC Decision (“D”) 08-08-028, D.08-04-009, D.11-01025, D.11-12-020, D.11-12-052, D.12-06-038 and D.14-12-023, and as may be modified by subsequent decision of the CPUC or by subsequent legislation, and regulations promulgated with respect thereto. “<u>CARB</u>” means the California Air Resources Board or any successor entity performing similar functions. “<u>CEC</u>” means the California Energy Commission or any successor entity performing similar functions. “<u>Change in Law</u>” has the meaning set forth in the Master Agreement as revised and supplemented by the Change in Law Provisions section of this Confirmation; any conflicts between the meaning of Change in Law in the Master Agreement and the Change in Law Provisions section shall be resolved in favor of the Confirmation. “<u>Contract Price</u>” has the meaning set forth in the Contract Price section of this Confirmation. “<u>Contract Quantity</u>” has the meaning set forth in the Contract Quantity section of this Confirmation. “<u>CPUC</u>” means the California Public Utilities Commission or any successor entity performing similar functions. “<u>DAC-GT</u>” means Disadvantaged Communities Green Tariff, a program initiated and managed by the CPUC in Decision 18-06-027. “<u>Day-Ahead Market</u>” has the meaning set forth in the CAISO Tariff. “<u>Delivered</u>” has the meaning set forth in the Master Agreement. “<u>Delivery Point</u>” has the meaning set forth in the Delivery Point section of this Confirmation. “<u>Delivery Term</u>” has the meaning set forth in the Delivery Term section of this Confirmation; provided that, for the sole purpose of matching delivery of RECs with the Facility Energy, such period will extend through the date that all RECs associated with such Facility Energy have been delivered from Seller to Purchaser in accordance with this Confirmation. “<u>Eligible Renewable Energy Resource</u>” or “<u>ERR</u>” has the meaning set forth in the CPUC Non-Modifiable Standard Terms and Conditions section of this Confirmation. “<u>Energy</u>” means electrical energy, measured in MWh. “<u>E-Tag</u>” has the meaning set forth under the CAISO Tariff.
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	“<u>Governmental Authority</u>” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement, excluding any Party to this Agreement. “<u>Green Attributes</u>” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; 1 (c) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state Law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local Law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any Electric Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project. “<u>Locational Marginal Price</u>” or “<u>LMP</u>” has the meaning set forth in the CAISO Tariff. “<u>MW</u>” means megawatt. “<u>MWh</u>” means megawatt hour. “<u>PNode</u>” has the meaning set forth in the CAISO Tariff.
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	“<u>Project</u>” as used herein has the same meaning as “Generating Facility.” “<u>REC Vintage</u>” means the date of Energy generation found on a WREGIS Certificate. “<u>Renewable Energy Credits</u>” or “<u>REC</u>” has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision D.08-08-028, as applicable to the specific RECs transferred hereunder. “<u>Reporting Year</u>” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026). “<u>WECC</u>” means the Western Electricity Coordinating Council or its successor organizations. “<u>WREGIS</u>” means the Western Renewable Energy Generation Information System, or any successor renewable energy tracking program. “<u>WREGIS Certificate</u>” means a “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product. “<u>WREGIS Operating Rules</u>” means the operating rules and requirements adopted by WREGIS, as amended from time to time.
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This Confirmation is subject to the Exhibits identified below and attached hereto:	
Exhibit A – Generating Facilities Exhibit B – Notices	

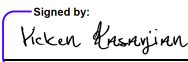
Notwithstanding anything contained in the Master Agreement to the contrary, this Confirmation shall be effective only after it is signed by both Parties.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

SELLER

**Marin Clean Energy,
a California joint powers authority**

By: 
Name: Vicken Kasarjian
Title: COO
Date: 5/21/2026

By: 
Name: Dion Bailey
Title: Technical Committee Chair
Date: 5/22/2026

PURCHASER

**Peninsula Clean Energy Authority,
a California joint powers authority**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

GENERATING FACILITIES

Facility Name	Resource ID (if located in CAISO)	Renewable Resource Technology	WREGIS GU ID	CEC RPS ID	EIA ID	CARB ID	Delivery Term	State	County/Address	Host Balancing Authority
Corcoran	CORCAN_1 _SOLAR2	Solar PV	W4150	62355A	59087	N/A	Full Delivery Term	CA	Kings County/23058 5 th Ave., Corcoran, CA 93212	CAISO
Goose Lake – Esnoz	GOOSLK_1 _SOLAR1	Solar PV	W4151	62357A	59086	N/A	Full Delivery Term	CA	Kern County/15004 Corcoran Rd., Lost Hills, CA 93249 Census Tract: 6029004500	CAISO
Parties agree Exhibit A may be replaced or updated according to the terms of this Confirmation.										

EXHIBIT B**NOTICES**

Marin Clean Energy	Peninsula Clean Energy Authority
All Notices: Marin Clean Energy 1125 Tamalpais Avenue San Rafael, CA 94901 Attn: Contract Administration Phone: () Email:	All Notices: Peninsula Clean Energy Authority 2075 Woodside Rd Redwood City, CA 94061 Attn: Director of Power Resources Phone: Email:
Reference Numbers: Duns: Federal Tax ID Number:	Reference Numbers: Duns: Federal Tax ID Number:
Invoices: Attn: Power Settlements and Analytics Phone: 	Invoices: Attn: Director of Finance Phone: (650) 260-0005 Email:
Scheduling: Attn: ZGlobal 	Scheduling: Attn: Director of Power Resources
Confirmations: Attn: Power Resources 	
Payments: Attn: Power Settlements and Analytics 	
Wire Transfer: BNK: River City Bank 	Wire Transfer: BNK: JPMorgan Chase
Credit and Collections: Attn: Finance Phone: Email:	Credit and Collections: Attn: Chief Financial Officer Phone: Email:
With additional Notices of an Event of Default to: Attn: Legal Phone: Email:	Default to: Attn: Shawn Marshall Phone: Email: Address: 2075 Woodside Rd., Redwood City, CA 94061
With a copy to: Hall Energy Law PC Attn: Phone: Email:	
Emergency Contact: Attn: 	

Mutual Termination and Release Agreement

This Mutual Termination and Release Agreement ("Termination Agreement"), effective as of the last dated signature on the signature page hereto ("Termination Date"), is entered into by and between Peninsula Clean Energy Authority, a California joint powers authority ("Buyer"), and Marin Clean Energy, a California joint powers authority ("Seller").

WHEREAS, Seller and Buyer are parties to that certain WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1), dated as of November 29, 2021 ("Contract"). Capitalized terms not defined herein shall have the meanings ascribed in the Contract.

WHEREAS, the Parties agree to (i) terminate the Contract in accordance with this Termination Agreement, and (ii) enter into a Replacement WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1) ("Replacement WSPP Confirmation") simultaneously with the termination of the Contract in respect of the purchase and sale of the Product.

WHEREAS, Seller and Buyer desire to terminate the Contract in accordance with the terms of this Termination Agreement and completely release each Party from all obligations and liabilities thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Termination Agreement and the Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Contract. Notwithstanding anything set forth in the Contract to the contrary, Seller and Buyer hereby acknowledge that, effective as of the Termination Date, the Contract is hereby terminated and is of no further force and effect, shall be null and void, and neither Party shall have any rights, obligations or liabilities under the Contract. For the avoidance of doubt, neither Party shall have any rights, obligations or liabilities under the Contract with respect to Product generated in the 2026 calendar year, which Product shall be subject to the Replacement WSPP Confirmation.

2. Mutual Release. Each of Seller and Buyer, on behalf of itself and each of its affiliates and each of their respective successors, assigns, officers, directors, shareholders, members, agents and representatives (collectively, "Releasing Parties") hereby fully, finally, irrevocably and unconditionally releases, acquits and forever discharges the other party and each of its affiliates and each of their respective successors, assigns, officers, directors, partners, general partners, limited partners, managing directors, members, stockholders, trustees, shareholders, representatives, employees, principals, agents, affiliates, parents, subsidiaries, predecessors, successors, assigns, beneficiaries, heirs, executors, personal or legal representatives, insurers and attorneys (collectively, "Released Parties") from any and all commitments, actions, debts, claims, counterclaims, suits, causes of action, damages, demands, liabilities, obligations, costs, expenses, and compensation of every kind and nature whatsoever, past, present, or future, at law or in equity, for or because of any matter or thing done, omitted, or suffered to be done by any of the Parties, whether contingent or otherwise, which such Releasing Parties, or any of them, had, has, may have had at any time in the past until and including the date of this Termination Agreement against the Released Parties, or any of them, which relate to or arise out of the Contract (collectively, "Released Claims"). The Released Claims shall include any and all Claims that any Party does not know or suspect to exist in its favor as of the Termination Date which arise in respect of or relate in any way to the Contract or the termination of the Contract, which, if known by it, might have affected its decision(s) with respect to this Termination Agreement (the "Unknown Claims"). With respect to any of the Released Claims and any of the Unknown Claims, upon the execution of this Termination Agreement, the Parties shall have expressly waived any or all provisions, rights and benefits, conferred by any law of any state or territory of the United States or

principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Each of the Parties acknowledges that it may hereafter discover facts in addition to or different from those that it knows or believes to be true with respect to the subject matter of this Termination Agreement, but it is its intention to fully and finally settle and release the Released Claims, including the Unknown Claims, notwithstanding the discovery or existence of any such additional or different facts.

3. Governing Law and Venue. This Termination Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Termination Agreement shall be brought in the federal courts of the United States or, if such federal courts refuse jurisdiction notwithstanding the Parties' agreement, then in the courts of the State of California, in either case sitting in the County of San Mateo, California.

4. Binding Effect. This Termination Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and permitted assigns.

5. Counterparts. This Termination Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Termination Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. Severability. Any provision of this Termination Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable Law, the parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

7. Further Assurances. The undersigned shall deliver and execute such further instruments and agreements as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

8. Entire Agreement. This Termination Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof.

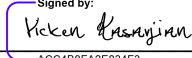
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly executed on the date first written above.

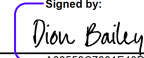
Peninsula Clean Energy Authority

By: _____
Name:
Title:
Date:

Marin Clean Energy

By:  _____
Signed by:
ACC4B8FA2E834F3
Name: Vicki Kasarjian
Title: COO
Date: 5/21/2026

Marin Clean Energy

By:  _____
Signed by:
A6B558C7881E40D
Name: Dion Bailey
Title: Technical Committee Chair
Date: 5/22/2026



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: May 22, 2026
MEETING DATE: June 25, 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 May 28, 2026 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the May 28, 2026 Board of Directors Meeting.

ATTACHMENTS:

[05-28-2026 BOD Draft Minutes.pdf](#)

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

Thursday, May 28, 2026
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER **YouTube**

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

ROLL CALL **YouTube**

Participating:

Noelia Corzo, San Mateo County
Ray Mueller, San Mateo County
Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
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
Mayra Espinosa, Pacifica
Craig Taylor, Portola Valley
Elmer Martinez Saballos, Redwood City
Marty Medina, San Bruno, *Chair*
John Dugan, San Carlos
Hassan Aburish, Woodside

Absent:

Donna Colson, Burlingame
Stacy Jimenez, Foster City
Anders Fung, Millbrae
Adam Loraine, San Mateo
James Coleman, South San Francisco

A quorum was established.

SWEARING IN OF NEW BOARD ALTERNATE **YouTube**

Jennifer Stalzer, Legal Counsel, presided over the swearing in ceremony for Mayra Espinosa, the Alternate Board Member from Pacifica.

PUBLIC COMMENT YouTube

None

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS

 YouTube

Public Comment: None

MOTION: Director Corzo moved, seconded by Director Martinez Saballos to set the Agenda, and approve Agenda Item Numbers 1-4.

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.

MOTION PASSED: 18-0 (Absent: Burlingame, Foster City, Millbrae, San Mateo, South San Francisco)

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 Espinosa	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

5. Chair Report (Discussion)

None

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

Shawn Marshall, Chief Executive Officer, gave a presentation including updates on progress towards the name change, upcoming ribbon cuttings, an update on staff satisfaction, important upcoming dates, and a customer success story.

Mike Mielke, Senior Manager, Legislative Policy, shared a legislative update.

Public Comment: None

7. [PUBLIC HEARING: Update on Position Vacancies and Recruitment and Retention Strategies in Compliance with Government Code 3502.3. \(Discussion\)](#) **YouTube**

Leilani Johnson, Director of People and Culture, gave a presentation on position vacancies and recruitment and retention strategies.

Public Hearing opened at 7:01 p.m.

Public Hearing closed at 7:02 p.m. with no comments.

8. [Approval of the Fourth Amendment to the Peninsula Clean Energy Authority Joint Powers Authority \(JPA\) Agreement \(Action\)](#) **YouTube**

Jennifer Stalzer, Legal Counsel, explained the process for updating the Peninsula Clean Energy Joint Powers Authority to reflect the name change to WestLight Energy.

Public Comment: None

MOTION: Director DeGolia moved, seconded by Director Taylor to 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.

MOTION PASSED: 18-0 (Absent: Burlingame, Foster City, Millbrae, San Mateo, South San Francisco)

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 Espinosa	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

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

Phillip Kobernick, Associate Director of Energy Programs, gave a presentation on the agreement with TRC Engineers, Inc. to provide reach codes technical assistance.

Public Comment: Brian Schmidt from Menlo Spark

MOTION: Director Nash moved, seconded by Director Mackin to 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.

MOTION PASSED: 18-0 (Absent: Burlingame, Foster City, Millbrae, San Mateo, South San Francisco)

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 Espinosa	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

10. [Approval of the Dave Pine Community Award \(Action\)](#) **YouTube**

Kirsten Andrews-Schwind, Associate Director of Energy Programs, provided an overview of the proposed Dave Pine Community Energy Award.

Public Comment: None

MOTION: Director DeGolia moved, seconded by Director Nash to Establish the Dave Pine Community Award, an annual recognition in honor of founding Board Chair, Dave Pine.

MOTION PASSED: 18-0 (Absent: Burlingame, Foster City, Millbrae, San Mateo, South San Francisco)

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 Espinosa	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

Appointed to the Dave Pine Award Nominating Committee: Director Corzo, Director Martinez Saballos, Director Nash, Director Medina, and Director Mackin.

11. [Beyond the Power Content Label: Understanding Clean Energy Procurement \(Discussion\)](#)
 [YouTube](#)

Shawn Marshall introduced the study session item on clean energy procurement and Roy Xu, Senior Director of Power Resources, gave the presentation. Shalini Swaroop, Chief Operating Officer, added some additional context.

Public Comment: None

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

Vice Chair Ragsdale shared a recap of attendance at the CalCCA Annual Conference.

Director Daus-Magbual shared the June 16th annual flag raising at Daly City Hall.

[CLOSED SESSION](#) [YouTube](#)

The Board took a break from 8:49 p.m. to 8:58 p.m.

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](#)
 [YouTube](#)

The Board reconvened at 9:12 p.m. and reported no reportable action.

ADJOURNMENT

Meeting was adjourned at 9:13 p.m.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 16, 2026
MEETING DATE: June 25, 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 roll out of Agency name change notifications and 10-year anniversary events, update on the new office, State and Federal policy updates, and key dates for the Board's awareness.

See California's Largest Multi-Family EV Retrofit in Action

Peninsula Clean Energy is proud to announce the completion of the Peninsula Pines EV charging project in South San Francisco—the largest multi-family EV charging retrofit project in California and the second largest in the nation.

Through PCE's EV Ready Program and in partnership with GoPowerEV, more than 200 smart EV charging outlets have been installed at Peninsula Pines Apartments, providing residents with convenient access to home charging. By leveraging affordable Level 1 charging technology and smart outlet solutions, the project demonstrates an innovative and scalable approach to expanding EV infrastructure in multi-family housing communities.

This milestone represents more than a successful installation—it serves as a model for addressing one of California's most significant transportation equity challenges: ensuring that apartment and condominium residents have access to reliable EV charging. To date, PCE's EV Ready Program has helped install more than 2,500 EV chargers throughout our service area, with over two-thirds located at multi-family properties.

As California works toward its climate goals and the need for more than one million EV chargers statewide by 2030, projects like Peninsula Pines showcase how cost-effective, scalable solutions can help accelerate EV adoption and reduce greenhouse gas emissions.

To celebrate this achievement, we invite you to join us for a guided tour and ribbon-cutting ceremony at The Peninsula Pines Apartments at 842 Antoinette Lane, South San Francisco, CA 94080, on Wednesday, July 29, from 11:45 a.m. to 2:00 p.m.

We are proud to welcome the following keynote speakers at this celebration:

Nancy Skinner, Commissioner, California Energy Commission

Matthew Baker, Commissioner, California Public Utilities Commission

Shawn Marshall, CEO, Peninsula Clean Energy; Chair and Founder, Community Choice Energy Alliance

John Reister, Founder and CEO of GoPowerEV

We look forward to recognizing this important milestone with you while highlighting the impact of equitable EV charging access in our communities.

To RSVP tour ticket, please email imeek@peninsulacleanenergy.com

PCE In the Community

July 11	Intergenerational Climate Summit, San Mateo County
July 21	Focus Group with Nuestra Casa, East Palo Alto
July 29	Peninsula Pines EV Charger Ribbon Cutting, South San Francisco
July 31	Family Resource Day Tabling, Daly City

PCE Staffing Update

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 8, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Nicholas Bijur, Chief Financial Officer
SUBJECT: Approval of the Fiscal Year 2026-2027 Budget (Action)

RECOMMENDATION

Approve the proposed fiscal year 2026-2027 budget (July 1, 2026 through June 30, 2027).

BACKGROUND

On May 11, 2026, and June 8, 2026, staff presented a draft fiscal year 2026-2027 budget to the Audit and Finance Committee and Executive Committee, respectively, to solicit comments and input. Both committees were supportive of the draft budget, did not have any suggested changes, and at its June 8, 2026 meeting, the Executive Committee recommended approval to the Board of Directors.

DISCUSSION

Fiscal year 2026-2027 (July 1, 2026 through June 30, 2027) budget presentation and details will be provided for Board of Directors review and approval. The bottom-up budgeting approach included individual discussions with the department heads to develop their portions of the budget and incorporated cost-of-service and DEAI principles. For the first time, department-level budgets were prepared to increase accountability and transparency within the Agency. Staff also conducted a cross-departmental meeting to review Peninsula Clean Energy (PCE) priorities and cost reduction opportunities in the coming fiscal year.

PCE rates will be set, including utilization of the Rate Stabilization Fund, to provide sufficient revenues to support PCE's operations in fiscal year 2026-2027.

FISCAL IMPACT

Total budgeted net costs of \$315.9 million represents a 1% increase from fiscal year 2025-2026 and will support setting rates at a 5% net discount to PG&E while utilizing the Rate Stabilization Fund to help support rate stability.

STRATEGIC PLAN

Approving the fiscal year 2026-2027 budget will provide sufficient resources to support PCE's mission of providing affordable, clean electricity and advancing local solutions that lower costs, reduce pollution, and strengthen community resilience.

RESOLUTION NO. _____

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

APPROVAL OF THE FISCAL YEAR 2026-2027 BUDGET (ACTION)

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

WHEREAS, PCEA Staff reviewed a draft budget for fiscal year 2026-2027 and the underlying assumptions with the Audit and Finance Committee at its meeting on May 11, 2026 to solicit input and recommended changes, and;

WHEREAS, PCEA Staff reviewed an updated version of the budget with the most updated and current information available with the Executive Committee at its meetings on June 8, 2026, and;

WHEREAS, the Executive Committee recommended to the PCEA Board of Directors approval of the budget at the Board of Directors meeting on June 25, 2026, which included total net costs of \$315.9 million.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the PCEA Board of Directors approves the fiscal year 2026-2027 budget, which was presented to the Board of Directors at its meeting on June 25, 2026.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 11, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nick Bijur, Chief Financial Officer and Justin Kudo, Associate Director, Strategic Analysis & Rates

SUBJECT: Approval of Updated July 2026 Peninsula Clean Energy Rates (Action)

RECOMMENDATION

Approve setting PCE's ECOplus rates at a system average of \$0.072/kWh effective July 1, 2026, subject to a minimum rate of \$0/kWh, resulting in a 5% discount to PG&E.

BACKGROUND

In March 2024, the Board of Directors (Board) approved implementation of a ratemaking approach based on PCE's cost of service and a goal of maintaining electric generation rates below those of PG&E. This approach prioritizes revenue sufficiency through a budgeted revenue requirement and rates sufficient to meet that requirement, while following prevailing rate designs to provide clear and competitive rates to PCE customers. Revenue requirements may be supported by PCE's Rate Stabilization Fund when appropriate to maintain stable and competitive customer rates.

On January 1, 2026, PG&E's generation rates decreased by 30% while Power Charge Indifference Adjustment (PCIA) rates increased by 330%, significantly affecting PCE's rate competitiveness. The magnitude of this change was driven by the structure of the PCIA and lower energy prices, including electricity, resource adequacy, and renewable energy premiums. PG&E's power supply costs are allocated between generation costs and the PCIA based on the net value of their energy portfolio. Counterintuitively, as energy prices decline, the value of PG&E's portfolio decreases, causing a larger share of costs to be recovered through the PCIA. At the same time, CCAs are generally unable to fully benefit from lower market prices because a significant portion of their power supply costs is contractually fixed.

In January 2026, PCE's Board and Executive Committee received updates on PCE's projected budget for Fiscal Year 2025-2026 (FY 2026), including options for reducing PCE electric generation rates. Given budget favorability and PCE's sufficient cash position, the Board approved the Executive Committee's recommendation to set a system average rate of \$0.066/kWh, thus continuing to provide a 10% discount when compared to PG&E generation rates. At that time, the Executive Committee also considered a smaller discount, noting

anticipated pressure on rates and revenues in Fiscal Year 2026-2027 (FY 2027), and that a small rate increase would likely be necessary in July 2026.

On June 8, 2026, PCE's Executive Committee received presentations on the proposed budget and ratemaking for FY 2027. Staff provided a summary of PG&E's actual and forecast rates from 2020-2030, the state of the PCIA, and expected utilization of the Rate Stabilization Fund to offset rate volatility in FY 2027 and 2028. The Executive Committee unanimously approved the staff proposal to set rates at a system average of \$0.072/kWh, 5% less than PG&E's generation rates, effective July 1, 2026.

PCE staff continues to monitor energy market conditions that will affect PG&E generation and PCIA rates in 2027. Electricity prices and renewable premiums have decreased significantly over the past six months, putting upward pressure on the PCIA. While the market will undoubtedly change between now and the end of the year, it is likely that the PCIA will remain high and PG&E's generation rates will remain low until at least January 2028, putting continued pressure on PCE's rate competitiveness.

DISCUSSION

Rate Setting Principles

The Board and staff have developed ratemaking principles that are consistent with industry standards and best practices of cost-of-service ratemaking, which are used to guide PCE ratemaking decisions. To the extent that these principles may not be aligned in some cases, staff will seek to achieve a balance that best reflects the values of PCE and benefits to its customers. The principles are as follows:

- Revenue Sufficiency – PCE rates should be sufficient to recover all costs, debt service, and other expense requirements. This includes meeting Board-approved targets for cash reserves and the Rate Stabilization Fund.
- Rate Competitiveness – Rates should enable PCE to retain and attract customers compared to other available service providers. This does not necessarily require PCE rates to remain below those of PG&E, though this is our goal and has been the case historically.
- Maintain Appropriate Cost Causation – Rate differences among customer classes should be justified by differences in their cost of service and should minimize cost subsidization.
- Rate Stability – Rates should be consistent and promote customer understanding of the costs they are paying. Rate changes should be made infrequently. In some cases, adjusting rates may promote stability through offsetting changes to PG&E rates.
- Clarity – PCE should aim to make complex utility rates as simple and transparent as possible for customers to understand and compare.
- Promote Peak Load Reductions – Rate designs that promote reductions in peak system load may significantly reduce the overall cost of service for all customers.

Proposed Rates and Impacts

PCE's total costs for FY 2027 are forecast to be \$351.6 million, less \$33.2 million in other revenues (including interest income on reserves, grants, and external program funding) and \$2.6 million in Eco100 revenue, resulting in a revenue requirement of \$315.9 million. This

represents the amount of electricity sales PCE needs to collect to fully fund its operations.

PCE Budgeted Total Costs (in millions)	\$351.6
Less Other Revenue	\$33.2
Less Eco100 Revenue	\$2.6
Remaining Revenue Requirement	\$315.9

Given PCE's forecast load of 3,429 GWh, this would result in an average rate of \$0.092/kWh, making PCE service approximately \$7 more expensive than PG&E for the typical monthly household bill. To mitigate this impact, staff instead proposes utilizing the Rate Stabilization Fund, which was established for scenarios such as this to supplement and stabilize revenues. The Rate Stabilization Fund is currently funded at \$128 million, with a proposal to further increase the balance at the end of FY 2026.

Based on PCE's ratemaking principles of rate competitiveness, rate stability, and customer clarity, staff recommends reducing the discount to PG&E generation rates from the current 10% to 5%, resulting in a modest increase in the system average rate from \$0.066/kWh to \$0.072/kWh.

Staff expects to propose new rates to the Board in January 2027, which will determine revenues for the remainder of the fiscal year. While market data remains limited, staff have conservatively estimated February 2027 rates at an average of \$0.055/kWh, a 24% decrease. The resulting annual forecasted electric sales of \$221.2 million would require supplemental revenues of approximately \$96 million from the Rate Stabilization Fund.

Customer Impacts

The proposed rates would increase the typical residential bill by approximately \$2.11/month, or 1.4% as most electricity charges are non-generation, as demonstrated in the table below. Customers would likewise typically save about \$2.11/month compared with PG&E bundled service. Other customer classes would see comparable savings, proportionate to their applicable electric rates. Overall savings for PCE customers from July through December 2026 are estimated to be \$10.4 million.

TOU-C, 379 kWh	Generation	PCIA/FFS	Distribution	Total
PG&E	\$ 42.24	\$ -	\$ 111.53	\$153.77
PCE Current	\$ 23.82	\$ 14.20		\$149.55
PCE Proposed	\$ 25.93			\$151.66

FISCAL IMPACT

Implementing the recommended rate adjustment in July 2026 will increase projected revenues by \$12 million through January 2027 compared to current rates. When taken collectively with the estimated February 2027 rate reduction, rates would result in total forecast annual electric sales of \$221.2 million. The Rate Stabilization Fund would be utilized as necessary (estimated at \$96 million) to meet the FY 2027 revenue requirement of \$315.9 million.

STRATEGIC PLAN

Approving the recommended rates will provide sufficient funding to support PCE's mission of providing affordable, clean electricity and advancing local solutions that lower costs, reduce pollution, and strengthen community resilience.

ATTACHMENTS:

[Financial Forecast.pdf](#)

RESOLUTION NO. _____

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

**APPROVAL OF UPDATED JULY 2026 PENINSULA CLEAN ENERGY RATES
(ACTION)&NBSP;**

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

WHEREAS, the Peninsula Clean Energy Authority was formed on February 29, 2016 as a Community Choice Aggregation program (“CCA”); and

WHEREAS, the Board has established a set of strategic goals to guide PCE, including maintaining a cost-competitive electric-generation rate for residents and businesses; and

WHEREAS, PCE’s proposed budget has a revenue requirement of \$315.9 million from ECOplus sales revenues; and

WHEREAS, PCE’s Rate Stabilization Fund was established with the purpose of offsetting rate future rate volatility for customers; and

WHEREAS, a system average generation rate of \$0.072/kWh is necessary to meet PCE’s budget for Fiscal Year 2026-2027;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Directors directs staff to increase PCE's ECOplus system average rates from \$0.066/kWh to \$0.072/kWh effective July 1, 2026, subject to a minimum of \$0/kWh.

5-Year Financial Forecast

(\$ in millions)	FY26	FY27	FY28	FY29	FY30	FY31
Operating Revenues	\$349.4	\$234.1	\$260.2	\$374.0	\$400.8	\$421.2
Rate Stabilization Fund	(30.0)	96.0	62.0	-	-	-
Total Revenues	319.4	330.1	322.2	374.0	400.8	421.2
Cost of Energy	288.4	299.1	301.9	333.1	347.5	362.2
Revenues less Cost of Energy	31.0	31.0	20.4	40.9	53.3	58.9
Compensation	16.3	17.4	19.2	21.2	22.1	23.3
Data Mgr. & Service Fees	5.0	5.1	5.2	5.4	5.6	5.7
Consulting & Legal	3.3	3.7	3.4	3.3	3.4	3.4
Communication & Grants	1.6	1.8	1.9	1.9	2.0	2.0
Programs	15.4	18.6	19.7	21.3	22.7	22.7
General & Administrative	4.4	4.5	5.2	5.4	5.7	5.9
Depreciation	0.4	1.4	1.5	1.5	1.8	2.2
Operating Expenses	46.4	52.5	56.1	60.0	63.2	65.2
Operating Income (Loss)	(15.3)	(21.5)	(35.7)	(19.1)	(10.0)	(6.3)
Non-Operating Income	17.8	22.8	11.2	10.3	9.9	9.8
Change in Net Position	\$2.4	\$1.3	(\$24.5)	(\$8.9)	(\$0.1)	\$3.5



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 12, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Shelby Bush, Energy Efficiency Programs Manager

SUBJECT: Approval of the Peninsula Clean Energy Commercial Electrification Program (Action)

RECOMMENDATION

Approval of the Peninsula Clean Energy Commercial Electrification Program to provide financial incentives to business customers for the installation of eligible electric equipment that replaces existing fossil fuel-powered equipment.

BACKGROUND

PCE's Mission is to provide affordable, clean electricity and advance local solutions that lower costs, reduce pollution, and strengthen community resilience. As part of that mission, PCE has a 5-year goal to double the reductions of greenhouse gas emissions to 100,000 metric tons annually by accelerating electrification of transportation and buildings and the continued supply of carbon-free power.

Commercial buildings represent a significant opportunity for emissions reductions due to the continued use of natural gas for space heating, water heating, and commercial cooking applications without any support for building electrification. PCE has successfully supported electrification through several customer programs, including electric vehicle infrastructure, solar and battery storage, and residential building electrification initiatives. However, these programs do not provide support for commercial building electrification and PCE has received increasing requests for decarbonization support from commercial customers.

These requests reflect the absence of electrification support generally. While BayREN and PG&E administer programs for commercial customers within PCE's service territory, these programs provide energy efficiency services. Therefore, their ability to support electrification is very limited due to the California Public Utilities Commission (CPUC) cost-effectiveness requirements, program rules, and other regulatory constraints. As a result, there is no meaningful access to incentives for businesses seeking to electrify.

Similar constraints apply to PCE's Proposed Energy Efficiency portfolio. In March 2026, PCE submitted an Energy Efficiency portfolio application to the California Public Utilities

Commission (CPUC) and is awaiting approval of a portfolio of programs proposed to launch in 2028. While several of the proposed programs are designed to serve commercial customers, opportunities to directly support electrification within the portfolio are limited by the same regulatory requirements that affect other CPUC-funded programs. The Commercial Electrification Program is intended to address this gap by providing rebates for the replacement of existing natural gas equipment with efficient electric alternatives. The program will provide support for commercial customers prior to the launch of PCE's Energy Efficiency portfolio while also complementing future portfolio offerings by expanding electrification opportunities that are difficult to support through traditional Energy Efficiency programs.

DISCUSSION

In developing the proposed Commercial Electrification Program, PCE leveraged customer feedback received through ongoing customer engagement activities, research conducted for PCE's Energy Efficiency portfolio application, interviews with neighboring Community Choice Aggregators and municipal utilities, and industry best practices identified through published studies and program evaluations.

The research surfaced the need and opportunity for a simple, customer-focused commercial electrification program that minimizes participation barriers while addressing the higher upfront costs associated with electric equipment. The resulting program design utilizes prescriptive rebates for common equipment replacements, creating a straightforward participation process that allows customers to work directly with the contractor of their choice.

To further reduce complexity and improve accessibility, the program's design intentionally focuses primarily on common equipment replacement opportunities rather than complex custom projects, such as central plant retrofits or industrial process electrification, in order to provide a streamlined customer experience while accelerating building decarbonization.

Consistent with this approach, the proposed program will incentivize the replacement of existing natural gas equipment with efficient electric alternatives, including “off-the-shelf” heat pump water heaters, heat pump HVAC and various cooking technologies. These technologies were selected based on market readiness, customer interest, emissions reduction potential and their ability to be delivered through a simple rebate structure.

To address the cost barrier with electrification, rebate amounts will be based on estimated incremental electrification costs and are intended to offset the additional cost of choosing electric equipment over comparable natural gas replacements. Depending on the technology, incentives may be offered as either fixed rebate per unit or based on equipment size or capacity. The goal is to provide customers with a clear and predictable understanding of available incentives so they can easily estimate rebate amounts and make informed equipment replacement decisions. Incentive levels will also be set and evaluated to ensure cost-effective greenhouse gas reductions and are expected to achieve a cost per metric ton of greenhouse gas reduction comparable to PCE's Home Upgrade Program. Incentive amounts may be adjusted over time in response to market conditions, technology costs, or program performance. The incentives are expected to result in additional decarbonization that would not otherwise occur.

Recognizing that some customers may require additional support, the program will also leverage PCE's existing commercial technical assistance resources, operated as part of the

Reach Code program. Technical assistance will provide customers with guidance throughout the planning and implementation process, helping them evaluate electrification opportunities, understand project considerations, and make informed decisions about equipment selection and project development.

Total incentive amount will be capped to a maximum per building, initially at \$50,000, to ensure incentive distributions are reasonably distributed. Total program investment is anticipated to be approximately \$1 million per year, varying based on uptake and accommodated within the current budget targets by managing uptake across several programs. If approved, the program is proposed to launch in early 2027.

FISCAL IMPACT

Funding for this program is within the Board-approved Programs budget for FY 2027.

STRATEGIC PLAN

This program supports the organization's Environmental Impact guiding principle and associated five-year goal: In order to achieve targeted decarbonization by 2035, PCE will double the reductions of greenhouse gas emissions to 100,000 metric tons annually by accelerating electrification of transportation and buildings and the continued supply of carbon-free power.

In addition, the program is supportive of PCE's Economic Development goal to invest at least \$150 million in advanced energy solutions to reduce emissions and create local clean energy jobs.

The new program also aligns with the decision-making criteria. The program is expected to contribute to PCE's long-term value proposition, putting customers first and supporting access to clean energy by ensuring an unserved segment of customers are able to receive benefits from PCE. It also aligns with PCE's Guiding Principles and fiscal sustainability.

RESOLUTION NO. _____

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

**APPROVAL OF THE PENINSULA CLEAN ENERGY COMMERCIAL ELECTRIFICATION
PROGRAM (ACTION)**

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

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

WHEREAS, Peninsula Clean Energy's mission is to provide affordable, clean electricity and advance local solutions that lower costs, reduce pollution, and strengthen community resilience; and

WHEREAS, Peninsula Clean Energy has a 5-year goal to double the reductions of greenhouse gas emissions to 100,000 metric tons annually by accelerating electrification of transportation and buildings and the continued supply of carbon-free power; and

WHEREAS, commercial buildings represent a significant opportunity to reduce greenhouse gas emissions through the electrification of existing natural gas equipment; and

WHEREAS, Peninsula Clean Energy has identified customer demand for financial assistance to support commercial electrification projects and reduce barriers associated with higher upfront equipment costs; and

WHEREAS, Peninsula Clean Energy's proposed Commercial Electrification Program is designed to provide rebates for the replacement of existing natural gas equipment with efficient electric alternatives; and

WHEREAS, staff proposes to administer the program with an approximately investment of \$1 million per year using existing staff resources and existing Board-approved community programs budgets.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board approves the creation of the Commercial Electrification Program.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: June 15, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: None

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

BACKGROUND

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

DISCUSSION

OVERVIEW

During the second quarter of 2026, the Data & Technology Department focused on strengthening the data and IT foundation through improvements in data quality, data warehouse infrastructure, records retention, organizational name change readiness, and identity and access management modernization.

THE DATA TEAM HIGHLIGHTS

Core Data Systems – The Data team redesigned key data tables, improving data quality, reducing duplication, streamlining data structures, and lowering processing costs while supporting more reliable reporting and analytics. The work on this continues.

Enhanced Data Quality and Reporting – The team is working on utilizing a new monitoring feature for data validation and alerting to improve data reliability and proactively identify issues. Reporting datasets and dashboards were also optimized to improve performance and usability.

Data Pulls and Scraping – The team continued work on billing and invoice automation and reporting, market data API integrations, and updating automated workflows that will expand on future analytics and reporting capabilities.

Reduced Technical Debt – Several legacy datasets, reporting tools, and processes were retired, simplifying the data environment and reducing ongoing maintenance requirements.

THE IT TEAM HIGHLIGHTS

Records Retention and Governance – The IT team continued updates on records retention through enhancements to the processes, staff guidance, and supporting technology controls. During the quarter, the team completed extensive testing and validation of backup and recovery capabilities to strengthen the overall resilience and ensure critical business records remain protected. These efforts support compliance, improve governance, and reduce organizational risk.

Name Change Readiness – The team completed extensive technology preparation for the organization's upcoming name change, including updates to systems, applications, integrations, and operational processes to support a smooth transition.

Enhanced Security Implementation – Significant progress was made toward implementing security features across business applications. The team has done extensive testing and integration work to strengthen access controls and simplify the user experience.

Technology Infrastructure for the New Office – We continued to evaluate audiovisual requirements for the boardroom, conference rooms, and collaboration spaces. Work also included planning secure network infrastructure, dedicated internet connectivity, wireless coverage, and technology requirements to support reliable operations, cybersecurity, and future growth. These efforts will help ensure the new office provides a modern, secure, and seamless technology experience for staff, board members, and visitors.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: June 15, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: None

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

BACKGROUND

This report provides updates on key regulatory proceedings affecting Peninsula Clean Energy (PCE), including recent changes to the Power Charge Indifference Adjustment (PCIA), new statewide procurement proposals under the Integrated Resource Planning (IRP) proceeding, Resource Adequacy (RA) reforms, and other state regulatory developments.

Several of these proceedings may influence future rate setting, procurement strategy, and program funding. No Board action is requested.

DISCUSSION

California Public Utilities Commission (CPUC)

Power Charge Indifference Adjustment (PCIA)

The CPUC continues implementing and refining recent changes to the Power Charge Indifference Adjustment (PCIA), an exit fee charged to Community Choice Aggregation (CCA) customers. The 2026 PCIA rates approved by the CPUC are already in effect and contributed to the Board's recent decision to reduce PCE generation rates to preserve customer savings relative to Pacific Gas and Electric Company (PG&E). Any additional changes adopted through the ongoing PCIA rulemaking are expected to affect 2027 or later PCIA rates.

On June 2, the CPUC held evidentiary hearings in Track 2 of the proceeding regarding the treatment of pre-2019 banked Renewable Energy Credits (RECs) in PCIA calculations. Investor-owned utilities continue to advocate valuing these RECs at zero, while Community Choice Aggregators argue that the RECs provide ongoing compliance benefits that should be reflected in PCIA calculations. Additional proceedings are expected before a decision is reached.

The CPUC also continues broader discussions in Track 3 regarding potential long-term reforms to the PCIA framework. Topics under consideration include treatment of utility-owned assets, allocation of portfolio attributes, methods for sharing costs and benefits among

customers, and access to the data used to calculate the PCIA. PCE continues working through the California Community Choice Association (CalCCA) to advocate for greater transparency and equitable treatment of customers.

Resource Adequacy (RA)

The CPUC has issued a Proposed Decision addressing several stakeholder proposals related to California's Resource Adequacy (RA) program, which establishes reliability procurement requirements for load-serving entities such as PCE.

The Proposed Decision adopts CalCCA's proposal allowing certain energy-only generation resources co-located with fully deliverable storage to provide charging energy for storage resources. It also adopts an Unforced Capacity (UCAP) methodology for storage and gas resources, which is intended to more accurately reflect the reliability impacts of resource outages. In addition, the Proposed Decision adopts a methodology for Long Duration Energy Storage that is more favorable than current treatment, although it remains relatively conservative compared to alternative proposals.

The Proposed Decision rejects PCE's and CalCCA's proposal to allow greater trading flexibility for hourly RA obligations, which could make it more difficult for load-serving entities to optimize compliance and avoid duplicative procurement. It also proposes new bidding requirements for certain products in the regional Enhanced Day-Ahead Market that could create implementation challenges for existing contracts. PCE staff are actively engaged in efforts to address those concerns.

Collectively, these decisions may affect future procurement costs, operational flexibility, and resource valuation for PCE. The Proposed Decision also includes a variety of technical changes affecting demand response resources, RA penalties, storage counting rules, treatment of under-construction resources, and data-sharing requirements.

Energy Efficiency (EE)

On March 16, Peninsula Clean Energy submitted an application to the CPUC requesting \$36.3 million to administer a portfolio of energy efficiency (EE) programs from 2028 through 2031. The proposed portfolio includes continued funding for FLEXmarket as well as several new programs and would establish PCE's first multi-program EE portfolio.

The application is being reviewed alongside proposals submitted by investor-owned utilities, Community Choice Aggregators, and Regional Energy Networks. Collectively, applicants have requested more than \$4 billion in funding for the 2028–2031 program cycle, making PCE's proposal comparatively modest in scale.

The CPUC has scheduled a pre-hearing conference for June 19, 2026 and is expected to establish the scope and schedule for the proceeding thereafter. A final decision on program approvals is expected in summer 2027. PCE will continue participating in the proceeding and provide updates as major milestones are reached.

Transportation Electrification (TE)

PCE joined several Community Choice Aggregators in comments on two utility transportation electrification proposals currently under review by the CPUC. PCE's comments focused on ensuring coordination between utility and Community Choice Aggregation programs and encouraging right-sized charging solutions that align infrastructure investments with customer

needs while reducing project costs. Both proposals remain under review.

Load Management Standards (LMS)

On April 24, Peninsula Clean Energy submitted its annual Load Management Standards (LMS) report to the California Energy Commission (CEC). The report summarizes PCE's efforts to encourage customers to shift electricity use to lower-cost, lower-stress periods on the electric grid through rates, programs, and customer engagement initiatives.

The report highlights lessons learned from participation in PG&E's Hourly Flex Pricing pilot and documents progress implementing PCE's Load Management Standards Plan, which was approved by the CEC in 2025.

The CEC has also initiated a pre-rulemaking process to evaluate potential updates to the standards based on lessons learned during the first year of implementation. PCE is monitoring these discussions and will continue participating as the process develops.

California Independent System Operator (CAISO)

Resource Adequacy Modeling and Program Design; Maximum Import Capability Reform

CAISO continues evaluating reforms to its Resource Adequacy program and the rules governing imports of out-of-state capacity. PCE remains actively involved in a coalition of Community Choice Aggregators, publicly owned utilities, and resource developers seeking reforms to the Maximum Import Capability (MIC) framework that would improve access to out-of-state resources and increase procurement flexibility.

CAISO is also finalizing implementation details associated with the Unforced Capacity methodology recently adopted by the CPUC and considering reforms to Resource Adequacy Availability Incentive Mechanism (RAAIM) rules. These changes may affect future capacity valuation, compliance obligations, and procurement costs for load-serving entities such as PCE.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: June 17, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: None

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

BACKGROUND

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

DISCUSSION

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

Enrollment Statistics

Peninsula Clean Energy's participation rate is currently 96.3%

Town or Territory	Active	Eligible	Participation
ATHERTON INC	2,654	2,739	97.3%
BELMONT INC	12,098	12,437	97.7%
BRISBANE INC	2,467	2,525	98.1%
BURLINGAME INC	16,791	17,188	98.3%
COLMA INC	855	886	98.6%
DALY CITY INC	33,120	34,357	96.7%
EAST PALO ALTO INC	7,709	8,095	95.5%
FOSTER CITY INC	14,406	14,737	98.1%
HALF MOON BAY INC	4,927	5,080	97.4%
HILLSBOROUGH INC	3,945	4,042	97.4%
LOS BANOS INC	13,344	15,857	84.6%
MENLO PARK INC	16,796	17,172	98.4%
MILLBRAE INC	9,446	9,776	97.0%
PACIFICA INC	14,938	15,525	96.3%
PORTOLA VALLEY INC	1,603	1,686	94.8%
REDWOOD CITY INC	35,482	36,515	97.9%
SAN BRUNO INC	16,058	16,758	96.4%
SAN CARLOS INC	14,346	14,707	97.8%
SAN MATEO INC	44,241	45,456	97.8%
SO SAN FRANCISCO INC	24,947	26,061	96.6%
UNINC SAN MATEO CO	24,131	24,920	97.0%
WOODSIDE INC	2,212	2,268	96.9%
Total	316,516	328,787	96.3%

Customer Savings

PCE customers saved over \$41.2M in FY 2026, or about 10% on their generation costs. This calendar year, customers have already saved over \$10 million.

Since 2016, customers have saved over \$235M on the generation portion of their bills by choosing service with PCE.

Upcoming Rate Change

Account Services is prepared to take swift action should the Board adopt new rates for Fiscal Year 27.

Collection Efforts

Through mid-June customers have made payments of just under \$2,000 via pre-collections and over \$6,000 through collections performed by Optio Solutions. Fiscal year-to-date, PCE has collected over \$8,000 through pre-collections efforts and just under \$14,000 through collections performed by Optio Solutions. The next group of notices will go out in August and will be the first as WestLight Energy. Accounts that closed prior to 6/30/2026 will still be

collected on as Peninsula Clean Energy customers, and all accounts that end on 7/01/2026 and after will be collected on as WestLight Energy customers. As a reminder, CARE and FERA customers remain in the pre-collections process and are not pursued for collection by Optio Solutions.

Net Energy Metering and Solar Billing Plan Annual Cash Outs 2026

The 2026 Net Energy Metering (NEM) and Solar Billing Plan (SBP) annual cash out is nearly complete, and all 2026 annual cash outs have been processed. Beginning this year, SBP customers with excess generation at true-up received the value of the Energy Export Credits in their escrow credit balance, as approved by the Board. The SBP annual cash out for 2026 included 2,486 residential customers and totaled to \$597,770. For comparison the 2025 annual SBP cash out only included 538 customers and totaled to \$18,230. The increase in SBP customers is due to the new solar customers starting service with SBP, as well as the transition of customers previously served under NEM to SBP as their NEM legacy period expires. SBP became available to non-residential customers in April 2026, and we expect our SBP customer enrollment to grow as residential and commercial customers continue to transition from NEM to SBP as their legacy periods end.

The 2026 NEM cash out included 12,961 customers, compared to 11,728 in 2025. The total cash out totaled to \$2,345,504, compared to \$2,795,291 in 2025. Only two non-residential customers were impacted by the \$10,000 cash out cap. The decrease in overall cash out dollars can be attributed to the decreases in rate pricing over the last year, directly affecting our retail NEM credit prices.

Contact Center Updates

The Contact Center continues to deliver outstanding customer support while contributing to strong customer retention outcomes.

From March through May, our Customer Success Advisors (CSA's) responded to 3,540 customer emails and answered more than 1,800 phone calls, providing timely, knowledgeable, and customer-focused support across a wide range of inquiries.

The team also achieved positive retention results during the reporting period. Since March, the Contact Center has processed 31 opt-out requests and successfully retained 25 customers who initially contacted us with the intention of leaving Peninsula Clean Energy. These outcomes reflect the team's ability to listen to customer concerns, provide meaningful guidance, and help customers make informed decisions about their energy service.

In addition, the CSAs played an integral role in supporting Peninsula Clean Energy's e-bike program, processing 1,989 rebate applications between March and May. The high volume of applications highlights the team's commitment to delivering a seamless customer experience while ensuring applicants received timely assistance throughout the process. On May 11, the e-bike program was temporarily paused to allow for program enhancements and operational improvements and is scheduled to relaunch in August.

Through daily one-on-one interactions with customers, the Contact Center increased awareness of Peninsula Clean Energy's programs, services, and available resources. By providing personalized support and clear, accurate information, the team helped customers make informed decisions and strengthened trust in Peninsula Clean Energy.

Contact Center Stats for March 2026 – May 2026

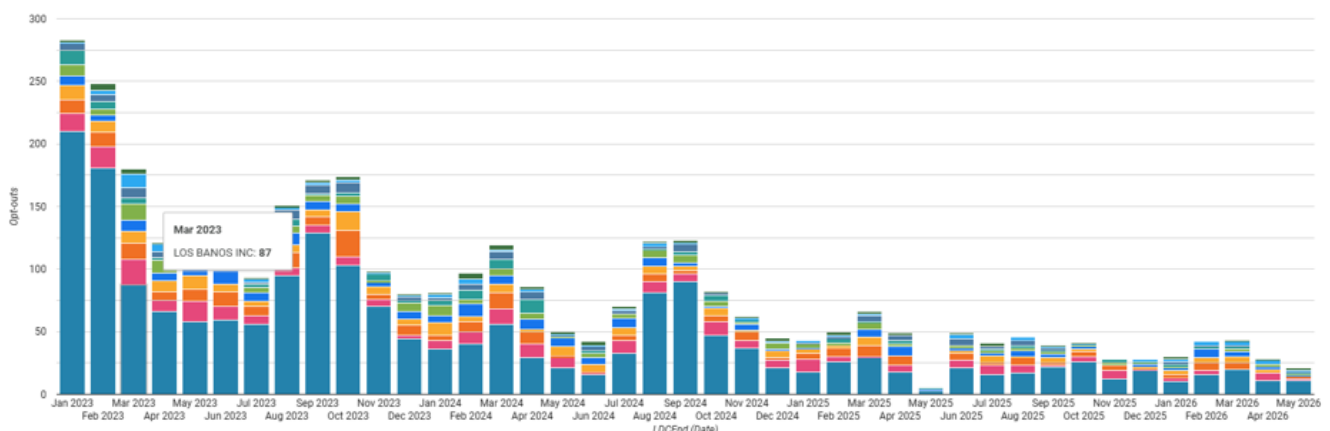
Total Calls Answered	Spanish Calls	Mandarin Calls
1855	89	11

Opt Out Submitted	Retained	Re-Enrolled
31	25	33

Emails
3540

Dashboard and Data Updates

We have an [opt-out tracker](#) which provides a visualization of opt outs that can be filtered by date range. This supports our team as well as Marketing & Communications, track opt outs following communications we send out. This can be used to track response to rate changes, programs and other news customers may have heard about PCE.



Account Services has also completed & reviewed a [savings calculator](#) dashboard which is ready for internal use by PCE staff. Please verify figures with Account Services before reporting externally, but this can be used as a tool to estimate customer savings and program charges such as ECO100 costs, to date.

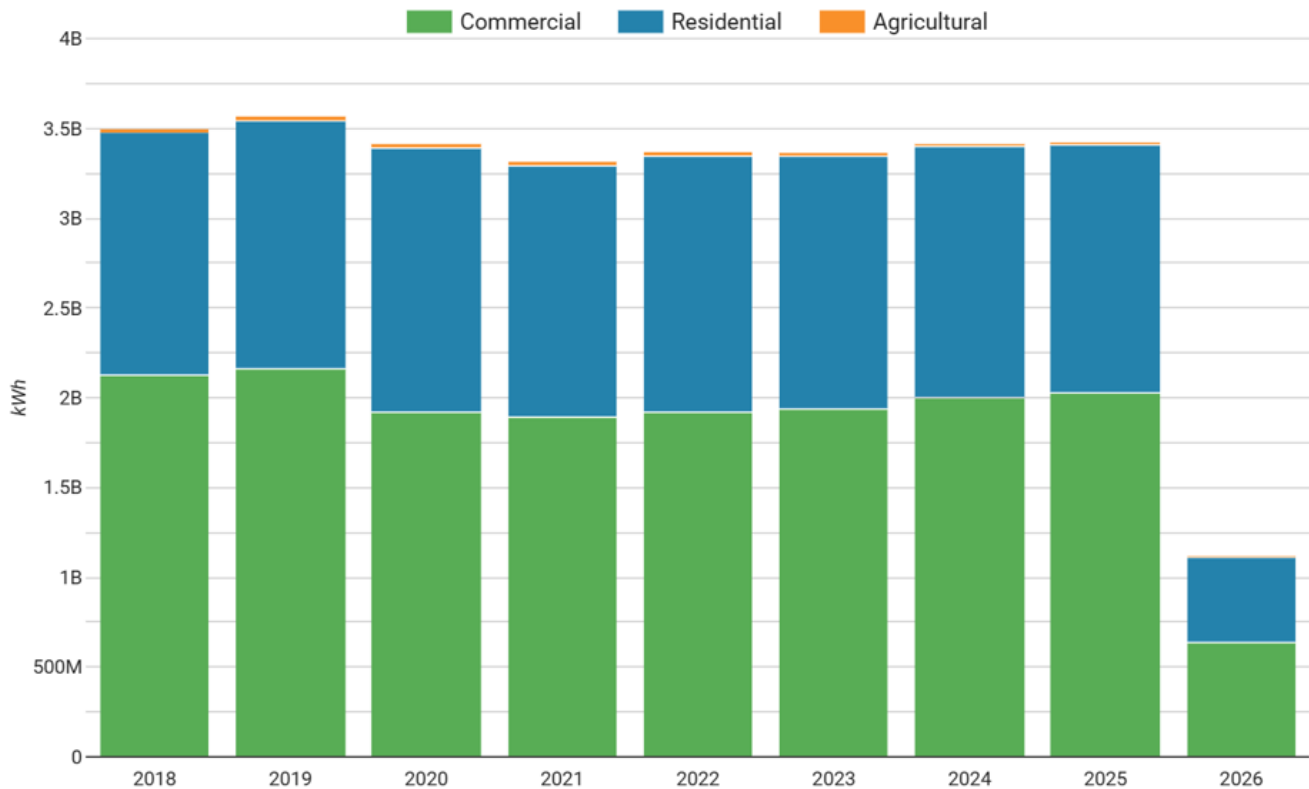
Key Accounts

This summer, key accounts will begin to receive historical and future cost and savings reports based on their own historical usage details. This report will be shared through their Key Account Manager, either on demand or during their regular check-ins. This new service is in partnership with vendor DERNetSoft.

Additionally, PCE is planning a webinar bringing together other Bay Area CCAs to serve employees of large employers. Often times when engaging employees at customer events, we

find many employees are commuting to sister-CCA service area. Our hope is to serve both our sustainability and energy leads at our key accounts as well as the employees commuting into our service territory from other corporate offices in the Bay Area. The group is targeting Clean Air Day (October 7th) for the webinar, and if successful, will plan to replicate it during next year's Earth Month. More information will be shared closer to the event should Board Members wish to share with city staff or community members.

Usage by Customer Type





**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: June 17, 2026
MEETING DATE: June 25, 2026
VOTE REQUIRED: None

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

BACKGROUND

This memorandum provides an overview of major political, legislative, and regulatory developments in Sacramento and Washington, D.C. that are most relevant to Peninsula Clean Energy (PCE). The California Legislature is entering its the second-house policy committee phase and policymakers in California and Washington are increasingly focused on affordability, reliability, transmission infrastructure, and growing electricity demand.

DISCUSSION

Sacramento Update: Political and Energy Policy Landscape

Affordability remains the dominant issue in California energy policy. Legislators across the political spectrum continue to express concern regarding rising electricity rates, the cumulative cost of climate and infrastructure programs, and the long-term affordability implications of electrification and load growth. At the same time, California policymakers remain committed to achieving the state's ambitious clean energy and climate goals, creating increasing pressure to identify solutions that can simultaneously improve affordability, maintain reliability, and accelerate infrastructure deployment.

Load growth has also emerged as one of the defining energy policy issues of 2026. Policymakers are increasingly focused on the implications of transportation and building electrification, artificial intelligence, data centers, advanced manufacturing, and other emerging loads. These discussions increasingly intersect with broader concerns regarding transmission planning, interconnection timelines, resource adequacy, infrastructure investment, and cost allocation.

With the Legislature now in its second-house phase, major energy bills are receiving their first hearings in the opposite house. Stakeholder negotiations are accelerating as policymakers work toward final policy committee deadlines in early July.

State budget negotiations are entering their final stages, with legislative leaders and the Governor nearing agreement on a final budget package. Despite stronger-than-expected

revenues earlier this year and the prospect of significant technology-sector initial public offerings, policymakers continue to express concern regarding California's underlying structural deficit and ongoing uncertainty surrounding federal funding. Potential reductions or delays in federal support for disaster recovery, emergency management, health, and other programs are contributing to a cautious fiscal outlook.

Discussions also continue regarding the future of Greenhouse Gas Reduction Fund (GGRF) revenues and spending priorities.

Concerns regarding future cap-and-invest revenues and competing demands for climate-related funding continue to influence broader policy discussions in Sacramento. Additional budget trailer bills and implementation legislation are expected throughout the summer.

The race to succeed Governor Gavin Newsom is beginning to influence policy discussions in Sacramento. Following the June primary, former U.S. Secretary of Health and Human Services Xavier Becerra and Republican businessman Steve Hilton advanced to the November general election. While the candidates differ significantly on climate and energy policy, both campaigns are reinforcing a broader political trend already visible in the Legislature: growing emphasis on affordability, cost containment, and the practical implementation of California's climate goals. Rather than debating how quickly California should pursue clean energy and decarbonization, policymakers are increasingly focused on how the transition can occur, how it should be paid for, and how affordability and reliability concerns should be balanced against climate objectives. Regardless of the election outcome, the governor's race is reinforcing legislative focus on electricity affordability, reliability, permitting, infrastructure development, and the pace of the clean energy transition—issues that are likely to remain central through the remainder of the 2026 legislative session and beyond.

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 utility cost drivers, transmission spending, procurement costs, and mechanisms to reduce or contain customer electricity bills.
2. **Load Growth and Infrastructure Planning:** Rapid increases in electricity demand driven by electrification, artificial intelligence, and other emerging loads are elevating concerns regarding transmission planning, procurement requirements, reliability, and cost allocation.
3. **Transmission and Interconnection Reform:** Transmission constraints and lengthy interconnection timelines are increasingly viewed as barriers to reliability, affordability, and clean energy deployment. Policymakers continue to explore reforms intended to improve long-term planning and accelerate infrastructure development.
4. **Reliability and Resource Adequacy:** Maintaining electric reliability while transitioning to a cleaner electric system remains a central policy objective. Resource adequacy, procurement flexibility, and infrastructure readiness continue to receive significant legislative and regulatory attention.
5. **Local Control and Market Structure:** Affordability-driven proposals continue to create potential tensions between centralized planning approaches and local procurement flexibility, making preservation of CCA autonomy an ongoing priority.

California Energy Legislative Policy Updates

1. Transmission Planning Reform (AB 2111 – Papan): AB 2111, jointly sponsored by PCE, Sonoma Clean Power, and the Abundance Network, continues to advance through the Legislature and passed unanimously out of Senate Energy, Utilities and Communications Committee on June 16. The bill would modernize California's transmission planning process by requiring planning agencies to evaluate a range of plausible future scenarios rather than relying primarily on a single forecast. The bill would also improve coordination among the CPUC, CEC, and CAISO and better align transmission planning with future load growth, infrastructure needs, and resource development.

Position: Co-Sponsor

Location: Referred to Senate Appropriations.

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

Position: Support

Location: Referred to Senate Energy, Utilities and Communications Committee

3. Resource Adequacy Flexibility (SB 1138 – Padilla): SB 1138, sponsored by CalCCA, would provide additional flexibility within the CPUC's Slice-of-Day Resource Adequacy framework by allowing greater hourly transactability of obligations. Supporters argue the bill could reduce unnecessary over-procurement and lower costs while maintaining reliability standards.

Position: Support

Location: Referred to Senate Appropriations.

4. Community Solar and Load Flexibility (AB 1813): AB 1813 continues to advance discussions regarding community solar and load-shaping strategies. PCE supports the bill and has emphasized the importance of maintaining implementation authority at the California Energy Commission rather than shifting responsibilities to the CPUC. Stakeholders continue to view the bill as an opportunity to improve customer participation in clean energy programs while supporting affordability and grid flexibility objectives.

Position: Support

Location: Referred to Senate Energy, Utilities and Communications Committee.

5. Home Energy Choice Act (AB 2313 – Berman): AB 2313 would allow customers to electrify homes instead of replacing aging gas service lines. PCE continues to support the bill because it may help avoid long-term investments in gas infrastructure and provide customers with additional electrification options. Discussions continue regarding language intended to address unrecovered gas system costs, and stakeholders continue working to ensure any cost-allocation provisions do not create broader precedent for future departing-load charges.

Position: Support

Location: Referred to Senate Energy, Utilities and Communications Committee

6. Affordable Housing and EV Infrastructure (AB 2748 – Quirk-Silva): AB 2748 outlines EV charging infrastructure requirements for qualifying affordable housing developments. During the legislative process, PCE worked with the bill sponsors, affordable housing advocates, the author's staff, and sister CCAs to significantly narrow AB 2748's exemption from EV-ready

building requirements for affordable housing projects. As introduced, the bill would have created a much broader and longer-lasting exemption. Through stakeholder engagement, the exemption period and sunset were both shortened, substantially limiting its impact and focusing it primarily on projects already in the development pipeline. As amended, the bill primarily provides temporary flexibility for affordable housing projects already in the development pipeline rather than creating a broad, long-term exemption from EV infrastructure requirements.

Position: No Position (Prior Concerns Addressed)

Location: Scheduled for hearing in Senate Housing Committee.

7. Resource Adequacy and Capacity Valuation Reform (AB 2266 – Schultz): AB 2266 seeks to align resource adequacy and procurement capacity valuation methodologies and streamline certain planning and reporting requirements. Stakeholders continue to debate how any future changes to capacity accreditation methodologies could affect affordability, procurement flexibility, renewable resource treatment, and cost allocation among load-serving entities. Discussions remain ongoing regarding appropriate safeguards to avoid unintended market impacts and cost shifts.

Position: Under Evaluation

Location: Referred to Senate Energy, Utilities and Communications Committee.

8. Data Centers, Large Loads, and Cost Allocation (SB 886 – Padilla): SB 886 continues to address how rapidly growing data centers and other large electrical loads should contribute to system costs and clean energy procurement requirements. Recent amendments negotiated by CalCCA significantly improved the bill. The amendments reinforce the principle that participating customers should bear the costs attributable to their interconnection and ongoing use of the electric system, help protect other customer classes from procurement-related cost shifts, and clarify that community choice aggregators remain responsible for compliance through their local governing boards. The bill also explicitly states that nothing in its provisions authorizes the CPUC to regulate the rates or terms and conditions of service offered by a CCA. As a result of these amendments, CalCCA is expected to remain neutral on the bill.

Position: Neutral (CalCCA)

Location: June 10 hearing in Assembly Utilities and Energy Committee has been postponed.

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

Federal energy policy continues to evolve amid significant political and regulatory uncertainty. While the Trump Administration remains focused on reducing regulatory burdens, expanding domestic energy production, and reassessing certain clean energy and electrification programs, bipartisan concern regarding electricity affordability, reliability, infrastructure development, and growing power demand continues to drive policymaking. Increasing electricity consumption associated with artificial intelligence, data centers, manufacturing, and electrification is creating new urgency around transmission, resource adequacy, permitting reform, and grid modernization.

Top Issues Driving Federal Energy Policy

1. Electricity Demand Growth and Data Centers: The rapid growth of artificial intelligence, data centers, advanced manufacturing, and electrification is reshaping federal energy policy discussions. Policymakers, regulators, utilities, and grid operators are increasingly focused on how to accommodate significant new electricity demand while maintaining reliability and ensuring that infrastructure costs are allocated fairly.

2. **Affordability and Consumer Costs:** Energy affordability remains a bipartisan concern. Federal policymakers continue to evaluate how energy, infrastructure, and environmental policies affect household and business costs, particularly as electricity demand grows and inflationary pressures persist.
3. **Domestic Energy Production and Infrastructure Development:** The Administration and Congress continue to emphasize domestic energy production, permitting reform, transmission development, and infrastructure expansion as strategies to support economic growth, energy security, and reliability.
4. **Regulatory Reform and Federal Program Uncertainty:** Federal agencies continue to review and revise existing regulations and program requirements, creating uncertainty for states, utilities, and clean energy developers. This dynamic is particularly evident in federal electrification, rebate, and climate-related programs.
5. **Cybersecurity and Critical Infrastructure Protection:** Growing concerns regarding cybersecurity, artificial intelligence, and critical infrastructure resilience are increasing federal attention on electric system security and risk management.

Federal Energy Legislative and Regulatory Policy Updates

1. **Energy Affordability and Consumer Assistance:** Congress continues to demonstrate bipartisan support for energy affordability programs. House appropriators recently proposed a modest increase in funding for the Low Income Home Energy Assistance Program (LIHEAP), despite prior Administration proposals to eliminate the program. The action suggests continued congressional support for targeted energy bill assistance even amid broader budget pressures.
2. **Electrification and Federal Incentives:** The U.S. Department of Energy recently revised guidance governing the High-Efficiency Electric Home Rebate (HEEHR) program, limiting the use of rebates for certain gas-to-electric appliance replacements. The change reflects a broader reassessment of federal electrification programs and may affect implementation of building electrification initiatives nationwide.
3. **Data Centers, Artificial Intelligence, and Grid Planning:** Federal regulators continue to focus on the implications of artificial intelligence and data center growth. FERC is expected to advance additional work related to large-load interconnection, transmission planning, and cost allocation. Similar to discussions occurring in California, federal policymakers are increasingly focused on ensuring that rapidly growing loads contribute appropriately to infrastructure and reliability costs.
4. **Geothermal and Firm Clean Energy Resources:** Congress recently advanced a package of geothermal energy bills with broad bipartisan support. The legislation reflects growing interest in firm, carbon-free resources that can support reliability objectives while advancing clean energy goals.
5. **Transmission and Permitting Reform:** Congress continues to explore potential transmission and permitting legislation as policymakers seek to address growing electricity demand and infrastructure constraints. Proposals under discussion include reforms related to transmission planning, interregional transmission development, generator interconnection, grid-enhancing technologies, and federal permitting processes. While there appears to be growing bipartisan

recognition that transmission expansion is necessary to support reliability, affordability, and economic growth, disagreements remain regarding federal siting authority, state authority, and cost allocation.

6. California Clean Air Act Waivers: The Environmental Protection Agency recently transmitted four additional California Clean Air Act waiver actions to Congress under the Congressional Review Act, including actions related to California's remaining Advanced Clean Cars I requirements. These developments reflect ongoing federal-state tensions regarding California's authority to establish vehicle emissions standards and may influence future debates regarding transportation electrification and state climate authority.

7. Offshore Wind and Renewable Energy Policy: Recent developments include reports that the Trump Administration is withdrawing its appeal related to the offshore wind permitting moratorium, while congressional discussions continue regarding permitting reform and renewable energy project approvals. At the same time, federal courts recently struck down certain IRS guidance governing solar and wind tax credit eligibility, providing a limited near-term victory for renewable energy developers.

Overall Strategic Takeaways for PCE

1. Affordability remains the dominant energy policy issue in both Sacramento and Washington.
2. Rapid electricity demand growth is emerging as one of the defining energy policy challenges of the decade.
3. Policymakers are increasingly focused on who pays for new infrastructure and how costs should be allocated.
4. Transmission planning, permitting reform, and infrastructure deployment are gaining support as reliability and affordability priorities.
5. Federal support for electrification programs remains uncertain and may continue to evolve.
6. Cybersecurity and critical infrastructure protection are becoming increasingly important components of energy policy.
7. Preserving local procurement flexibility and customer value remains critical as policymakers respond to affordability and reliability concerns.

ATTACHMENTS:

[June 2026 Bill Matrix - Final.pdf](#)
[PCE LOS AB 1813 - SEUC -- Final.pdf](#)

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 1761 (Rogers) PCIA Data Transparency	This bill would require the PUC to ensure that all data relied on in any decision or ruling, or in any proposal or analysis provided by an IOU, the PUC's staff, or any other party, for the determination or application of a calculation methodology for the PCIA is made available to load-serving entities and ratepayer advocates on behalf of customers.	Scheduled for June 30 hearing in Senate Energy, Utilities & Communications Committee	Support	Sponsor	This is CalCCA's sponsored legislation to increase data transparency on PCIA inputs.
AB 1787 (Schultz) Option Dynamic Rate Tariff	Existing law requires that the rate component be a nonbypassable element of the local distribution service. This bill would require the PUC to require an IOU, if the PUC approves the IOU's request to upgrade its smart meter infrastructure, to offer all its customers at least one dynamic rate option no later than one year after the upgraded smart meter is anticipated to be placed into service.	Scheduled for June 24 hearing in Senate Energy, Utilities & Communications Committee		Oppose	
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,	Dead - Held in Assembly Appropriations and			

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	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.				
AB 2111 (Papan) Transmission Planning	Existing law requires the PUC, in consultation with the CEC, 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 by region, to allow the ISO to identify and approve transmission facilities needed to interconnect resources. This bill would require the PUC, CEC, and ISO on or before January 1, 2028, to incorporate uncertainty into their planning efforts.	To be heard in Senate Appropriations Committee Passed Senate Energy, Utilities & Communications Committee Unanimously	Co-Sponsor	Support	PCE is co-sponsoring the bill along with Sonoma Clean Power and the Abundance Network
AB 2234 (Papan) CEQA: Geothermal Exploratory Projects	The California Environmental Quality Act (CEQA) requires a lead agency, 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. Existing law establishes the Geologic Energy Management Division in the Department of	To be heard in Senate Environmental Quality Committee and Senate Energy, Utilities & Communications Committee			This bill is sponsored by Sonoma Clean Power. A similar version of this bill was

Status of 2026 Legislative Session Bills

As of June 17, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	Conservation. Existing law requires the division to be the lead agency for all geothermal exploratory projects for purposes of CEQA. 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, for purposes of CEQA.				vetoed by the Governor in 2025.
AB 2266 (Schultz) Resource Adequacy and Procurement Planning	This bill would streamline certain CPUC reporting requirements related to resource adequacy (RA), integrated resource planning (IRP), and renewable procurement programs. It would also require the CPUC to use a single capacity valuation methodology when setting resource adequacy and procurement requirements beginning in 2030.	Scheduled for June 24 hearing in Senate Energy, Utilities & Communications Committee		Support if Amended	CalCCA, PCE and other CCAs have submitted amendments to help prevent cost shifts among load-serving entities, ensure the capacity valuation methodology does not favor or disadvantage particular resource types, and improve the bill's reporting and implementation provisions.

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 2313 (Berman) Home Energy Choice Act	This bill, the Home Energy Choice Act, would require the PUC to require each gas IOU 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 PUC, 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.	Scheduled for June 30 hearing in Senate Energy, Utilities & Communications Committee	Support	Support	Co-sponsored by Earthjustice and NRDC
AB 2369 (Rogers) Energy-Only Resources	This bill would additionally require each IOU, ESP provider, and CCA to maintain energy storage adequate to meet its load requirements.	Scheduled for June 30 hearing in Senate Energy, Utilities & Communications Committee		Support	Sponsored by Sonoma Clean Power
AB 2383 (Zbur) Large Energy Use Facilities	This bill would require the PUC, 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 (data centers) that is separate and distinct from classifications of service for other commercial or industrial retail electricity	Scheduled for June 24 hearing in Senate Energy, Utilities & Communications Committee		Neutral	CalCCA was in an Oppose Unless Amended position but successfully negotiated amendments to move to neutral

Status of 2026 Legislative Session Bills

As of June 17, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	consumers and has its own rate schedule, as specified.				
AB 2493 (Petrie-Norris)	Existing law requires the PUC, 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 an IOU 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 PUC to require each IOU to retain an independent third-party auditor to review certain transmission- and interconnection-related submissions made by the IOU.	Scheduled for June 24 hearing in Senate Energy, Utilities & Communications Committee			
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 for eligible food banks, and home insulation financial assistance programs. Under existing	Dead – Held in Assembly Appropriations	Oppose		Also opposed by MCE and San Diego Clean Power

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	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.				
AB 2748 (Quirk-Silva) Affordable Housing Exemption from EV Charging Readiness Requirement	This bill would exempt a new or existing 100% affordable housing development, for which a permit application is submitted between January 1, 2025, and December 31, 2030, from the requirements for installation of low power Level 2 or higher electric vehicle charging receptacles in the 2025 California Green Building Standards Code and instead, require those affordable housing developments to comply with the applicable in the 2022 edition of the California Building Standards Code.	Waiting to be heard in Senate Housing Committee	Neutral		PCE, SJCE and SVCE previously submitted a letter of concern but have moved to neutral as, after PCE staff had discussions with the sponsors, the bill was amended in Assembly Appropriations Committee to reduce the Sunset to five years.

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 222 (Wiener) Residential Heat Pump Systems: Water Heaters and HVAC: Permit Streamlining	This bill voids any policy in the governing documents of a HOA that would prevent replacing a gas appliance with an electrical appliance and specifically voids any covenants or other instruments that effectively prohibit the installation of residential heat pump systems. This bill also requires specified streamlining of local permitting for residential heat pump systems.	Scheduled for June 24 hearing in Assembly Housing Committee. The bill also must be heard by the Assembly Local Government Committee			This bill is co-sponsored by SPUR, Bay Area Air District, and Building Decarb Coalition
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.	To be heard in Assembly Appropriations Committee			
SB 886 (Padilla) Data Center Rates	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, the California Technology Innovation and Ratepayer Protection Act, would require the PUC, on or before July 1, 2027, to establish a rate structure that includes an electrical corporation tariff for	Scheduled for June 24 hearing in Assembly Utilities & Energy Committee		Neutral	CalCCA negotiated amendments and moved from Oppose Unless Amended to Neutral

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	the interconnection of participating customer facilities (data centers)				
SB 905 (Becker) Affordability	This bill would require the PUC, for each IOU, 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.	Scheduled for June 24 hearing in Assembly Utilities & Energy Committee			
SB 913 (Becker) RA: Aggregated Distributed Capacity Resources	Existing law requires the PUC, in consultation with the ISO, to establish resource adequacy (RA) requirements for all IOUs, ESPs, and CCAs. This bill would require the PUC, in coordination with the CEC and the ISO, on or before June 30, 2027, to enhance existing market-integrated pathways for aggregated distributed capacity resources, to qualify as resource adequacy capacity consistent with the PUC's requirements for aggregated distributed capacity resources.	Scheduled for June 24 hearing in Assembly Utilities & Energy Committee			
SB 943 (Becker) Industrial Customers Transmission Charges	This bill would authorize changes to IOU rates to support electrification of industrial heat by capping volumetric surcharges for large commercial or industrial customers with new load on or after January 1, 2027, including through thermal energy storage systems	To be heard in Assembly Appropriations Committee			
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	Dead – Held in Senate			This bill is being amended so that data center tariffs

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	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.	Appropriations Committee			created, pursuant to the bill, only include distribution and transmission costs and not generation costs associated with serving a data center.
SB 1138 (Padilla) Resource Adequacy Transactability	This bill requires the PUC to authorize load-serving entities (LSEs) to meet not more than 25% of their resource adequacy (RA) requirements by trading energy capacity with other LSEs.	To be heard in Assembly Appropriations Committee Passed Assembly Utilities & Energy Committee on Consent	Support	Sponsor	This is CalCCA's second sponsored bill of the session. The bill passed the Assembly Utilities & Energy Committee on Consent
SB 1215 (Cortese)	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	Dead – Held in Senate Appropriations Committee			

Status of 2026 Legislative Session Bills

As of June 17, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
IOU EV Charging at Multifamily Properties	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.				
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	Dead – Held in Senate Appropriations Committee			

**Status of 2026 Legislative Session Bills
As of June 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	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.				



June 9, 2026

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

Re: AB 1813 (Ward) – SUPPORT

Dear Senator Allen,

On behalf of Peninsula Clean Energy (PCE), I write in support of AB 1813 (Ward), a measure that seeks to expand access to the benefits of local clean energy and energy storage for those Californians who cannot install onsite solar.

PCE is a Community Choice Aggregator serving approximately 800,000 electricity customers in San Mateo County and the City of Los Banos in Merced County. We are committed to advancing affordable, reliable, and equitable clean energy solutions that help California meet its climate goals while delivering tangible benefits to the communities we serve.

One of the persistent challenges in California's clean energy transition is ensuring that renters, residents of multifamily housing, and low-income households have meaningful access to the benefits of renewable energy. While rooftop solar has provided substantial value for many customers, a significant portion of Californians are unable to participate because they do not own their homes or lack suitable roof space. AB 1813 helps address this gap by creating a pathway for customers to subscribe to locally sited renewable energy and storage projects and receive bill benefits from those resources.

PCE is particularly encouraged by the bill's focus on serving low-income customers and disadvantaged communities. By requiring substantial program participation from low-income households and supporting projects that are paired with energy storage, AB 1813 can help ensure that the benefits of California's clean energy investments are shared more broadly while supporting grid reliability and local resource development.

The bill also directs state agencies to evaluate and recognize the load-modifying value of community renewable energy resources with storage. Properly valuing resources that can reduce peak demand, support local reliability needs, and provide clean energy when it is most needed will help California build a more resilient and cost-effective electricity system.

As California works to electrify transportation, buildings, and industry while maintaining affordability, policymakers should pursue solutions that expand access to clean energy, reduce barriers to participation, and encourage the development of local renewable resources. AB 1813 represents an important step toward achieving those goals.

For these reasons, Peninsula Clean Energy respectfully supports AB 1813 and we thank the author for his continued leadership on this issue.

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

Sincerely,

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

Ms. Shawn Marshall

Chief Executive Officer
Peninsula Clean Energy



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 4, 2026

MEETING DATE: June 25, 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 05 20 - CA Community Power - GM Board Report.pdf](#)

California Community Power

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

TO: Board of Directors and Alternates **DATE:** 5/22/26
FROM: Alex Morris – General Manager
SUBJECT: **Report on Regular Board of Directors Meeting – May 20, 2026**

The California Community Power (CC Power) Board of Directors held a meeting on May 20, 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:

- **Consent Agenda:** The Board approved the following items:
 - Minutes of the Regular Board Meeting held on April 22, 2026.
 - Receipt of Q1 2026 Financial Statements (unaudited).
- **Regular Agenda Items:**
 - **Public Hearing for Consideration of Draft Recommended 2026-2027 Work Plan and Budget (Resolution 26-05-01), Including the Draft Recommended 2026-2027 Tumbleweed Project Annual Budget (Resolution 26-05-02):** The Board approved CC Power's Annual Budget and Invoicing Plan for Fiscal Year 2026-2027. This budget includes \$24.6M in spending offset by a forecast \$5.1M in CAISO market-revenues from power projects, for a net total expenditure of \$19.5M. Of the expenditures, the budget separates passthrough spending of \$20.3M, based on already approved power project contracts, from a \$4.3M Operating Budget. The Operating Budget includes costs for new project research and negotiation, power-project contract operating costs, and General and Administrative (G&A) work. To provide new power project deal opportunities of interest to members, scopes and cost-estimates for an array of new project pursuits accompanies the budget.

The board also approved the 2026-2027 Tumbleweed Energy Storage Project Annual Operating Budget, which is part of the overall Budget. The Tumbleweed Project is the first of its kind 8-hour long-duration battery storage project coming online in California (June 2026). CC Power has seven member-CCAs participating in this joint project.
 - **Strategic Plan Development and Implementation:** The Board received an update on development of the 2026–2030 Strategic Plan, which will guide CC Power's efforts to originate, offer, and manage joint projects for member CCAs across four Board-approved strategic priorities: 1) joint solicitation, procurement, and contract management for complementary and targeted wholesale power resources; 2)

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

evaluation and potential procurement of emerging, higher-risk, and nontraditional technologies; 3) evaluation, potential acquisition, and ongoing ownership of power assets; and 4) ongoing contract management and project execution for joint-action efforts. The draft plan outlines implementation activities for each priority, including guiding principles, goals and outcomes, needed competencies, and related considerations. The Board discussed the draft and provided feedback for refinement. Staff will continue working with each member CCA to refine the plan and will return later this year with an updated version for further Board review and potential adoption.

- **Recognition of Barbara Hale for Service to CC Power (Resolution 26-05-03):** The Board approved a resolution recognizing the efforts and contributions of Director Barbara Hale, CleanPowerSF, to CC Power and the community choice aggregation (CCA) community. The General Manager and Board members spoke in appreciation of Director Hale's longstanding and substantial efforts to establish and further CleanPowerSF and the CCA movement in California and wished her well as she retires in June 2026.
- **General Manager Report:** The Board was briefed on 1) Project Opportunity Notices (PONs) for joint-project origination and pursuit (Phase 2) that were recently issued or will be issued soon to its members, 2) financial updates, 3) upcoming dates for Board or other events, and 4) General Manager activity that listed the agreements executed by the General Manager.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 4, 2026

MEETING DATE: June 25, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Brianna Arroyo, Deputy Clerk

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: June 4, 2026

MEETING DATE: June 25, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

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

Mutual Termination and Release Agreement

This Mutual Termination and Release Agreement ("Termination Agreement"), effective as of the last dated signature on the signature page hereto ("Termination Date"), is entered into by and between Peninsula Clean Energy Authority, a California joint powers authority ("Buyer"), and Marin Clean Energy, a California joint powers authority ("Seller").

WHEREAS, Seller and Buyer are parties to that certain WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1), dated as of November 29, 2021 ("Contract"). Capitalized terms not defined herein shall have the meanings ascribed in the Contract.

WHEREAS, the Parties agree to (i) terminate the Contract in accordance with this Termination Agreement, and (ii) enter into a Replacement WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1) ("Replacement WSPP Confirmation") simultaneously with the termination of the Contract in respect of the purchase and sale of the Product.

WHEREAS, Seller and Buyer desire to terminate the Contract in accordance with the terms of this Termination Agreement and completely release each Party from all obligations and liabilities thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Termination Agreement and the Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Contract. Notwithstanding anything set forth in the Contract to the contrary, Seller and Buyer hereby acknowledge that, effective as of the Termination Date, the Contract is hereby terminated and is of no further force and effect, shall be null and void, and neither Party shall have any rights, obligations or liabilities under the Contract. For the avoidance of doubt, neither Party shall have any rights, obligations or liabilities under the Contract with respect to Product generated in the 2026 calendar year, which Product shall be subject to the Replacement WSPP Confirmation.

2. Mutual Release. Each of Seller and Buyer, on behalf of itself and each of its affiliates and each of their respective successors, assigns, officers, directors, shareholders, members, agents and representatives (collectively, "Releasing Parties") hereby fully, finally, irrevocably and unconditionally releases, acquits and forever discharges the other party and each of its affiliates and each of their respective successors, assigns, officers, directors, partners, general partners, limited partners, managing directors, members, stockholders, trustees, shareholders, representatives, employees, principals, agents, affiliates, parents, subsidiaries, predecessors, successors, assigns, beneficiaries, heirs, executors, personal or legal representatives, insurers and attorneys (collectively, "Released Parties") from any and all commitments, actions, debts, claims, counterclaims, suits, causes of action, damages, demands, liabilities, obligations, costs, expenses, and compensation of every kind and nature whatsoever, past, present, or future, at law or in equity, for or because of any matter or thing done, omitted, or suffered to be done by any of the Parties, whether contingent or otherwise, which such Releasing Parties, or any of them, had, has, may have had at any time in the past until and including the date of this Termination Agreement against the Released Parties, or any of them, which relate to or arise out of the Contract (collectively, "Released Claims"). The Released Claims shall include any and all Claims that any Party does not know or suspect to exist in its favor as of the Termination Date which arise in respect of or relate in any way to the Contract or the termination of the Contract, which, if known by it, might have affected its decision(s) with respect to this Termination Agreement (the "Unknown Claims"). With respect to any of the Released Claims and any of the Unknown Claims, upon the execution of this Termination Agreement, the Parties shall have expressly waived any or all provisions, rights and benefits, conferred by any law of any state or territory of the United States or

principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Each of the Parties acknowledges that it may hereafter discover facts in addition to or different from those that it knows or believes to be true with respect to the subject matter of this Termination Agreement, but it is its intention to fully and finally settle and release the Released Claims, including the Unknown Claims, notwithstanding the discovery or existence of any such additional or different facts.

3. Governing Law and Venue. This Termination Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of law principles. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Termination Agreement shall be brought in the federal courts of the United States or, if such federal courts refuse jurisdiction notwithstanding the Parties' agreement, then in the courts of the State of California, in either case sitting in the County of San Mateo, California.

4. Binding Effect. This Termination Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and permitted assigns.

5. Counterparts. This Termination Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Termination Agreement, and any amendments hereto, to the extent signed and delivered by means of electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. Severability. Any provision of this Termination Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable Law, the parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

7. Further Assurances. The undersigned shall deliver and execute such further instruments and agreements as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

8. Entire Agreement. This Termination Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof.

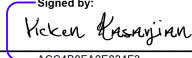
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly executed on the date first written above.

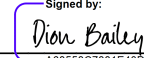
Peninsula Clean Energy Authority

By: _____
Name:
Title:
Date:

Marin Clean Energy

By:  _____
Signed by:
ACC4B8FA2E834F3
Name: Vicki Kasarjian
Title: COO
Date: 5/21/2026

Marin Clean Energy

By:  _____
Signed by:
A6B558C7881E40D
Name: Dion Bailey
Title: Technical Committee Chair
Date: 5/22/2026