

**Regular Meeting of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)****REVISED AGENDA****Thursday, June 26, 2025****6:30 pm**

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

In-Person Meeting Locations:

PCEA Lobby, **2075 Woodside Road, Redwood City, CA 94061**
Los Banos City Hall, Conference Room A, **520 J Street, Los Banos, CA 93635**
Oak Bay Beach Hotel, Room 233, **1175 Beach Drive, Victoria, BC, V8S 2NZ, Canada**
17907 Holli Blue Rd, Michigamme Township, MI 49861

Zoom, Virtual Meeting Link: <https://pencleanenergy.zoom.us/j/87496649657>

Meeting ID: 874-9664-9657 **Passcode:** 2075 **Phone:** +1 (669) 444-9171

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

Public Participation

The PCEA Board meeting may be accessed through Zoom online at <https://pencleanenergy.zoom.us/j/87496649657>. The webinar ID is: 874-9664-9657 and the passcode is 2075. The meeting may also be accessed via telephone by dialing +1(669) 444-9171. Enter the webinar ID: 874-9664-9657, then press #. (Find your local number: <https://pencleanenergy.zoom.us/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 / APPROVE TELECONFERENCE PARTICIPATION UNDER AB 2449

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

PUBLIC COMMENT

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

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. [Approval of a Contract Amendment in the Amount of \\$360,000 with ID Lab Global for On-Going Peninsula Clean Energy Brand and Marketing Services Through June 30, 2026](#)
2. [Approval of a Two-Year Contract for Accounting Services with Maher Accountancy for the Period July 1, 2025 Through June 30, 2027 in an Amount Not-to-Exceed \\$689,600](#)
3. [Approval of a Member Agency Energy Grant Agreement with the City of Belmont for an Amount Totaling \\$379,799](#)
4. [Approval of Minutes from the May 22, 2025 Board of Directors Meeting](#)

REGULAR AGENDA

5. Chair Report (Discussion)
6. [CEO Report \(Discussion\)](#)
7. Community Advisory Committee Report (Discussion)
8. [PUBLIC HEARING: Update on Position Vacancies and Recruitment and Retention Strategies in Compliance with Government Code 3502.3. \(Discussion\)](#)
9. [Approval of the Fiscal Year 2025-2026 Budget \(Action\)](#)

10. Discussion of Rate Stabilization Fund and 5-Year Forecast (Discussion)
11. Approval of the Second Amendment to the Agreement with Shawn E. Marshall, Chief Executive Officer, for the Term of July 1, 2023 to June 30, 2026, Increasing the Annual Salary Amount to \$425,000, Awarding of a Bonus of \$25,000, and Amending the Bonus Structure for 2026 to an Amount up to Ten Percent (10%) of the Chief Executive Officer's Current Base Salary (Action)
12. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

13. Account Services Quarterly Update
14. Data and Technology Quarterly Report
15. Update on Legislative Activities
16. Report on California Community Power (CCP) Joint Powers Authority
17. Social Media FAQ's
18. Acronym List

ADJOURNMENT

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

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

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

Options for Joining

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

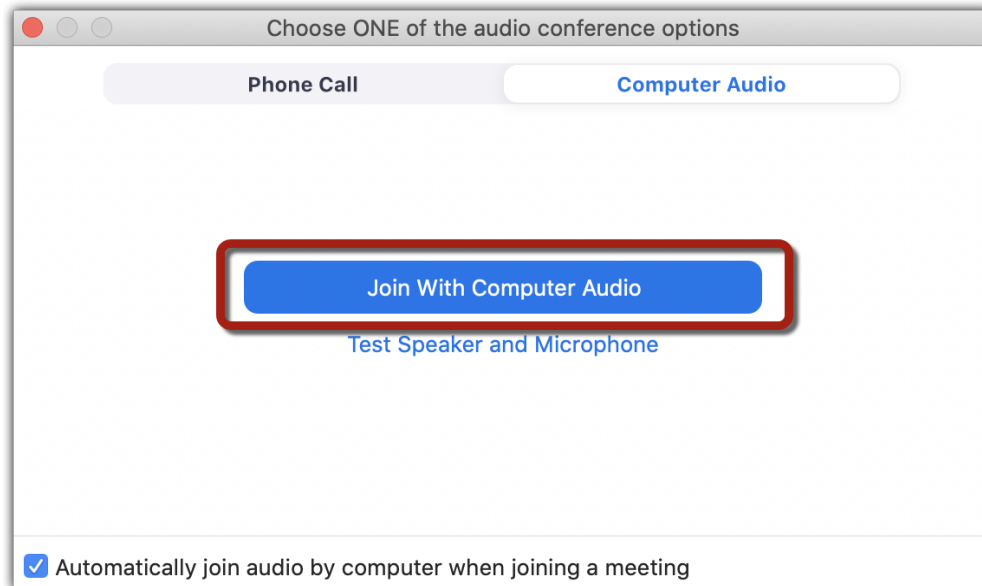
Videoconference Options:

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

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

Option 1 Videoconference with Computer Audio:

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



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

Option 2 Videoconference with Phone Call Audio

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

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

Choose ONE of the audio conference options

Phone Call Computer Audio - Connected

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Meeting ID 827 7284 3517

Participant ID

Passcode 2075

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

Audio Only Options:

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

Option 3: Calling in via Telephone/Landline:

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 13, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Gwen Rose, Director of Marketing and Community Relations
SUBJECT: Approval of a Contract Amendment in the Amount of \$360,000 with ID Lab Global for On-Going Peninsula Clean Energy Brand and Marketing Services Through June 30, 2026

RECOMMENDATION

Delegate authority to the CEO to sign contract amendment with ID Lab Global for PCE Brand and Marketing services through June 30, 2026.

BACKGROUND

Peninsula Clean Energy has an ongoing need for marketing strategy and campaign services to support the objectives outlined in our Strategic Plan 2020–2025, including: “Educate and engage stakeholders in order to gather input, inspire action, and drive program participation.”

In 2023, we conducted a brand audit, completed customer research, and issued an RFP to identify a marketing agency that could help us elevate brand engagement and improve participation in customer-facing programs. Our goals included increasing awareness from 40% to over 60%, strengthening trust in our brand, driving program leads, and retaining customers. The RFP was shared broadly, including through the CPUC Supplier Clearinghouse, and we received 30 responses. Following a competitive review process, we selected ID Lab Global as our marketing agency partner.

ID Lab brings a unique combination of public and private sector marketing expertise, with deep experience in energy, branding, digital design, and performance marketing. Since the start of the engagement, ID Lab has worked with Peninsula Clean Energy (PCE) to complete foundational brand work—establishing a brand architecture, messaging platform, and updated identity system—and has taken the lead on developing and managing high-priority marketing activities. These include launching a redesigned website, updating our social media strategy, and executing digital marketing campaigns to promote key customer offerings.

Staff now seeks to amend the contract again to extend the term through June 2026 and continue strategic, creative, and technical support in the following areas:

- Enhancing and expanding the PCE website through new content, design, and development;
- Planning and executing campaign activities for Home Upgrade Services;
- Supporting additional customer-facing programs through ad hoc creative and marketing support; and
- Providing project and account management to ensure smooth delivery and coordination with internal teams.

DISCUSSION

Over the course of 2023, Peninsula Clean Energy (PCE) conducted customer research, completed a brand audit, and issued an RFP for marketing agency support. The RFP was shared with a diverse list of firms, including those listed in the CPUC Supplier Clearinghouse. Our objective was to select a partner that could help us:

- Increase customer awareness from 40% to over 60%
- Build a brand that customers trust and connect with
- Generate leads and support program participation
- Improve customer retention

After receiving 30 responses and conducting a comprehensive review, we selected Bay Area-based ID Lab Global for their strong combination of energy marketing, customer engagement, and private-sector branding experience. Their team brings expertise in strategy, content, design, paid media, and campaign execution.

Since beginning work with PCE, ID Lab has delivered foundational brand strategy work, including the development of our brand architecture and messaging platform. They have also provided strategic and technical leadership on major marketing initiatives—most notably, the redesign of our website, refinement of our social media strategy, and planning and implementation of marketing campaigns to promote Home Upgrade Services and other customer offerings.

Staff now seeks to further amend the contract to extend the term through June 2026 and continue ID Lab's support for key strategic priorities in the next fiscal year. This amendment reflects ID Lab's continued role in supporting:

- Website enhancements, including content development, UX design, and implementation support
- Planning, creative development, and management of the Home Upgrade Services campaign
- Ad hoc marketing and creative support for other high-priority customer offerings
- Ongoing project and account management to ensure coordination and timely delivery

These services will help maintain momentum on customer engagement and ensure consistent, high-quality communications across PCE's channels.

FISCAL IMPACT

The amended contract with ID Lab would increase by \$360,000 for the coming fiscal year,

ending June 30, 2026.

STRATEGIC PLAN

STRATEGIC PLAN GOAL

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

OBJECTIVES

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

ATTACHMENTS:

[CONTRACT_Amendment_ID_Lab_Amendment_3_062025-2.docx](#)

RESOLUTION NO. _____

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

**APPROVAL OF A CONTRACT AMENDMENT IN THE AMOUNT OF \$360,000 WITH ID LAB
GLOBAL FOR ON-GOING PENINSULA CLEAN ENERGY BRAND AND MARKETING
SERVICES THROUGH JUNE 30, 2026**

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

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

WHEREAS, ID Lab Global was selected in December 2023 to provide brand and marketing services to PCE, including brand strategy, brand identity, messaging platform, brand rollout, and a comprehensive marketing and communications plan; and

WHEREAS, ID Lab Global was selected based on their experience and unique set of capabilities that combines years of energy marketing, energy efficiency, and behavioral program leadership with global private-sector marketing and branding expertise; and

WHEREAS, the parties wish to amend the Agreement with ID Lab for one year through June 30, 2026 in an additional amount of \$360,000 to expand the scope of ongoing marketing services to include website design, marketing campaign support, content strategy and development, campaign development and creative/production support; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the CEO is authorized to execute a contract extension with ID Lab Global for brand and marketing services through June 30, 2026.

**AMENDMENT NO. 3 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY
AUTHORITY AND ID Lab Global LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 26th day of June, 2025 by and between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority, hereinafter called "PCEA," and ID Lab Global LLC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on January 2, 2024, for the provision of marketing services in support of brand development, including but not limited to brand strategy, messaging, logo and graphic identity, written and graphic standards and guidelines, and the development and production of taglines and templates for various communications;

WHEREAS, the Agreement was subsequently amended on June 27, 2024, and again on December 19, 2024, to expand the scope of services to include support for brand and marketing initiatives such as the redesign of the website, social media strategy, and campaign development and execution;

WHEREAS, the parties now desire to further amend the Agreement to increase the not-to-exceed amount by \$360,000 and to extend the term of the Agreement through June 30, 2026;

WHEREAS, the parties wish to continue receiving services under the Agreement, including strategic planning, creative development, and campaign management in support of customer-facing programs such as residential home electrification through the Home Upgrade Services initiative, as well as additional initiatives related to electric vehicles, solar, and other clean energy offerings;

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

- 1. The text of Section 3 Payment shall be amended such to replace: "In no event shall PCEA's total fiscal obligation under this Agreement exceed nine hundred seventy-five thousand five hundred seventy-five dollars (\$975,575) which shall be paid by PCEA." with: "In no event shall PCEA's total fiscal obligation under this Agreement exceed one million three hundred thirty-five thousand five hundred seventy-five (\$1,335,575) which shall be paid by PCEA."**
- 2. The text of Section 4 Terms shall be amended such to replace: "Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 2, 2024 through December 31, 2024." with: "Subject to**

compliance with all terms and conditions, the term of this Agreement shall be from January 2, 2024 through June 30, 2026.”

3. The text of Exhibit A shall be replaced in its entirety with “Exhibit A – Amended June 26, 2025” as attached.
4. The text of Exhibit B shall be replaced in its entirety with “Exhibit B – Amended June 26, 2025” as attached.
5. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
6. This Amendment No. 3 shall take effect upon the date of execution by both parties.

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

Peninsula Clean Energy Authority

By: _____
Shawn E. Marshall, CEO

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

Exhibit A - Amended June 26, 2025

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

Marketing Services Summary

Contractor is being engaged as the prime contractor to perform the following services:

- Home Upgrade Services and Emergency Services campaign planning, creative, campaign management and reporting, including media planning and buying
- Plan, design, create and update web pages and content on the PCEA website

To achieve these objectives, Contractor will guide PCEA's marketing leadership and team to jointly plan and deliver the following:

1. Review documentation of website updates and prioritize updates for multiple releases through the term of this engagement
2. Write new copy for select web pages assigned to Contractor
3. Design new website pages assigned to Contractor and deliver to PCEA to implement
4. Implement new web pages assigned to Contractor
5. Provide creative direction to PCEA team as they design new emails and website pages
6. Create assets and creative to support the Home Upgrade Services and Emergency Services campaign (e.g. copywriting, asset creation, graphic design, video editing, email strategy, etc.)
7. Create media plan and buy media to support the Home Upgrade Services and Emergency Services campaign
8. Monitor paid media campaign performance, optimize when necessary, and provide performance reports for the prior month by the 15th of the following month.

Scope

The tasks and deliverables outlined in this Exhibit define the scope between Contractor and PCEA. A project kick-off meeting will be held to discuss each project, project specific goals and objectives, desired outcomes for each project, and a clear definition of the roles and responsibilities of all parties involved. The following table lists key tasks, deliverables, and responsibilities.

Project/Service	Description	IDLab	PCEA
Website Strategy	Provide strategic guidance and tactical leadership for all new pages that need to be added or updated to the PCEA website.	Contractor will: • Track all new website pages using content inventory sheet • Collaborate with PCEA to prioritize new website pages • Define the content strategy for each new page	PCEA will: • Add new website pages to the content inventory sheet, or inform Contractor to do so • Provide direction or feedback to prioritize new website pages • Review all strategic and tactical deliverables and provide feedback and/or approval
Website Content	Write new copy or edit existing copy for all assigned new PCEA website pages and for pages that currently exist but require updates.	Contractor will: • Write copy for all assigned pages or edit copy for all pages that require updates • Add new copy to wireframes or provide new copy in document format • Ensure content is created, structured and tagged	PCEA will: • Review all copy documents (outlines and page copy) and provide feedback and/or approval • Write copy for PCEA assigned pages

		for search optimization • Review and edit copy on PCEA written pages • Proofread all assigned pages Deliverables: Copy documents or a wireframe for each assigned page, including initial and eventually approved copy.	
Website Design & Development	Design all new assigned PCEA website pages and existing pages that require updates.	Contractor will: • Update site map and create any new wireframes required to support new templates and/or select pages • Design all new website pages in Figma • Deliver Figma files to PCEA to review and approve new designs • Deliver Figma files to PCEA to implement designs (build new pages) • Provide creative direction to ensure pages	PCEA will: • Review all page designs and provide feedback and/or approval • Build web pages (implement designs) and revise based on Contractor's creative direction or feedback • QA each page • Deploy pages on staging environment to production environment

		are implemented as designed • Build assigned pages and/or assist PCEA with co-building pages in WordPress • Ensure content is structured and tagged for search engine optimization • QA each page and fix issues • Update CMS Guide every time CMS updates are implemented Deliverables: Figma files for all wireframes and page designs.	
Home Upgrade Services Campaign Planning (Emergency Services, DIY, Personalized Support & Full Service Upgrades)	Continue to develop and/or update the Home Upgrade Services campaign plan to support driving awareness, engagement, and conversions of PCEA Home Upgrade program(s).	Contractor will: • Edit campaign brief or write new briefs • Keyword analysis and recommendations; incl. content topics • Finalize tactical marketing plan and align with PCEA	PCEA will: • Review brief and provide feedback and/or approval • Review all campaign creative and provide feedback and/or approval • Own setup of paid media

		stakeholders on all KPI and metrics Deliverable: Briefs and Tactical Planning documentation.	consoles and accounts, publishing of paid ads, optimization of ads
Home Upgrade Services Campaign Creative (Emergency Services, DIY, Personalized Support & Full Service Upgrades)	Write the copy for and design all creative to be deployed in market to support the Home Upgrade campaign.	Contractor will: • Write copy for all campaign creative outlined in the brief and/or project plan • Design all campaign creative outlined in the brief and/or project plan. The following provides an estimated breakdown of assets to be produced. This is for guidance purposes only and will be finalized based on PCEA requests: ○ Paid Search: ~ 12 headlines, ~ 2 descriptions ○ Direct Mail: 1 piece (plain letter) ○ Paid social ~ 2 carousel, ~2 static ○ Content: ~2 posts in 3 languages ○ Organic Social: ~8 posts - PR: 1 press release, 1 set of talking point ○ Pmax Ads: ~2	PCEA will: • Review all campaign copy and creative and provide feedback and/or approval • Publish all landing pages from staging environment to production environment

		image, ~2 text ○ Community Support: 1 deck, 1 landing page, 1 email ● If needed, update existing pages to support promotions as landing pages. Deliverables: Home Upgrade Services campaign creative source and production files for paid search ads, direct mailer, paid social ads, organic social posts, content posts in 3 languages, press release, Pmax ads, 1 deck, 1 landing page, and 1 email.	
Home Upgrade Services Campaign Management (Emergency Services, DIY, Personalized Support & Full Service Upgrades)	Set up/configure Google and Meta consoles for the campaigns, deploy campaigns, monitor and optimize campaigns, analyze performance and deliver monthly reports.	Contractor will: ● Set up and configure campaigns in Google and Meta, including all tagging and attribution related needs ● Deploy all campaigns to Google and Meta ● Monitor campaign performance and optimize as needed ● Analyze campaign performance	PCEA will: ● Provide Consultant with access to Google and Meta accounts ● Participate in monthly reporting presentations

		and deliver and present report once a month • Monitor budget and reallocate spend weekly to meet performance objectives Deliverables: Home Upgrade Services campaign monthly reports.	
Ad Hoc Support	At times PCEA marketing may require ad hoc requests for Consultant to support.	Contractor will: • Identify ad hoc requests • Estimate effort and cost to support each request • Send PCEA proposed plan and estimates • Execute Ad Hoc requests (e.g., these types of requests could be to create new plans for new projects/ initiatives, write copy, create emails architectures, flows, design, facilitate meetings/ workshops, etc.).	PCEA will: • Communicate requests for ad hoc support to Consultant • Review plans estimates and provide feedback and/or approvals • Review ad hoc deliverables and provide feedback and/or approvals

Project & Account Management	Contractor will assign an account lead and project manager who will be the points of contact between PCEA and Contractor and be responsible for managing the relationship, communications, tasks, and deliverables.	Contractor's account and project managers will: • Serve as main points of contact for PCEA • Manage scope, budget, and timelines • Maintain monthly deliverable tracker(s) • Communicate task or deliverable status • Manage creative development from concept, planning, execution, quality assurance, and publishing • Create agendas & recaps, lead status meetings	PCEA to provide a primary point of contact for Contractor and project managers for business needs, priorities, assignments, direction, and feedback on all deliverables.
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3. Assumptions

Contractor will perform the above services of the project based on the following assumptions. Any deviation from the stated assumptions may result in a change to the level of effort, cost and timeline associated with this Project.

- Contractor to design all new and update existing website pages and come to agreement with PCEA if Contractor or PCEA will build/implement pages. If Contractor's support is required on build pages, Contractor will build pages. If PCEA determines to build pages, Contractor will provide support to PCEA as pages are built and deployed.
- Website pages could consist of any type of content for different sections (e.g. Residential, Business, About, In the Community, Support, and Home Upgrade Services, other, etc.)
- Any deliverable created by Contractor that PCEA uses for commercial purposes, shall be deemed accepted and approved.
- PCEA to provide Contractor with requested information, documentation or access to people and systems/technology related to this Exhibit according to the agreed upon schedule.
- PCEA to provide clear and consolidated feedback during review of any planning or deliverables within the required timeframe per the project schedule.
- Contractor will create, deliver, manage and update detailed project plans for each project. Project plans will first be approved by PCEA before Contractor will commence services. Contractor to use these plans to manage projects on time and on budget, and PCEA for internal management and project tracking.
- If PCEA should require more time to deliver on a dependency or to provide direction and/or feedback, then that project-specific schedule will be adjusted to provide Contractor or PCEA with sufficient time to deliver on all tasks and deliverables.
- PCEA shall notify Contractor in writing if they wish to make changes to the scope of work. Contractor will provide a revised estimate and receive written authorization prior to proceeding.
- The cost of any stock assets (e.g. images and videos) are not included in the budget for this project. PCEA will pay directly for all stock assets required or reimburse Contractor when stock assets are purchased by Contractor.
- PCEA to provide clear expectations regarding ADA/accessibility and Brown Act compliance requirements by the end of the requirements phase of the website redesign. PCEA will pay Google, Meta, and all other applicable Third-Party publisher expenses directly.

Exhibit B - Amended June 26, 2025

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

Estimates

Cost estimates and estimated completion times are below. Contractor will submit detailed cost estimate with milestones for each project for approval by PCE prior to beginning work. Invoices will be time and materials and will specify the project and project phase or milestone being charged against.

PROJECT	ESTIMATED COST
Website Updates	\$130,000
Marketing Campaigns	\$230,000
Total contract NTE amount	\$360,000

Rates

The following rate card provides a description by role and hourly rate. The billing rate(s) of the team members assigned to the project may be increased from time to time upon thirty days prior written notice. Unless PCEA notifies Contractor that it objects to such increases, work performed after the expiration of the notice period will be invoiced at the new rate(s). If PCEA objects to such increases, Contractor may terminate this SOW by providing PCEA with thirty (30) days prior written notice.

Role	Rate
Lead Strategist	\$350
Strategist	\$300
Social Media Strategist	\$250
Performance Marketing Lead	\$250
Performance Marketing Supervisor	\$175
Performance Marketing Specialist	\$150
Ad Ops Specialist	\$150
Account Director	\$250
Project Manager	\$175
Sr. Creative Director	\$300
Creative Director	\$250

Information Architect	\$250
Website Designer	\$250
Graphic Designer	\$150
Copywriter	\$250
SEO Specialist	\$175
Email Specialist	\$175
Marketing Manager	\$150
Web Developer	\$250
QA Specialist	\$150
Video Editor	\$250
Sr. Data Analyst	\$225
Data Analyst	\$175
Researcher	\$300

Actual Hours Worked

Estimates of fees or time required to complete projects are approximations of the anticipated amount of time needed to complete the project. PCEA will be invoiced based on the amount of time actually required to complete the project. Billable hours are applicable only to actual hours expended. Billing is not applicable for absence due to holidays, illness, emergency leave, or vacation time. Contractor will use its commercially practical efforts to minimize absences over which it may have control.

Invoicing

All work will be invoiced on a time and materials, hourly basis. Contractor will submit an invoice monthly to PCEA for fees and direct expenses incurred hereunder. Invoices shall be generated from Contractor's standard time record, identifying the charges with the project milestone they are being charged against. Time records for each Contractor team member performing work hereunder shall be available to PCEA upon request. Standard time records shall be the basis for determining fees to be billed to PCEA under this Agreement.

PCEA shall pay all properly invoiced amounts within thirty (30) days from the date of the invoice. All out-of-pocket expenses (e.g. travel, mileage, transportation) incurred by Contractor in connection with these services shall be approved by PCEA in advance in writing, be billed at cost and included on the monthly invoice. All such expenses will be itemized when billed. Contractor will use its commercially practical efforts to minimize those expenses over which it has control.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 18, 2025

MEETING DATE: June 26, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nicholas Bijur, Chief Financial Officer

SUBJECT: Approval of a Two-Year Contract for Accounting Services with Maher Accountancy for the Period July 1, 2025 Through June 30, 2027 in an Amount Not-to-Exceed \$689,600

RECOMMENDATION

Authorize execution of a two-year agreement between Peninsula Clean Energy (PCE) and Maher Accountancy (Maher) for the period July 1, 2025 through June 30, 2027 in an amount not-to-exceed \$689,600.

BACKGROUND

PCE has engaged Maher since 2016 to provide external accounting, payroll, and annual audit support services. A summary of services that are provided as part of Maher's monthly fee is as follows:

- Process payroll, including managing and reporting payroll taxes.
- Manage and process Accounts Payable including use of a cloud-based document management system supporting management review of expenses, segregation of duties, and access to source invoice and vendor data.
- Set-up of wire transfer payments to vendors paid by wire.
- Maintain the general ledger by posting billings and accruing revenue/expenses by reconciliation of PCE's data manager reports of customer activity and Accounts Receivable.
- Perform bank reconciliations.
- Publish monthly financial statements showing monthly and year-to-date summaries compared to the Board-approved budget.
- Monthly updated web portal providing access to professional services contract management.

In January 2025, PCE issued a Request for Proposal (RFP) for the above-referenced accounting services to determine if there are other viable accounting firms that could perform the services required at higher quality and/or lower cost. In addition to posting the RFP on PCE's website and LinkedIn, staff proactively reached out to several potential accounting

firms. PCE received five proposals and identified three firms for interviews. Staff met with the three firms, one of which was Maher, in March 2025 and conducted reference checks.

DISCUSSION

After considerable deliberation, staff recommends continuing the relationship with and entering into a new two-year contract with Maher. Staff's evaluation concluded that the other shortlisted firms can't match Maher's expertise and experience with PCE and CCAs, the costs across firms are comparable, and switching firms would involve significant cost, time, and risk. Furthermore, PCE has been very satisfied with the level of service and support provided by Maher over the past nine years.

The proposed cost of the accounting services will be \$24,500 per month for the first contract year plus \$18,000 for support of the annual audit. The total cost of \$312,000 represents a 7.5% increase over the prior contract year. The increase is largely due to an increase in work required to support PCE's various customer programs as well as growth in PCE's staff which necessitates additional payroll and related support. Maher's proposal includes a 5% escalation in the second contract year and \$25,000 for contingency per year, which will only be spent if the scope of work increases significantly. All non-financial terms are substantially the same form as the prior contract amendment with Maher executed on August 28, 2024.

On May 12, 2025, staff provided the Audit and Finance Committee with an update on the RFP process and recommended continued engagement with Maher. The Audit and Finance Committee was supportive and recommended that the Board of Directors approve a two-year contract with Maher in an amount not to exceed \$690,000.

FISCAL IMPACT

The total fees in the first contract year from July 1, 2025 through June 30, 2026, will be \$312,000, which is included in the proposed FY 2025-2026 budget. The proposed fee is in line with accounting services provided to other CCAs of similar size and complexity.

ATTACHMENTS:

[Proposed - Maher Accountancy - PCE Contract_FY 2026-2027.docx](#)

RESOLUTION NO. _____

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

**APPROVAL OF A TWO-YEAR CONTRACT FOR ACCOUNTING SERVICES WITH MAHER
ACCOUNTANCY FOR THE PERIOD JULY 1, 2025 THROUGH JUNE 30, 2027 IN AN
AMOUNT NOT-TO-EXCEED \$689,600**

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

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

WHEREAS, Maher Accountancy was selected to provide accounting, payroll, and audit support services to PCE based on its experience with other CCA programs, expertise in bookkeeping, and the cost-effectiveness of its proposal; and

WHEREAS, PCE has contracted with Maher Accountancy to provide such services since October 1, 2016; and

WHEREAS, PCE was most recently engaged in a contract with Maher Accountancy to provide such services for a one-year term from July 1, 2024 through June 30, 2025; and

WHEREAS, PCE is now seeking to sign a two-year contract with Maher Accountancy for the term of July 1, 2025 through June 30, 2027, in an amount not to exceed \$689,600 in substantially the same form as the prior agreement; and

WHEREAS, Maher Accountancy has heretofore provided services to PCE in a satisfactory manner and PCE desires to continue working with Maher.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Board delegates authority to CEO to execute said contract with Maher Accountancy in an amount not to exceed \$689,600 through June 30, 2027.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND MAHER ACCOUNTANCY

This Agreement is entered into this 1st day of July 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA" and Maher Accountancy (a California Corporation), hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of accounting management services.

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

1. **Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

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

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

3. **Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable. In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

4. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2025, through June 30, 2027.

5. **Termination; Availability of Funds**

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

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

6. **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of PCEA and shall be promptly delivered to PCEA. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. **Relationship of Parties**

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

8. **Hold Harmless**

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

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

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

(C) any other loss or cost, however, Contractor's obligation to indemnify and

hold harmless pursuant to this section shall be limited to the extent Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. **Assignability and Subcontracting**

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

10. **Payment of Permits/Licenses**

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

11. **Insurance**

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by PCEA, and Contractor shall use diligence to obtain such insurance and to obtain such approval.

Contractor shall furnish PCEA with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to PCEA of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

performance of work under this Agreement.

c. Liability Insurance

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

- ☒ Comprehensive General Liability...
\$1,000,000
00 (Applies to all agreements)
- ☒ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)
- ☐ Professional Liability.....
\$1,000,000
(To be checked if Contractor is a licensed professional)

PCEA and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to PCEA and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the PCEA or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth

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

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Non-Discrimination and Other Requirements**

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of

Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Chief Executive Officer of PCEA the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 11, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

as determined by the Chief Executive Officer.

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

14. **Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

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

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

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

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

16. **Confidential Information**

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

(b) The term “Confidential Information” includes all information, documents, and materials owned by PCEA, including technical, financial, business, or PCEA customer information, which is not available to the general public, as well as information derived from such information. Information received by Contractor shall not be considered Confidential Information if: (i) it is or becomes available to the public through no wrongful act of Contractor; (ii) it is already in the possession of Contractor and not subject to any confidentiality agreement between the Parties; (iii) it is received from a third party without restriction for the benefit of PCEA and without breach of this Agreement; (iv) it is independently developed by Contractor; (v) it is disclosed pursuant to a requirement of law, including, but not limited to, the California Public Records Act (Cal. Gov’t Code Section 7920.000, et seq.); or (vi) is disclosed to or by a duly empowered government agency, or a court of competent jurisdiction after due notice and an adequate opportunity to intervene is given to PCEA, unless such notice is prohibited.

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

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

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

16. **Data Security**

If, pursuant to this Agreement, PCEA shares with Contractor personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident (“Personal Information”), Contractor shall maintain reasonable and appropriate security

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

17. **Merger Clause; Amendments**

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

18. **Controlling Law; Venue**

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

19. **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer

Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-260-0100
Email: smarshall@peninsulacleanenergy.com

In the case of Contractor, to:

Name/Title: Michael Maher, Vice President
Address: 1101 Fifth Ave, Ste 200, San Rafael, CA 94901
Telephone: 415-459-1249
Email: mmaher@maher CPA.com

20. **Electronic Signature**

If both PCEA and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For PCEA: ☒ If this box is checked by PCEA, PCEA consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

21. **No Recourse Against PCEA's Member Agencies**

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

* * *

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

PENINSULA CLEAN ENERGY AUTHORITY

By:

Date:

MAHER ACCOUNTANCY

Contractor's Signature:

Date:

Exhibit A

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

The proposed contract term covers July 1, 2025 through June 30, 2027 (two years). In no event will the cost to PCE during the contract term exceed the maximum sum of \$689,600.

Operational Assistance:

1. Assist in review of operating budget in collaboration with management and technical consultants.
2. Maintain the general ledger by:
 - a. Posting billings, accrued revenue, cash receipts, accounts payable, cash disbursements, payroll, accrued expenses, etc.
 - b. Prepare or maintain the following monthly analyses regarding general ledger account balances:
 - i. Reconciling to statements from PCE's financial institution for cash activity and balances,
 - ii. Reconcile customer data manager reports of customer activity and AR,
 - iii. Estimated user fees earned but not billed as of the end of the reporting period,
 - iv. Schedule of depreciation of capital assets,
 - v. Aged schedule of accounts payable and
 - vi. Schedules of details regarding all remaining balance sheet accounts.
3. Manage accounts payable: Maher Accountancy utilizes a cloud-based accounts payable document management system to provide for documentation of management review, proper segregation of duties, and access to source data. We ensure that required authorization is documented and that account coding is correct. Your staff then authorizes the release of payment by an independent payment service in order to provide an additional safeguard.
4. Assist with compliance with fiscal provisions of service vendor contracts: Before submitting vendor invoices for management approval, Maher Accountancy verifies that a vendor invoice with contract provisions regarding time periods, rates and financial limits.
5. Monitor expenditure budget compliance: Before submitting vendor invoices for management approval, Maher Accountancy verifies that there is budget available and will make timely suggestions for any necessary budget amendments.
6. Provide periodic and year-to-date accrual basis financial statements with comparison to projections.
7. Provide modified accrual basis financial statements with comparison to budget. (Government agencies are accustomed to budgeting inflows and outflows of capital and debt items not included in accrual basis operating statements.)
8. Process payroll, including managing and reporting payroll taxes.

9. Filing annual informational returns (Forms 1099/1096).
10. Assist in the presentation of financial information to Finance Committee and answer questions from time to time, as needed.
11. Assist the treasury function.
12. Provide services to meet the requirements of applicable laws and regulations relating to the provisions of accounting services for PCE.
13. File various compliance reports for state and local agencies, such as user taxes, energy surcharges, and state controller reports.
14. Monthly Portal
 - a. Provide access to unified web portal for professional services contract management and review. (unlimited PCE users)
 - b. Provide granular security/access based on department.
 - c. Maintain listing of open and recently closed contracts, documents and basic meta data as available from accounting system or Bill.com.
 - d. Track Actual spend against commitments and report on available balances.
 - e. Maher will maintain the data, but ongoing accuracy will require cooperation from vendor relationship managers
 - i. PCE will timely provide Maher with contracts and contract amendments
 - ii. PCE will review Maher's input of the contract data into the portal

Exhibit B

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

	Year 1
Operational Assistance - Monthly Fee (\$24,500)	\$294,000
Audit Assistance Fee - annual fee	18,000
Contingency - as needed	25,000
Total	\$337,000
	Year 2
Operational Assistance - Monthly Fee (\$25,725)	\$308,700
Audit Assistance Fee - annual fee	18,900
Contingency - as needed	25,000
Total	\$352,600

Reimbursable Expenses:

Administrative, overhead, secretarial time or overtime, word processing, photocopying, in house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses.

Bill payment fees for the cloud-based accounts payable system will be borne by the PCEA with no additional mark-up. Based on recent history, the fees related to this are not expected to exceed Ten Thousand Dollars (\$15,000) annually.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 12, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Rafael Reyes, Senior Director of Energy Programs

SUBJECT: Approval of a Member Agency Energy Grant Agreement with the City of Belmont for an Amount Totaling \$379,799

RECOMMENDATION

Approval of agreement with City of Belmont for an amount totaling \$379,799 for clean energy projects under the Member Agency Energy Grants from the 2023 surplus funds allocation.

BACKGROUND

Peninsula Clean Energy's mission is to expand access to sustainable and affordable energy solutions. As part of that mission, in December 2023, the Board approved a package of customer rebates and community reinvestments totaling \$68 million. The community reinvestments included the creation of the Member Agency Energy Grants.

The Member Agency Energy Grants are a one-time total allocation of \$11.5 million for self-directed member agency projects consistent with Peninsula Clean Energy's mission. The funds available for each member agency were determined by formula, taking the maximum of either percentage of customers or percentage of load within that jurisdiction. The program opened in February 2024.

DISCUSSION

To date 19 agencies have submitted proposals, 15 have executed agreements and are in-progress. The City of Belmont submitted its proposal (attached) in June 2025 for its allocation totaling \$379,799. The city's proposal is to install EV charging at the following locations:

1. City Hall Complex (Police Lot and Manor)
2. Belmont Sports Complex
3. Corporation Yard

The EV charging projects will be layered with PCE's existing EV Ready incentives and administered through that process with the typical EV Ready application. Other funds, if any, will be disbursed through the standard Member Agency Energy Grant process with half the

funds provided up-front and the balance of funds disbursed when invoices are presented for completed projects. Additional detail may be found in the attached documents.

FISCAL IMPACT

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

ATTACHMENTS:

[2025.06.26 BOD - Member Agency Energy Grant Belmont - Contract.docx](#)

[2025.06.26 BOD - Member Agency Energy Grant Belmont - proposal.pdf](#)

RESOLUTION NO. _____

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

**APPROVAL OF A MEMBER AGENCY ENERGY GRANT AGREEMENT WITH THE CITY
OF BELMONT FOR AN AMOUNT TOTALING \$379,799**

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

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

WHEREAS, in December 2023, the Peninsula Clean Energy Board of Directors approved the Member Agency Energy Grants as part of a set of rebates and community investments from surplus funds; and

WHEREAS, the City of Belmont submitted approved projects consistent with program guidelines; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute the Agreements for approved Member Agency Energy Grants.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to execute the agreement with the City of Belmont for an amount totaling \$379,799 for clean energy projects under the Member Agency Energy Grants in a form approved by the General Counsel.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND CITY OF BELMONT FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 30 day of June, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Belmont, hereinafter called "Grantee."

* * *

1. Exhibits and Attachments

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

Exhibit A—Project Description

Exhibit B—Grant Distribution

2. Grant Process

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall implement the Project in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Distribution

In consideration of the Project to be implemented by Grantee in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, PCEA shall make a grant payment to Grantee in the manner specified in Exhibit B. PCEA may withhold final grant payment only upon reasonable determination that the work performed materially fails to meet the requirements of Exhibit B, and after providing Grantee written notice and a reasonable opportunity to cure the deficiency. In no event shall PCEA's total fiscal obligation under this Agreement exceed three-hundred and seventy-nine thousand, seven hundred and ninety-nine dollars (\$379,799). If the Project is terminated due to Grantee's failure to perform in accordance with this Agreement, Grantee shall return any unused grant funds not already committed in good faith to eligible project expenses.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2025, through June 30, 2027.

5. Relationship of Parties

It is understood that this is an Agreement by and between independent entities and is not intended to, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever.

6. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

7. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so, after reasonable notice and opportunity to cure, may result in suspension or withholding of funds distribution under this Agreement.

8. Insurance

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

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

9. Compliance With Laws

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

Grantee shall be timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Retention of Records; Right to Monitor and Audit

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

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

(c) Grantee agrees upon reasonable notice to provide to PCEA, to any Federal or State department having monitoring or review authority, to PCEA's authorized representative, and/or to any of their respective audit agencies access to records during normal business hours, upon reasonable notice, and in a manner that does not unreasonably interfere with Grantee's operations, to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of the Project work.

11. Merger Clause; Amendments

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

12. Controlling Law; Venue

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

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of PCEA, to:

Name/Title: Shawn Marshall, Chief Executive Officer
Address: 2075 Woodside Road, Redwood City, CA 94061
Telephone: 650-474-5002
Email: smarshall@peninsulacleanenergy.com

In the case of Grantee, to:

Name/Title:
Address:

Telephone:

Email:

14. Electronic Signature

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

15. No Recourse Against PCEA's Member Agencies

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

* * *

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

PENINSULA CLEAN ENERGY
AUTHORITY

CITY OF BELMONT

By: _____
Shawn Marshall, Chief Executive Officer

By: _____
Afshin Oskoui, City Manager

Date: _____

Date: _____

Exhibit A

In consideration of the payments set forth in Exhibit B, Grantee shall execute the following project:

See attached proposal

Exhibit B

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

Eligible Project Expenses

Expenses funded under this agreement must be in alignment with PCEA's mission and the goals of its Strategic Plan to decarbonize the service territory. Expense must be tangible infrastructure associated with electric power.

Examples of eligible projects:

1. Installation of EV charging infrastructure for fleet or public use
2. Building heat pump systems in government facilities
3. Incentive programs for electrifying landscape equipment, etc.
4. Installation of solar and storage systems
5. Upgrades to efficient street lights

Ineligible projects and costs:

1. Purchase of equipment using fossil fuels
2. Staff time associated with operations and other administrative costs
3. Indirect decarbonization education or general transportation infrastructure such as workshops and bike lanes
4. Production of reports or plans

Payments

1. EV Charging payments: Funds for the EV charging project will be disbursed through the PCE EV Ready program. The EV Ready program will disburse funding through its standard process. This shall include the EV Ready standard rebate in addition to added funds from this Member Agency Energy Grant for the EV charging project up to the lesser sum of the following: a) total eligible project costs (after standard rebate), or b) total Member Agency Energy Grant allocation. The required application for the EV Ready program is located at the following link:
https://peninsulacleanenergy.formstack.com/forms/ev_charger_incentives_application
2. Final payment: If allocated funds are not fully utilized in the EV charging projects, additional eligible costs may be submitted for the balance of funds (total grant less prior payments as listed in Sections 1-3 above). PCE will issue payments within 45 days following receipt of project invoices for Eligible Project Expenses. Send materials to programs@peninsulacleanenergy.com. PCEA reserves the

right to review the submitted invoices and Grantee must respond to reasonable requests for clarifications on the information provided. PCEA reserves, at its sole discretion, the right to approve and/or reject project invoices from Grantee.

Payment Method

Grantee EFT/ACH details for transfers:

- [account name]
- [financial institution]
- [routing number]
- [account number]
- [account type]

City of Belmont

Peninsula Clean Energy Member Agency Grant

Project Description

Overview and Description

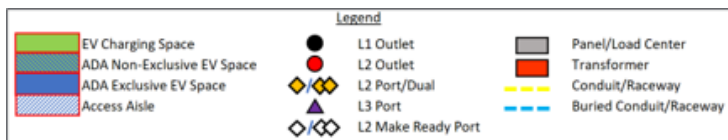
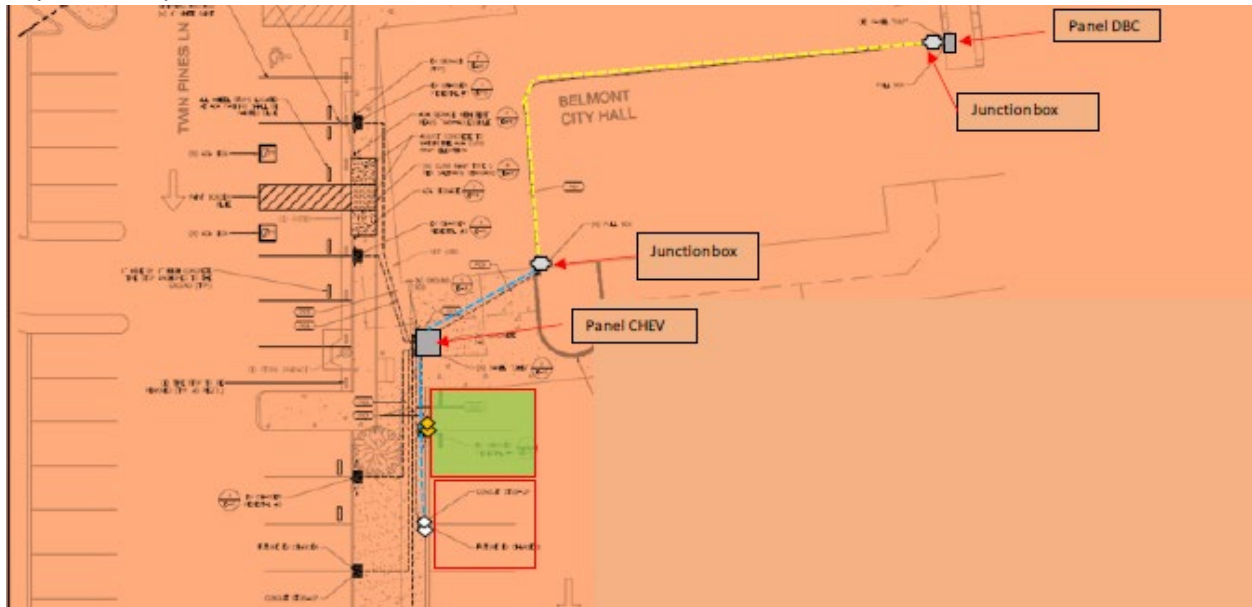
The proposed project includes the installation of six dual-port Level 2 EV chargers and ten Level 2 make-ready ports at three City sites for a combination of public and municipal use. All charger placements were identified in collaboration with PCE's EV Ready Program Technical Assistance. The Belmont Library was also explored as a possible location but deemed incompatible with the scope of the grant, primarily due to the need to re-grade the parking lot to meet ADA requirements.

Except for the Corporation Yard, all charging infrastructure will include a power management system. While not immediately required when only one or two dual port stations are installed and activated, load management will be necessary for optimal charging when all proposed future ports are installed. Contracted construction management (to advise on final design and provide construction oversight) and all-inclusive maintenance and networking plans are also included in the scope of work.

City Hall Complex – Police Lot

The first installation site would be at our City Hall Complex, which is centrally located along Ralston Ave, near the El Camino Real corridor and within 0.5 miles of Highway 101. There, we propose installing **one dual port L2 EV charger and two make-ready ports** inside the gated Police lot for municipal use. Installation would include light exterior trenching and an updated panel. The panel would ensure electrical capacity for up to six additional publicly accessible chargers in the future (since it is not yet feasible to install chargers nor make-ready infrastructure due to the forthcoming demolition and replacement of the parking lot during the Stormwater Detention Basin Project).

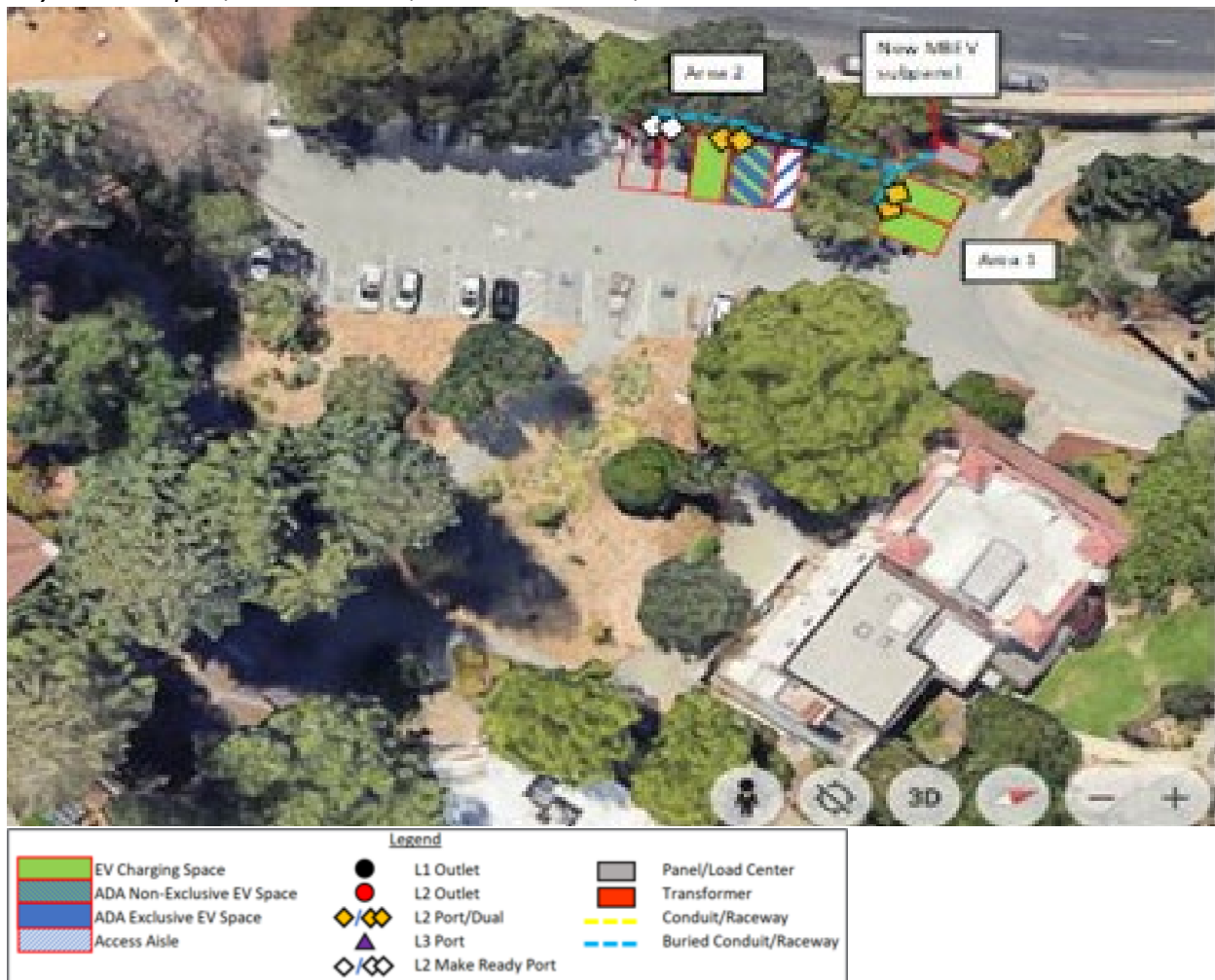
City Hall Complex, Police Lot, 1 Twin Pines Ln, Belmont



City Hall Complex – Manor House

Also within the City Hall Complex, we propose installing **two dual port L2 EV chargers and 2 make ready ports** in the parking area by the Twin Pines Manor House, a City-owned building that operates as a public art gallery and rental facility. These chargers would be accessible to the public and City staff and fleet, conveniently located near Twin Pines Park, children's play areas, picnic sites, and several facilities used for recreation programs and rentals and with a combined capacity of 480+ guests. The installation would include a new subpanel and minimal trenching through a small planter bed.

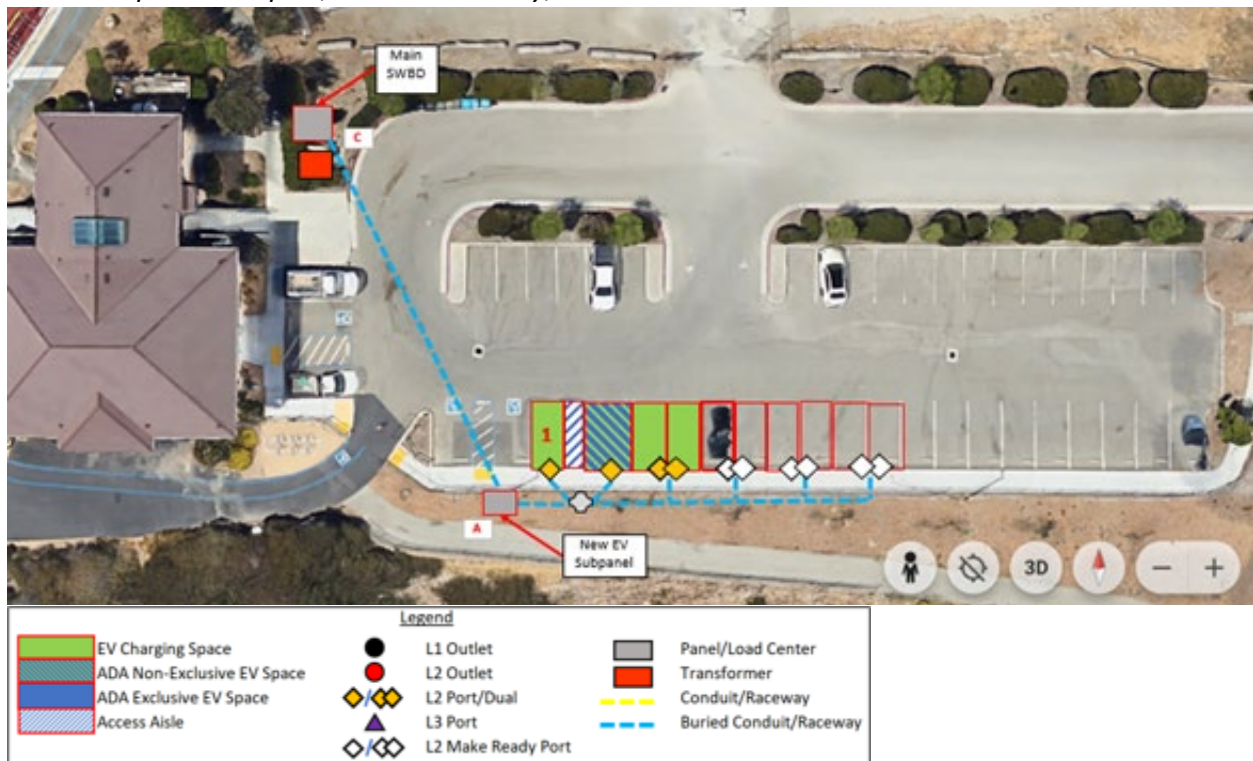
City Hall Complex, Manor House, 10 Twin Pines Ln, Belmont



Belmont Sports Complex

In the Belmont Sports Complex parking lot, we propose installing **two dual port L2 EV chargers (or a combination of single and dual port chargers for a total of 4 ports)** and **6 make ready ports**. The parking lot is adjacent to a City-owned conference center used for rentals for up to 170 guests, three heavily used public sports fields, and the Parks and Facility Maintenance Shop. The chargers would be accessible to the public and City staff and fleet. The proposed placement is adjacent to an ADA accessible pathway, requiring significant trenching across the parking lot to a new subpanel.

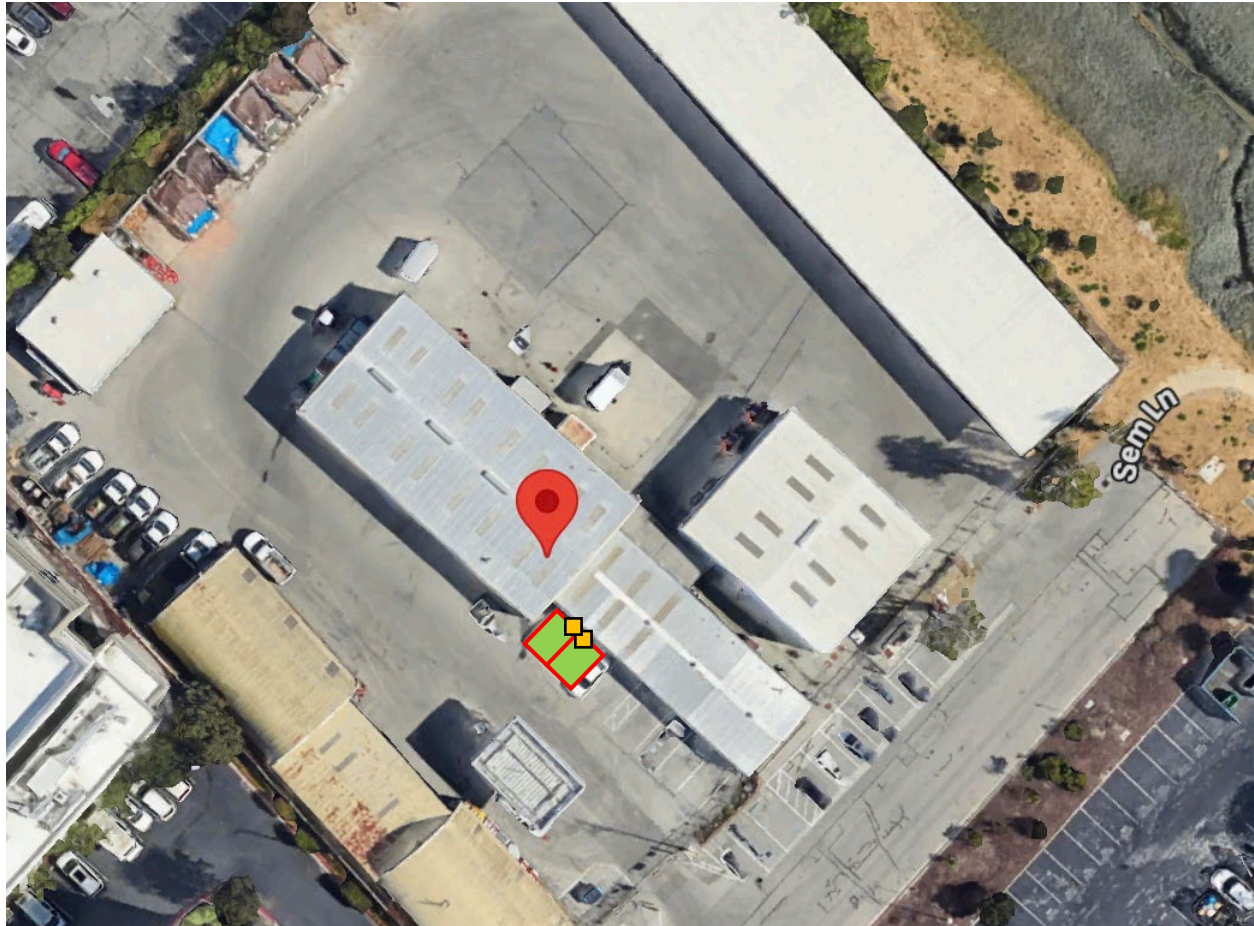
Belmont Sports Complex, 550 Island Pkwy, Belmont



Corporation Yard

For the final site, the Corporation Yard, we propose installing **one dual port solar L2 EV charger**. A solar charger is proposed here as this is the only site PCE's EV Ready Program Technical Assistance determined does not have the electrical capacity for hard-wired chargers. This site is restricted to municipal use, so the charger would only be accessible by City staff and fleet.

Corporation Yard, 110 Sem Ln, Belmont



Order of Priority

In the event the actual project costs exceed estimates, locations will be prioritized as follows.

1. City Hall Complex (Police Lot and Manor)
2. Belmont Sports Complex
3. Corporation Yard

Outcomes and Benefits

The installation of four publicly accessible dual-port EV chargers will help fill a gap in EV infrastructure in Belmont, encouraging EV adoption and helping the City meet its goals for greenhouse gas reductions. Four of the proposed dual port chargers would be publicly accessible, directly benefiting patrons of City Hall, Twin Pines Park, several athletic fields, and recreational programming and rental facilities. In addition, the panel upgrade at City Hall would support the installation of more publicly accessible chargers following the Stormwater Detention Basin Project, as the demand for EV charging increases.

The placement of two dual port EV chargers restricted for municipal use additionally supports the City's transition to an electric fleet while the dual port solar charger helps reduce the City's reliance on the grid and fossil fuels for its charging needs.

Preliminary Budget Estimate

The EV charger installation costs outlined on the following page are based on estimates provided by ClearResult through PCE's EV Ready Program Technical Assistance. Since ClearResult stated their estimates are conservatively low by design, we added a 30% inflator to these line items given the current high costs of construction.

Contracted construction management and prepaid, all-inclusive maintenance and networking plans are also included. The scope of the latter may be adjusted up or down based on the final installation costs. Should installation costs exceed these estimates, locations may be prioritized as indicated in the Overview and Description.

Budget Estimate

Location	Ports	Publicly Accessible?	Estimated Cost	EV Ready Incentives	Net Cost
City Hall Complex – Police Lot 1 Twin Pines Ln	2 L2 ports 2 make-ready ports	No	\$105,950	\$14,000 (\$5K/port + \$2K/make-ready)	\$91,950
City Hall Complex - Manor House 10 Twin Pines Ln	4 L2 ports 2 make-ready ports	Yes	\$ 53,820	\$24,000 (\$5K/port + 2K/make-ready)	\$29,820
Sports Complex 550 Island Pkwy	4 L2 ports 6 make-ready ports	Yes	\$121,030	\$32,000 (\$5K/port + 2K/make-ready)	\$89,030
Corp Yard 110 Sem Ln	2 L2 ports (solar)	No	\$120,000	\$10,000 (\$5K/port)	\$110,000
Subtotal (Charger Installations)			\$400,800	\$80,000	\$320,800
Contracted Construction Management					\$50,640
Solar Networking Plan (2 ports, 3 yrs)					\$1,200
Hard-Wired Networking and Maintenance Plan (10 ports, 3 yrs)					\$15,000
Total (All Costs)					\$387,640
Less Member Agency Grant					\$379,799
City Share					\$7,841

Timeline

The City anticipates obtaining contract authority from the City Council, issuing bid packets, selecting contractors, and finalizing contracts within six months of grant award.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 18, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Nelly Wogberg, Board Clerk
SUBJECT: Approval of Minutes from the May 22, 2025 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the May 22, 2025 Board of Directors Meeting

ATTACHMENTS:

[05-22-2025 BOD Draft Minutes.pdf](#)

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

Thursday, May 22, 2025
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 6:33 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby and the Luma Hotel, 120 West 41st Street, New York, NY 10036.

SWEARING IN OF NEW BOARD MEMBER OR ALTERNATE

Jennifer Stalzer, General Counsel presided over a swearing-in ceremony for new Board Alternates Jasneet Sharma from the County of San Mateo and Lisa Diaz Nash from the City of San Mateo.

ROLL CALL

Participating:

Lisa Gauthier, San Mateo County
Jasneet Sharma, San Mateo County
Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Chair*
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
Carlos Romero, East Palo Alto
Leslie Ragsdale, Hillsborough
Betsy Nash, Menlo Park
Anders Fung, Millbrae, *arrived at 6:41 p.m.*
Christine Boles, Pacifica
Craig Taylor, Portola Valley
Marty Medina, San Bruno, *Vice Chair*
Lisa Diaz Nash, San Mateo
James Coleman, South San Francisco

Absent:

John Dugan, San Carlos
Stacy Jimenez, Foster City
Patrick Jonsson, Half Moon Bay
Michael Amabile, Los Banos
Elmer Martinez Saballos, Redwood City

Hassan Aburish, Woodside

A quorum was established.

PUBLIC COMMENT 

Dave Mauro

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS

Director Taylor asked to pull Agenda Item Number 2, “Authorize an Amendment to the Agreement with Darren Goode to provide professional services through May 31, 2026 and to increase the contract amount by \$102,000 for a total not to exceed amount of \$758,000.”

Public Comment: None

MOTION: Director Romero moved, seconded by Director Taylor to set the Agenda, and approve Agenda Item Numbers 1 and 3.

1. Approval of a Comprehensive Legal Services Agreement with Keyes and Fox LLP in the Amount of \$351,000 for the Term of May 22, 2025 Through May 22, 2026.
3. Approval of the Minutes for the April 24, 2025 Board of Directors Meeting.

MOTION PASSED: 16-0 (Absent: Foster City, Half Moon Bay, Los Banos, Millbrae, Redwood City, San Carlos, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Romero	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	16			7

Director Taylor asked for clarification on the contract amounts for Agenda Item Number 2, “Authorize an Amendment to the Agreement with Darren Goode to provide professional services through May 31, 2026 and to increase the contract amount by \$102,000 for a total not to exceed amount of \$758,000”.

MOTION: Director Taylor moved, seconded by Director Boles to Authorize an Amendment to the Agreement with Darren Goode to provide professional services through May 31, 2026 and to increase the contract amount by \$102,000 for a total not to exceed amount of \$758,000.

MOTION PASSED: 17-0 (Absent: Foster City, Half Moon Bay, Los Banos, Redwood City, San Carlos, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Romero	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 Diaz Nash	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish				X

	Total	17			6
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REGULAR AGENDA

4. [Chair Report](#)

Chair Colson gave a Chair report that included an update on the CEO Review Committee and the Ad Hoc Committee Review Committee whose work will begin in July and continue through the end of the year.

5. [CEO Report](#)

Shawn Marshall, Chief Executive Officer, gave a report including an update on the budget approval process, the Power Charge Indifference Adjustment (PCIA), rulemaking update, next steps on risk management, an update on the Pacifica Community Center GovPV project, the upcoming RFP for GovPV 3, and anticipated updates to the schedule for public meetings in July and August. The Board will be meeting as scheduled in July and will plan to have a blackout month in August.

6. [Community Advisory Committee Report](#)

Jason Mendelson, Community Advisory Committee (CAC) Chair, gave a presentation summarizing the May 8, 2025 CAC meeting.

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

MOTION: Director DeGolia moved, seconded by Director Taylor to approve the following appointments to the Executive Committee and the Audit and Finance Committee:

Executive Committee:

Lisa Gauthier, County of San Mateo
Rick DeGolia, Atherton
Coleen Mackin, Brisbane
Donna Colson, Burlingame
Leslie Ragsdale, Hillsborough
Betsy Nash, Menlo Park
Anders Fung, Millbrae
Marty Medina, San Bruno
Adam Loraine, San Mateo

Audit and Finance Committee:

Tom McCune, Belmont
Donna Colson, Burlingame
Carlos Romero, East Palo Alto
Michael Amabile, Los Banos
Elmer Saballos-Martinez, Redwood City

Public Comment: None

MOTION PASSED: 17-0 (Absent: Foster City, Half Moon Bay, Los Banos, Redwood City, San Carlos, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Romero	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 Diaz Nash	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish				X
	Total	17			6

8. [Approval of a Resolution Delegating Authority to the Chief Executive Officer to Execute an Energy Storage Services Agreement for the Wright Battery Energy Storage System with Stellar Wright BESS LLC with a Delivery Term of Twenty \(20\) Years and a Guaranteed Commercial Operation Date of June 1, 2026, in an Amount Not-to-Exceed \\$332 Million \(Action\)](#) 

Sara Maatta, Senior Manager of Power Resources, and Roy Xu, Senior Director of Power Resources, gave a presentation on the Wright Battery Energy Storage System (BESS).

Guest speaker: Talon Doucette, Director of Origination at Stellar Renewable Power

[Public Comment](#)  Dave Mauro

MOTION: Director Gauthier moved, seconded by Director Coleman to Approve Resolution Delegating Authority to Chief Executive Officer to Execute an Energy Storage Services Agreement for the Wright Battery Energy Storage System with Stellar Wright BESS LLC, with

a Delivery Term of Twenty (20) Years and a Commercial Operation Date of June 1, 2026, in an Amount Not-to-Exceed \$332 Million (Action).

MOTION PASSED: 17-0 (Absent: Foster City, Half Moon Bay, Los Banos, Redwood City, San Carlos, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Romero	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 Diaz Nash	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish				X
	Total	17			6

9. [Approval of a Contract with Lunar Energy for a Distributed Energy Resource Management System \(DERMS\) \(Action\)](#)



Peter Levitt, Senior Programs Manager of Distributed Energy Resources, gave a presentation on the Distributed Energy Resource Management (DERMS) System and the contract with Lunar Energy.

Public Comment: None

MOTION: Director Mackin moved, seconded by Director Nash to approve a main services agreement (MSA) and two sub-contracts (“Scopes”) with Lunar Energy for a Distributed Energy Resource Management System (DERMS) with a term of 5 years in an amount not to exceed \$3.1 million.

MOTION PASSED: 17-0 (Absent: Foster City, Half Moon Bay, Los Banos, Redwood City, San Carlos, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Sharma	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez	X			
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Romero	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 Diaz Nash	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish				X
	Total	17			6

10. [Discussion on Phase One of Peninsula Clean Energy's 2026-2030 Strategic Planning Process \(Discussion\)](#)

Lester Olmsted-Rose, Partner at La Piana Consulting, and Shalini Swaroop, Chief Operating Officer, gave a presentation with an update on Peninsula Clean Energy's 2026-2030 Strategic planning elements and process.

Public Comment: None

11. Board Members' Reports

None

CLOSED SESSION

12. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Chief Executive Officer
13. CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Chair Donna Colson and General Counsel/
Assistant General Counsel;
Unrepresented Employee: Chief Executive Officer
14. Reconvene Open Session (If Necessary) To Report Any Action(s) Taken During
Closed Session

The Board went into Closed Session at 8:40 p.m.

The Board returned from Closed Session at 9:51 p.m. with no reportable action.

ADJOURNMENT

Meeting was adjourned at 9:51 p.m.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 20, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: None

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

BACKGROUND

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

DISCUSSION

During the Board meeting, CEO Shawn Marshall will provide an update on a variety of PCE topics, including but not limited to: Wright BESS contract update, PCE Joint Rate Mailer, Emergency Hot Water Heater Program, Voice of the Customer Initiative, CA Legislative Report, Federal Administration Update, and upcoming events of interest.

PCE Thought Leadership

- Peter Levitt, Senior Programs Manager, Distributed Energy Resources in Energy Programs, moderated a panel on Distributed Generation at the Energy Storage Finance & Investment Summit on June 11th
- Phillip Kobernick, Associate Director, Energy Programs in Energy Programs, presented to the Marin Conservation League on June 18th
- Carlos Moreno, Senior Energy Programs Analyst in Energy Programs, did an (in Spanish) interview with Social Focus, a Spanish language radio station on June 18th
- Shawn Marshall will be speaking at the CA Climate and Energy Forum sponsored by CivicWell on July 9th

PCE In the Community (June/July)

6/11	Electrification Workshop for Tenants, San Mateo
6/12	Senior Community Resource & Health Fair - East Palo Alto
6/13	Edgewood's Health Fair , Redwood City
6/14	Citizens' Climate Lobby Presentation, San Mateo County
6/16	City Hall Tabling, Los Banos
6/25	Citizen Advisory Committee Presentation, Brisbane
6/28	Woodland Creek EV Charger Ribbon Cutting, East Palo Alto
7/10	Daly City Partnership Focus Group, Daly City

7/14	Climate Resilient Communities Focus Group, East Palo Alto
7/25	Family Resource Day, Daly City

PCE Staffing Update

Katarina Malmgren, Power Resources Analyst, Starting July 1st



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 9, 2025
MEETING DATE: June 26, 2025
SPECIAL NOTICE/HEARING: true
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Leilani Johnson, Director of People and Culture

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

RECOMMENDATION

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

BACKGROUND

California AB2561, introduced by Assembly member Tina McKinnor in February 2024, amends the Meyers-Miliias-Brown Act to increase transparency and accountability around staffing shortages in local public agencies including cities, counties, and special districts. Fiscal year 2025 is the first year for PCE to report this information to our Board of Directors.

DISCUSSION

In the fiscal year ending June 20, 2025, Peninsula Clean Energy's hiring and retention for the fiscal year is as follows:

- Total FTE Budgeted: 63 + 3 Interns (for 3 months of full-time employment)
- New FTE Added in FY25: 13 + 3 Interns
- New FTE Filled as of 6/26/2025: 13 + 3 Interns
- Average Time to Hire: 42 days
- Retention Rate: 96.8%
- Average Turnover Rate: 3.2%

Challenges Faced in Hiring:

1. Finding talent that brings both the skills and experience needed AND are great "culture adds" for PCE can take time; and,
2. PCE continues to refine and expand its DEAI recruitment efforts to hire the best candidates.

What PCE Has Going For It

1. A strategic, structured approach to recruitment
2. 94.5% of PCE's staff sees themselves continuing to work for PCE for the next 3 years
3. PCE offers competitive compensation and employee benefits
4. Our culture is highly attractive to great candidates: we are mission-driven, highly diverse, and remote-first.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: June 18, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Nicholas Bijur, Chief Financial Officer
SUBJECT: Approval of the Fiscal Year 2025-2026 Budget (Action)

RECOMMENDATION

Approve proposed Fiscal Year 2025-2026 budget (July 1, 2025, through June 30, 2026).

BACKGROUND

On May 12, 2025, staff presented a draft fiscal year 2025-2026 budget to the Audit and Finance Committee to solicit comments and input. The Audit and Finance Committee was supportive of the draft budget and did not have any suggested changes. Staff presented a slightly revised budget updated with the most current assumptions to the Audit and Finance Committee and the Executive Committee on June 9, 2025, at which time both committees unanimously recommended approval of the fiscal year 2025-2026 budget to the Board of Directors (Board) with minor suggested changes.

DISCUSSION

A fiscal year 2025-2026 (July 1, 2025 through June 30, 2026) budget presentation and details will be provided for Board review and approval. The bottoms-up budgeting approach included individual discussions with the department heads to develop their portions of the budget. Staff also conducted a cross-departmental meeting to review Peninsula Clean Energy (PCE) priorities and cost reduction opportunities.

The budget being presented includes sufficient expenses to support PCE's operations and mission to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions. Total budgeted costs of \$392 million represents a 4% decrease from fiscal year 2024-2025 due largely to lower energy costs, offset in part by higher operating expenses.

Maintaining electric generation rates at a 10% discount to PG&E throughout the year should generate sufficient revenues to support PCE's fiscal year 2025-2026 costs. The forecast assumes an approximate 35% rate decrease in February 2026 to coincide with anticipated PG&E and PCIA rate changes. Staff will return to the Board in January 2026 for approval of updated rates. Forecasted electricity sales are \$65 million less than fiscal year 2024-2025 due

to lower customer rates throughout the year which are inclusive of a forecasted higher PCIA (exit fee).

FISCAL IMPACT

Approving the fiscal year 2025-2026 budget will provide sufficient resources to cover PCE's operations and will allow PCE to maintain the current 10% net discount to PG&E, while supporting PCE's procurement goals and long-term financial viability.

ATTACHMENTS:

[5-Year Forecast.pdf](#)

RESOLUTION NO. _____

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

APPROVAL OF THE FISCAL YEAR 2025-2026 BUDGET (ACTION)

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

WHEREAS, PCEA Staff reviewed a draft budget for fiscal year 2025-2026 and the underlying assumptions with the Audit and Finance Committee at its meeting on May 12, 2025 to solicit input and recommended changes, and;

WHEREAS, PCEA Staff reviewed an updated version of the budget with the most updated and current information available with the Executive Committee and Audit and Finance Committee at their respective meetings on June 9, 2025, and;

WHEREAS, the Executive Committee and the Audit and Finance Committee recommended to the PCEA Board of Directors approval of the budget at the Board of Directors meeting on June 26, 2025.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the PCEA Board of Directors approves the fiscal year 2025-2026 budget, which was presented to the Board of Directors at its meeting on June 26, 2025.

5-Year Forecast

As of June 18, 2025

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
<i>\$ in millions</i>	Updated Fcst	Budget	Forecast	Forecast	Forecast	Forecast
Operating Revenues	\$454.8	\$381.1	\$301.0	\$418.7	\$447.9	\$456.9
Rate Stabilization Fund	(37.0)	-	105.0	-	-	-
Revenues	417.8	381.1	406.0	418.7	447.9	456.9
Cost of Energy	361.4	337.6	352.2	363.6	386.7	398.3
Revenue less Energy Costs	56.4	43.4	53.8	55.1	61.1	58.7
Programs	17.5	21.7	27.1	27.7	27.7	27.2
Staff Compensation	14.2	16.4	18.1	19.6	20.6	21.6
General & Administrative	13.9	16.3	16.4	17.2	17.6	18.1
Operating Expenses	45.6	54.3	61.6	64.5	65.8	66.8
Operating Income (Loss)	10.8	(10.9)	(7.8)	(9.4)	(4.7)	(8.1)
Interest Income	22.0	14.9	12.3	10.5	10.4	10.3
Change in Net Position	\$32.7	\$4.0	\$4.5	\$1.2	\$5.8	\$2.2
Discount/(Premium) to PG&E	~7%	10%	5%	5%	5%	5%



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 13, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Nicholas Bijur, Chief Financial Officer
SUBJECT: Discussion of Rate Stabilization Fund and 5-Year Forecast (Discussion)

RECOMMENDATION

Discussion item only.

BACKGROUND

The Board of Directors (Board) approved the establishment of a Rate Stabilization Fund in May 2024. A Rate Stabilization Fund is an accounting tool available to government entities under Governmental Accounting Standards Board (GASB) 62 to mitigate rate changes and, more importantly, absorb rate spikes. The primary purpose of GASB 62 is to recognize expenses and the revenues from rates designed to recover those costs in the same accounting period. This standard recognizes that Load Serving Entities, including CCAs, often have to consider rate stability, and thus recover costs over different periods than those costs would be recognized as expenses under Generally Accepted Accounting Principles.

PCE staff will consider deferral of revenues into the Rate Stabilization Fund in a fiscal year when the projected addition to Net Position is greater than 3% of revenues, and deposits can be made into the Rate Stabilization Fund until the fund balance equals 15% of revenues, which is the threshold established by the Board in 2024. Staff will consider withdrawals of revenues from the Rate Stabilization Fund in a fiscal year where Change in Net Position is projected to be negative or as necessary to satisfy any covenants, contractual obligations, or to maintain investment grade credit ratings.

Peninsula Clean Energy (PCE) deferred \$68 million of revenues in fiscal year 2023-2024, representing 15% of revenues.

DISCUSSION

When the Rate Stabilization Fund was initially contemplated by staff and approved by the Board in 2024, the 15% of revenues fund limit was based on benchmarking data at the time and was determined to be sufficient to help support PCE rates in the near future. Given updated benchmarking data and an anticipated significant increase in the PCIA that will negatively impact customer costs, staff recommends temporarily waiving the Rate Stabilization

Fund limit and deferring additional revenues in fiscal year 2024-2025. The revenues will likely be recognized in fiscal year 2026-2027 to help lower rates and provide customers a net discount to PG&E.

Staff forecasts an approximately \$70 million addition to Net Position in the current fiscal year, which exceeds the original budget primarily due to lower energy costs. Deferring revenues and increasing the Rate Stabilization Fund will directly support PCE's ability to lower rates in fiscal year 2026-2027 when PG&E generation rates are expected to decline and the PCIA to increase significantly. While the exact amount of revenues to be deferred will depend in part on fiscal year 2024-2025 final financial results, deferring \$37 million of revenues would increase the Rate Stabilization Fund to \$105 million, which represents 23% of revenues.

The Executive Committee and the Audit and Finance Committee discussed the Rate Stabilization Fund at their respective June 9 2025 meetings and were supportive of staff's recommendation to defer additional revenues into the Rate Stabilization Fund in fiscal year 2024-2025 and temporarily waive the fund limit to help support lower rates for PCE customers in the near future.

FISCAL IMPACT

Deferring revenues into the Rate Stabilization Fund will have a commensurate negative effect on revenues in the current fiscal year while still generating an addition to Net Position. There is no impact on cash. Withdrawals from the Rate Stabilization Fund will have a commensurate positive effect on net revenues in that fiscal year, thus allowing continued rate discounts, and similarly no impact on cash.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: June 13, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Jennifer Stalzer, General Counsel

SUBJECT: Approval of the Second Amendment to the Agreement with Shawn E. Marshall, Chief Executive Officer, for the Term of July 1, 2023 to June 30, 2026, Increasing the Annual Salary Amount to \$425,000, Awarding of a Bonus of \$25,000, and Amending the Bonus Structure for 2026 to an Amount up to Ten Percent (10%) of the Chief Executive Officer's Current Base Salary (Action)

RECOMMENDATION

The Board's Ad Hoc Committee, consisting of Board Chair Donna Colson, Board Vice Chair Marty Medina and former Board Chair Rick DeGolia, recommends that the Board approve an Amendment to the Agreement with Shawn E. Marshall, Chief Executive Officer of Peninsula Clean Energy (the Agreement). The Agreement commenced on July 1, 2023 and concludes on June 30, 2026 with the possibility of an extension. Based on the Committee's comprehensive review of Ms. Marshall's performance and goal progress and pursuant to paragraph four (4) of the Agreement, it recommends Board approval of an Amendment increasing Ms. Marshall's annual base salary of \$393,750 by approximately eight (8) percent pursuant resulting in an annual salary of \$425,000. The Ad Hoc Committee further recommends adoption of a resolution awarding Ms. Marshall a discretionary bonus of \$25,000 pursuant to paragraph four (4) of the Agreement. Further, there is a recommendation to amend the bonus structure as described by paragraph four (4) of the Agreement by removing the \$25,000 bonus for 2026 and replacing it with a bonus of up to ten percent (10%) of the Chief Executive Officer's current base salary.

BACKGROUND

Shawn E. Marshall was appointed as the Chief Executive Officer of Peninsula Clean Energy effective July 1, 2023. On August 22, 2024, the Board approved the first amendment to the employment agreement increasing Ms. Marshall's annual salary to \$393,750.

DISCUSSION

The Board's Ad Hoc Committee in conjunction with Counsel led and managed a comprehensive performance review process and evaluated Ms. Marshall's performance in a number of categories over her second year as CEO. The Ad Hoc Committee concluded that

during her second year of service, Ms. Marshall met or exceeded expectations in all performance categories. The Ad Hoc Committee also reviewed Ms. Marshall's goals as reviewed and approved by the Committee following her 2024 performance review. The goals are completed or in progress to the Committee's satisfaction. Finally, the Ad Hoc committee reviewed current CEO salary data from other northern California CCAs to benchmark current CEO salary ranges.

Based on her performance and goal progression in the service of PCE, the Ad Hoc Committee recommends that Ms. Marshall's salary be increased eight percent (8%) pursuant to paragraph four (4) of the Agreement to an amount not to exceed \$425,000 and this amount shall be effective July 1, 2025. Further, there is a recommendation to amend the bonus structure as described by paragraph four (4) of the Agreement by removing the \$25,000 bonus for 2026 and replacing it with a bonus of up to ten percent (10%) of the Chief Executive Officer's current base salary based on FY 2025-2026 performance.

In conclusion and based on the above-described reviews and analysis, the Ad Hoc Committee recommends approval of the amendment to the agreement with Shawn E. Marshall inclusive of the pay increase and a resolution awarding the discretionary bonus as described herein. The Committee also thanks Shawn E. Marshall for her two years of excellent service as Chief Executive Officer of PCE. Ms. Marshall's performance will be reevaluated on or before June 30, 2026.

FISCAL IMPACT

As above.

RESOLUTION NO. _____

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

APPROVAL OF THE SECOND AMENDMENT TO THE AGREEMENT WITH SHAWN E. MARSHALL, CHIEF EXECUTIVE OFFICER, FOR THE TERM OF JULY 1, 2023 TO JUNE 30, 2026, INCREASING THE ANNUAL SALARY AMOUNT TO \$425,000, AWARDING OF A BONUS OF \$25,000, AND AMENDING THE BONUS STRUCTURE FOR 2026 TO AN AMOUNT UP TO TEN PERCENT (10%) OF THE CHIEF EXECUTIVE OFFICER'S CURRENT BASE SALARY (ACTION)

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

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

WHEREAS, Shawn E. Marshall was appointed to the position of Chief Executive Officer of PCEA on July 1, 2023; and

WHEREAS, the PCEA Board of Directors initiated a second year review of Ms. Marshall's performance and goals and as such, an Ad Hoc Committee of PCEA's Board of Directors consisting of Board Chair Donna Colson, Board Vice Chair Marty Medina, and Rick DeGolia was formed; and

WHEREAS, the Board's Ad Hoc Committee concluded that during her second year of service, Ms. Marshall either met or exceeded expectations in all evaluated performance categories; and

WHEREAS, the Ad Hoc Committee also assessed Ms. Marshall's progress on her 2024-2025 goals that were previously reviewed and approved by the Committee, and;

WHEREAS, the Ad Hoc Committee determined that Ms. Marshall's evaluated goals are either appropriately in progress or completed to its satisfaction; and

WHEREAS, based on her excellent performance and progress on critical goals, the Ad Hoc Committee recommends that Ms. Marshall's salary be increased by eight (8) percent pursuant to paragraph four (4) of the Agreement to an amount not to exceed \$425,000 and that this salary amount shall be effective July 1, 2025;

WHEREAS, the Board further recommends that Ms. Marshall receive the \$25,000 discretionary annual bonus as described by paragraph four (4) of the Agreement based on her excellent performance in the position of CEO; and

WHEREAS, the Board further recommends an amendment to the 2026 bonus structure as described by paragraph four (4) of the Agreement allowing a bonus of up to ten percent (10%) of the Chief Executive Officer's current base salary; and

WHEREAS, this Board has been presented with a form of such amendment to the Agreement and has examined and approved as to both form and content and desires to enter into the same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Chair of Peninsula Clean Energy be, and hereby is authorized and directed to execute the Second Amendment to the Agreement Between the Peninsula Clean Energy Authority and Shawn E. Marshall for Service as Chief Executive Officer for and on behalf of Peninsula Clean Energy, and the Clerk of the Board may attest the Chair's signature thereto. The payment of the \$25,000 discretionary annual bonus to Ms. Marshall is also hereby authorized as is the amendment to the bonus structure for 2026 allowing a bonus of up to ten (10) percent of the CEO's salary.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: June 13, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: None

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

RECOMMENDATION

The following is a quarterly update of Account Services team activities taking place during the fourth quarter of FY25, please see topics below for additional detail.

BACKGROUND

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

DISCUSSION

Enrollment Statistics

Peninsula Clean Energy's participation rate is currently 97.1%

(See Attached Table)

Solar Customer Annual Cash Outs

The 2025 annual cash out is complete, and with it signifies the one year mark for Solar Billing Plan (SBP) customers and the first PCE Solar Billing Plan annual cash out. In total, 538 PCE customers received a cash out under the SBP totaling \$18,230 in Net Surplus Compensation (NSC). Under the Net Energy Metering (NEM) program, 11,728 customers received a total of \$2,795,291 in cash outs. In 2024, PCE NEM customers collectively earned \$2,777,000 in cash outs. Staff look forward to analyzing the results of this first Solar Billing Plan cash out and determine if any changes should be made to increase value for customers.

This 2025 annual cash out was also the first with the new lower NEM cash out cap, reduced from \$20,000 in 2024 to \$10,000 this year. The cap applied to eight customers and did not

have an impact on customers that had not already been affected by the cash out cap in previous years. In addition, the change made to the check issuance threshold (\$500 or more) last year continued to increase credit redemption efficiency, with just over 1,500 checks issued out of the 11,728 total cash outs. This is also the first annual cash out period managed with the support of the in-house contact center team, and their direct communication with customers has helped improve customer satisfaction for cash out inquiries.

Customer Communications

The Joint Rate Mailer (JRM), an annual required regulatory mailing, will be sent out to customers via email and postal mail this month. This communication is sent in partnership with PG&E to all customers in San Mateo County and Los Banos, regardless of whether they take service with Peninsula Clean Energy or not. The JRM serves to provide customers with a comparison of electricity rates and provider options. Customers will also find information regarding the 2024 electric power mix of the various electricity options available to them.

Improving Data Visualization to Support Customer Analysis

This summer, we welcome intern Daniel Lin who is supporting us with revamping our customer insight dashboards. These dashboards act as a tool to provide data access to PCE staff, particularly to provide key data needed to support larger commercial accounts. They both visualize the data in easy-to-interpret charts while being modifiable with filters and date range controls.

These dashboards provide snapshots of customer billing data, energy usage, program enrollment and other data that will reduce the amount of staff time spent querying for data to complete common reports and recurring data requests. Daniel is already hard at work in assessing our dashboard needs, studying the source data and beginning to plan out our new dashboards.

Contact Center Updates

In the first six months of operation, our new in-house contact center continues to achieve significant milestones, demonstrating a strong commitment to delivering exceptional customer support.

Since our go-live date in December 2024, the team has answered 2,575 calls and responded to 2,039 emails. The Customer Success Advisors (CSAs) remain dedicated to addressing customers' needs, educating them on Peninsula Clean Energy, and highlighting the benefits of being our customers. Their continued efforts reflect a consistent customer-first mindset and a willingness to go the extra mile to ensure a positive experience.

The CSAs have consistently handled calls from customers who noticed PCE on their bill—not to opt out, but to learn more about PCE and its benefits. During these interactions, the CSAs have effectively educated customers about PCE and our programs. Additionally, the team continues to receive calls from customers looking to enroll in PCE before moving to their new home, as well as inquiries about available rebates ahead of home remodeling projects.

Over the past three months, we successfully re-enrolled three customers. These customers proactively reached out to rejoin after being inactive as PCE customers for over 12 months.

Contact Center Stats for March 2025 - May 2025

(Summary of Call Stats Attached)

A notable achievement is the successful completion of EV Advisor training by all CSAs. As of May 27, 2025, customers now have the option to speak with an “Electric Vehicle Advisor” when calling, thanks to a new menu option added to our IVR. This expansion of service capabilities ensures we are better equipped to support our customers' growing interest in electric vehicles.

Additionally, the team is implementing a customer satisfaction survey process. At the end of each call, CSAs will begin transferring customers to a survey to gather feedback on their experience. While the survey questions are standardized by Calpine and cannot be modified, the results will provide valuable insights and will be shared with the Contact Center Manager in a monthly report.

Hourly Flex Pricing Pilot

Beginning this year, Peninsula Clean Energy began partnering with PG&E to offer an Hourly Flex Pricing pilot program. An ideal candidate for the program employs automated services to help optimize their usage based on hourly prices published the day before. The pilot's goal is to examine hourly price responsiveness, and customers who can shift energy usage from high-cost hours into low-cost hours may receive credits. Enrolled customers remain on their otherwise applicable tariff and are billed as normal.

Since last quarterly update, Peninsula Clean Energy has approved enrollment for both residential and large commercial customers, including some strategic customers eager to participate in the pilot. In addition to benefiting from pilot data and results, Peninsula Clean Energy will receive some financial incentive calculated based on enrolled customer load. As enrollments are still being processed, we will report back in future reports on the findings and results of the program.

Collection Efforts

Since our last quarterly update, our pre-collections efforts have resulted in more than \$4,000 in bad debt collected, totaling \$27,000 in total bad debt collected since June, 2024. Our collections process, managed by Optio Solutions, has resulted in an additional \$11,500 of bad debt collected. As a reminder, customers sent to collections have already been contacted with a pre-collections letter, and did not respond to make payment. CARE and FERA customers remain in the pre-collections process, and are not sent to collections. In total, our pre-collections and collections processes have resulted in nearly \$39,000 in bad debt collected.

In June, we will be processing a fourth batch of pre-collections letters to 1,100 customers as well as providing an updated collections file to Optio Solutions. We expect to be able to report back on the success of these collection processes in the next quarterly update.

ATTACHMENTS:

[Enrollment Statistics and Call Stats Summary.docx](#)

Enrollment Statistics

TOT	RES Count	COM Count	Active Count	Eligible Count	Participati on Percent	ECO100 Count	ECO100 Percent
ATHERTON INC	2483	208	2691	2709	99%	51	1.9%
BELMONT INC	11322	916	12238	12445	98%	226	1.8%
BRISBANE INC	2006	486	2492	2524	99%	88	3.5%
BURLINGAME INC	14624	1960	16584	16953	98%	340	2.1%
COLMA INC	583	285	868	878	99%	31	3.6%
DALY CITY INC	31248	1925	33173	34252	97%	113	0.3%
EAST PALO ALTO INC	7239	449	7688	8051	95%	25	0.3%
FOSTER CITY INC	13770	826	14596	14861	98%	297	2.0%
HALF MOON BAY INC	4258	646	4904	5026	98%	123	2.5%
HILLSBOROUGH INC	3883	137	4020	4037	100%	71	1.8%
LOS BANOS INC	12178	1285	13463	15787	85%	4	0.0%
MENLO PARK INC	15156	1696	16852	17010	99%	651	3.9%
MILLBRAE INC	8883	634	9517	9747	98%	111	1.2%
PACIFICA INC	14171	848	15019	15487	97%	165	1.1%
PORTOLA VALLEY INC	1504	131	1635	1694	97%	1515	92.7%
REDWOOD CITY INC	31956	3299	35255	35880	98%	696	2.0%
SAN BRUNO INC	14939	1077	16016	16690	96%	88	0.5%
SAN CARLOS INC	12499	2050	14549	14692	99%	311	2.1%
SAN MATEO INC	40491	3877	44368	45276	98%	657	1.5%
SO SAN FRANCISCO INC	21978	2990	24968	25847	97%	116	0.5%
UNINC SAN MATEO CO	21286	2944	24230	24740	98%	645	2.7%
WOODSIDE INC	2038	217	2255	2276	99%	60	2.7%

Call Stats Summary

Total Calls Answered	Spanish Calls
1336	167

Opt Out Submitted	Retained	Re-Enrollment
45	89	3

Emails
1012



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 13, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: None

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

BACKGROUND

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

DISCUSSION

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

The Data Team

Over the past quarter, the Data team has continued to strengthen PCE's data capabilities, delivering meaningful enhancements to infrastructure, analytics, and cross-departmental collaboration. Key accomplishment include:

Data Team Internal Projects – The Data team focused on improving the reliability, security, and usability of our data systems that support PCE's analysis and reporting. This included updating the automatic processing of utility data files to reduce manual handling. Several internal datasets were standardized to ensure consistency across reporting and analytics tools. The team also improved how external data sources are integrated, helping address issues like duplicate records and inconsistent formats. Work continued on streamlining access for staff who rely on data for operational analysis and reporting, with new security measures and building out more user-friendly tools. Additionally, the team began evaluating cloud-based tools to better manage our codebase repository and support scalability.

Power Resources Projects – We continued to enhance the CAISO OASIS dataset bringing in data on awards, curtailments, meter and e-tag data, and allocations thereby improving the

depth and reliability of data available for forecasting and analysis. The next phase includes integrating a new bundle of IST data to further support forecasting needs. In parallel, we are working to expand secure, authenticated access to the data warehouse across the Power Resources team, enabling more self-service capabilities and streamlining the development of excel-based analytical tools. We also made targeted updates to existing datasets to improve data quality, traceability, and historical completeness. These enhancements provide a stronger foundation for analytics and decision-making across energy market operations.

Programs Projects – We made several targeted enhancements to improve data accuracy, accessibility, and reporting. We expanded the weather dataset to include weather stations from Merced County, addressed duplicate records and file structure changes in key property data tables, and updated multiple 4013 transfer files supporting both Brillion and Franklin Energy, with key additions for improved data alignment. Several new GovPV sites were added to the database and billing analysis tool, including the San Bruno Aquatic Center, Hillsborough Public Works Yard, Colma Community Center, and Pacifica Community Center. We also conducted data pulls to support XeroHome’s tracking and began planning for the integration of the multiple EVSE charging station data streams.

Marketing Projects – We enhanced the data transfer process to our customer intelligence platform vendor by creating a new a manual file drop option that integrates with the existing automated daily transfer workflow. This improvement provides greater flexibility for incorporating additional data sources as needed to the platform. We also began work on refining customer segmentation strategies by exploring ways to filter and organize residential and commercial customer data. These efforts aim to improve targeting and campaign effectiveness by delivering cleaner, more actionable data to the Marketing team.

Account Services Projects – We partnered with the Account Services Team and played a big role in data onboarding and project support with their summer intern, including data warehouse access and development of the Top 200 customer dashboards. We made updates and improvements to the Rate Map and Alias Mapping for better data consistency, as well as a refactor of the DAC-GT cloud workflow to increase reliability. We are also working on the development of a self-serve process for retrieving Calpine Blue Bill PDFs via API and continued work on a PDF Tool to streamline document scraping and processing.

CCA Data Analytics Working Group – In addition to department-specific initiatives, PCE’s Data team continues to lead the CCA Analytics Data Working Group, a quarterly forum that brings together data professionals from across the various CCAs to collaborate on data projects ideas and strategic initiatives. This working group is now formally integrated into the broader CalCCA portfolio of managed groups. This alignment helps centralize our efforts, improves visibility, and ensures our group is better connected with other CCA-focused working groups.

The IT Team

This past quarter, the IT team focused on strengthening cybersecurity and ensuring smooth day-to-day technology operations. Progress was made across IT security, infrastructure, internal support, and planning for future needs. Key accomplishment include:

Security and Compliance – We completed the IT portion of the triennial CPUC AMI audit and finalized both our internal self-assessment and an external cybersecurity review, which confirmed we are in good standing. In collaboration with a security consultant, we completed

our enhanced Incident Response planning and are now entering the next phase. We also began a comprehensive software and user audit to improve visibility and control over system access. To further strengthen our posture, we continued automating software security updates across all devices via our device management platform. Additionally, we are working with legal counsel to update our data retention policy.

Infrastructure and Systems Improvements – We advanced several infrastructure initiatives to enhance reliability and security. Operating system updates were planned and scheduled across all Mac and Windows devices to ensure compatibility with the latest security patches. Environment monitoring in the equipment room was improved through the installation of smart plugs, thermometers, and hygrometers. We also tested the office's internet circuit failover system to confirm redundancy and maintain uptime during outages. VPN network filtering and device traffic monitoring enhancements are underway to improve network management. As part of facilities changes, we relocated IT equipment from Suite 150 to the 2075 building.

Staff and Organizational Support – IT played a key role in onboarding PCE's summer interns, ensuring each had timely access to necessary systems and equipment. We continued to provide responsive support across the organization, maintaining strong service levels through our IT helpdesk. In collaboration with HR, we integrated the Blue Ocean Brain platform with our SSO system to support a seamless user experience for employee learning. We also expanded our internal IT knowledge base with new support articles, empowering staff to resolve common issues independently and more efficiently. Additionally, we implemented a new closed captioning solution using an iPad for in-person Board meetings, enhancing accessibility and is available for members of the public.

The AI Initiative

This quarter, we launched a new initiative focused on responsible and effective use of artificial intelligence (AI) across the organization. We are working with an AI consultant to develop a clear usage policy and practical guidelines tailored to our staff's needs and workflows.

To begin, we conducted a staff-wide survey to gauge current AI usage and attitudes. This was followed by targeted interviews representing a diverse cross-section of the organization. These insights have helped shape our approach and ensure that the resulting resources reflect the full spectrum of staff perspectives.

With this foundation, we hosted two all-staff presentations to introduce our AI strategy, showcase real-world use cases, and highlight tools. These sessions focused on making AI accessible and actionable, helping staff understand how it can support day-to-day tasks while also acknowledging potential risks. We shared curated resources and examples to guide staff in applying AI thoughtfully. Our consultant is now developing a set of training modules customized to our top use cases.

This is a new and rapidly evolving area for organizations everywhere, and as such, our approach will remain iterative - adapting over time as tools, best practices, and staff needs evolve.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: May 29, 2025
MEETING DATE: June 26, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Marc Hershman, Director of Government Affairs
SUBJECT: Update on Legislative Activities

BACKGROUND

Sacramento Summary – the 2025-26 Legislative Session

2025 California State Budget

On May 14, the May budget revision from Governor Newsom was made public. As expected, the state budget that was balanced in the Governor's January proposal now shows a \$12 billion deficit for FY 2025-26. The deficit could grow if anticipated federal funds do not materialize. To close the estimated deficit of \$12 billion, the Governor has proposed spending reductions and the use of a portion of California's rainy-day fund. It also calls for using millions from the 2024 climate bond to backfill general fund cuts.

Governor Newsom is also proposing an extension to 2045 of the cap-and-trade program, which he now refers to as cap-and-invest. He frames this lengthy extension as providing greater market certainty and it also is the date by which California is striving to achieve carbon neutrality.

The Governor's budget calls out two specific programs for continued funding from the cap-and-trade program: \$1.54 billion for CalFire in 2025/2026 (growing to \$1.9 billion in 2028-29), and \$1 billion for high-speed rail. The Governor's budget proposal states in part that the Newsom administration "intends to work with the Legislature to design an expenditure plan that invests the program's proceeds in transformative climate projects."

The Legislative budget agreement, which as of this writing has passed the budget committees of both houses, leans more heavily on borrowing from state funds to support social services. The Legislature's budget will take \$2.5 billion out of the Special Fund for Economic Uncertainties in 2025-26 and \$7.1 billion from the Rainy-Day fund. It allocates significantly less from cap and trade over the next two years, allocating only \$500 million per year to CalFire.

The Legislature is under a constitutional deadline of June 15 to pass its budget, and it is

anticipated that the deadline will be met. However, it is also expected that over the course of the summer both cap and trade discussions and budget issues will continue to play out between the Legislature and the Governor.

Legislature

The deadline for the consideration of bills in the first house (the house of the Legislature where the bill was introduced) has elapsed. Those bills that passed the floor have been referred to the other house.

The current Pro Tem, Sen. Mike McGuire (D-San Rafael) is term limited in December 2026. On June 9, Senate Democrats announced that Sen. Monique Limón (D-Santa Barbara) will be the next Pro Tem. Sen. Limón has been active on energy and environmental issues. She was a co-author of the 2024 climate bond and has been involved in recent negotiations on the extension of the cap-and-trade program. Sen. Limón was first elected to the legislature in 2016 and will be term limited in 2028. She will be the first Latina to lead the Senate. An exact date for the transfer of power has not been announced but Sen. Limon and Sen. McGuire have agreed that the transition will happen in 2026.

PCE Advocacy

Attached to this report are several letters that reflect successful PCE efforts in the legislative and regulatory areas.

1. Last fall, after the end of the legislative session, PCE staff went to Sacramento and met with legislative staff of some of the Assemblymembers who comprised the Select Committee on Electric Vehicles and Charging Infrastructure. Staff shared PCE's approach and the many benefits to right-sizing EV charging infrastructure, including lower costs for customers and the grid. Staff highlighted PCE's real-world successes and the cost-effective solution provided by the installation of Level 1 chargers at individual parking stalls in multi-family developments.

A member of the Select Committee, and Chair of the Joint Committee on Climate Change Policies, Assemblymember Jacqui Irwin of Thousand Oaks, took a particular interest in the issue. She authored a legislator sign-on letter that was sent to the California Energy Commission. In that letter the Assemblymembers asked the CEC to reconsider and lift its current restrictions on funding for Level 1 chargers in dedicated parking spaces in multi-family developments. A copy of that letter was provided with the April Legislative Update.

Notably, the nine Assemblymember signatories to the letter included the Chair of the Assembly Committee on Utilities and Energy, Cottie Petrie-Norris, and PCE-area legislators, Marc Berman, Diane Papan and Catherine Stefani.

In response, CEC Commissioner Nancy Skinner sent correspondence in which she wrote: "The CEC will incorporate your feedback on Level 1 charging for future opportunities, including the next iteration of REACH and will be amending the upcoming (this summer) funding wave of Community in Charge, which serves multi-family housing, so that applicants can include Level 1 in their funding application."

A copy of the correspondence authored by Commissioner Skinner is attached to this report.

2. Also in your packet is a letter sent by PCE and several other CCAs to the Chairs of the

Assembly and Senate Budget Committees in support of **Distributed Electricity Backup Assets (DEBA)** program as part of the budget negotiations. These funds were not included in the May Revision budget proposal of the Governor.

3. In addition, included with this report is a copy of correspondence authored by **Sen. Scott Wiener (D-Daly City)**, Chair of the Senate Committee on Budget and Fiscal Review, and signed by 17 legislators including **Senator Josh Becker, and Assemblymember Diane Papan** that is addressed to the President of the California Public Utilities Commission. In the letter the legislators ask that the CPUC review and approve access for CCA customers to **Self-Generation Incentive Program (SGIP)** funds.

DISCUSSION

Legislation of Interest

We have observed a significant increase in the number of energy bills introduced in 2025 as compared to prior years. Please refer to the attached **Bill Matrix** for a compendium of some of the legislation being followed closely by Peninsula Clean Energy and CalCCA. This is not a complete list of the bills staff is following. More than 100 bills of interest have been introduced. Many of those not included in the Matrix are bills that are not moving forward in 2025.

Peninsula Clean Energy Policy 1 delegates authority by the Board of Directors to the CEO to timely engage and position the organization on public policy matters, including legislative and regulatory issues.

Some of the bills we are actively engaged on and/or closely watching currently include:

SB 540 (Josh Becker, D-Menlo Park and Henry Stern, D-Calabasas)

SB 540, authored by Senators Josh Becker and Henry Stern, would allow the formation of a regional organization to operate regional energy markets with other western states. Currently the California Independent System Operator (CAISO), the authority that manages the transmission grid in California, is only permitted to use energy from markets outside the state on a limited basis.

Proponents of **SB 540** believe that regional energy markets are a critical solution to bring down electricity costs as energy islanding is inefficient and expensive. Allowing California to trade energy across the west would enable carbon reduction through increasing access to complementary carbon-free energy like hydro and wind, while reducing solar curtailment. This also helps with reliability by allowing California to more easily import energy from other states during times of grid stress.

In addition to Peninsula Clean Energy and CalCCA, CCA support for **SB 540** includes MCE, Silicon Valley Clean Energy, and San Diego Community Power. To date, no CCAs have taken an oppose position on **SB 540**.

SB 540 was heard and passed by the Senate Committee on Energy, Utilities and Communications, the Senate Judiciary Committee and the Senate Committee on Appropriations.

It was passed by the full Senate by a vote of 36-0. Prior to the floor vote a Floor Alert in

support of advancing **SB 540** to the Assembly was circulated which included organizations representing labor, environmental and clean groups, and included CalCCA and several CCAs including PCE. A copy of the Floor Alert is attached to this report.

During the consideration by the Senate Committees the bill was significantly amended. Prior to the vote on the floor of the Senate, further amendments of the bill were discussed and it is anticipated that the bill will be amended again when it is considered by the Assembly. We are closely following developments and, along with CalCCA and other CCAs, we continue to be actively engaged on this legislation.

SB 254 (Becker, D – Menlo Park) and AB 825 (Petrie-Norris, D – Irvine)

In late April Senator Becker, Chair of the Senate Committee on Energy, Utilities and Communications introduced **SB 254**. The bill addresses electricity affordability and addresses the way wildfire mitigation and transmission are financed and seeks to discourage rate increases that exceed inflation.

Also introduced in late spring was **AB 825**, legislation authored by the Chair of the Assembly Committee on Utilities and Energy, Cottie Petrie-Norris. The Assembly legislation seeks to reduce ratepayer costs by facilitating public-private transmission project financing and improving permitting processes for large clean energy projects. It addresses the mitigation of wildfire costs through securitization.

AB 825 and SB 254 have passed their respective houses and have been sent to the other body for consideration.

AB 303 (Dawn Addis, D–Monterey) would make it much more difficult to license a Battery Energy Storage System (BESS) in California. Not only would the permitting process be more difficult, but the bill seeks to limit the locations in which a BESS can be placed.

BESS facilities are viewed as an essential tool needed for the state to reach its clean energy goals that employ new technologies and features that make them much safer than the infrastructure at Moss Landing.

CalCCA took an oppose position on **AB 303**. The bill is not advancing this year.

In addition to Asm. Addis, the Moss Landing area is represented in the Legislature by state **Senator John Laird (D-Monterey)**, who has filed a bill on BESS facilities, **SB 283**. **SB 283** seeks to ensure that BESS facilities develop emergency response plans, hold regular safety drills, and document maintenance and incidents. **SB 283** does not address the location of BESS facilities. After the introduction of the bill, it was amended to require facilities over 600 KWH be in a noncombustible, dedicated-use building or is a remote outdoor installation.

SB 283 was passed by the Senate Committee on Energy, Utilities and Communications, the Senate Committee on Local Government and the Senate Committee on Appropriations for consideration. It was then passed by the full state Senate and has been referred to the Assembly Committee on Utilities and Energy and the Committee on Local Government.

SB 283 has recently been amended. CalCCA has taken a Support If Amended position on **SB 283**.

A third bill to address BESS facilities was introduced at the filing deadline. **AB 1285** is a committee bill whose authorship includes a bipartisan group of Assemblymembers comprising the Assembly's Committee on Emergency Management.

AB 1285 centers on developing state-wide specific fire safety guidance for lithium-ion batteries, the type which were in use at Moss Landing.

It was passed by the Assembly Committee on Emergency Management and the Assembly Committee on Appropriations, as well as the full Assembly.

AB 306 (Nick Schultz, D-Burbank)

Introduced by Assemblymember Schultz and part of a package of bills sponsored by **Assembly Speaker Robert Rivas (D-Salinas)**, whose stated goal is to support the rebuild of Southern California and advance home building in the state, **AB 306** would place a 6-year moratorium on reach codes and any other local government efforts to modify building codes on new construction throughout the state, not just in the fire-affected areas. It would also impact existing building modifications.

Peninsula Clean Energy and other CCAs have shared our concerns with the authors. PCE and CalCCA have taken an Oppose Unless Amended position on the bill. Among the concerns expressed by the CCAs is the fact that electrifying new buildings helps local jurisdictions implement their Climate Action Plans and supports the state's goal of reducing Greenhouse Gas Emissions while creating clean energy jobs. In addition, energy efficiency measures in reach codes help improve building performance while also reducing energy costs and increasing grid reliability.

A letter stating these concerns as the basis for our Oppose Unless Amended position has recently been submitted by Peninsula Clean Energy. That letter is attached to this Legislative Update and Board packet.

After passing the Assembly by a vote of 71-0 **AB 306** was sent to the Senate where it has been double referred: to the Committee on Housing and the Committee on Local Government. It has not yet been scheduled for a hearing in the Senate.

AB 306 was recently amended and we are reviewing those changes to the bill.

SB 330 (Steve Padilla, D-Chula Vista)

SB 330 would enable the Governor to establish one or more pilot projects to develop, finance, or operate electrical transmission infrastructure that meet certain criteria, including: being identified by the California Independent System Operator (CAISO) in its transmission planning process, provides a significant reduction in cost, and is implemented under a Project Labor Agreement (PLA). It authorizes the Governor to designate existing state agencies, local public agencies, tribal organizations, or joint powers authorities to implement the pilot projects.

The bill could be seen as an important tool to promote a robust and cost-effective transmission network in the CAISO footprint. CCA projects rely on transmission in the CAISO system for deliverability. Transmission is key to meeting 100% renewable/clean energy objectives. There is no transition without transmission. At the same time, as referenced above, transmission costs are expected to rise and create additional cost pressures on ratepayers.

SB 330 addresses these concerns by saying we need more transmission, but we should do it in a more cost-effective way: through public financing or ownership. The bill currently focuses on a pilot program approach. The sponsor's hope is to create support for the general concept of public financing and to refine the bill further down the road.

The bill has been passed by the Senate and has been referred to two Assembly Committees for consideration: Utilities and Energy and Natural Resources.

AB 526 (Papan, D– San Mateo)

This bill, authored by Assemblymember Papan, would require, among other things, the Energy Commission, in coordination with the PUC, Air Resources Board, and other state agencies, to develop a strategic plan for the development of new in-state geothermal energy.

Consistent with our support of similar efforts last year regarding geothermal development and our Legislative Policy Platform we sent in a letter of support for the bill, a copy of which was included in the May Board packet.

AB 526 passed the Committee on Natural Resources but was held by the Committee on Appropriations during its Suspense Calendar hearing and will not advance this year.

AB 942 (Calderon, D– City of Industry)

AB 942, as introduced, would transition NEM 1.0 and 2.0 solar contracts to NBT after they have been in effect for 10 years. Of particular concern to PCE was how this bill, if it becomes law, would impact on our GovPV program that places solar infrastructure on government buildings.

This bill was referred to the Assembly Committee on Utilities and Energy where it was heard on April 30. Prior to the vote on the bill the author took amendments that would only migrate solar systems from NEM to NBT if the property on which the systems were sited changed ownership. With that change the bill was passed by the Committee by a 10-5 vote. It was subsequently passed out of the Assembly Committee on Appropriations and off the floor of the Assembly by a vote of 47-14-19. It is now in the Senate where it awaits referral.

AB 1372 (Papan, D– San Mateo)

This bill, sponsored by Caltrain, would direct the California Public Utilities Commission to add regenerative braking to those energy sources that would receive compensation under Net Billing Tariff (NBT) and in turn require that Caltrain receive compensation for regenerative braking from PCE and other energy providers.

Peninsula Clean Energy has had extensive conversations with Caltrain and with Asm. Papan's staff on this bill and have shared concerns that as written the legislation infringes upon CCA rate setting autonomy.

Discussions are ongoing between PCE, Caltrain and the author. The deliberations have included San Jose Clean Energy as it too provides electrical generation for Caltrain. Just prior to the initial hearing on the bill before the Assembly Committee on Utilities and Energy the legislation was converted into a 2-year bill, meaning it will not be considered by the Assembly until January 2026.

Federal Developments of Interest

Peninsula Clean Energy continues to closely monitor the many Executive Orders and legislative actions emanating from the Nation's Capital for their impact on energy policy and Peninsula Clean Energy.

On May 22 the House of Representatives passed the reconciliation bill backed by President Trump and House Republicans. The bill aims to extend the 2017 tax cuts. It also eliminates or significantly curbs many of the clean and renewable energy provisions established under President Biden's Inflation Reduction Act (IRA).

As is currently written, the reconciliation bill would end the residential solar investment tax credit. The investment tax credits (ITC) and renewable energy production tax credits (PTC) that were centerpieces of the IRA would go away completely for any project not placed in service by the end of 2028. Construction of a project using these tax credits would need to be underway soon after the bill's enactment.

The legislation is now being addressed in the U.S. Senate.

On June 12 President Trump signed three Congressional Review Act resolutions that together revoke California's stricter than federal vehicle emission standards and the state's ban on the sale of new gas-powered vehicles by 2035. Under the federal resolutions California will also not be able to require vehicle makers to produce an increasing number of zero-emission heavy-duty trucks and reduce nitrogen oxides from heavy-duty highway and off-road vehicles.

California's stricter than federal standards are permitted under the Clean Air Act when the state receives permission from in the form of a waiver from the U.S. Environmental Protection Agency.

California Attorney General Rob Bonta immediately filed a lawsuit challenging these resolutions that revoke the previously granted waivers.

Attachments:

- Bill Matrix Updated 6.12.25
- PCE letter with Oppose Unless Amended position on **AB 306**
- Sign-on letter from Sen. Wiener (D-San Francisco) and 17 legislators in support of CCAs access to funding for **SGIP**
- CCA coalition letter, including PCE, to the CEC in support of **DEBA** funding for DERMS or VPPs.
- Letter from CEC Commissioner Nancy Skinner to Asm. Jacqui Irwin (D-Thousand Oaks) re access to funding for Level 1 charging in multi-family housing.
- Senate Floor Alert for **SB 540**

ATTACHMENTS:

[5.29.25_DEBA support letter_joint_CCA_FINAL.pdf](#)

[PCE OUA - AB 306 June 2, 2025.docx](#)

[Member Letter - SGIP and Harm to CCA Customers 05.30.25.pdf](#)

[CEC Letter to Assemblymember Irwin CALeVIP June 2025.pdf](#)



May 29, 2025

The Honorable Jesse Gabriel
Chair, Assembly Budget Committee
1021 O St, Room 8230
Sacramento, CA 95814

The Honorable Scott Wiener
Chair, Senate Budget & Fiscal Review Committee
1021 O St, Room 8620
Sacramento, CA 95814

Subject: Fund the California Energy Commission's (CEC) Distributed Electricity Backup Assets (DEBA) Program

Dear Assemblymember Gabriel and Senator Wiener,

We are writing to express our support for funding the Distributed Electricity Backup Assets (DEBA) program as part of budget negotiations. The DEBA program was previously included in the Governor's Budget. The program was intended to receive \$200 million dollars in 2025-26 and \$180 million dollars in 2026-27. However, the current May Revision proposal eliminates funding for the DEBA program, which we deem critical for achieving both ratepayer affordability and California's goals for a cleaner energy future.

Investments in DEBA are more important than ever due to rising electricity costs and the increasing threat of extreme weather events. According to the CPUC's Public Advocates Office, bundled electricity rates have increased between 82% to 110% in the last decade, placing a growing burden on households. At the same time, climate change is causing more frequent and intense weather events that can strain our power grid.

DEBA can help address these challenges by supporting the acquisition of additional clean customer resources that can be enrolled in virtual power plants (VPPs). California's Community Choice Aggregators are at the forefront of building VPPs, which rely on aggregated customer resources – like batteries and thermostats – that are critical to achieving the state's clean energy goals, reducing costs for ratepayers, supporting grid reliability & resilience, and advancing environmental justice through accessible clean energy. By enabling customers to participate in automated dispatch, VPPs can collectively provide capacity through demand reduction at peak hours when energy is most expensive, thereby benefiting all customers.

Investing in DEBA is an investment in a more reliable and affordable energy future for all Californians, which is well-aligned with the goals of the Cap-and-Invest Program. We respectfully urge that it be included as part of the final budget agreement and the Cap-and-Invest spending plan. If you have any questions, please contact Amy Costa, at amy@fullmoonstrategies.com.

Sincerely,



Patrick Welch
Associate Director of Legislative Affairs
San Diego Community Power



Mitch Sears
Chief Executive Officer
Valley Clean Energy



Marc Hershman
Director of Government Affairs
Peninsula Clean Energy



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



Vincent Wiraatmadja
Senior Legislative Manager
MCE



Scott Green
Senior Government Affairs Manager
San Jose Clean Energy



Greg Wade
Chief Executive Officer
Clean Energy Alliance

CC: Senator Benjamin Allen, Chair, Budget subcommittee 2
Assemblymember Steve Bennett, Chair, Budget subcommittee 4
Joe Stephenshaw, Department of Finance
Chase Hopkins, Office of Assembly Speaker Robert Rivas
Kip Lipper, Office of Senate pro Tempore Mike McGuire



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

June 3, 2025

The Honorable Aisha Wahab
Chair, Senate Committee on Housing
1021 O Street, Room 3330
Sacramento, CA 95814

Re: AB 306 (Schultz and Rivas) – OPPOSE UNLESS AMENDED

Dear Senator Wahab,

On behalf of Peninsula Clean Energy Authority (PCE), a community choice aggregator (CCA) serving approximately 800,000 Californians in San Mateo County and the City of Los Banos in Merced County, we write to convey our position of oppose unless amended regarding AB 306 (Schultz and Rivas). AB 306 would impose a moratorium, with limited exceptions, on the adoption or modification of new state and local building standards affecting residential units from June 1, 2025, until June 1, 2031. This moratorium would compromise local governments' ability to set their own forward-looking standards that can deliver critical affordability, safety, and pollution benefits.

As community-led energy providers, CCAs are committed to working with municipalities in our service territories to deliver clean, reliable power at lower rates to the residents and businesses we serve. Further, CCAs work closely with local governments to improve affordability through programs and local policy, which is why we continue to work with our respective municipalities to adopt building codes that will result in more affordable and comfortable buildings, safer infrastructure, and help reduce harmful pollutants.

As to AB 306, we commend and share the authors' desire to accelerate the construction of new homes to help with the recovery after the Los Angeles wildfires and increase housing supply across the state. Streamlining requirements to increase new construction can be accomplished without adversely affecting locally led efforts to advance decarbonization.

We believe that changes can be made to AB 306 that can help move California forward and help the state achieve both its housing and climate goals; accordingly, we respectfully request the following amendments:

1. **Apply AB 306 to New Construction Only.** It is our understanding that the goal of AB 306 is to increase housing supply. Applying the provisions of AB 306 to existing homes does not advance this

goal. By narrowing the bill to new construction, local governments can continue to advance codes like ensuring air conditioning units to be replaced use all-in-one, heat pump air conditioners when a unit is being replaced. These all-in-one units can reduce electricity use by up to 50% compared to traditional heating systems, save homeowners up \$1,500 annually, and increase the home's resale value.

2. **Clarify that the state and local governments can adopt the 2025 State Building Code:** We understand the authors' intent that the state continue with the adoption process for the 2025 State Building Code, with a pause until the 2031 Code is approved, and that local governments are allowed to adopt the 2025 State Building Code. Accordingly, the commencement date for the moratorium should provide time for local governments to adopt the 2025 State Building Code and we would propose that local governments be given 180 days to so.
3. **Allow code changes that reduce upfront building costs, provide compliance flexibility, or enable local permitting efficiencies.** To make it easier to build housing in their communities, local governments have been working on options to decrease construction costs and permitting timelines. We recommend including language allowing policymakers to find new and innovative ways to reduce construction costs.

For these reasons, we must at this time respectfully oppose unless amended AB 306.

We thank the authors for their work and look forward to further conversations on this bill.

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

Sincerely,



Shawn Marshall
Chief Executive Officer

cc: The Honorable Robert Rivas
The Honorable Nick Schultz
The Honorable Members of the Assembly Utilities & Energy Committee

CAPITOL OFFICE
1021 O STREET, SUITE 8620
SACRAMENTO, CA 95814
TEL (916) 651-4011
FAX (916) 651-4911

DISTRICT OFFICE
455 GOLDEN GATE AVENUE
SUITE 14800
SAN FRANCISCO, CA 94102
TEL (415) 557-1300
FAX (415) 557-1252

SENATOR.WIENER@SENATE.CA.GOV

California State Senate

SENATOR
SCOTT WIENER

威善高

ELEVENTH SENATE DISTRICT



LEGISLATIVE JEWISH CAUCUS
CO-CHAIR

COMMITTEES:

BUDGET & FISCAL REVIEW
CHAIR

JOINT LEGISLATIVE BUDGET
CHAIR

LEGISLATIVE ETHICS
CHAIR

HEALTH

JUDICIARY

LOCAL GOVERNMENT

PUBLIC SAFETY

JOINT RULES

May 30, 2025

Alice Busching Reynolds, President
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: Self-Generation Incentive Program and Harm to Community Choice Aggregators Customers

Dear President Reynolds:

We write to request that the CPUC immediately review and approve the submitted CCA demand-response program advice letters for SGIP.

The 2023 Budget Act provided \$280 million for the program, and we are dismayed that, more than two years later, the CPUC has yet to approve allocation of the funds to communities throughout California. Now more than ever, at a time when ratepayers are facing increased costs and the status of other climate funds are uncertain, we expect state agencies to move with alacrity in getting funds out the door in an expedient, efficient, and equitable manner.

The Self-Generating Incentive Program (SGIP) is an essential program that provides financial rebates for energy storage systems and other distributed energy resources (DERs), that are vital to meet California's increasingly complex reliability, distribution and transmission, climate, and affordability needs.¹ Originally launched in 2001, SGIP is designed to serve residential and non-residential customers statewide.

¹ Public Utilities Code section 379.6.

In 2018, the Legislature passed SB 700 (Wiener, Chapter 839, Statutes of 2018) which extended the SGIP program for five years through 2025. SB 700 continued savings for ratepayers across the state, from the installation of more than 2,000 MW of storage capacity in order to meet the state's increasing energy, replacing fossil fuels, and further enabling the deployment of variable renewable energy sources. The Legislature explicitly directed the CPUC to offer the program to all ratepayers, "The commission shall ensure that distributed generation resources are made available in the program for all ratepayers."²

All California ratepayers pay into the SGIP program,³ and the Legislature intended all Californians to be eligible to benefit from the program.⁴ Unfortunately, the program's current implementation, especially as it relates to the 2023 Budget Act allocation, unfairly prevents many from participating. Specifically, the current implementation of SGIP impermissibly denies the nearly 1/3 of Californians served by CCAs access to the SGIP rebates that they help fund.⁵ We are concerned to hear from our constituents that, in addition to denying CCA customers beneficial rebate access, the current implementation of SGIP also unjustifiably imposes cost increases on CCA customers in an increasingly challenging energy affordability crisis.⁶

The CPUC must act immediately to allow pathways for CCA customers to access SGIP and prevent further financial harm to current and former CCA customers. The Commission has the authority under current law and the responsibility to update its implementation of the "qualified demand response program" enrollment requirements.⁷

Qualified Demand Response Program Enrollment Requirement

To better support SGIP's programmatic goals, the Legislature directed the Commission to consider requiring SGIP participants to enroll in a, "demand response program or a peak load reduction program offered through the customer's load-serving entity[.]"⁸ The law does not require participation in demand response programs, but rather that the CPUC must consider

² Senate Bill 700 (2018), section (i).

³ Funding sources include ratepayer funds, greenhouse gas reduction funds and in some cases general funds appropriated by the Legislature.

⁴ Assembly Bill 209 (2022), Section 25, "It is the further intent of the Legislature that the commission, in future proceedings, provide for an equitable distribution of the costs and benefits of the program."

⁵ CalCCA, California Aggregator, 2024, p. 4, available at: https://cal-cca.org/wp-content/uploads/2024/01/California-Aggregator-Winter-2024-Newsletter.pdf?utm_source=chatgpt.com ("CCAs are procuring energy resources for over 14 million customers in California, about one-third of the state's population.").

⁶ CPUC, 2024 Senate Bill 695 Report, pp. 1-3 available at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/office-of-governmental-affairs-division/reports/2024/2024-sb-695-report.pdf>.

⁷ CPUC, Decision (D.)24-03-071, pp. 3, 75-76.

⁸ Public Utilities Code section 379.10 (b).

participation in demand response programs or in peak load reduction programs. The Legislature appropriated \$280 million in greenhouse gas reduction funds, and extended the collection of ratepayer funds for the program.⁹

Subsequently, the Commission issued two key decisions to disburse funds and update implementation of the SGIP program. In Decision (D.) 23-12-005 the CPUC created a definition of a “qualified demand response program” and outlined an advice letter process to add programs. In D.24-03-071 three months later, the Commission revised its previous decision and added a new list of qualified demand response programs exclusively for SGIP.¹⁰ In addition to creating confusion and unnecessary complexity for customers and program administrators, the latter decision only qualifies a handful of investor-owned utility (IOU) programs. These programs are unavailable to residential CCA customers. No CCA customer may self-enroll in any of these qualified demand response programs in order to access SGIP.¹¹ Consequently, no CCA customer has accessed SGIP rebates since the implementation of this decision statewide. We are disheartened to learn that despite significant CCA, developer, and customer engagement¹² with the Commission on this issue, no solution has been offered to CCA customers.

Harms to CCA Customers

Due to the CPUC’s implementation of SGIP qualified demand response program requirements, CCA residential customers, unlike IOU customers, cannot access their share of the \$280M in SGIP incentives approved by the Legislature in the 2023-24 budget when they become available on May 20th. This is in spite of the fact that CCA residential customers pay into the program.

The CPUC’s implementation of SGIP qualified demand response program requirements harm CCA customers in several ways. Many CCA customers, after being directed by SGIP project developers or interpreting vague program rules themselves, opted out of CCA service in order to access SGIP. Customers who opt out of CCA service are placed on a 6 month transitional rate that is extremely volatile and prohibits enrollment in IOU administered SGIP qualified demand response programs.¹³ Several of these customers experienced higher energy bills and lost access

⁹ Assembly Bill 209 (2022); Assembly Bill 102 (2023); CARB, California Climate Investments, available at: <https://ww2.arb.ca.gov/our-work/programs/californiaclimate-investments/about>.

¹⁰ D.24-03-071, Appendix E.

¹¹ Pacific Gas & Electric filed an advice letter to update its CBP program so unbundled customers may enroll and access SGIP. The Commission has failed to issue a timely disposition on the advice letter. PG&E AL 7548-E (December 2024).

¹² CCAs raised this issue with the Commission several times in written submissions, meetings, and by providing supplemental information on numerous occasions. Multiple CCAs have also submitted their own programs to be added to the qualified demand response programs list for SGIP and none have received an approval disposition as of this date.

¹³ IOU generation rates are presently higher than many CCA generation rates.

to CCA bill discounts and other beneficial programs. Customers have been charged as much as 4 times their previous energy bills. Many of these customers were unaware they would be unable to enroll in a qualified demand response program for 6 months and are now at risk of missing the opportunity to enroll in the program before SGIP sunsets in 2026. Customers who find themselves stuck in this situation are not permitted to return to CCA service for a full year. As a result, customers are now experiencing significantly higher bills, unable to access SGIP, and unable to choose their preferred load-serving entity. Low-income customers, who are able to stack SGIP rebates with other programs such as the Transformative Climate Communities funds, are particularly hit hard by these delays which in turn further frustrates the implementation of other climate funds.

The Solution

We are concerned to hear that the CPUC's actions and implementation of these funds is resulting in inequitable outcomes and raising costs for CCA customers. This is not our intent. We request that Energy Division staff efficiently and effectively review CCA demand response program advice letters no later than 30 days following their protest period.¹⁴

Thank you for your consideration of our concerns and your attention to this important matter. Please feel free to reach out to me with any questions, or if your staff have questions, please do not hesitate to contact Radhika Gawde in my office at Radhika.gawde@sen.ca.gov or 916-651-4011.

Sincerely,



Scott Wiener
Senator, 11th District



Monique Limon
Senator, 21st District



Aisha Wahab
Senator, 10th District

¹⁴ Equivalent to 50 days following the submission of an advice letter.



Jesse Arreguin
Senator, 7th District



Ben Allen
Senator, 24th District



Stephen Padilla
Senator, 18th District



Jerry McNerney
Senator, 5th District



Jacqui Irwin
Assembly Member, 42nd District



Rhodesia Ransom
Assembly Member, 13th District



John Harabedian
Assembly Member, 41st District



Tasha Boerner
Assembly Member, 77th District



Darshana Patel
Assembly Member, 41st District



Steve Bennett
Assembly Member, 38th District



Chris Ward
Assembly Member, 78th District



Josh Becker
Senator, 13th District

President Reynolds

May 30, 2025

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Diane Papan

Assembly Member, 21st District



Damon Connolly

Assembly Member, 12th District



Buffy Wicks

Assembly Member, 14th District

CC:

Leuwam Tesfai, Director, Energy Division, CPUC

Matt Baker, Commissioner, CPUC

Karen Douglas, Commissioner, CPUC

Darcie L. Houck, Commissioner, CPUC

John Reynolds, Commissioner, CPUC



June 3, 2025

Honorable Jacqui Irwin
Assemblymember, 42nd District
California State Assembly
1021 O St. Room 6220
Sacramento, California 95814

assemblymember.irwin@assembly.ca.gov

Dear Assemblymember Irwin and Esteemed Assemblymembers:

Thank you for your letter expressing support for the deployment of electric vehicle (EV) charging infrastructure in multi-family housing and sharing your concerns that charging infrastructure is falling behind in meeting the State's ambitious climate and EV goals. The California Energy Commission (CEC) appreciates your focus on ensuring that programs dedicated to meeting these goals, like the Communities in Charge and CALeVIP programs, capture a large pool of applicants and provide cost-effective solutions. In addition to these programs, the CEC administers targeted grant funding opportunities (GFO) aimed at specific market segments, such as multi-family housing. Specifically, the CEC has released three iterations of the Reliable, Equitable, and Accessible Charging for Multi-family Housing (REACH) funding opportunity, with plans to release additional rounds.

The CEC shares your commitment to ensuring that California's transition to zero-emission transportation is equitable, cost-effective, and responsive to the diverse needs of residents across our state. As you highlighted, multi-family dwellings present unique challenges for EV charging, and it is essential that our infrastructure investments reflect those realities.

We recognize that Level 1 chargers, especially those with connected capabilities installed at assigned parking spaces, offer a solution for many multi-family environments. Their low installation costs and compatibility with overnight parking behaviors make them an important tool in our broader strategy. In fact, the first and second iterations of the CEC's REACH solicitation funded Level 1 chargers.

The CEC takes the evolving needs of the market and available technologies into account as it designs its funding solicitations. The CEC will incorporate your feedback on Level 1 charging for future opportunities, including the next iteration of REACH and will be amending the upcoming (this summer) funding wave of Communities in Charge, which serves multi-family housing, so that applicants can include Level 1 in their funding application.

We welcome continued collaboration with your offices to craft policy that supports broad adoption of EVs, especially by residents in underserved housing types.

Thank you again for your thoughtful letter and leadership on this important issue. We value your guidance and input, and look forward to continued dialogue and partnership as we accelerate California's clean transportation future.

Sincerely,

A handwritten signature in black ink that reads "Nancy Skinner". The signature is fluid and cursive, with the first name "Nancy" and last name "Skinner" clearly distinguishable.

Nancy Skinner
Commissioner
California Energy Commission

CC: Brett Williams, Chief of Staff, Assemblymember Irwin
Olivia Butler, Legislative Aide, Assemblymember Irwin
David Hochschild, Chair, CEC
Drew Bohan, Executive Director, CEC
Robert Chun, Chief of Staff for Chair Hochschild, CEC
Sarah Lim, Chief of Staff for Commissioner Skinner, CEC
Hannon Rasool, Fuels and Transportation Division Director, CEC
Sarah Brady, Office of Governmental and International Affairs, CEC



VOTE YES on SB 540 (Becker and Stern)
Regional energy market negotiations must continue

SB 540 reforms governance of regional energy markets run by CAISO to encourage utilities from around the West to join. Those reforms are urgently needed to prevent California from becoming isolated as more and more trading partners commit instead to a competing market run out of Arkansas. While recent amendments work against that purpose, the respective organizations above all agree on one thing: SB 540 must move forward, because we can't afford to wait any longer. **Passing SB 540 off the floor sends a critical signal that California remains committed to getting this done.**

Vote YES to move SB 540 off the floor to:

- **Lower costs and increase reliability by solidifying partnerships.** California relies on its neighbors for about 30% of its electricity, and even more in times of stress. Having reliable trading partners means more places to buy and sell clean energy at lower costs. Losing those partners would result in greater risk of blackouts, higher energy costs, and prolong our reliance on dirty forms of energy.
- **Enable California to meet its clean energy goals the fastest, cheapest way possible.** Meeting this challenge by 2045 requires a 400% increase in clean energy supplies to power our homes, vehicles, and businesses. While California generates more clean energy than ever, it has never wasted more. In 2024, California curtailed 3.4 million megawatt hours (MWh) of utility-scale wind and solar energy, a 29% increase from 2023. This is wasted potential and dollars that will only grow if we are not a part of an energy market where we can sell our excess energy supplies.
- **Give this diverse and committed coalition time to get the policy right.** While many of the stakeholders reflected in this coalition have serious concerns with the current bill language, we are committed to continue working on the policy to strike a balance that provides for reasonable legislative oversight without undermining the core tenet of independent governance. The stakes of doing nothing are simply too high.

VOTE YES on SB 540 to KEEP CRUCIAL NEGOTIATIONS GOING

Status of 2025 Legislative Session Bills

As of June 16, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 259 (B. Rubio) Brown Act Exemption: Remote Participation	This bill would extend the January 1, 2026, sunset to January 1, 2030, that allows members of a local legislative body to appear remotely, under certain circumstances, without having to provide their location and other requirements of the Brown Act.	Scheduled for July 2 hearing in the Senate Local Government Committee. The bill must also be heard in Senate Judiciary Committee			This is a simple sunset extension to extend the policy first enacted by AB 2449, the bill Asm. Rubio authored in 2022. The bill is sponsored by the CA Special Districts Assn.

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With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 303 (Addis) Battery Energy Storage Facilities	Existing law, until June 30, 2029, authorizes a person proposing an eligible facility, including an energy storage system capable of storing 200 megawatt hours or more of energy, to submit an application for certification with the State Energy Resources Conservation and Development Commission of the site and related facility. Existing law specifies that the issuance by the commission of the certificate is in lieu of any permit, certificate, or similar document required by any state, local, or regional agency, or federal agency to the extent permitted by federal law, except as provided. Existing law establishes the procedures by which the commission is to review the application. This bill would specify that energy storage systems do not include battery energy storage systems for the above-described purposes. This bill contains other related provisions and other existing laws.	This bill failed to pass a policy committee and is now a 2-year bill.		Oppose	
AB 306 (Schultz) Building Regulations: state building standards	Existing law requires the Building Standards Commission to approve and adopt building standards and to codify those standards in the California Building Standards Code (code). Existing law authorizes any city or county to make changes in those building standards that are published in the code, including to green	Awaiting a hearing date in the Senate Housing Committee. The bill has also been referred to	Oppose Unless Amended	Oppose Unless Amended	PCE has officially taken an "Oppose Unless Amended" position as have several other CCAs, including SDCP and CPA.

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	building standards. Existing law requires the governing body of a city or county, before making modifications or changes to those green building standards, to make an express finding that those modifications or changes are reasonably necessary because of local climatic, geological, or topographical conditions. This bill would, from October 1, 2025, to June 1, 2031, inclusive, prohibit a city or county from making changes that are applicable to residential units to the above-described building standards unless a certain condition is met, including that the commission deems those changes or modifications necessary as emergency standards to protect health and safety.	the Senate Local Government Committee.			A number of environmental groups, including NRDC, also have a position of "Oppose Unless Amended." The main amendment requested is to exempt existing buildings.
AB 526 (Papan) Geothermal Energy Generation	This bill would require the Energy Commission, in coordination with the PUC, Air Resources Board, and other state agencies, to develop a strategic plan for the development of new in-state geothermal energy. The bill would also require the Energy Commission, on or before June 1, 2026, to evaluate and quantify the maximum feasible capacity of new in-state geothermal energy to achieve reliability, ratepayer, employment, and decarbonization benefits, and to establish megawatt in-state	This bill was held on the Assembly Appropriations Suspense File and is now dead.	Support	Support	This bill is sponsored by Sonoma Clean Power.

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	next-generation geothermal planning goals for 2035 and 2045				
AB 527 (Papan) CEQA: Geothermal Exploratory Projects	This bill proposes to create a categorical exemption from CEQA for geothermal exploratory wells.	Scheduled for July 2 hearing in the Senate Environmental Quality Committee. This bill has also been referred to the Senate Committee on Natural Resources & Water.		Support	This bill is sponsored by Sonoma Clean Power.
AB 531 (Rogers) Environmental Leadership Development Projects: Geothermal	This bill would expand the types of facilities eligible to be certified as environmental leadership development projects by the Energy Commission, which enjoy CEQA streamlining benefits, to include geothermal powerplants and geothermal field development projects	Referred to Senate Committee on Energy, Utilities, & Communications and to Senate Committee on Natural Resources & Water		Support	This bill is sponsored by Sonoma Clean Power and co-authored by Asm. Papan
AB 706 (Aguiar-Curry) BioMAT	The renewable feed-in tariff law, in part, requires the PUC to direct the electrical corporations, collectively, to procure at least 250 megawatts of cumulative rated generating capacity from developers of bioenergy projects	Scheduled for June 24 hearing in Senate Committee on Natural Resources & Water		Support	This bill seeks to create a funding source that can reduce the cost of

Status of 2025 Legislative Session Bills

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	that commence operation on or after June 1, 2013. Pursuant to this requirement, the PUC has established and revised the Bioenergy Market Adjusting Tariff (BioMAT) program. On March 18, 2016, the PUC issued Resolution E-4770 to order investor-owned utilities to each hold a solicitation for contract with facilities that can use biofuel from high hazard zones to address an Emergency Proclamation using the Bioenergy Renewable Auction Mechanism (BioRAM) program. This bill would establish the fire fuel reduction program to support sufficient procurement, transport, and beneficial use of forest biomass waste to reduce fuel for wildfires by up to 15,000,000 bone-dry tons of forest biomass waste per year. The bill would establish the FOREST and Wildfire Prevention Fund in the State Treasury, and would continuously appropriate the fund to the Natural Resources Agency for this program, as specified. The bill would require the fire fuel reduction program to grant funding priority to BioRAM and BioMAT fleets in operation on or before January 1, 2031.				BioMAT and and BioRAM. The author successfully ran legislation in 2021 (AB 846) to make CCAs eligible under BioMAT.
AB 729 (Zbur) IOUs: Climate Credits	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse	Referred to Senate Committee on Energy, Utilities, & Communications		Support	

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	gases. The act authorizes the state board to include the use of market-based compliance mechanisms in regulating those emissions. The implementing regulations adopted by the state board provide for the direct allocation of greenhouse gas allowances to electrical corporations and gas corporations pursuant to a market-based compliance mechanism. This bill would require that the electric California Climate Credit be provided to residential, small business, and emissions-intensive trade-exposed retail customers of electrical corporations on the bills of those customers for the months of August and September of each year unless otherwise directed by the commission, as specified.				
AB 740 (Harabedian) Virtual Power Plants	Existing law requires the CEC, in consultation with specified entities, to adopt a biennial integrated energy policy report containing certain information, including an overview of major energy trends and issues facing the state. This bill would require the CEC, on or before November 1, 2026, to adopt a virtual power plant deployment plan. The bill would require the Energy Commission, in developing the plan, to take certain actions, and would require that the plan meet specified requirements. The bill	Referred to Senate Committee on Energy, Utilities, & Communications		Support	

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	would require the plan adopted pursuant to these provisions to be included in the above-described integrated energy policy report.				
AB 825 (Petrie-Norris) Electricity Affordability	This bill would establish the Statewide Demand Side Management Program Review Task Force within the Energy Commission and would require the task force to identify all energy efficiency and demand response programs and evaluate the efficacy of those programs in advancing certain objectives. The bill would require the task force, on or before July 1, 2026, to establish rules to clarify when projects are eligible for energy efficiency and demand response investments and would require agencies and program administrators of those programs, on or before January 1, 2027, to update program rules to reflect those rules after a period of public comment. The bill would require the task force, on or before July 31, 2026, to recommend program consolidation or closure of programs that do not advance those objectives, as provided, and would require the agencies and program administrators, on or before January 1, 2027, to consolidate or close programs recommended after a period of public comment and appeal. This bill would require the	Awaiting referral to a Senate policy committee			This bill was heavily amended on May 29. PCE, CalCCA and other CCAs are evaluating potential positions as Section 4 of the bill regarding the Statewide Demand Side Management Program Review Task Force within the Energy Commission is a concern.

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	PUC, in determining the availability of cost-effective, reliable, and feasible energy efficiency and demand reduction resources in an electrical corporation's procurement plan, to implement the recommendations made by the task force. This bill would create the Public Transmission Financing Fund within the State Treasury for the purpose of financing eligible transmission projects, as defined, and projects that are necessary to meet the state's clean energy goals to reduce or offset ratepayer costs associated with the public benefits of transmission projects.				
AB 915 (Petrie-Norris) Clean Energy Reliability Investment Plan	Existing law requires the State Energy Resources Conservation and Development Commission (Energy Commission) and the Public Utilities Commission to submit a joint Reliability Planning Assessment to the Legislature on a quarterly basis. Existing law requires that assessment to report on significant delays or barriers affecting the timely deployment of renewable energy and zero-carbon resources, including, among other things, permitting processes. This bill would require the Energy Commission to establish a state central pool of subject matter experts with experience in clean energy project siting and permitting.	Referred to Senate Committee on Energy, Utilities, & Communications			

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 941 (Zbur) CEQA: Electrical Infrastructure Projects.	This bill would require the PUC to determine whether to certify the environmental impact report for an electrical infrastructure project that is a priority project, as defined, no later than 270 days after the commission determines that an application for an electrical infrastructure project is complete.	This bill was held on the Assembly Appropriations Suspense File and is now dead.		Support	
SB 57 (Padilla) Data Centers: Special Rates	This bill, the Ratepayer and Technological Innovation Protection Act, would require the commission, on or before July 1, 2026, to establish or modify a special electrical corporation tariff for transmission and distribution service to eligible customers, as defined, that, among other things, ensures just and reasonable rates for customers of electrical corporations and does not result in cost shifts to customers who do not receive the tariff. The bill would authorize the commission to require an eligible customer to site distributed energy storage systems and backup power systems that better enable the state to meet its emission reduction goals. The bill would authorize the commission to establish minimum requirements for zero-carbon procurement on behalf of retail sellers for eligible customers receiving the tariff.	Referred to the Assembly Committee on Utilities & Energy			

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 239 (Arreguín) Brown Act Exemption: Subsidiary Bodies	This bill would authorize a subsidiary body, defined as one that serves exclusively in an advisory capacity and has no final decision-making authority, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. To use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specific findings by 2/3 vote before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.	The author placed this bill on the Inactive File			A very similar bill was attempted in the last session as AB 817 (Pacheco). The bill failed to pass the Senate Local Government Committee as the author refused to accept certain amendments.
SB 254 (Becker) FERA Customers	Existing law requires the PUC, by March 1, 2025, and each year thereafter, to require the state's 3 largest IOUs to report on their efforts to enroll customers in the FERA program and to review those reports to ensure the IOUs have made reasonable efforts to enroll eligible households in the FERA program. If the commission, in its review of a report, determines an IOU has not made reasonable efforts to enroll eligible households in the FERA program, the PUC shall require the IOU to develop a strategy and plan to sufficiently enroll eligible households within 3 years of the adoption of the strategy and plan.	Awaiting referral to an Assembly policy committee		Support	

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	This bill would additionally require each electrical corporation's report to provide a breakdown of the number of eligible households and FERA program enrollment by disadvantaged community, as defined by the PUC. The bill would also require the above-described strategy and plan to include strategies to reach households in disadvantaged communities.				
SB 282 (Wiener) Residential Heat Pump Systems: Water Heaters and HVAC: Permit Streamlining	This bill would require the commission, on or before January 1, 2027, to establish a statewide certification program for licensed contractors of residential heat pump water heaters and heat pump HVAC systems to obtain a heat pump installation certification. The bill would authorize a licensed contractor with a heat pump system installation certification described above to self-certify that the installation of a residential heat pump water heater or heat pump HVAC system meets all relevant code requirements without any requirement that an inspector be present for the installation, and would require a city, including a charter city, county, or city and county to accept the certification for those purposes, as specified.	This bill was held on the Assembly Appropriations Suspense File and is now dead.			This bill is co-sponsored by SPUR, Bay Area Air District, and Building Decarb Coalition
SB 283 (Laird)	Existing law requires the State Fire Marshal, before the next triennial edition of the California Building Standards Code adopted after January	Scheduled for June 25 hearing in Assembly		Support if	

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With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Battery Energy Storage Facilities: Emergency Response Plans and Emergency Action Plans	1, 2025, to propose to the Building Standards Commission (commission) updates to the fire standards relating to requirements for lithium-based battery systems, as provided. This bill would require the commission and the Office of the State Fire Marshal to review and consider the most recently published edition of the National Fire Protection Association (NFPA) 855, Standard for the Installation of Stationary Energy Storage Systems, for incorporation into the next update of the California Building Standards Code adopted after July 1, 2026. This bill contains other related provisions and other existing laws.	Committee on Utilities & Energy		Amended	
SB 302 (Padilla) County Sealers: EV Chargers	This bill would align California's tax code with provisions in the Inflation Reduction Act that expand financing options for clean energy developers. In other states, developers may exclude, when reporting their gross income, earnings from the sale of clean energy tax credits, which accrue under the law once projects are up and running.	Referred to the Assembly Committee on Revenue & Taxation		Support	
SB 314 (Padilla) Electric Vehicle Supply Equipment:	This bill would authorize an EVSE that has been audited or tested by the manufacturer or supplier to be used commercially without further testing during the remainder of the inspection period adopted by the Secretary of	This bill was held on the Assembly Appropriations Suspense File and is now dead.			

Status of 2025 Legislative Session Bills

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Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Weights & Measures	Food and Agriculture, but not until it has been sealed by a sealer. The bill would, until January 1, 2028, among other things, exempt an EVSE installed in a workplace for the exclusive use of its employees, or installed in a residence, including a multifamily residential dwelling, for the exclusive use of the residents, from specified laws, and would authorize an EVSE, following installation, to be used in connection with the sale of electricity as a motor vehicle fuel without being placed into service by a service agency or sealer, a specified.				
SB 330 (Padilla) Transmission Infrastructure Financing	Enables the Governor to establish one or more pilot projects to develop, finance, or operate electrical transmission infrastructure that meet certain criteria, including: being identified by the ISO in its transmission planning process, provides a significant reduction in cost, and is implemented under a PLA. Authorizes the Governor to designate existing state agencies, local public agencies, tribal organizations, or joint powers authorities to implement the pilot projects	Referred to the Assembly Committee on Utilities & Energy and to the Assembly Committee on Natural Resources		Support	
SB 332 (Wahab) PUC Commissioners	This bill would require the Energy Commission to select a research institute, as defined, to conduct a comparative analysis of the benefits and challenges of transitioning the electrical	Referred to the Assembly Committee on Utilities & Energy			

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With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	corporations to a public entity, nonprofit public benefit corporation, or mutual benefit corporation in order to identify a recommended model, as provided. The bill would require the research institute to complete the analysis on or before January 1, 2029, and, upon completion, to submit the analysis to the Legislature and the Energy Commission. The bill would require the Energy Commission to make a draft of the analysis available to the public for comment before submitting the final draft to the Legislature.				
SB 540 (Becker) Western Regional Organization	This bill attempts to codify the West-Wide Pathways recommendation to authorize CAISO to relinquish its singular control of the Western Energy Imbalance Market (EIM) and Western Enhanced Day Ahead Market (EDAM) so that those two markets could be governed by an independent western regional organization. The bill would establish the Regional Energy Market Oversight Council, which would be responsible for ensuring that participation in regional energy markets serves the interests of the state. The bill would require the council to approve or disapprove initial participation in the independent regional organization by electrical corporations and any other participating	Awaiting referral to an Assembly policy committee	Support	Support	

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With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	load-serving entities and determine whether electrical corporations and any other participating load-serving entities should be required to withdraw from an energy market governed by the independent regional organization. The bill would require the council to convene a duly noticed public meeting to make a finding of approval or withdrawal of participation in the independent regional organization and would require the council to disapprove of initial participation in the independent regional organization, or order withdrawal, if the council makes any of specified findings.				
SB 541 (Becker) Load Shifting: Dynamic Pricing	Existing law requires the Energy Commission, in consultation with the Public Utilities Commission (PUC) and the Independent System Operator, to adopt a goal for load shifting to reduce net peak electrical demand and adjust this target in each biennial integrated energy policy report thereafter. This bill would require the Energy Commission, as part of each integrated energy policy report, to allocate the load shifting needed to reach the above-described load-shifting goal, including biennial adjustments to the goal, to each retail supplier, based on the commission's estimate of	Referred to the Assembly Committee on Utilities & Energy		Oppose	CalCCA and individual CCAs have engaged with Sen. Becker's staff to explain concerns and there has been acknowledgement to work together to address those concerns.

Status of 2025 Legislative Session Bills

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With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	its load-shifting potential, including consideration of the relative share of statewide load of each retail supplier. The bill would require the Energy Commission, on or before July 1, 2028, and biennially thereafter, to evaluate and publish the amount of load shifting that each retail supplier achieved in the prior calendar year, and the amount of load shifting that each retail supplier is expected to achieve in future years, in comparison to the load shifting allocated to the retail supplier, as specified.				
SB 707 (Durazo) Open Meetings: Brown Act Requirements	This bill is an omnibus proposal for exemptions to the Brown Act for local public meetings including extending until 1/1/30 the AB 2449 sunset, authorizing virtual meetings for subsidiary bodies, neighborhood councils, and multijurisdictional bodies. For multijurisdictional bodies, an in-person quorum must be established, each remote attending member must be identified in the agenda, a member receiving compensation must participate from a physical location accessible to the public, the remote participating members must be at least 20 miles round trip from the in-person meeting location.	Referred to the Assembly Committee on Local Government			

Status of 2025 Legislative Session Bills

As of June 16, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 842 (Stern) Firm Zero-Carbon Resources	This bill would require the PUC, on or before December 31, 2026, to produce a report identifying opportunities and needs to provide for local reliability with firm zero-carbon resources over the short term, midterm, and long term, as provided. The bill would require the report to include, among other things, characterization of the resource attributes vital for local reliability and identification of barriers, including market barriers, to deploying firm zero-carbon resources to enhance local reliability.	Awaiting referral to an Assembly policy committee		Position Under Consider ation	



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 20, 2025

MEETING DATE: June 26, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Nelly Wogberg, Board Clerk

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

ATTACHMENTS:

[CA Community Power Board Report 5-21-25.pdf](#)

California Community Power

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

TO: CC Power Board of Directors and Alternates **DATE:** 5/27/25
FROM: Alex Morris – General Manager
SUBJECT: **Report on CC Power Regular Board of Directors Meeting – May 21, 2025**

The CC Power Board of Directors held a Board Meeting on May 21, 2025, via Zoom. Details on the Board packet, presentation materials, and public comment letters can be found under the Meetings tab at the CC Power website: [Meetings and Agendas – ca community power](#)

Highlights of the meeting included the following:

- **Matters subsequent to posting the Agenda.** None.
- **Public Comment.** None.
- **Consent Agenda** - The Board approved the following items:
 - Minutes of the Regular Board Meeting held on April 23, 2025
 - Receipt of CC Power Financial as of March 31, 2025
- **Regular Agenda Items:**
 - **Resolution 25-05-01 – Approval of 2025-2026 Fiscal Year Budget:** The Board approved the upcoming fiscal year budget with \$17.9M in revenues and \$14M in spending. Approval is contingent on any approvals needed by members' governing bodies. A Budget Ad Hoc Committee, comprised of four Board representatives: Lori Mitchell (SVCE), Mitch Sears (VCE), Monica Padilla (SVCE), and Shawn Marshall (PCE), recommended the budget. The approved budget includes the revenue and expenses relating to commercial operations of the Tumbleweed Energy Storage Project, where payments on Power Purchase Agreements (PPAs) and revenues from wholesale energy market participation will flow through CC Power on behalf of members. The focus of the budget is for CC Power to continue to focus on contract management for power projects that members may need for compliance purposes in coming years, including energy storage and geothermal projects already under contract. The Resolution also included standardized invoicing approaches that will be used by all members. Lastly, the resolution detailed estimated participation costs for each member in order to inform members about their budget planning or authorizations needs. In June 2025, members will receive memos relating to timing of invoicing, estimated carryover amounts from current year, and cost estimates of any project overheads that members may need for their own approval processes.
 - **Resolution 25-05-02 – Approval of Agreement for General Counsel Services:** The Board approved a contract for services with Best Best & Krieger, LLP (BBK) to provide public agency and general counsel services to CC Power. CC Power has

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

historically used the energy firm Braun Blaising & Wynne, LLP (BB&W) for an array of legal services. With the addition of BBK, BB&W will now be more focused on energy and project-specific contractual matters.

- **General Manager Report:** the General Manager provided updates to the Board on plans to launch negotiations and further contract explorations for geothermal projects and a non-lithium-ion long-duration energy storage project. Members must opt in to these project opportunities to participate. Funding for these joint-procurement activities was approved via the 2024-2025 CC Power Budget Authorization (Resolution 24-06-02). Project starts and related invoicing for these project exploration efforts are underway or targeted for June.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 20, 2025

MEETING DATE: June 26, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Brianna Arroyo, Administrative Assistant

SUBJECT: Social Media FAQ's

ATTACHMENTS:

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

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

How to handle comments on Nextdoor

What qualifies as an incendiary comment?

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

How do I know if PCE should respond?

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

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

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

1. **Notify the Marketing team.**

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

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

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

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

Helpful reminders

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

Social media FAQs

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

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

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

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

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

Does PCE cost more than PG&E?

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

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

Why was I automatically enrolled?

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

Can I opt out of PCE?

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

I opted out of PCE and my bill went down.

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

What clean energy options do I have?

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

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

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

Why did my bill go up after switching to PCE?

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: June 20, 2025

MEETING DATE: June 26, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Acronym List

ATTACHMENTS:

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

COMMONLY USED ACRONYMS AND KEY TERMS

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

EDR – Economic Development Rate
 EE – Energy Efficiency
 EEI – Edison Electric Institute; Standard contract to procure energy & RA
 EIR – Environmental Impact Report
 ELCC – Effective Load Carrying Capability
 EPIC – Energy for Palmdale’s independent Choice
 ESP – Electric Service Provider
 ESS – Energy Storage Systems
 ESSA – Energy Storage Services Agreement
 ERRA – Energy Resource Recovery Account
 EV – Electric Vehicle
 EVSE – Electric Vehicle Supply Equipment (Charging Station)
 FERA- Family Electric Rate Assistance Program
 FERC – Federal Energy Regulatory Commission
 FFS – Franchise Fee Surcharge
 GHG – Greenhouse gas
 GHG-Free – Greenhouse gas free
 GTSR – Green Tariff Shared Renewables
 GWh – Gigawatt Hours (Energy) = 1000 MWh
 Heavy Duty Vehicle – large vehicles such as busses and long-haul trucks
 HPWH – Heat Pump Water Heater
 HP HVAC – Heat Pump Heating, Ventilation, and Air Conditioning
 HR xx – House of Representatives Bill xx
 IDER – Integrated Distributed Energy Resources
 IGFC – Income Graduated Fixed Charge
 IOU – Investor-Owned Utility (e.g. PG&E, SCE, SDG&E)
 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