

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

**Thursday, February 26, 2026
6:30 pm**

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

In-Person Meeting Locations:

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

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

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

Public Participation

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

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

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

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

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

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

ADA Requests

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

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

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

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

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. [Approval of the PCE Joint Powers Authority Agreement Weighted Voting Shares Allocation for 2026](#)
2. [Approval of Minutes from the January 22, 2026 Board of Directors Meeting](#)

REGULAR AGENDA

3. Chair Report (Discussion)
4. [CEO Report \(Discussion\)](#)
5. [Briefing on Peninsula Clean Energy's Green Access Program \(Discussion\)](#)
6. [First Amendment to the Interim Resource Contract with Marin Clean Energy for the Green Access Program Increasing the Not to Exceed Amount to \\$11.5M and Extending the Term through December 31, 2030 \(Action\)](#)
7. [Selection of Board of Directors Chair and Vice Chair \(Action\)](#)
8. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

9. [February 2026 Legislative Policy Overview](#)
10. [Energy Supply Procurement Quarterly Update](#)
11. [Regulatory Policy Team Quarterly Update](#)

12. [Report on California Community Power \(CCP\) Joint Powers Authority](#)
13. [Acronym List](#)
14. [Social Media FAQ's](#)

ADJOURNMENT

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

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

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

Options for Joining

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

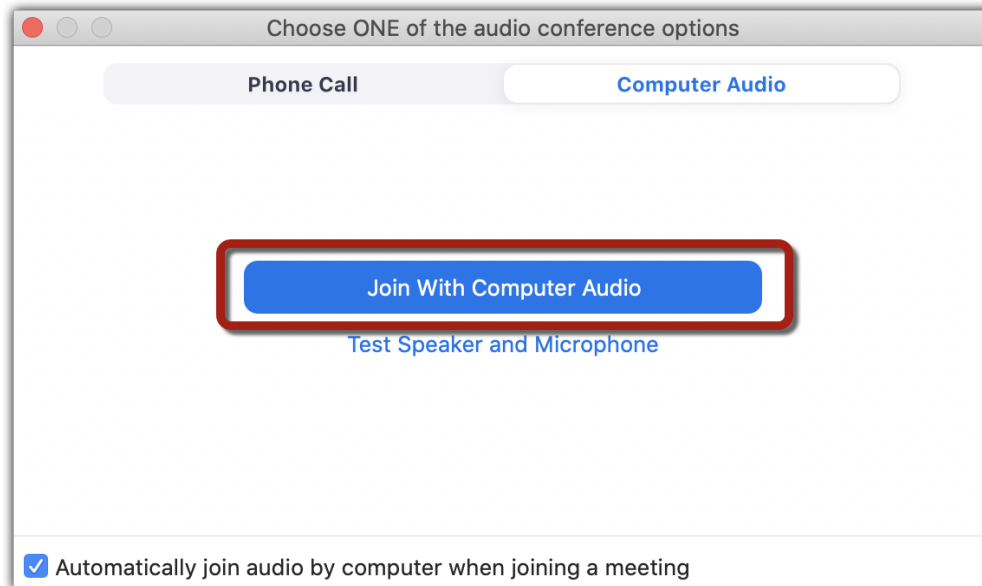
Videoconference Options:

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

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

Option 1 Videoconference with Computer Audio:

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



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

Option 2 Videoconference with Phone Call Audio

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

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

Choose ONE of the audio conference options

Phone Call Computer Audio - Connected

Country/Region United States

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

Meeting ID 827 7284 3517

Participant ID

Passcode 2075

- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 followed by #.**
- You will be instructed to enter in your participant ID. Your participant ID is unique to you and is what connects your phone number to your Zoom account.
- After a few seconds, your phone audio should be connected to the Zoom application on your computer.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

Audio Only Options:

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

Option 3: Calling in via Telephone/Landline:

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 6, 2026
MEETING DATE: February 26, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Masha Doubrovskaja, Account Services Analyst and Leslie Brown, Director of Account Services

SUBJECT: Approval of the PCE Joint Powers Authority Agreement Weighted Voting Shares Allocation for 2026

RECOMMENDATION

Approve recalculated weighted voting shares for 2026 based on member agencies' 2025 annual energy consumption.

BACKGROUND

As the Board is aware, the Joint Powers Authority (JPA) Agreement creating Peninsula Clean Energy includes a "weighted" voting option. The voting procedure is as follows: votes are first taken by simple majority vote. Voting automatically ends if the majority votes against an agenda item. However, if there is a majority vote for approval of an agenda item, a "weighted" vote by shares can be called by any Board member.

Weighted votes are covered by Section 3.7 of the JPA Agreement:

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

Specifically, sections 3.7.1, 3.7.2, 3.7.3 and 3.7.4 state the following:

3.7.1 Voting Shares. Each Director shall have a voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 100.

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

and D and adjustments shall be approved by the Board.

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

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

If, pursuant to the weighted vote of the present members, the item is rejected or approved, the weighted vote prevails. In other words, the weighted vote can serve as a possible veto of the simple majority vote.

DISCUSSION

Pursuant to JPA requirements, staff has updated the weighted voting shares of each member based on 2025 PCE energy use to member jurisdictions. Staff then prepared revised Exhibits C and D to be attached to Peninsula Clean Energy's JPA Agreement. The JPA states that the values for Annual Energy Use will be designated in Exhibits C and D and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments require approval by the Board. Exhibit C Voting Shares, based on annual energy usage, was last updated and approved by the Board on February 27, 2025.

The table below includes the weighted shares for each service territory or member of the JPA based on data sourced from billing data provided by PCE's Data Management Provider, Calpine Energy Solutions, based on billing records for 2025. Staff is requesting Board approval of this revised schedule. Last year's voting Shares table is included for reference as well:

2026 Peninsula Clean Energy Voting Shares Distribution

Twelve Months Ended December 2025	
Service Territory	Distribution Weight (%)
SO SAN FRANCISCO INC	14.17%
SAN MATEO INC	12.39%
REDWOOD CITY INC	12.32%
MENLO PARK INC	7.43%
DALY CITY INC	7.03%
UNINC SAN MATEO CO	6.06%
FOSTER CITY INC	5.36%
BURLINGAME INC	4.95%
SAN CARLOS INC	4.39%
SAN BRUNO INC	4.02%
LOS BANOS INC	3.29%

MILLBRAE INC	2.67%
PACIFICA INC	2.63%
BELMONT INC	2.34%
BRISBANE INC	2.15%
ATHERTON INC	1.85%
EAST PALO ALTO INC	1.73%
HILLSBOROUGH INC	1.58%
HALF MOON BAY INC	1.25%
WOODSIDE INC	1.24%
PORTOLA VALLEY INC	0.60%
COLMA INC	0.56%
Total	100%

2025 Peninsula Clean Energy Voting Shares Distribution

Twelve Months Ended December 2024	
Service Territory	Distribution Weight (%)
REDWOOD CITY INC	12.66%
SO SAN FRANCISCO INC	12.63%
SAN MATEO INC	12.35%
MENLO PARK INC	7.86%
DALY CITY INC	7.12%
UNINC SAN MATEO CO	6.30%
FOSTER CITY INC	5.51%
BURLINGAME INC	5.40%
SAN CARLOS INC	4.47%
SAN BRUNO INC	3.78%
LOS BANOS INC	3.64%
PACIFICA INC	2.72%
BELMONT INC	2.45%
MILLBRAE INC	2.20%
BRISBANE INC	2.06%
ATHERTON INC	1.82%
EAST PALO ALTO INC	1.78%
HILLSBOROUGH INC	1.60%
HALF MOON BAY INC	1.33%
WOODSIDE INC	1.13%
PORTOLA VALLEY INC	0.64%
COLMA INC	0.55%
Total	100%

ATTACHMENTS:

[Item 03.3 - Draft - JPA Voting Shares Exhibits_C_and_D.docx](#)

RESOLUTION NO. _____

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

**APPROVAL OF THE PCE JOINT POWERS AUTHORITY AGREEMENT WEIGHTED
VOTING SHARES ALLOCATION FOR 2026**

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

WHEREAS, the Joint Powers Authority Agreement creating Peninsula Clean Energy Authority includes a weighted voting option; and

WHEREAS, the voting share allocation shall be updated annually based on energy sales; and

WHEREAS, Peninsula Clean Energy Authority staff has re-calculated the weighted voting allocation based on 2025 PCE energy sales to member jurisdictions.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board adopt the updated voting shares allocation and replace the existing Exhibit C to the Joint Powers Authority Agreement with the revised Exhibit C prepared by Peninsula Clean Energy staff and attached hereto.

Exhibit C
Annual Energy Use and Voting Shares

ANNUAL ENERGY USE WITHIN PENINSULA CLEAN ENERGY JURISDICTIONS AND VOTING SHARES	
Twelve Months Ended December 2025	
<u>Party</u>	<u>Voting Share</u>
SO SAN FRANCISCO INC	14.17%
SAN MATEO INC	12.39%
REDWOOD CITY INC	12.32%
MENLO PARK INC	7.43%
DALY CITY INC	7.03%
UNINC SAN MATEO CO	6.06%
FOSTER CITY INC	5.36%
BURLINGAME INC	4.95%
SAN CARLOS INC	4.39%
SAN BRUNO INC	4.02%
LOS BANOS INC	3.29%
MILLBRAE INC	2.67%
PACIFICA INC	2.63%
BELMONT INC	2.34%
BRISBANE INC	2.15%
ATHERTON INC	1.85%
EAST PALO ALTO INC	1.73%
HILLSBOROUGH INC	1.58%
HALF MOON BAY INC	1.25%
WOODSIDE INC	1.24%
PORTOLA VALLEY INC	0.60%
COLMA INC	0.56%
Total	100.00%



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 20, 2026
MEETING DATE: February 26, 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 January 22, 2026 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the January 22, 2026 Board of Directors Meeting.

ATTACHMENTS:

[01-22-2026 BOD Draft Minutes.pdf](#)

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

Thursday, January 22, 2026
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER **YouTube**

Meeting was called to order at 6:31 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby and in the Los Banos City Hall conference room A.

SWEARING IN OF NEW BOARD MEMBERS **YouTube**

Jennifer Stalzer, General Counsel, presided over the swearing in ceremony of new Board Member Noelia Corzo representing San Mateo County.

ROLL CALL **YouTube**

Participating:

Noelia Corzo, San Mateo County
Ray Mueller, San Mateo County
Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Chair*
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
Patrick Jonsson, Half Moon Bay
Leslie Ragsdale, Hillsborough
Betsy Nash, Menlo Park
Anders Fung, Millbrae
Elmer Martinez Saballos, Redwood City
Marty Medina, San Bruno, *Vice Chair*
John Dugan, San Carlos
Adam Loraine, San Mateo
James Coleman, South San Francisco
Hassan Aburish, Woodside

Absent:

Mark Dinan, East Palo Alto
Stacy Jimenez, Foster City
Michael Amabile, Los Banos
Christine Boles, Pacifica
Craig Taylor, Portola Valley

A quorum was established.

PUBLIC COMMENT **YouTube**

None

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS **YouTube**

Public Comment: None

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

1. Approval of an Amendment to Increase the Comprehensive Agreement with Keyes & Fox LLP by \$60,000 for an Amount Not-to-Exceed \$411,000 through May 22, 2026
2. Authorize Program Spending in an Amount Not-to-Exceed \$750,000 in Customer Incentives with ChargeLink as part of PCE's EV Ready Program
3. Approval of the Establishment of a Purchasing Agent for Peninsula Clean Energy Pursuant to Government Code Section 25500, Delegation of Purchasing Agent Authority to the Chief Executive Officer, and Amendments to Policy 14 to Reflect the Same.
4. Approval of the 2026 Legislative and Regulatory Policy Platform
5. Approval of Minutes from the December 18, 2025 Board of Directors Meeting.

MOTION PASSED: 18-0 (Absent: East Palo Alto, Foster City, Los Banos, Pacifica, Portola Valley)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan				X
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles				X
Portola Valley	Director Taylor				X
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish	X			
	Total	18			5

REGULAR AGENDA

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

Chair Colson gave a report noting that the Ad Hoc Nominating Committee members will be Director Colson, Director DeGolia and Director Nash.

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

Shawn Marshall, Chief Executive Officer, gave a report that highlighted key agency updates, including welcoming new board members, announcing the first Community Feedback Forum in March, an update on the 10-year anniversary and rebranding effort, and signing the new office lease. She also outlined board expectations and governance priorities, along with planned 2026 Board education opportunities.

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

8. [Presentation on PCE's 2026 Agency Goals \(Discussion\)](#) [YouTube](#)

Shawn Marshall, Chief Executive Officer, gave a presentation on the agency goals for 2026. Sara Maatta, Senior Manager, Power Resources, and Shalini Swaroop, Chief Operating Officer, answered questions from the Board.

9. [Approval of two Resolutions Relating to California Community Power \(CC Power\) that:](#)

[A\) Directs the Chief Executive Officer to Vote, as a Director on the CC Power Board of Directors, to Approve the Resource Adequacy and TB4 Agreement Between CC Power and GEM A-CAES LLC and any Necessary Ancillary Documents for the Willow Rock Energy Storage Center Project with a Delivery Term of Twenty \(20\) Years Starting at the Commercial Operation Date on or About December 31, 2030, and;](#)

[B\) Delegates Authority to the Chief Executive Officer to execute the Following Agreements and any Necessary Ancillary Documents, for the Willow Rock Energy Storage Center Project, in an Amount Not-to-Exceed \\$99 Million: i\) Project Participation Share Agreement Between Peninsula Clean Energy Authority, CC Power, and Other Participating Community Choice Aggregators; and ii\) Buyer Liability Pass-Through Agreement Between Peninsula Clean Energy Authority, CC Power, and GEM A-CAES LLC \(Action\)](#)



Sara Maatta, Senior Manager, Power Resources, gave a presentation on the two Resolutions relating to CC Power.

Public Comment: None

MOTION: Director Dugan moved, seconded by Director Corzo to:

A: Approve resolution directing the Chief Executive Officer to vote, as a director on the California Community Power Board of Directors, to approve the Resource Adequacy and TB4 Agreement between California Community Power and GEM A-CAES LLC and any necessary ancillary documents for the Willow Rock Energy Storage Center Project (Project) with a delivery term of twenty (20) years starting at the Commercial Operation Date on or about December 31, 2030.

MOTION PASSED: 18-0 (Absent: East Palo Alto, Foster City, Los Banos, Pacifica, Portola Valley)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan				X
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles				X
Portola Valley	Director Taylor				X
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish	X			
	Total	18			5

MOTION: Director Loraine moved, seconded by Director Daus-Magbual to:

B: Approve resolution delegating Authority to the Chief Executive Officer to execute the following Agreements and any necessary ancillary documents, for the same aforementioned Project, in an amount Not-to-Exceed \$99 Million: i) Project Participation Share Agreement (PPSA) between Peninsula Clean Energy Authority, California Power, and other Participating Community Choice Aggregators (CCAs); and ii) Buyer Liability Pass-Through Agreement (BLPTA) between Peninsula Clean Energy Authority, California Community Power, and GEM A-CAES LLC.

MOTION PASSED: 18-0 (Absent: East Palo Alto, Foster City, Los Banos, Pacifica, Portola Valley)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			

Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan				X
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles				X
Portola Valley	Director Taylor				X
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish	X			
	Total	18			5

10. [Updates to Peninsula Clean Energy Public Meetings Under Senate Bill 707, Open Meetings: Meeting and Teleconference Requirements, and the Approval of a Resolution Authorizing Teleconferencing for the Board of Directors and Authorizing Remote Participation for Subsidiary Bodies \(Action\)](#)  **YouTube**

Jennifer Stalzer, General Counsel, gave a presentation on updates to the Brown Act under Senate Bill 707.

Public Comment: None

MOTION: Director Fung moved, seconded by Director Loraine to Approve a Resolution Authorizing Teleconferencing for the Board of Directors and Authorizing Remote Participation for Subsidiary Bodies.

MOTION PASSED: 18-0 (Absent: East Palo Alto, Foster City, Los Banos, Pacifica, Portola Valley)

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

Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles				X
Portola Valley	Director Taylor				X
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish	X			
	Total	18			5

11. [Approval of Updates to Peninsula Clean Energy's Rates \(Action\)](#) **YouTube**

Justin Kudo, Associate Director of Rates and Strategic Analysis, gave a presentation on an update to Peninsula Clean Energy's rates.

Public Comment: None

MOTION: Director Coleman moved, seconded by Director Mackin to Approve staff's proposal to reduce ECOplus rates by 47% to a system average of \$0.066/kWh effective February 1, 2026, subject to a minimum rate of \$0/kWh, resulting in a net 10% discount to PG&E generation rate. Additionally, direct staff to establish a temporary \$0.016/kWh Rate Stabilization Credit for customers on the 2021 and 2022 Power Charge Indifference Adjustment (PCIA) Vintages.

MOTION PASSED: 18-0 (Absent: East Palo Alto, Foster City, Los Banos, Pacifica, Portola Valley)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan				X
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles				X

Portola Valley	Director Taylor				X
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish	X			
	Total	18			5

12. [2026 Marketing Update Regarding Rebrand and 10-Year Anniversary and Approval of an Agreement with Good Stuff Partners in an Amount Not-to-Exceed \\$788,950 with a Term Through December 31, 2026 \(Action\)](#)  **YouTube**

Gwen Rose, Director of Marketing and Community Relations, gave a presentation with an update on Peninsula Clean Energy's rebrand and 10-year anniversary plans, and an agreement with Good Stuff Partners.

Public Comment: None

MOTION: Director Ragsdale moved, seconded by Director Dugan to Receive marketing update and delegate authority to the Chief Executive Officer to finalize and execute an agreement with Good Stuff Partners in an amount not-to-exceed \$788,950 with a term through December 31, 2026.

MOTION PASSED: 18-0 (Absent: East Palo Alto, Foster City, Los Banos, Pacifica, Portola Valley)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan				X
Foster City	Director Jimenez				X
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile				X
Menlo Park	Director Nash	X			
Millbrae	Director Fung	X			
Pacifica	Director Boles				X
Portola Valley	Director Taylor				X
Redwood City	Director Martinez Saballos	X			
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			

San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish	X			
	Total	18			5

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

Chair Colson noted that Form 700s will be due soon.

ADJOURNMENT

Meeting was adjourned at 8:56 p.m.

ROLL CALL TABLE

TIME:

UNMUTE ROOM – ANNOUNCE TO BOARD
RESUME RECORDING

Wait for Chair to start meeting and ask for roll call: 6:31

“When I call your jurisdiction, please state your name”

JURISDICTION	BOARD MEMBER	PRESENT	ABSENT	ALTERNATE
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 Barragan		X	
Foster City	Director Jimenez		X	
Half Moon Bay	Director Jonsson	X		
Hillsborough	Director Ragsdale	X		
Los Banos	Director Amabile		X	
Menlo Park	Director Nash	X		
Millbrae	Director Fung	X		
Pacifica	Director Boles		X	
Portola Valley	Director Taylor		X	
Redwood City	Director Martinez Saballos	X		
San Bruno	Director Medina	X		
San Carlos	Director Dugan	X		
San Mateo	Director Loraine	X		
South San Francisco	Director Coleman	X		
Woodside	Director Aburish	X		
	Total			



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 20, 2026

MEETING DATE: February 26, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Shawn Marshall, Chief Executive Officer

SUBJECT: CEO Report (Discussion)

BACKGROUND

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

PCE In the Community

2/28	Boys & Girls Club Open House & Social, Los Banos
3/4	SMCCCD Sustainability Center Ribbon-Cutting, San Mateo County
3/4	Community Feedback Forum on Resilience, San Mateo County
3/25	Sustainable San Mateo County Sustainability Awards, San Mateo County
3/26	Multi-family Building Electrification Summit, San Mateo County
3/28	Easter Egg Hunt, Los Banos

PCE Staffing Update

Open Positions

There are currently no open positions posted at PCE.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 13, 2026

MEETING DATE: February 26, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jana Kopyciok-Lande, Director of Innovation Strategy; Stephen Campbell, Senior Analyst, Innovation Strategy

SUBJECT: Briefing on Peninsula Clean Energy's Green Access Program (Discussion)

BACKGROUND

Peninsula Clean Energy's mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions. In 2018, PCE initiated customer and community programs, which have been developed within three major pillars: Building decarbonization, transportation decarbonization and distributed energy resources (DERs). In 2024, PCE created an Innovation Strategy (IS) department with the goal of pursuing advanced energy initiatives that support and grow PCE's customer programs. One of the core goals of the IS department is to "explore business models to foster the development of front-of-the-meter distribution resources in PCE's service area" as expressed in Goal 4 of PCE's DER Framework 2025 – 2030, which was approved by this Board in April 2025. In pursuit of this goal, the Innovation Strategy department has recently assumed the administration of [PCE's Green Access Program](#), a community solar program benefitting low-income customers in PCE's service area.

"Community Solar" refers to small scale solar systems in the range of 1 – 20 MWs that are connected directly to the utility's distribution grid, and are therefore called "front of the meter (FTM) distribution resources." Customers can subscribe to the community solar project and the load serving entity (LSE) virtually assigns the clean energy benefits of the project to the customer. This is particularly beneficial to customers who would like to use 100% renewable energy but cannot install solar on their own property (e.g, because they are a renter).

FTM distribution resources such as Community Solar stand in contrast to customer-sited DERs that are connected behind the customer's meter (BTM) such as solar + storage resources installed under [PCE's Solar + Battery Savings](#) program. These are also distinct from other utility-scale FTM solar systems procured by PCE's Power Resources team that are usually connected to the transmission system and are much larger in scale. Hence, these FTM distribution resources are often referred to as "the missing middle"; i.e., resources that don't fall under either of PCE's FTM (Power Resources) or BTM (Energy Programs) frameworks. In addition, community solar projects and other distribution resources tend to be expensive as

they are usually located closer to urban centers where land availability is restricted and more costly. As a result, distribution resources have historically been underused in California's energy landscape, and they typically require a public mandate and funding stream to be built.

This briefing describes the history and context, as well as recent program modifications, of PCE's existing community solar program, the Green Access Program (also called the Disadvantaged Communities Green Tariff (DAC-GT) program in regulatory terms).

DISCUSSION

Regulatory History

In 2013, Assembly Bill (AB) 327 (Perea) directed the California Public Utilities Commission (CPUC) to develop specific alternatives designed to increase adoption of renewable generation in disadvantaged communities (DACs). A DAC is defined as a community that is among the top 25 percent of census tracts statewide as identified by the CalEnviroScreen (CES) tool, which identifies areas in California that are disproportionately affected by pollution.^[1] In June 2018, the CPUC published Decision (D.18-06-027), creating three new programs to increase access to solar for residents of DACs – the DAC Green Tariff (DAC-GT) program, the DAC Single-Family Solar Homes (DAC-SASH) program, and the Community Solar Green Tariff (CS-GT) program. Both the DAC-GT and CS-GT programs are intended to enable income-qualified, residential customers in DACs to access 100% renewable energy through a community solar project and receive a 20% discount on their electric bill.

Importantly, the CPUC authorized CCAs to offer their own DAC-GT and CS-GT programs to their customers and to request full cost recovery from the CPUC for the programs. Subsequently, PCE launched the DAC-GT program in February 2022 under the customer-facing name "Green Access Program." The CS-GT program was sunset by the CPUC in 2024 after it had been unable to effectively launch due to overly complex program rules.^[2]

Procurement of Community Solar Resources

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 customers in their respective service areas. PCE initially received an allocation of 1.236 MW for the DAC-GT program which increased to 3.736 MW when Los Banos joined PCE's service area in April 2022. In May of 2024, PCE received another allocation of 2.2725 MW when the CPUC expanded the DAC-GT program in D.24-05-065, for a total current capacity allocation of 6.008 MW for the program. Importantly, that decision also allowed program administrators to procure battery energy storage alongside the Community Solar projects.

Program administrators such as PCE must develop new, "steel-in-the-ground" solar (or solar + storage) projects under the program that are up to 20 MW in size and are located in – or within 5 miles of – a DAC in the respective IOU's service area. 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. After the additional capacity allocation in D.24-05-065, PCE ran a second RFP for another 3 MW of capacity in the Fall of 2025. PCE is currently in the bid evaluation stage and staff is expected to bring the proposed power purchase agreement (PPA) to the Board by August 2026.

While PCE is developing new, dedicated community solar projects under the program, interim resources can be procured to enroll customers more quickly. Interim resources must meet all the requirements for dedicated solar resources and may only be used until the newly developed resources come online. PCE entered into a contract to procure interim resources from Marin Clean Energy (MCE) in November 2021. Amendments to this interim resource contract are being discussed at the Board meeting under a separate agenda item.

Customer Eligibility and Enrollment

The Green Access Program is available to low-income customers on CARE and FERA rates who receive generation services from PCE. Customers do not need to live close to the Community Solar project, they are eligible as long as they live in any DAC in PCE's service area. PCE can enroll customers up to the 6 MW capacity cap set by the CPUC. Eligible customers are auto-enrolled under the program for 20 years. To calculate how many customers can be enrolled at any time, PCE compares the load of participating customers against the electricity generation of the community solar resources and leaves a small buffer to prevent over-subscription.

At this time, PCE has approximately 2600 customers enrolled under the Green Access Program. These customers are dispersed geographically throughout the DACs in PCE's service area in East Palo Alto, Los Banos, Menlo Park, Redwood City, San Bruno, San Mateo and South San Francisco.

Customer Benefits

Participating residential customers receive 100% renewable energy from the Community Solar project and receive an additional 20% discount off their electric bill for 20 years. The average customer discount is valued at approximately \$375 per year. Since the program's inception in 2022, PCE has given almost \$2.5 million in bill discounts to low-income customers throughout our service area.

[1] See more at <https://oehha.ca.gov/calenviroscreen>. In addition to the core metric of being in the top 25% per the CES tool, DACs are also defined by the 22 census tracts in the highest 5% of CES' Pollution Burden that do not have an overall CES score because of unreliable socioeconomic or health data.

[2] See CPUC Decision (D.) 24-05-065

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. Besides energy efficiency programs, the DAC-GT program is the only program where CCAs get full cost recovery from the CPUC for a customer energy program.

PCE submits an annual budget advice letter to the CPUC to forecast expected program costs for the upcoming calendar year and true-up actual costs from last year. Program expenses are

categorized into three main categories: (1) above-market generation costs; (2) customer bill discount costs; and (3) program administration costs (including staff and direct costs). Customer bill discount and program administration costs are fully recoverable. 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 Community 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 following elements of PCE’s DER Framework 2025 - 2030:

- Goal 4 – Explore business models to foster the development of front-of-the-meter Distribution Resources in PCE’s service area.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 13, 2026
MEETING DATE: February 26, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jana Kopyciok-Lande, Director of Innovation Strategy; Shayna Levia, Power Resources Analyst

SUBJECT: First Amendment to the Interim Resource Contract with Marin Clean Energy for the Green Access Program Increasing the Not to Exceed Amount to \$11.5M and Extending the Term through December 31, 2030 (Action)

RECOMMENDATION

Delegate authority to the Chief Executive Officer (CEO) to execute the First Amendment to the “WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1) Agreement” (Interim Resource Contract) with Marin Clean Energy (MCE) for an interim resource for the PCE Green Access Program, revising the contract not-to-exceed (NTE) amount to \$11.5 Million and extending the contract term to December 31, 2030.

BACKGROUND

In June 2018, the California Public Utilities Commission (CPUC) published Decision ([D\).18-06- 027](#), creating a new program to increase access to solar for residents of disadvantaged communities (DACs) – the DAC Green Tariff (DAC-GT) program. DAC-GT enables income-qualified, residential customers in DACs to access 100% renewable energy through a community solar project and receive an additional 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 for the programs. In February 2022, Peninsula Clean Energy (PCE) launched the DAC-GT program under the customer-facing name “Green Access Program.”

PCE initially received an allocation of 1.236 MW for the DAC-GT program from the CPUC. The capacity allocation was increased to 3.736 MW when Los Banos joined PCE’s service area in April 2022.

As part pf the DAC-GT program, PCE must develop new, “steel-in-the-ground” solar projects that are located in – or within 5 miles of – a DAC in the respective IOU’s service area. PCE ran the first request for proposal (RFP) for the DAC-GT program in November 2021 and procured the 3 MW Dos Palos project near Los Banos. This project began delivering electricity in March 2025. While PCE was developing the new dedicated solar resource for the program,

so called “interim resources” were used to enroll customers under the program more quickly. This allowed customers to receive the discounted clean energy benefits of the program while the projects were being built. Interim resources must meet all the requirements for dedicated solar resources and may only be used until the dedicated resources come online.

PCE entered into a contract to procure an interim resource from Marin Clean Energy (MCE) in November 2021 with a term of five years (the “Interim Resource Contract”). Per PCE’s original procurement policy which has now evolved to Policy 23 (Energy Risk Policy^[2]), the Board delegates authority to PCE’s CEO (now Risk Oversight Committee (ROC)) to approve energy procurement transactions with a term of five years or less. Hence, the initial Interim Resource Contract approved in 2021 was not brought to the PCE Board of Directors for approval. PCE now plans to build another solar project to fulfill the rest of its Green Access program capacity. This proposed First Amendment would extend the contract term through December 31, 2030, resulting in a total contract term of approximately nine years. This contract would expire when PCE’s forthcoming DAC-GT project begins delivering electricity, which is currently anticipated to occur in the 2029-2030 timeframe. Because the amended term exceeds five years, Board approval is now required.

[1] See CPUC Decision (D.) 24-05-065

[2] The full policy is available here: <https://www.peninsulacleanenergy.com/wp-content/uploads/2025/02/Policy-23-Energy-Risk-Policy-November-2024.pdf>

DISCUSSION

Original Interim Resource Contract

The original agreement with MCE was executed on November 29, 2021 for deliveries in years 2022 through 2027. Under the agreement, MCE agreed to sell and deliver renewable energy generated by a solar facility located in a designated DAC, with deliveries beginning upon notice from PCE and continuing for a five-year term unless earlier terminated in accordance with the contract.

The original agreement included a tranche-based structure that allowed PCE to phase in portions of the contract capacity over time to align with anticipated growth in the DAC-GT program, up to a total contract capacity of 3.736 MW (i.e. the program capacity cap allocated to PCE by the CPUC). The agreement requires MCE to deliver a fixed annual contract quantity, expressed in megawatt-hours, calculated based on the contract capacity times a specified capacity factor across all hours of the year. As of the 2023 calendar year, PCE has been receiving the maximum contract capacity of 3.74 MW from the “Goose Lake” solar project located in Lost Hills, California.

Recent Program Updates

In recent months, two program and regulatory changes prompted updates to the Interim Resource Contract. In May of 2024, the CPUC published [D.24-05-065](#), expanding the DAC-GT program and increasing PCE’s capacity allocation by an additional 2.2725 MW for a total capacity allocation of 6.008 MW. Triggered by this capacity allocation increase, PCE ran a second RFP for another 3 MW of capacity in the fall of 2025. While this new dedicated resource is being procured and developed, PCE can continue to use interim resources to serve customers up to the full 6.008 MW capacity allocation immediately. This allows more

customers to access discounts as soon as possible. In addition, the 3 MW Dos Palos project started delivering electricity in March 2025, thereby reducing PCE's need for capacity under the contract. In summary, PCE must adjust the capacity under the Interim Resource Contract to 3 MW (i.e., 6.008 MW program capacity allocation minus the dedicated Dos Palos resource of 3 MW).

Provisions of the First Amendment

In addition to the reduction in contract capacity to 3 MW described above, the primary changes to the Interim Resource Contract in the proposed First Amendment include:

- Extension of the Delivery Term to December 31, 2030
- Addition of the Corcoran Solar Facility, located in Corcoran, CA as a Generating Facility
- Allowing PCE to terminate the contract at the end of any calendar month with 180 days' notice

The original agreement included an NTE amount of \$8.4 million. With the proposed reduction in contract capacity and extension of the contract term, the revised total NTE under the amended agreement is \$11.5 million. A portion of these costs is reimbursed to PCE by the CPUC as further described below.

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 tried up in the following year and incorporated into future quarterly payments.

STRATEGIC PLAN

The Green Access Program supports the following elements of PCE's DER Framework 2025 - 2030:

- Goal 4 – Explore business models to foster the development of front-of-the-meter Distribution Resources in PCE's service area.

ATTACHMENTS:

[MCE_PCEA_Interim Resource Contract_Original Agreement_Public.pdf](#)
[First Amendment to PCEA and MCE Confirmation_Public.pdf](#)

RESOLUTION NO. _____

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

FIRST AMENDMENT TO THE INTERIM RESOURCE CONTRACT WITH MARIN CLEAN ENERGY FOR THE GREEN ACCESS PROGRAM INCREASING THE NOT TO EXCEED AMOUNT TO \$11.5M AND EXTENDING THE 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, staff is presenting to the Board the First Amendment to the Interim Resource Contract to incorporate recent programmatic and regulatory changes; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the First Amendment required for said purchase of renewable energy; and

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

Execute the First Amendment to the 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, revising the contract Not-to-Exceed amount to \$11.5 Million and extending the contract term to December 31, 2030.

* * * * *

Execution Version

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

This confirmation (“Confirmation”) confirms the transaction between Marin Clean Energy, a California joint powers authority (“MCE” or “Seller”) and Peninsula Clean Energy Authority, a California joint powers authority (“PCEA” or “Buyer”), and each individually a “Party” and together the “Parties”, dated as of November 29, 2021 (the “Effective Date”), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product (the “Transaction”). This Transaction is governed by the WSPP Agreement dated August 12, 2021 and Exhibit A and Schedule R thereto, but none of the other exhibits, service schedules or other attachments thereto (the “WSPP Agreement”). The WSPP Agreement, this Confirmation, and any applicable appendices, exhibits or amendments hereto, shall be collectively referred to herein as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the WSPP Agreement, and if not defined in the WSPP Agreement, then in the CAISO Tariff.

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 RECs produced by the Generating Facility without substituting energy from another generating source (as defined by the CPUC in D.11-12-052), delivered on an 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 equal to the PPA Price, less the CAISO Credit. “<u>PPA Price</u>” is equal to: 2022 – \$134.29/MWh 2023 - \$136.31/MWh 2024 - \$138.35/MWh Price shall increase by one and five-tenths percent (1.5%) per year for years beyond 2024.		
Contract Capacity (MW):	Up to 3.74 MW total, comprised of Tranche 1: 1.24 MW Tranche 2: Up to 2.5 MW, the specific amount to be specified by Purchaser on or before the Start Date for Tranche 2		
Contract Quantity (MWh):	“<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 8,760.		

Execution Version

	Tranche 1 Contract Quantity means 3,455 MWh per calendar year (1.24 X .318 X 8,760). Tranche 2 Contract Quantity means the amount calculated via the same methodology as the Tranche 1 Contract Quantity once the Tranche 2 Contract Capacity is specified by the Purchaser, up to 6,964 MWh (2.5 X .318 X 8760) per calendar year for all contracted years. With respect to Tranche 2, after Purchaser has specified the amount of the Tranche 2 Contract Capacity and Tranche 2 Contract Quantity (“Tranche 2 Amounts”), Purchaser shall have a one-time right, which must be exercised and commence no later than three hundred sixty-five (365) days after the Start Date for Tranche 2, to reduce the Tranche 2 Amounts (such reduced amounts, the “<u>Revised Tranche 2 Amounts</u>”). To exercise this one-time right, PCEA shall advise MCE in writing with at least thirty (30) days’ prior notice of: 1. The Revised Tranche 2 Amounts; and 2. A Start Date for the Revised Tranche Amounts, which must satisfy both of the following requirements: a. The Start Date for the Revised Tranche 2 Amounts shall begin on the first day of a subsequent calendar month; and b. The Start Date for the Revised Tranche 2 Amounts shall commence within three hundred sixty-five (365) days of the initial Start Date for Tranche 2 Amounts. For clarity, the Revised Tranche 2 Amounts, if the option to change the Tranche 2 Amounts is exercised, is not a retroactive adjustment, and Purchaser shall be obligated to pay for all Tranche 2 product generated in accordance with the initial Tranche 2 Amounts until the Start Date of the Revised Tranche 2 Amounts.
Delivery Term:	PCEA shall, with thirty (30) days’ advance written notice, advise MCE of the commencement of the Delivery Term as to (a) Tranche 1 and (b) Tranche 2 (each, a “<u>Start Date</u>”). With respect to Tranche 2, PCEA shall also notify MCE of the quantity of the Tranche 2 Amounts. The Delivery Term for Tranche 1 and, if applicable, Tranche 2, shall then commence uninterrupted until PCEA, with sixty (60) days’ advance written notice, advises MCE of the last day of the Delivery Term as to either or both of Tranche 1 and Tranche 2 (and absent such notice, five (5) years from the commencement of deliveries for each of Tranche 1 and Tranche 2, as applicable) (each, an “<u>End Date</u>”). For additional clarity, (i) PCEA may not exercise its rights as to Tranche 2 unless it has exercised its rights to Tranche 1, and (ii) PCEA may notify MCE of the Start Date for Tranche 2 and the Tranche 2 Amounts as of the Start Date for Tranche 1, or upon such later date, subject to the next paragraph. Notwithstanding anything to the contrary herein, if the Start Date for Tranche 1 has not occurred within 365 days after the Effective Date, this Transaction shall terminate automatically without further action from either Party, and such termination shall be without liability to, or further obligation required from, either Party. If the Start Date for Tranche 2 has not occurred within 365 days after the Effective Date, all rights and

Execution Version

	obligations with respect to Tranche 2 shall terminate automatically without further action of either Party, and MCE shall have no obligation to deliver, and PCEA shall have no obligation to purchase any output of the Generating Facility associated with the Tranche 2 Amounts.
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 the 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 if additional volumes are available from the 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 Point:	Generating Facility PNode (34702_GOSE LKE_115-B2)
Generating Facility:	The Product is produced by the generating facility listed in Exhibit A: (i) which is certified as an ERR for the California RPS and registered with WREGIS, (ii) which is located in a disadvantaged community ("<u>DAC</u>") as identified by California Environmental Protection Agency's CalEnviroScreen 4.0 (or the latest version) tool, and (iii) from which Seller is entitled, pursuant to its agreements, to the output of the Energy and associated RECs, and such output is used to source the Product delivered hereunder during the Delivery Term (the "<u>Generating Facility</u>"). In addition, the 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 subhourly 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.
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

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	WECC and CAISO Tariff, as applicable. The Energy associated with the Product will be directly delivered from the Generating Facility 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.
Eligibility:	Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ <u>ERR</u> ”) 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] The aggregate “commercially reasonable efforts” expenditures for Eligibility, Transfer of RECS, and Change in Law Provisions (Section R-5.2.2(b)) are limited to the Capped Amount.
Transfer of RECs:	<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>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 this contract. [STC REC-2, Non-modifiable. D.11-01-025] The Transfer of RECs shall be made in accordance with the rules and regulations of WREGIS. Purchaser and Seller agree that the obligation to deliver RECs hereunder shall be evidenced by the delivery of WREGIS Certificates in WREGIS. Seller shall transfer WREGIS Certificates from its WREGIS account to Purchaser’s WREGIS account no later than April 15 following the end of each Reporting Year.
Payment:	<u>Contract Price.</u> Contract Price shall be calculated each month as follows: Contract Price = PPA Price - CAISO Credit Where:

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	“PPA Price” is equal to the applicable amount set forth on page 1 of this Confirmation, and “CAISO Credit” means the average monthly Day-Ahead Market LMP at the Delivery Point, as published by the CAISO for the month in which the Energy associated with the Product was generated. <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 to Buyer 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. <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. 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 all Green Attributes associated with the Contract Quantity. The Parties agree that the Product will be sourced only from the specific Generating Facility identified in the Confirmation with no substitutions.
Applicable Program:	State of California Renewable Portfolio Standard Program (hereinafter referred to as “<u>California RPS</u>”, “<u>Renewables Portfolio Standards</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.
Tracking System:	RECs associated with the Product shall be tracked using WREGIS.
Representations and Warranties:	Seller represents and warrants to Purchaser that: (i) Seller has the right to sell the Product from the Generating Facility; (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; (iv) The Product is free and clear of all liens or other encumbrances; and (v) 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

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	Content Category 1 Product as set forth in California Public Utilities Code Section 399.16(b)(1). Seller further represents and warrants to Purchaser that the Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, and Seller represents, warrants and covenants that the resale complies with the following conditions in (i) through (iv) below as of the Effective Date and throughout the generation period: (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:	Seller shall use commercially reasonable efforts to obtain compliance with a Change in Law in the Applicable Program, provided that such costs should not be greater than \$2,500 (the “<u>Capped Amount</u>”). If Seller’s costs for 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 complying with the California RPS and Section 399.16(b)(1) of the California Public Utilities Code. 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.

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Audit/Review:	Each Party reserves the right to review during normal business hours and at its own expense, for up to two (2) years following delivery of the Product under this Confirmation, and with reasonable advance notice to the other Party, the 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 its upstream purchase contract (i) meter data from the 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 reasonably required 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 Program.
Confidentiality:	The Parties acknowledge and agree that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).
Notices:	All notices provided in connection with this Confirmation shall be in accordance with Exhibit B.
Applicable Law/ Governing Law:	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, (Source: D.07-11-025, Attachment A.) D.08-04-009]
Amendments To WSPP Agreement:	For this Transaction, the WSPP Agreement shall be amended as follows: (a) Section 22.1 of the WSPP 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 WSPP 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 WSPP Agreement is amended by deleting the third sentence thereof and replacing it with the following:

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	“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 WSPP Agreement is not applicable to, and credit support is not required for either Party under this Confirmation. (g) Section 28.1 of the WSPP 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 WSPP Agreement to be effective on the Confirmation Effective Date. (h) Section 30 of the WSPP 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 WSPP 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 WSPP 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,
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	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.” “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.”
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	(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” 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).”
No Recourse to Members of Purchaser and Seller:	Purchaser and Seller are each organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and each is a public entity separate from its constituent members. Each Party will solely be responsible for all debts, obligations and liabilities accruing and arising

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	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 the other Party's constituent members, or the officers, directors, advisors, contractors, consultants or employees of the other Party or 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 by electronic mail transmission (including PDF) 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 WSPP 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 Facility, or the terms of the Agreement. “<u>Buyer</u>” as used herein shall have the same meaning as “Purchaser” under the WSPP 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>CEC</u>” means the California Energy Commission or any successor entity performing similar functions. “<u>Change in Law</u>” has the meaning set forth under the WSPP Agreement.

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	“<u>Contract Price</u>” has the meaning set forth on page 1 of this Confirmation. “<u>Contract Quantity</u>” has the meaning set forth on page 1 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 (“D.”)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 WSPP Agreement. “<u>Delivery Point</u>” has the meaning set forth on page 1 of this Confirmation. “<u>Delivery Term</u>” shall be the period beginning on the Start Date and ending on the End Date, as set forth on page 1 of this Confirmation, during which the Product was generated; provided that, for the sole purpose of matching delivery of RECs with 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>Energy</u>” means electrical energy, measured in MWh. “<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: (i) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) 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; (iii) 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
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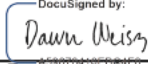
	bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include; (i) any energy, capacity, reliability or other power attributes from the Project, (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. “<u>Locational Marginal Price</u>” or “<u>LMP</u>” has the meaning set forth in the CAISO Tariff. “<u>PNode</u>” has the meaning set forth in the CAISO Tariff. “<u>Project</u>” as used herein has the same meaning as “Generating Facility.” “<u>REC</u>” means a credit or certificate representing Green Attributes created by or resulting from the generation of one (1) megawatt hour of electric energy by an ERR. “<u>REC Vintage</u>” means the date of Energy generation found on a WREGIS Certificate. “<u>Reporting Year</u>” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2021 means January 1, 2021 through December 31, 2021). “<u>WECC</u>” means the Western Electricity Coordinating Council or its successor organizations. “<u>WREGIS</u>” mean 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 requirement adopted by WREGIS, as amended from time to time.
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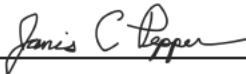
This Confirmation is subject to the Exhibits identified below and attached hereto:
Exhibit A – Generating Facility
Exhibit B - Notices

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

MARIN CLEAN ENERGY, a California joint powers authority

Sign: 
Print: Dawn Weisz
Title: CEO

PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority

Sign: 
Print: Janis C. Pepper
Title: CEO

MARIN CLEAN ENERGY, a California joint powers authority

Sign: 
Print: Tom Butt
Title: President

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EXHIBIT A

GENERATING FACILITY

Facility Name	Resource ID	WREGIS ID	CEC Certification No.
Goose Lake - Esnoz	GOOSLK_1_SOLAR1	W4151	62357A

Generating Facility Address:

15004 Corcoran Rd., Lost Hills, CA 93249

Census Tract: 6029004500

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Peninsula Clean Energy Authority	Marin Clean Energy
All Notices: Peninsula Clean Energy Authority 2075 Woodside Rd Redwood City, CA 94061 Attn: Director of Power Resources Phone: 650-260-0005 Email: contracts@peninsulacleanenergy.com Duns: 080262114 Federal Tax ID Number: 81-2708786	All Notices: Marin Clean Energy 1125 Tamalpais Avenue San Rafael, CA 94901 Attn: Contract Administration Phone: (415) 464-6010 Email: Procurement@mcecleanenergy.org Duns: 829602338 Federal Tax ID Number: 26-4300997
Invoices: Attn: Director of Finance Phone: (650) 260-0005 Email: finance@peninsulacleanenergy.com ; contracts@peninsulacleanenergy.com	Invoices: Attn: Power Settlements and Analytics Phone: (415) 464-6683 Email: Settlements@mcecleanenergy.org
Scheduling: Attn: Director of Power Resources Phone: (650) 260-0005 Email: contracts@peninsulacleanenergy.com	Scheduling: Attn: ZGlobal Phone: (916) 458-4080 Email: dascheduler@zglobal.biz
	Confirmations: Attn: Director of Power Resources Phone: (415) 464-6685 Email: Procurement@mcecleanenergy.org
Wire Transfer: BNK: First Republic Bank ABA: [REDACTED] ACCT: [REDACTED]	Wire Transfer: BNK: River City Bank ABA: [REDACTED] ACCT: [REDACTED]
Credit and Collections: Attn: Chief Financial Officer Phone: (650) 260-0005 Email: finance@peninsulacleanenergy.com	Credit and Collections: Attn: Director of Finance Phone: (415) 464-6684 Email: finance@mcecleanenergy.org
Defaults: Attn: Jan Pepper, CEO Phone: (650) 260-0100 Email: jpepper@peninsulacleanenergy.com Address: 2075 Woodside Road, Redwood City, CA 94061	Defaults: Hall Energy Law PC Attn: Stephen Hall Phone: (503) 313-0755 Email: steve@hallenergylaw.com

FIRST AMENDMENT TO WSPP CONFIRMATION BUNDLED RENEWABLE ENERGY PORTFOLIO CONTENT CATEGORY ONE (“PCC1”)

This First Amendment to WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (“PCC1”) (the “First Amendment”) is entered into by and between Peninsula Clean Energy Authority, a California joint powers authority (“PCEA” or “Purchaser”) and Marin Clean Energy, a California joint powers authority (“MCE” or “Seller”), each individually a “Party” and collectively the “Parties”. Purchaser and Seller are Parties to that certain WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (“PCC1”), dated as of November 29, 2021 (the “Confirmation”). Capitalized terms used but not defined herein shall take their meaning from the Confirmation.

RECITALS

WHEREAS, the Parties have heretofore entered into the Confirmation; and

WHEREAS, the Parties wish to amend the Confirmation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

SECTION I. AMENDMENTS TO CONFIRMATION

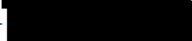
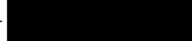
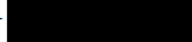
1.1 The Confirmation is hereby amended by deleting all text to the right of “Contract Price:” and replacing it with:

“Contract Price” shall be calculated each month as follows:

Contract Price = PPA Price - CAISO Credit

Where:

“PPA Price” is equal to the applicable amount set forth below

January 1, 2026 - December 31, 2026 – 
January 1, 2027 – December 31, 2027 – 
January 1, 2028 – December 31, 2028 – 
January 1, 2029 – December 31, 2029 – 
January 1, 2030 – December 31, 2030 – 

and

“CAISO Credit” means the Generation Facility’s generation-weighted average monthly Day-Ahead Market LMP at the Delivery Point for all hours in which the Facility generated energy, as published by the CAISO for the month in which the Energy associated with the Product was generated.

1.2 The Confirmation is hereby amended by deleting all text in the section to the right of “Contract Capacity (MW):” and replacing it with “3.0 MW”.

1.3 The Confirmation is hereby amended by, in the text to the right of “Contract Quantity (MWh):”, deleting all text starting with “Tranche 1 Contract Quantity means...” through the end of the text in this section and replacing it with the following:

“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).”

1.4 The Confirmation is hereby amended by deleting all text to the right of “Delivery Term:” and replacing it with:

“The Delivery Term shall begin on the Effective Date, and shall extend through December 31, 2030, provided that PCEA 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 of this Confirmation (“Early Termination Date”) that terminates this Confirmation and ends the Delivery Term as of the Early Termination Date.”

1.5 The Confirmation is hereby amended by deleting the text to the right of “Payment:” starting with “Contract Price. Contract Price shall . . .” and ending with “. . . month in which the Energy associated with the Product was generated.”

1.6 The Confirmation is hereby amended by, in the text to the right of “Definitions/Interpretations:”, deleting the definition of “Delivery Term” and replacing it with:

“Delivery Term” has the meaning set forth on page 2 of this Confirmation; provided that, for the sole purpose of matching delivery of RECs with 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.

1.7 The Confirmation is hereby amended by adding the following as a Generating Facility in Exhibit A:

Facility Name	Resource ID	PNode	WREGIS ID	CEC Certification No.
Corcoran	CORCAN_1_SOLAR2	CORCCITY_7_N002	W4150	62355A

Generating Facility Address:
23058 5th Avenue, Corcoran, CA 93212

1.8 Exhibit B to the Confirmation is hereby amended by deleting all information in the field for Peninsula Clean Energy Authority, Wire Transfer, and replacing it with:

BNK: JPMorgan Chase
ABA: [REDACTED]
ACCT: [REDACTED]

1.9 Exhibit B to the Confirmation is hereby amended by deleting all information in the field for Peninsula Clean Energy Authority, Defaults, and replacing it with:

Attn: Shawn Marshall
Phone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com
Address: 2075 Woodside Rd, Redwood City, CA 94061

SECTION II. REPRESENTATIONS AND WARRANTIES

As of the date hereof, each Party represents and warrants to the other Party that:

- 2.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- 2.2 it has all regulatory authorizations necessary for it to legally perform its obligations under this First Amendment, or shall have all such authorizations required to legally perform each obligation before performance is required under the terms of this First Amendment;
- 2.3 the execution, delivery and performance of this First Amendment are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it, and this First Amendment constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses; and
- 2.4 no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this First Amendment.

SECTION III. MISCELLANEOUS

3.1 Reference to and Effect on the Confirmation.

- (i) On and after the date hereof, each reference in the Confirmation to “this Confirmation”, “hereunder”, “hereof”, “herein” or words of like import referring to the Confirmation, shall mean and be a reference to the Confirmation as amended by this First Amendment, and any other reference to the Confirmation shall be deemed to be a reference to the Confirmation as amended by this First Amendment.
- (ii) Except as specifically amended by this First Amendment, the Confirmation shall remain in full force and effect and is hereby ratified and confirmed.

- (iii) The execution, delivery and performance of this First Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Party under the Confirmation.

3.2 Headings. Section headings herein are included for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

3.3 Applicable Law. THIS FIRST AMENDMENT 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 FIRST AMENDMENT.

3.4 Counterparts. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this First Amendment by fax or other electronic means shall be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this First Amendment by facsimile or other electronic means shall also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this First Amendment shall not affect the validity or effectiveness of this First Amendment.

3.5 Binding Agreement. This First Amendment shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

3.6 Entire Agreement; Amendments or Modifications. The Confirmation, together with any appendices, schedules, and any written supplements thereto, as amended and supplemented by this First Amendment, constitutes the entire agreement between the Parties relating to the subject matter hereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof. This First Amendment may only be amended or modified in writing signed by each of the Parties.

3.7 Construction; Joint Effort. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. This First Amendment shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

3.8 Notice. Any written Notice required to be given under the terms of this First Amendment shall be given in accordance with the terms of the Confirmation.

3.9 Effective Date. This First Amendment shall be deemed effective as of the date which is the last dated signature to this First Amendment.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the dates indicated below their respective signatures.

PENINSULA CLEAN ENERGY AUTHORITY, a
California joint powers authority
as Purchaser

By: _____
Name: Shawn Marshall
Title: Chief Executive Officer

Date: _____

MARIN CLEAN ENERGY,
a California joint powers authority
as Seller

By: _____
Name: Dawn Weisz
Title: Chief Executive Officer

Date: _____

By: _____
Name:
Title: MCE Technical Committee Chair

Date: _____



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 20, 2026
MEETING DATE: February 26, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Director DeGolia, Director Colson, Director Nash, Nominating Committee
SUBJECT: Selection of Board of Directors Chair and Vice Chair (Action)

RECOMMENDATION

Nominations for Peninsula Clean Energy's Board of Directors Chair and Vice Chair.

DISCUSSION

Honorable Colleagues,

The Board-appointed Nominating Committee invited Board members to submit nominations and expressions of interest for the positions of Chair and Vice Chair. Director Marty Medina expressed interest in serving as Chair, and Director Leslie Ragsdale expressed interest in serving as Vice Chair. We are pleased to bring forward their nominations for your consideration.

Director Medina has been actively engaged with Peninsula Clean Energy for several years and currently serves on the Executive Committee and as Vice Chair. He has participated in numerous ad hoc committees and working groups during his tenure and has provided active support for PCE at local community events and in the San Bruno school community. He consistently demonstrates thoughtful leadership, collaboration, and a strong commitment to PCE's mission. His experience and steady approach position him well to serve as Chair of the Board.

Director Ragsdale currently serves on the Executive Committee and has been an engaged and dedicated member of the Board, including as a liaison to the Community Advisory Committee. She has participated in numerous ad hoc committees and working groups and has brought valuable perspective and steady leadership to Board discussions and decision-making. Her commitment to public service and to advancing PCE's strategic priorities makes her well suited to serve as Vice Chair.

We appreciate everyone who participated in or expressed interest in this process and encourage continued engagement in PCE's important work. We are honored to recommend Director Medina and Director Ragsdale to serve as Chair and Vice Chair, respectively.

Thank you!

Nominating Committee:

Rick DeGolia, Atherton
Donna Colson, Burlingame
Betsy Nash, Menlo Park



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 17, 2026
MEETING DATE: February 26, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Mike Mielke, Sr. Manager Legislative Policy
SUBJECT: February 2026 Legislative Policy Overview

BACKGROUND

This memorandum provides an overview of the latest developments from Sacramento and Washington, D.C., summarizing key political shifts, leadership changes, and policy priorities as the 2026 legislative session continues to unfold.

DISCUSSION

SACRAMENTO – Key Developments

Budget Outlook: California’s state budget drives the legislative session because it is the only constitutionally required bill and sets the fiscal guardrails for every policy decision, determining which proposals advance and which stall. Governor Newsom’s January proposal projects an approximately \$3 billion General Fund shortfall, while the Legislative Analyst’s Office projects a significantly larger structural gap. No major new energy spending was proposed; focus remains on deficit management and program oversight. The May Revision is critical because it incorporates updated April tax receipts, which often materially change the deficit outlook and reset legislative leverage.

Energy Affordability – Round Two: Legislative leaders are signaling renewed efforts to address electricity affordability, including potential changes to cost allocation, fixed charges, and program oversight. PCE will remain vigilant against proposals that centralize authority or shift Investor Owned Utility (IOU) costs onto Community Choice Aggregator (CCA) customers.

PCIA Transparency: CalCCA is advancing legislation AB 1761 (Rogers) that strengthens Power Charge Indifference Adjustment (PCIA) transparency by requiring the California Public Utilities Commission (CPUC) to disclose all underlying data used to calculate IOU cost-recovery charges, giving CCAs and ratepayer advocates timely access to the information needed to assess forecasts, challenge assumptions, and protect customers from unjustified rate impacts. The Power Charge Indifference Adjustment (PCIA) is an exit fee charged to customers who leave an investor-owned utility for a CCA to ensure remaining utility customers are not left paying for above-market legacy power contracts.

RA Transactability: CalCCA is also advancing legislation to allow Load Serving Entities (LSEs) to trade hourly Resource Adequacy (RA) obligations under the new Slice-of-Day framework, reducing artificial market scarcity and lowering costs while maintaining reliability. Had this flexibility been in place in 2025, ratepayer savings could have reached an estimated \$145–\$179 million.

Note: As of this writing, as of this writing the bill has an author (Padilla, D-San Diego), but not a number.

Transmission Planning: Early discussions continue around modernizing long-term transmission planning to better account for uncertainty and load growth. This remains strategically important for affordability, reliability, and clean energy deployment.

New Senate Leadership: Senator Monique Limón (D-Santa Barbara), now leads the Senate. Senator Ben Allen chairs Energy, Utilities & Communications, and Senator Eloise Gómez Reyes (District-San Bernardino) chairs Budget Subcommittee No. 2 (Energy & Resources). Committee dynamics may influence energy and affordability debates this year.

WASHINGTON, D.C. – Key Developments

Congress has largely completed appropriations for most of the federal government for FY 2026, with a roughly \$1.2 trillion package signed into law in early February that funds most agencies through September 30. However, funding for the Department of Homeland Security (DHS) became a sticking point when the Senate failed to advance its standalone FY 2026 appropriations bill amid partisan disputes over immigration enforcement reforms; as a result, DHS funding lapsed and the department has entered a partial shutdown, with many operations running but without appropriations in place. Core border and enforcement functions like Immigration and Customs Enforcement (ICE) and (Customs and Border Protection) CBP remain funded under prior law, but agencies such as the Transportation Security Administration (TSA), Federal Emergency Management Agency (FEMA), and other DHS components face disruptions, and lawmakers are in recess with negotiations ongoing toward a new funding deal.

Endangerment Finding: The Administration issued a final rule repealing the endangerment finding, effectively terminating Federal rules that limit vehicle greenhouse gas (GHG) emissions. As of the date of preparation of this report, the text of the official repeal hasn't yet been released.

FEOC Guidance: Treasury and the IRS have now issued initial interim guidance (Notice 2026-15) implementing the Prohibited Foreign Entity (PFE) provisions that replaced the earlier Foreign Entity of Concern (FEOC) framework and directly affect eligibility for key federal clean electricity tax credits (§45Y, §48E and §45X). The notice provides preliminary “material assistance” safe harbors and reliance rules that offer near-term compliance pathways for project developers and credit purchasers, reducing some of the financing uncertainty that has persisted since enactment. PFE refers to a company or organization that is owned, controlled, or significantly influenced by a foreign government identified as a national security concern, and therefore restricted from participating in certain energy projects, contracts, or receiving public funds under federal or state law. This guidance is not yet final and full regulatory implications are still unfolding.

Data Centers: Politico is reporting (<https://www.politico.com/news/2026/02/09/trump-administration-eyes-data-center-agreements-amid-energy-price-spikes-00772024>) that the White House is preparing a "voluntary compact" with big tech companies on data centers. It's

essentially a public commitment to not raise household electricity prices and limit water use in exchange for accelerated interconnection, although the proposed agreement is still in draft form and it's unclear which companies have been invited to join or whether any of them have agreed to it. My read is this is a public relations/messaging play for the Administration and big tech to show they are "committed" to affordability and to soften local community opposition to data center development. Either way, something to keep track of should this progress and become a formal agreement.

Staff will continue active engagement through our state and federal trade associations California Community Choice Association (CalCCA) and Local Energy Aggregation Network (LEAN), respectively, and direct legislative outreach to protect CCA autonomy, advance affordability, and support reliable, cost-effective clean energy deployment.

ATTACHMENTS:

[February 2026 Bill Matrix.docx](#)

Status of 2026 Legislative Session Bills

As of **February 16, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

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

Status of 2026 Legislative Session Bills

As of **February 16, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	January 1, 2027, to offer to each of its customers from whom the incremental costs of those upgrades are recovered at least one optional dynamic rate tariff upon the upgraded smart meter infrastructure being placed into service and its costs being recoverable in rates, as specified.				
AB 1849 (Papan) Decarbonized Gaseous Fuels	Current law regulates the emission of air contaminants, including the oxides of nitrogen, into the atmosphere. Current law generally vests regulatory jurisdiction over stationary sources of air pollution to the air pollution control districts and air quality management districts and regulatory jurisdiction over mobile sources of air pollution to the California Air Resources Board (CARB). This bill would require, on or before December 31, 2027, CARB to conduct an assessment of the amount of decarbonized gaseous fuels that will be needed to decarbonize hard-to-electrify sectors and maintain reliability in the electricity sector. The bill would require the assessment to include an assessment of the need for decarbonized gaseous fuels in each hard-to-electrify sector.	Awaiting Committee Referral			
SB 222 (Wiener)	The bill would require a city, county, or city and county, beginning July 1, 2027, to adopt and offer asynchronous inspections for installations	Passed the Senate, Awaiting			This bill is co-sponsored by SPUR, Bay Area Air

Status of 2026 Legislative Session Bills

As of **February 16, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Residential Heat Pump Systems: Water Heaters and HVAC: Permit Streamlining	of residential heat pump water heater or heat pump HVAC systems, as defined, that do not require a licensed contractor and building inspector to be simultaneously present during the inspection. The bill would authorize a building inspector to contact the licensed contractor who performed the installation by telephone call or real-time video conferencing during their inspection, and, if the building inspector determines during an asynchronous inspection that there is an issue with an installation of the heat pump water heater or heat pump HVAC system and that the licensed contractor who performed the installation must be present to perform tests or cure the installation, to require the licensed contractor who performed the installation to schedule an additional inspection in which the building inspector and the licensed contractor who performed the installation are required to be simultaneously present during the additional inspection.	Committee Referral in the Assembly			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	Awaiting Hearing in Senate Committee on Energy, Utilities, & Communications			

Status of 2026 Legislative Session Bills

As of **February 16, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	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.	Also Referred to Senate Committee on Judiciary			
SB 886 (Padilla) Data Center Rates	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill, the California Technology Innovation and Ratepayer Protection Act, would require the commission, on or before July 1, 2027, to establish or modify an IOU tariff for the interconnection of the participating customer facilities and the transmission, distribution, and generation services to participating customers, as specified. The bill would require the commission, as part of establishing or modifying the electrical corporation tariff, to, at a minimum, establish eligibility criteria for large load customers, as defined, and facilities, evaluate the risks and benefits of this tariff to nonparticipating ratepayers, and ensure that the tariff prevents the creation of stranded costs for, or cost shifts, to nonparticipating ratepayers.	Awaiting Hearing in Senate Committee on Energy, Utilities, & Communications			

Status of 2026 Legislative Session Bills

As of **February 16, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 943 (Becker) Industrial Customers Transmission Charges	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would authorize the commission to direct an electrical corporation with more than 100,000 service connections in California, when billing an industrial customer for separately metered new load to provide industrial process heat, to apply an adjustment factor to the per kilowatthour rate so as to limit the nonbypassable charge ratio, as specified, in furtherance of facilitating electrification of industrial energy use.	Awaiting Hearing in Senate Committee on Energy, Utilities, & Communications			
SB 978 (Pérez) Data Centers Rates	Would require the Public Utilities Commission (PUC) to establish a special rate structure for large-scale energy users, who would be defined as customers of electrical corporations operating facilities with operational requirements of at least 75 megawatts of electricity, to protect other customers of electrical corporations, prevent cost shifts to those other customers, and require large-scale energy users to pay for the electrical corporations' upfront costs of transmission or distribution infrastructure upgrades necessary for the provision of electrical service to those users. The bill would require the construction of	Awaiting Hearing in Senate Committee on Energy, Utilities, & Communications			

Status of 2026 Legislative Session Bills

As of **February 16, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	those facilities to comply with certain labor requirements.				
SB 1048 (Becker) State Seal of Climate Literacy	Would establish the State Seal of Climate Literacy to recognize high school graduates who have demonstrated mastery in climate literacy disciplines and have attained green skills or technical green skills, as defined. The bill would require the Superintendent of Public Instruction to, among other things, prepare and deliver to participating local educational agencies an appropriate insignia to be affixed to the diploma or transcript of the pupil indicating that the pupil has been awarded a State Seal of Climate Literacy by the Superintendent. The bill would make a local educational agency's participation in awarding the State Seal of Climate Literacy voluntary. For a local educational agency that chooses to participate, the bill would require the local educational agency to (1) award a State Seal of Climate Literacy to a pupil that successfully completes at least 2 courses in the area of climate literacy and a climate literacy final experiential learning project that focuses on the effects of climate change in the pupil's local community, as provided, (2) maintain appropriate records in order to identify pupils who have earned a State Seal of Climate	Awaiting Committee Referral			

Status of 2026 Legislative Session Bills

As of February 16, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	Literacy, and (3) on or before July 1, 2027, and on or before July 1 of each year thereafter, provide specified data to the State Department of Education. The bill would require the department, on or before October 1, 2027, and on or before October 1 of each year thereafter, to submit a report to the Legislature with the data collected by participating local educational agencies.				



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: January 12, 2026
MEETING DATE: February 26, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kelly Lew-Quintal, Risk Manager

SUBJECT: Energy Supply Procurement Quarterly Update

BACKGROUND

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

DISCUSSION

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

Transaction Effective Month	Purpose	Counterparty	Term
December	Buy of GHG-Free Energy	Pacific Gas and Electric Company	12 months
December	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	3 months
December	Buy of Hedge Energy	Morgan Stanley Capital Group Inc.	1 month
December	Buy of Hedge Energy	NRG Business Marketing LLC	1 month
December	Buy of Hedge Energy	Mercuria Energy America, LLC	1 month
December	Buy of Hedge Energy	Triolith Energy Fund, LP	1 month
December	Buy of IAR Energy	Clean Energy Alliance	12 months
December	Sale of IAR Energy	San Diego Community Power	5 months
December	Sale of IAR Energy	San Diego Community Power	10 months
January	Sale of PCC1 Energy	City of Anaheim	12 months
January	Sale of RA Energy	Calpine Energy Services, L.P.	1 month
January	Sale of RA Energy	BigBeau Solar, LLC	1 month

STRATEGIC PLAN

The above contracts were executed after the December 2025 Board meeting for transaction effective months of December 2025 and January 2026 to support the Power Resources Objective 2 for Procurement: Procure power resources to meet regulatory mandates and internal priorities at affordable cost.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: February 18, 2026
MEETING DATE: February 26, 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.

California Public Utilities Commission (CPUC)

Power Charge Indifference Adjustment (PCIA) Reform

The CPUC continues implementing and reviewing recent changes to the Power Charge Indifference Adjustment (PCIA), an exit fee charged to Community Choice Aggregation (CCA) customers. For 2026, PCIA rates increased substantially, while Pacific Gas and Electric Company (PG&E) reduced its electric generation rates.

The combined effect of higher PCIA charges and lower PG&E generation rates significantly narrowed the margin between PCE and PG&E generation service. To preserve PCE's long-standing commitment to provide electric generation service at a lower cost than PG&E, the Board approved a 47 percent reduction to PCE's generation rates in February 2026. This adjustment preserves a discount for PCE customers relative to PG&E generation service.

The 2026 Energy Resource Recovery Account (ERRA) Forecast proceedings remain subject to rehearing requests filed by the California Community Choice Association (CalCCA) and others. The rehearing challenges aspects of the revised Resource Adequacy Market Price Benchmark (RA MPB) and the treatment of pre-2019 banked Renewable Energy Credits (RECs). The CPUC has not yet ruled on rehearing. If rehearing is denied, CalCCA is evaluating potential court review as early as April 2026.

The CPUC has also initiated Track 2 of the PCIA proceeding. Track 2 will determine whether

pre-2019 banked RECs may be assigned a value above zero beginning in 2027 and how that value would be calculated and allocated. A decision is expected in September 2026. While Track 2 primarily affects 2027 and later PCIA rates, any modification to the 2026 ERRA decisions could affect near-term PCIA outcomes.

PCE continues working through CalCCA to assess rate impacts, respond to data requests, and inform anticipated future reforms to the PCIA methodology.

Integrated Resource Planning (IRP)

The CPUC issued a Proposed Decision ordering 6,000 megawatts (MW) of additional statewide procurement (2,000 MW by 2030 and 4,000 MW by 2032). This procurement is intended to support long-term system reliability and clean energy goals.

The decision proposes a 50 percent cap on storage resources but does not clarify whether the cap would apply on a nameplate capacity basis or on an Effective Load Carrying Capability (ELCC) basis, which measures reliability contribution. If applied on an ELCC basis, significantly larger volumes of solar and wind resources could be required to meet the target. PCE staff estimates this procurement order could lead to a doubling the amount of utility-scale solar already installed in California. Based on current interconnection queue data, achieving such volumes may be challenging.

Market effects could include downward pressure on Renewable Energy Credit (REC) prices and wholesale energy values. Depending on final implementation details, the decision could influence long-term procurement strategy and market conditions for PCE. PCE submitted formal comments and met with CPUC staff and advisors to express concerns regarding implementation feasibility.

Resource Adequacy (RA)

The CPUC continues evaluating reforms to the Resource Adequacy (RA) program, which establishes mandatory reliability procurement requirements for load-serving entities such as PCE.

Topics under review include valuation of energy-only resources, implementation of Unforced Capacity (UCAP) outage rules, treatment of large data center load growth. The CPUC is also evaluating accreditation of long-duration storage, and distribution of revenues from the California Independent System Operator's Extended Day-Ahead Market (EDAM).

These reforms may affect forward capacity procurement requirements and costs, although specific impacts are not yet determined. A CPUC staff-led report on market transactability, proposed by PCE, is now expected by February 23, 2026.

Energy Efficiency – FLEXmarket

On January 15, the CPUC approved approximately \$2.9 million for continued administration of PCE's FLEXmarket energy efficiency program over the next three years. FLEXmarket is a pay-for-performance energy efficiency program funded through distribution charges under the 'Elect to Administer' process.

PCE plans to seek approximately \$36.3 million for expanded energy efficiency programming for the 2028–2031 cycle through the more comprehensive 'Apply to Administer' process. Additional Board approvals will be required prior to submission.

Building Decarbonization

On January 21–22, the CPUC hosted workshops to review lessons learned and best practices from prior building decarbonization programs. PCE was invited to present based on its program design and implementation experience. Staff highlighted customer engagement strategies and cost-effective project design, including "right-sizing" of electrification programs.

Zonal Neighborhood Decarbonization

On December 18, 2025, the CPUC adopted Decision 25-12-042 identifying priority decarbonization zones under Senate Bill 1221. Seventeen designated zones are located in San Mateo County; none are located in Merced County. Future decisions will establish program rules and funding allocations.

California Air Resources Board (CARB)

CARB released proposed regulations on January 20, 2026 that do not include renewal of the Voluntary Renewable Energy (VRE) Program. The VRE Program previously allowed load-serving entities to receive carbon allowances for renewable energy procured above required levels.

PCE is engaging with CARB staff and Board members to encourage revisions that would continue the VRE program. The program's future could influence how voluntary renewable procurement interacts with California's cap-and-invest framework.

California Independent System Operator (CAISO)

CAISO stakeholder processes addressing Unforced Capacity (UCAP), Resource Adequacy program design, and substitution rules remain ongoing. PCE is participating in working groups and advancing proposals related to import capability reforms. These processes may influence long-term capacity valuation and procurement flexibility.

FISCAL IMPACT

None



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 20, 2026

MEETING DATE: February 26, 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:

[CC Power Board Meeting Report for Jan 28 2026.pdf](#)

California Community Power

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

TO: Board of Directors and Alternates **DATE:** 2/4/26
FROM: Alex Morris – General Manager
SUBJECT: Report on Regular Board of Directors Meeting – January 28, 2026

The California Community Power (CC Power) Board of Directors held a meeting on January 28, 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 item:
 - Minutes of the Regular Board Meeting held on December 17, 2025
- **Regular Agenda Items:**
 - **Resolution 26-01-01 – Approval of Hydrostor Project Phase 3 Agreements:** The Board authorized CC Power to enter into contracts related to procurement of 50 MWs of Capacity from the Hydrostor Willow Rock project, a compressed air energy storage project in Kern County, CA. This project will provide long-duration energy storage capacity and some energy storage technological diversity (away from lithium-ion energy storage technology) for six participating members. Participating members must also undergo an approval process from their own agencies to finalize this CC Power joint-procurement contract. Project commercial operation is required by 12/31/2030.
 - **Resolution 26-01-02 – Approval of Three Geothermal Exclusivity, Offtake, and Development Engagement (GEODE) Agreements.** The Board authorized CC Power to enter into agreements for 'exclusivity' or 'right-of-first offer' opportunities for geothermal capacity from three developers using advanced geothermal approaches to develop new geothermal projects. CC Power will enter into the contracts and then manage the contracts by working with developers and members. These agreements are not Power-Purchase Agreements (PPAs) but are intended to create low-cost options for future PPAs when the underlying projects mature.
 - **Resolution 26-01-03 – 2026 Officers' Election:** The Board elected officers for 2026: Chair – Rob Shaw (3CE), Vice-Chair – Howard Chang (Ava), Treasurer/Controller - Mitch Sears, VCE, and Secretary – Monica Padilla (SVCE).
 - **General Manager Report:** Work is underway on an updated Strategic Plan, which will reflect the recently adopted Strategic Priorities. A draft updated Strategic Plan

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

will be reviewed by the Board this Spring. A schedule for developing the 2026-2027 work-planning and budget will start in February and will include in-person meetings with all members. Outgoing 2025 Board Chair Lori Mitchell, as part of this, established a Budget Ad Hoc Committee, and incoming Chair Rob Shaw will determine the participating Board members. The Tumbleweed Energy Storage project will have its Ribbon Cutting on June 18th in Kern County. This project will be the first 8-hour lithium-ion battery project to come online in California.

- **Closed Session Agenda:** the Board completed a Performance Evaluation of the General Manager. No reportable items occurred from the closed session.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 20, 2026

MEETING DATE: February 26, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Acronym List

ATTACHMENTS:

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

COMMONLY USED ACRONYMS AND KEY TERMS

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

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

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

TOU Rates – Time of Use Rates

Valley Clean Energy

VGI – Vehicle-Grid Integration

V2G – Vehicle-to-Grid

VPP – Virtual Power Plant

WECC – Western Energy Coordinating Council

WREGIS – Western Renewable Energy Generation Information System

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

WWGPI - West-Wide Governance Pathways Initiative



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 20, 2026

MEETING DATE: February 26, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Brianna Arroyo, Administrative Assistant

SUBJECT: Social Media FAQ's

ATTACHMENTS:

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

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

How to handle comments on Nextdoor

What qualifies as an incendiary comment?

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

How do I know if PCE should respond?

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

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

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

1. **Notify the Marketing team.**

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

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

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

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

Helpful reminders

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

Social media FAQs

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

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

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

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

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

Does PCE cost more than PG&E?

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

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

Why was I automatically enrolled?

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

Can I opt out of PCE?

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

I opted out of PCE and my bill went down.

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

What clean energy options do I have?

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

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

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

Why did my bill go up after switching to PCE?

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