

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

**Thursday, July 24, 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
17907 Holli Blue Rd., Champion, 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 Four Member Agency Energy Grants Agreements in the Amount of \\$3,876,862 for Clean Energy Projects Pursuant to the 2023 Surplus Funds Allocation](#)
2. [Approval of Resolution Approving Peninsula Clean Energy's 2024 Power Source Disclosure Annual Report, Confirming the Accuracy of the Information Provided in the 2024 Power Source Disclosure Report and Delegating Authority to the Chief Executive Officer, or Designee, to Submit the Attestation to the California Energy Commission](#)
3. [Approval of EV Ready Program Fund Reservation Agreements with \(1\) GoPowerEV in an Amount Not-to-Exceed \\$1,500,000 and \(2\) Spring Valley Homeowners Association in an Amount Not-to-Exceed \\$263,500 for a Total Not-to-Exceed of \\$1,763,500 in Customer EV Incentives](#)
4. [Approval of a Contract Amendment in the Amount of \\$400,000 with CLEAResult to Provide Technical Assistance Services in the EV Ready Program Through June 30, 2027](#)
5. [Approval of Minutes from the June 26, 2025 Board of Directors Meeting](#)

REGULAR AGENDA

6. Chair Report (Discussion)

7. [CEO Report \(Discussion\)](#)
8. [Community Advisory Committee Report \(Discussion\)](#)
9. [Discussion of HB-1 Reconciliation Bill and Trump Administration Executive Order 14315: Impacts on PCE Procurement and Programs \(Discussion\)](#)
10. [Approval of a Resolution Delegating Authority to the Chief Executive Officer to Execute Two Power Purchase Agreements for the IP Darden III and IP Darden IV Solar Plus Storage Projects with IP Darden III, LLC and IP Darden IV, LLC with a Delivery Term of Up to Twelve \(12\) Years and a Commercial Operation Date of June 1, 2028, in a Total Amount Not-to-Exceed \\$333 Million \(Action\)](#)
11. [Board Members' Reports \(Discussion\)](#)

INFORMATIONAL REPORTS

12. [Marketing, Outreach Activities, and Media Relations Quarterly Report](#)
13. [Community Energy Programs Quarterly Report](#)
14. [Update on Legislative Activities](#)
15. [Report on California Community Power \(CCP\) Joint Powers Authority](#)
16. [Social Media FAQ's](#)
17. [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

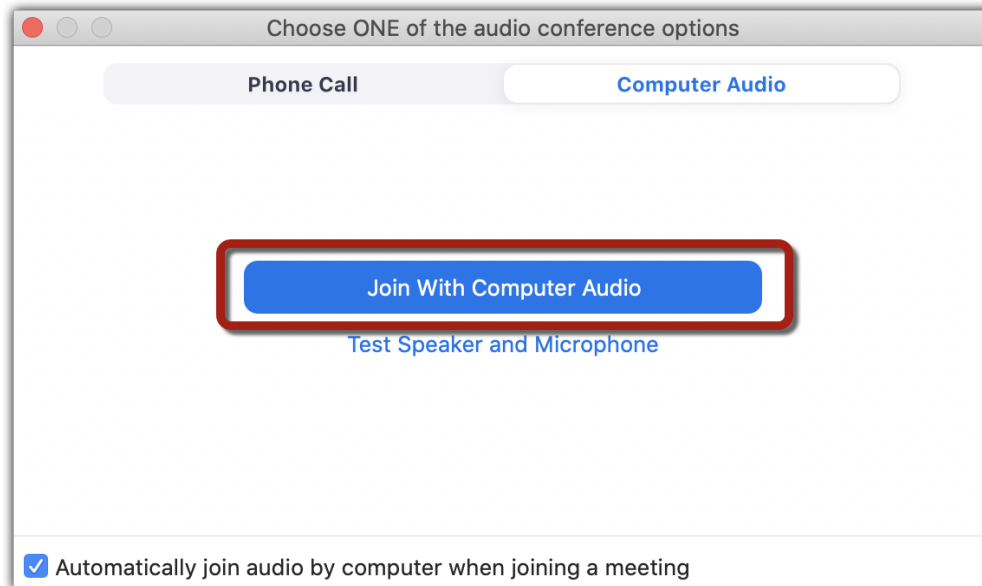
Videoconference Options:

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

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Participant ID

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- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 followed by #.**
- You will be instructed to enter 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: July 9, 2025
MEETING DATE: July 24, 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 Four Member Agency Energy Grants Agreements in the Amount of \$3,876,862 for Clean Energy Projects Pursuant to the 2023 Surplus Funds Allocation

RECOMMENDATION

Approval of agreements with four member agencies for an amount totaling \$3,876,862 for clean energy projects under the Member Agency Energy Grant program 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 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

Four member agencies have submitted proposals at this time for a range of projects. The agencies, their allocation, and intended projects are listed below.

City	Allocation	Project
County of San Mateo	\$765,038	Home electrification, EV charging, fleet EVs
Daly City	\$1,059,658	EV charging and solar on city facilities
Menlo Park	\$786,300	Recreation center electrification

Redwood City \$1,265,866 Fleet EV charging

Agencies have 24 months to complete their projects and funding is generally released in two tranches, up to 50% up front and the balance of funds at the conclusion of the project with documentation of expenses. Some projects will layer with other PCE programs such as EV charging incentives or the local government electrification loan program. Legal counsel advised that these grants constitute a contract with the member agency and require Board approval due to exceeding \$250,000 each.

The subject agreements are in various stages of review and approval with each member agency. These are the final agreements to execute under the member agency grant program; 17 other member agencies have already executed agreements or are in-progress.

FISCAL IMPACT

Funding for this program was part of the 2023 surplus fund allocation and is included in the Board-approved Community Energy Programs budget.

ATTACHMENTS:

[2025.07.24 BOD - Member Agency Energy Grant PCE-SMC Contract.pdf](#)

[2025.07.24 BOD - Member Agency Energy Grant PCE-Daly City Contract.pdf](#)

[2025.07.24 BOD - Member Agency Energy Grant PCE-Menlo Park Contract.pdf](#)

[2025.07.24 BOD - Member Agency Energy Grant PCE-RWC Contract.pdf](#)

RESOLUTION NO. _____

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

**APPROVAL OF FOUR MEMBER AGENCY ENERGY GRANTS AGREEMENTS IN THE
AMOUNT OF \$3,876,862 FOR CLEAN ENERGY PROJECTS PURSUANT TO THE 2023
SURPLUS FUNDS ALLOCATION**

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, four member agencies, the County of San Mateo, Daly City, Menlo Park, and Redwood City, have 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 these four 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 four agreements with member agencies in an amount totaling \$3,876,862 for clean energy projects under the Member Agency Energy Grants program in a form approved by the General Counsel.

AGREEMENT BETWEEN THE PENINSULA CLEAN ENERGY AUTHORITY AND COUNTY OF SAN MATEO FOR MEMBER AGENCY ENERGY GRANT PROGRAM

This Agreement is entered into this 9th day of September, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and the County of San Mateo, 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 SEVEN-HUNDRED AND SIXTY-FIVE THOUSAND, AND THIRTY-EIGHT DOLLARS (\$765,038). 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 Sep. 10, 2025, through Sep. 9, 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: Susan Wright, Program Manager
Address: 455 County Center, Redwood City, CA 94063

Telephone: 650-363-4372
Email: swright@smcgov.org

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

COUNTY OF SAN MATEO

By: _____
Shawn Marshall, Chief Executive Officer

By: _____
David J. Canepa, President, Board of
Supervisors, County of San Mateo

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. First payment: \$100,000. Upon execution of this contract.
2. 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 remaining eligible project costs (after standard rebate), or b) total remaining 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
3. Home Upgrade payments: Funds for home electrification will be disbursed to implementers through the PCE Home Upgrade program.

4. Final payment: Balance of funds total funds less prior payments as listed in Sections 1-3 above). 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 as provided separately by the Grantee.

PCE Member Agency Grant Application

The San Mateo County Sustainability Department proposes four projects for the PCE Member Agency Grant allocation totaling \$765,038.

Project	Sector	Cost
(1) Electrify 12 homes through PCE's whole-home electrification program.	Building Energy	\$387,464
(2) Purchase electric vehicles for County Motor Pool Fleet.	Transportation	\$258,234
(3) Install public EV charging at Pescadero Fire Station.	Transportation	\$79,340
(4) Pilot subsidies for 20-40 households to receive electrification upgrades through BayREN EASE program.	Building Energy	\$40,000

PROJECT 1: Electrify 12 homes through PCE's whole-home electrification program.

Overview: The County proposes layering on funding to PCE's Whole-Home Electrification Program to support the participation of an additional 12 single-family homes in unincorporated San Mateo County. This project would directly support the County's Community Climate Action Plan (CCAP), which is a strategic roadmap to guide unincorporated San Mateo County in preparing for climate risks and creating impactful greenhouse gas emission (GHG) reductions. CCAP outlines priority actions to achieve a 45% reduction of GHG emissions over 1990 levels by 2030 and carbon neutrality by 2040.

This project aligns with CCAP policy B-2: convert existing buildings to all-electric. The County recognizes the need to prioritize vulnerable and historically marginalized populations in the clean energy transition. Supplementing PCE's program, which targets low-wealth residents, is in line with this priority.

As discussed with PCE staff, the County proposes that PCE administer the program in line with existing program plans. The Sustainability Department will lead on program outreach for the additional households that are funded by this grant, leveraging other resources for outreach efforts, and can provide recommendations on households to target. The Department will also collaborate closely with PCE on communicating results and outcomes.

The criteria for selecting households would align with PCE's program scope. The Department proposes inclusion of the following program elements where appropriate and for those households that are willing to participate. These elements may already be in line with the existing program:

- Tracking of utility bill data to provide concrete information about the cost of electrifying existing buildings.
- Inclusion of additional home upgrades that may be necessary to motivate program participation, e.g. solar/battery for households that experience frequent power outages or for energy burdened households. This cost is included in the proposed budget. The process/criteria for selecting additional upgrades will be determined in partnership with PCE.
- Case studies on households that can be shared publicly to showcase details of the process, challenges and benefits.

Outcomes and Benefit: Residents who participate in the program receive no-cost upgrades from outdated gas appliances to safer, healthier and more energy-efficient options. The Sustainability

Department sees this project as an important opportunity to provide real, locally contextualized information about the cost of electrification, illuminate barriers to whole-home electrification that may be specific to unincorporated, and provide insight about what it might take to scale. This project will help reduce greenhouse gas emissions from residential buildings in unincorporated County and help meet CCAP goals of electrifying 16% of existing buildings by 2030.

Timeline: The following is the expected timeline, which will be adjusted as needed based on PCE's program timeline:

- September – December 2025: Collaborate with PCE to understand program criteria and existing plans and develop detailed project plan. Contract with community-based organization (CBO) to manage outreach.
- January – April 2026: CBO begins outreach and enrollment of households.
- May – June 2026: Implementation begins.
- July – October 2026: Additional outreach and enrollment as needed; implementation continues.
- November – December 2026: Assess program progress and adjust project plan as needed based on participation. Begin to develop case studies and other materials that can be used in outreach and communications.

PROJECT 2: Purchase electric vehicles for County vehicle fleet.

Overview: The San Mateo County Board of Supervisors adopted the Government Operations Climate Action Plan (GOCAP) in 2021, directing departments to electrify 100% of light- and medium-duty fleets by 2035. To support this goal, the County developed the Facilities Electric Vehicle (EV) Infrastructure Plan to identify charging infrastructure required to support a fully electrified fleet at County-owned facilities. In addition, the County is developing Fleet Transition Plans for departments to guide the electrification of over 1,000 vehicles and equipment.

The County proposes using a portion of the grant to support implementation of projects identified during the planning process for the EV Infrastructure Plan and the Fleet Transition Plans. For this project, the County will purchase six EVs to replace existing Internal Combustion Engine (ICE) fleet vehicles in the County's motor pool fleet. The County's motor pool fleet provides shared vehicles for employees who need transportation for work purposes, particularly when their departments do not have dedicated vehicles. These vehicles are not assigned to individuals and are available on a check-out basis.

Outcomes and Benefit: By electrifying six motor pool vehicles, the County will reduce vehicle emissions by an estimated 7,320 kg of CO₂ annually. Transitioning these vehicles to zero emission alternatives supports the County's Government Operations fleet electrification goal and moves the County closer to achieving its emissions reductions targets.

Timeline:

- July - September 2025: Get updated quotes from vendor and purchase vehicles.

PROJECT 3: Install public EV charging at Pescadero Fire Station.

Overview: Pescadero is an unincorporated area along the south coast of San Mateo County. The Pescadero Fire Station is a new facility being constructed by the County of San Mateo Project Development Unit. The new station will be built on a section of land adjacent to Pescadero High School

located at 350 Butano Cutoff, replacing the existing station #59 at 1200 Pescadero Creek Road. The schematic design for the site is complete and the project has received entitlement approvals. The County proposes using grant funding for the installation of four L2 EV charging ports for public use at this site. (The County is exploring the feasibility of installing DC fast chargers at this site and will work with PCE on adjustments as needed.)

Outcomes and Benefit: Currently there are no publicly available EV chargers in Pescadero or nearby areas. The closest public charging station is over 18 miles away in Half Moon Bay. Installing four L2 charging ports at the Pescadero Fire Station will significantly increase public access to EV chargers for Pescadero residents and south coast communities, better enabling community members to purchase EVs while providing charging to those traveling on Highway 1. This project is in support of CCAP Policy T-1.2, install public EV charging stations.

Timeline:

- January – April 2026: Bid for fire station construction.
- April – June 2026: Contract awarded.
- July – October 2026: Construction begins.
- July – September 2027: Charging equipment procured.
- January 2028: Project complete, chargers activated and ready for use.

PROJECT 4: Pilot subsidies for 20-40 single-family households to receive electrification upgrades through BayREN EASE program.

Overview: The Bay Area Regional Energy Network (BayREN) has launched a new program called the Efficiency and Sustainable Energy (EASE) Home program, which helps income-eligible residents make energy upgrades for comfort and health. The EASE program is targeted to moderate-income residents (under or at 120% AMI) in single-family homes, with a particular focus on non-English speaking households and those that live in pollution-burdened areas. BayREN's EASE Home program is designed to make it easier for these customers to overcome the hurdles to program participation, including high upfront costs, language barriers, and administrative challenges in navigating rebate programs and seeking out contractors.

Program participants receive:

- A free site visit and customized energy recommendations from a trained expert
- Comprehensive support, from permit and rebate applications to installation
- Low-cost energy upgrades, such as insulation and duct sealing

The BayREN EASE program will cover up to 80% of the costs for retrofit measures such as insulation, duct sealing, and a smart thermostat. Households have a co-payment of 20% or \$1,000, whichever is lower. The co-pay level is based on research that BayREN conducted to investigate willingness to pay among moderate income households.

San Mateo County will implement the program from September 2025 through September 2026 and has a target to enroll 140 residents. The County will be targeting homes in the northern half of San Mateo County, as well as North Fair Oaks (NFO), an unincorporated neighborhood. The County proposes allocating a portion of the PCE Member Agency grant funding to run a pilot in NFO to provide an

additional subsidy of \$1,000-\$2,000 for households to put towards an electrification measure of their choice. The household would be responsible for the cost of the additional measure, beyond the subsidy, but the EASE program implementer will help the household navigate the installation as part of the overall program. The County welcomes feedback from PCE on the subsidy amount for this pilot.

Outcomes and Benefit: The BayREN program is designed to help communities achieve health, comfort, safety and savings through energy upgrades, and targets moderate-income residents who are often not eligible for income-qualified programs. The aim of this pilot is to leverage the EASE program to encourage additional electrification measures and reduce emissions from residential buildings in unincorporated, furthering Community Climate Action Plan goals.

Timeline:

- July – September 2025: Finalize pilot design and contract with community-based organization (CBO) to lead outreach.
- September 2025: Program launches and CBO begins to develop program pipeline.
- September – December 2025: Outreach and enrollment.
- January – June 2026: Examine program progress and conduct additional outreach as needed.
- July – December 2026: Home and electrification upgrades are installed.
- December 2026: Program evaluation.

BUDGET

Project 1: Whole Home Electrification				
Item	Description	Quantity	Cost per unit	Total Cost
Single Family Home Upgrade	Cost estimate is based on PCE's estimated budget per home.	12	\$ 30,000	\$ 360,000
Additional Home Upgrades	Accounting for additional upgrades that may be needed for select homes.	6	\$ 4,577	\$ 27,464
Project 1 Subtotal				\$ 387,464
Project 2: Electric Vehicles for County Motor Pool Fleet				
Item	Description	Quantity	Cost per unit	Total Cost
Electric Vehicle	Quote for electric vehicles.	6	\$ 43,039	\$ 258,234
Project 3 Subtotal				\$ 258,234
Project 3: Public Charging at Pescadero Fire Station				
Item	Description	Quantity	Cost per unit	Total Cost
L2 ports				\$ 87,340
PCE EV Ready Rebate	Assuming rebates received through PCE's EV Ready Program.	4	\$ (2,000)	\$ (8,000)
Project 4 Subtotal				\$ 79,340
Project 4: BayREN EASE Subsidy				
Item	Description	Quantity	Cost per unit	Total Cost
Subsidy	Estimated value of subsidy per household	40	\$ 1,000	\$ 40,000
Project 2 Subtotal				\$ 40,000
TOTAL				\$ 765,038

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

This Agreement is entered into this 1 day of August, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and Daly City, 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 one million, fifty-nine thousand, six hundred and fifty-eight dollars (\$1,059,658). 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 Aug. 1, 2025, through July 31, 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

DALY CITY

By: _____
Shawn Marshall, Chief Executive Officer

By: _____
Thomas Piccolotti, 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. First payment: \$240,000. Upon execution of this contract.
2. Allocation to solar project with PCE PPAs: Funds for the solar projects will be allocated to existing contracted PPAs between PCE and Daly City as amendments to the existing signed agreements. PCE will provide updated financials and PPA rates following discussion with between the parties.
3. Final payment: Balance of funds total funds less prior payments as listed in Sections 1-2 above). 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

Payment via EFT/ACH with transfer details as provided separately by the Grantee.

Daly City Proposal

The City of Daly City Green Vision Climate Action Plan was adopted on December 13, 2010. This plan focuses on the City's commitment to the responsible and efficient use of energy and natural resources. The plan has been implemented for reducing carbon emissions, reducing energy consumption, and conserving natural resources.

The City is eligible for \$1,059,658 under the one-time grant from Peninsula Clean Energy. With those funds, the City plans to purchase two (2) portable EV ARC charging systems and the ARC Mobility Trailer or similar system. EV ARC™ systems are capable of generating and storing enough clean, solar electricity to charge up to 265 e-miles in a single day. Thanks to its battery storage, it can charge electric vehicles day or night, or even during periods of cloudiness, and is also an excellent source of emergency/alternative power. The electricity produced is clean and renewable, reducing 100% of greenhouse gas emissions from internal combustion engine vehicles (ICE) vehicles and electric vehicles powered from the utility grid. The EV ARC™ is deployed in minutes without any construction or electrical work and does not require civil or electrical engineering, foundations, trenching, electrical connections or upgrades. It will produce energy reliably and consistently but will not generate a utility bill or fail to operate because of a black out or other utility grid failure. The total cost for this purchase is approximately \$230,000

The remaining funds would be used to buy down some of the cost for the solar projects Peninsula Clean Energy is assisting Daly City with (i.e. buy down cost to install a carport mounted system at City Hall) as well as new solar at other city facilities such as fire stations, libraries and recreational facilities as funds are available.

Once the agreement is executed with Peninsula Clean Energy, the City would move forward with purchasing the portable charging systems.

Timeline

Portable Charging Systems:

Purchasing: Summer 2025

Delivery: Summer/Fall 2025

Solar System:

Begin Construction – September 2026

Complete Construction – January 2027

Commission and Turnover – April 2027

Project and budget proposal overview:

Project	Grant Funding Allocation
EV ARC systems or similar (2)	\$230,000
EV Fleet supplemental engineering support, City Hall	\$12,950
City Hall** carport solar system carport supplemental costs	\$816,708*
Fire Station(s)** solar system	
Library(s)** solar system	
Total	\$1,059,658

* Funds to be applied to cover increased costs of utilizing a carport-based solar canopy for City Hall site and applied to the existing PCE PPA arrangement. Funds will also be used to offset solar installation cost at the other sites. Exact budget allocation per site to be determined.

** Expected site, locations may be modified and/or new locations may be added.

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

This Agreement is entered into this 1 day of August, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Menlo Park, 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 seven hundred and eighty-six thousand, three hundred dollars (\$786,300). 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 August 1, 2025, through July 31, 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, Menlo Park, 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 MENLO PARK

By: _____
Shawn Marshall, Chief Executive Officer

By: _____
Justin Murphy, 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. First payment: Half of the grant (50%), rounded up to the nearest dollar. Upon execution of this contract.
2. 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 remaining eligible project costs (after standard rebate), or b) total remaining 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
3. Final payment: Balance of funds total funds less prior payments as listed in Sections 1-2 above). 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 as provided by Grantee.



June 26, 2025

Rafael Reyes
Peninsula Clean Energy Authority
2075 Woodside Road
Redwood City, CA 94061
rreyes@peninsulacleanenergy.com

RE: City of Menlo Park Member Agency Grant Proposal

Dear Rafael,

The City of Menlo Park is pleased to propose the following project for funding through the PCE Member Agency Grant program.

Arrillaga Family Recreation Center (ARC) Electrification & Resilience Retrofit

Overview and description

The City has a goal to eliminate fossil fuel from city operations by 2030. The ARC is a community-serving facility that provides several meeting rooms, event spaces, a fitness studio, commercial kitchen and offices for city staff. This intergenerational facility serves a mix of many residents at any one time. The site is a designated cooling center during extreme heat events and is identified as a short- and long-term emergency shelter in the City's Local Hazard Mitigation Plan. The water heaters at this facility were recently replaced by electric heat pumps in 2023. Presently, there is a central gas boiler that provides space heating, and a commercial gas range used for cooking in the commercial kitchen. Plans were developed to electrify the HVAC system for the facility; however they did not include the electrification of the kitchen and have been paused to re-evaluate the design to ensure there is sufficient electrical capacity for full facility electrification. Given the additional role of this facility during emergency operations, staff are investigating the opportunity to incorporate smoke filtration and recirculation during fire season. The facility does not currently have backup power - requiring a diesel generator to be brought on-site during an emergency. This presents an opportunity for improved resilience with the careful planning of a battery backup and solar. The scope of the project, to install all-electric HVAC equipment with the capability to filter smoke and recirculate filtered air during fire season will serve as a critical example for other Menlo Park facilities and other agencies to reference as they pursue retrofits for adaptation as we see continually deteriorating air quality and additional fires in the years to come.

Outcomes and benefits

This project modifies the heating, ventilation and air conditioning (HVAC) systems in the Arrillaga Family Recreation Center to address system deficiencies. The project will evaluate and implement options for addressing temperature fluctuations and equipment failure and fully electrify the facility by replacing remaining gas equipment at the facility including:

1. Replacement of gas boiler for space heating
2. Replacement of commercial kitchen equipment
3. Replacement of existing equipment and installation of HVAC system to control ventilation and filter smoke and recirculate filtered air
4. Resilience readiness upgrades for future solar photovoltaic (PV) panels and building energy storage system (battery) installation

The anticipated benefits are as follows:

1. Full electrification of the facility will reduce greenhouse gas (GHG) emissions and improve community air quality.
2. Replacement of HVAC systems with a focus on controlled ventilation and smoke adaptation for improved indoor air quality (IAQ) during typical operations and safety during wildfire events.
3. Creation of an all-electric commercial kitchen to enable induction cooking demonstrations and expand outreach/exposure to all-electric equipment.
4. Preparation for enrollment into a future round of PCE GovPV program to add solar and battery storage to the facility.

Community centers, especially those with commercial kitchens and those that serve key roles as cooling centers and short- and long-term shelters within disaster response plans, are important to decarbonize. In addition to the IAQ improvements for the community and GHG emissions reductions, adding resilience and adaptation to operate safely in fire season is critical.

Learning from this project will facilitate easier deployment of similar projects that align with PCE's mission, making this an excellent project to fund through PCE's Member Agency grant.

Budget

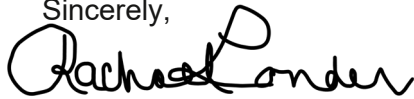
- Estimated project cost: \$1.3M
- General fund allocation: \$520K
- Member agency grant amount requested: \$786K

Timeline

Phase	Steps	Tentative timing for completion
Project development	1. Finalize scoping	1. Winter 2025
Design	2. Release RFP for design services 3. Selection 4. Development of 100% plans, specifications, estimates 5. Permitting	2. Spring 2026 3. Spring 2026 4. Fall 2026 5. Fall 2026
Construction	6. Bidding process 7. Award 8. Construction kick off 9. Construction completion 10. Commissioning 11. Close out	6. Winter 2026 7. Winter 2026 8. Spring 2027 9. Summer 2027 10. Fall 2027 11. Fall 2027

We thank you for your consideration.

Sincerely,



Rachael Londer
Sustainability Manager

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

This Agreement is entered into this 1 day of August, 2025, by and between the Peninsula Clean Energy Authority, a joint powers authority of the state of California, hereinafter called "PCEA," and City of Redwood City, a charter city and municipal corporation in the state of California, 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 one million, two hundred and sixty-five thousand, eight hundred and sixty-six dollars (\$1,265,866). 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 August 1, 2025, through July 1, 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 6 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 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 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: Terence Kyaw, Public Works Director
Address: 1400 Broadway, Redwood City, CA 94063
Telephone: (650) 780-7464
Email: tkyaw@redwoodcity.org

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 REDWOOD CITY
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_____ Shawn Marshall, Chief Executive Officer	_____ Melissa Stevenson Diaz, City Manager
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Date: _____	Date: _____
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ATTEST:

Yessika Castro, City Clerk

Exhibit A

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

Project Overview and Description

Grantee's Municipal Electrification project includes two phases:

1. Design of Electric Vehicle (EV) Supply Equipment and Infrastructure Engineering
2. Construction and Installation of EV Supply Equipment and Infrastructure and Engineering Support

Phase 1 – Design of Electric Vehicle (EV) Supply Equipment and Infrastructure Engineering

Pursuant to the Grantee's Zero-Emission Fleet Transition Plan, this phase will include a site review, technical specifications, detailed design drawings ready for construction, and coordinate the development of associated specifications that relate to the scope of work and cost estimates for the installation of:

- 2 Level-2 charging stations (7.2 kW)
- 1 Level-2 charging station (19.2 kW)
- 34 DC dual-port chargers (40 kW)
- 6 DCFC single-port chargers (60 W)
- 2 DCFC single port chargers (120 kW)

Milestones

1. Preliminary design stage
 - a. Site feasibility and cost analysis
 - b. Utility noticing and coordination
 - c. Surveying and base maps
 - d. 65% design drawings
 - e. Specifications for qualified chargers
 - f. Single-line diagram
 - g. 90% design drawings
2. Final design stage
 - a. Provide final construction plans, specifications, and cost estimates
 - b. Provide 100% design drawings
 - c. Provide construction ROM estimate (rough order magnitude)
 - d. Put together construction bid package
3. Construction bid stage services

Phase 2 – Construction and Installation of EV Supply Equipment and Infrastructure and Engineering Support. Pursuant to the Grantee's Zero-Emission Fleet Transition Plan, this phase will include

demolition, trenching and backfill, asphalt paving, site improvements, concrete work, electrical work, purchase and installation of electrical and charging equipment, and start-up and commissioning support. Engineering support will also be included in this phase to address request for information (RFI), review submittals, and to assist the Grantee with quality assurance and control of final deliverables.

Project Outcomes and Benefits

Grantee Municipal Electrification project will bring the Grantee in compliance with the California Air Resources Board (CARB) Advanced Clean Fleets (ACF) Regulations and furthering the Grantee's Climate Action Plan goals in reducing greenhouse gas emissions.

Replacing fossil fuel-powered systems with electric systems can lead to cleaner air, reducing pollutants that contribute to respiratory problems and other health issues. Additionally, this project has the potential to decrease the Grantee's total cost of ownership of vehicles, reduce fuel consumption, and maintenance expenses. Electrification enables a transition to renewable energy sources, reducing dependence on finite fossil fuels and promoting a more sustainable energy system.

Project Budget

Phase 1 is budgeted at \$219,424 in accordance with the fee schedule outlined in the contract by Grantee with Black and Veatch Corporation for the project's design work (see Exhibit A-1).

Phase 2 is projected at \$2,901,706 (Rough Order of Magnitude [ROM] estimate).

Project Timeline

Tentative timeline for Phase-1: May 2025 – December 2025

Tentative timeline for Phase-2: January 2026 – June 2028

Exhibit A-1

Black and Veatch Corporation Cost for Design of Electric Vehicle (EV) Supply Equipment and Infrastructure Engineering

Task	Hours	Amount
Task 0: Project Management	111	\$ 25,416.00
Task 1: Preliminary Design Stage	453	\$ 96,609.00
1.1 Project Kickoff	-	\$ -
1.2 Document Review	3	\$ 672.00
1.3 Site Feasibility and Cost Analysis Review	33	\$ 8,200.00
1.4 Utility Noticing and Coordination	38	\$ 7,638.00
1.5 Surveying/Records	31	\$ 18,360.00
1.6 Base Maps	-	\$ -
1.7 65% Design	134	\$ 24,522.00
1.8 90% Design	159	\$ 28,965.00
1.9 Utility Relocation Noticing	10	\$ 2,010.00
1.10 Construction Plans	45	\$ 6,242.00
Task 2: Final Design Stage	38	\$ 8,071.00
2.1 Final Plans, Specifications and Cost Estimates	30	\$ 6,668.00
2.2 Final Construction Drawings	2	\$ 519.00
2.3 Bid Packages	6	\$ 884.00
Task 3 Construction Bid Stage	23	\$ 4,943.00
3.1 Mandatory Pre-bid/Site-Walk Conference	17	\$ 4,059.00
3.2 Response to Bid Questions	6	\$ 884.00
Task 4: On-Going Technical Support	308	\$ 64,437.00
4.1 On-Going Technical Support	26	\$ 5,828.00
4.2 Additional Optional Services (upon request)	-	\$ -
- ROM Estimate	25	\$ 5,948.00
- Technical Specifications	135	\$ 29,814.00
- Land Services and Environmental Due Diligence	11	\$ 1,993.00
- Zoning Review	57	\$ 10,826.00
- Building and Electrical Permits	54	\$ 10,028.00
10% Contingency		\$ 19,948.00
Total not-to-exceed amount		\$ 219,424.00

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. First payment: Half of the grant (50%), rounded up to the nearest dollar shall be paid upon execution of this Agreement.
2. 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 Program for the EV charging project up to the lesser sum of the following: a) total remaining eligible project costs (after standard rebate), or b) total remaining Member Agency Energy Grant allocation as outlined in Section 3 of the Agreement. The required application for the EV Ready program is located at the following link:
https://peninsulacleanenergy.formstack.com/forms/ev_charger_incentives_application
3. Final payment: Balance of total funds less prior payments (as listed in Sections 1-2 above) shall be paid 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 as provided by Grantee.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 9, 2025

MEETING DATE: July 24, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Roy Xu, Senior Director of Power Resources, Sara Maatta, Senior Manager of Power Resources, Shayna Levia, Power Resources Analyst

SUBJECT: Approval of Resolution Approving Peninsula Clean Energy's 2024 Power Source Disclosure Annual Report, Confirming the Accuracy of the Information Provided in the 2024 Power Source Disclosure Report and Delegating Authority to the Chief Executive Officer, or Designee, to Submit the Attestation to the California Energy Commission

RECOMMENDATION

Approve Resolution Approving Peninsula Clean Energy's 2024 Power Source Disclosure Annual Report, Confirming the Accuracy of the Information Provided in the 2024 Power Source Disclosure Report and Delegating Authority to the Chief Executive Officer, or designee, to Submit the Attestation to the California Energy Commission.

BACKGROUND

The California Public Utilities Code requires all retail sellers of electric energy, including Peninsula Clean Energy, to disclose "accurate, reliable, and simple-to-understand information on the sources of energy" that are delivered to their respective customers. The format for the required communications is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers. This format has been termed the "Power Content Label" by the California Energy Commission ("CEC"). Information presented in the Power Content Label includes the proportionate share of total energy supply attributable to various resource types, including both renewable and conventional fuel sources. The method used to determine the power content of the energy supply is governed by the CEC's Power Source Disclosure Program. Every spring, retail sellers prepare a Power Source Disclosure Annual Report ("Annual Report") that lists the individual specified resources used to serve their customers' electricity needs in the previous calendar year, and the amount procured from each resource. This Annual Report forms the basis of the Power Content Label that is sent annually to customers.

In 2021, Assembly Bill 242 (Holden, Chapter 228, Statutes of 2021) was adopted, requiring California retail electricity suppliers to post their Power Content Labels on their websites annually by October 1 and in written promotional materials by the end of the first complete

billing cycle for the fourth quarter of the year. In 2022, Senate Bill 1158 (Becker, Chapter 367, Statutes of 2022) was adopted, requiring hourly reporting of a retail seller's electric supply to the CEC beginning in 2028, and additional reporting requirements. The subsequent Amended Regulations Governing the Power Source Disclosure Program approved in 2025 modified the attestation requirements for public agencies providing electric energy. Historically, public agencies like PCE were required to have their Board attest to both their Power Source Disclosure Annual Report and Power Content Label and submit the attestation to the CEC by October 1. Beginning in 2025 with the 2024 Annual Report, public agencies are only required to have their Board attest to their Power Source Disclosure Annual Report. Later this year, the CEC will generate each retail seller's Power Content Label on their behalf based on the information provided in their Power Source Disclosure Annual Report. Retail sellers will then provide the Power Content Label generated by the CEC to their respective customers in the fall of 2025.

Beginning with the 2021 reporting year, retail suppliers are required to calculate the greenhouse gas (GHG) emissions intensity of their electricity portfolios and report the results in the Power Source Disclosure Annual Report and on the Power Content Label. The methodology for calculating the emissions intensity is determined by the CEC, and retail suppliers are required to use the CEC's methodology. Any marketing or retail product claim by a retail supplier related to the GHG emissions intensity of an electricity portfolio must be consistent with the GHG emissions intensity disclosed on the relevant Power Content Label. Retail suppliers may provide additional information to customers describing other actions related to greenhouse gases that are unrelated to the electricity portfolio.

DISCUSSION

During the 2024 calendar year, Peninsula Clean Energy successfully delivered a substantial portion of its electric energy supply from various renewable energy sources, including solar, wind, small hydroelectricity, and geothermal. For our ECOplus customers, the percentage of supply attributable to renewable energy sources approximated fifty percent (50%) according to the Power Source Disclosure Annual Report, and the total supply from carbon-free or renewable energy resources was one hundred percent (100%). These amounts meet our targets of fifty percent (50%) renewable and one hundred percent (100%) renewable or carbon-free energy. For our ECO100 customers, the percentage of supply attributable to renewable energy sources comprised one hundred percent (100%). Peninsula Clean Energy's program for the Disadvantaged Communities Green Tariff (DAC-GT) is called Green Access and is represented on the Power Source Disclosure Annual Report and Power Content Label as a separate product, with one hundred percent (100%) of its supply coming from renewable energy sources. In 2024, Peninsula Clean Energy began offering a Green Transit product to public transit agencies, and this product's supply comes from one hundred percent (100%) renewable energy sources.

The 2024 Annual Report includes the GHG Emissions Intensity factor calculated per the CEC's methodology. The GHG Emissions Intensity for 2024 was 0 lbs of carbon dioxide equivalent per megawatt-hour of electricity (CO₂e/MWh) for each of our retail products (ECOplus, ECO100, Green Access, and Green Transit). In comparison, the average intensity for California utilities in 2023 was 373 lbs CO₂e/MWh. The average intensity value for California utilities in 2024 will be published by the CEC later this year and provided to customers on the Power Content Label in the fall of 2025.

Beginning with reporting for the 2019 calendar year, the CEC requires supplies purchased from Asset Controlling Suppliers (ACS supplies) to be disaggregated in the Power Content Label into distinct fuel types, such as large hydroelectric, nuclear, and unspecified sources of power. Peninsula Clean Energy did not purchase any ACS supplies in 2024.

While developing Peninsula Clean Energy's 2024 Power Source Disclosure Annual Report, staff performed a detailed review of all power purchases completed for the 2024 calendar year. This review included an inventory of all renewable energy transfers within Peninsula Clean Energy's Western Renewable Energy Generation Information System (WREGIS) accounts and pertinent transaction records. Staff developed the Power Source Disclosure Annual Report for the ECOplus, ECO100, Green Access, and Green Transit products and submitted this report to the CEC by the regulatory deadline of June 1, 2025. In addition, both the ECO100 and Green Access products for 2024 have been certified by Green-e, a process which included an external audit. Based on staff's review of available data, the information presented in the Annual Report was determined to be accurate.

To fulfill its Power Source Disclosure reporting obligation, Peninsula Clean Energy must also provide the CEC with an attestation regarding the veracity of information included in the Annual Report. In consideration of the aforementioned internal review and applicable regulations, staff requests that the Board accept this determination and attest to the veracity of information included in Peninsula Clean Energy's 2024 Power Source Disclosure Annual Report, which will then be submitted to the CEC.

Consistent with applicable regulations, Peninsula Clean Energy will submit the Board's attestation of its 2024 Power Source Disclosure Report to the CEC and post the Power Content Label online by October 1, 2025, and complete requisite customer communications by December 31, 2025.

A copy of Peninsula Clean Energy's 2024 Power Source Disclosure Report is included as Exhibit A. The Power Content Label data for each of Peninsula Clean Energy's retail products is also reproduced below.

ECOplus	Portfolio Totals	PCL Data
Retail Sales	3099215	
Total Specified	3099215	
Biomass & Biogas	0	0%
Geothermal	370246	12%
Eligible Hydroelectric	49303	2%
Solar	571712	18%
Wind	560348	18%
Large Hydroelectric	1547606	50%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	0	
Unspecified Power - Total	0	0%
Total PCL GHGs (MT CO₂e)	0.0	
Emissions intensity (MT CO₂e/MWh)	0.000	
PCL GHG Intensity (lbs CO₂e/MWh)		0
Unbundled REC %		0%

ECO100	Portfolio Totals	PCL Data
Retail Sales	292278	
Total Specified	292278	
Biomass & Biogas	0	0%
Geothermal	0	0%
Eligible Hydroelectric	0	0%
Solar	146139	50%
Wind	146139	50%
Large Hydroelectric	0	0%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	0	
Unspecified Power - Total	0	0%
Total PCL GHGs (MT CO₂e)	0.0	
Emissions intensity (MT CO₂e/MWh)	0.000	
PCL GHG Intensity (lbs CO₂e/MWh)		0
Unbundled REC %		0%

Green Transit	Portfolio Totals	PCL Data
Retail Sales	9269	
Total Specified	9269	
Biomass & Biogas	0	0%
Geothermal	0	0%
Eligible Hydroelectric	0	0%
Solar	9269	100%
Wind	0	0%
Large Hydroelectric	0	0%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	0	
Unspecified Power - Total	0	0%
Total PCL GHGs (MT CO ₂ e)	0.0	
Emissions intensity (MT CO ₂ e/MWh)	0.000	
PCL GHG Intensity (lbs CO ₂ e/MWh)		0
Unbundled REC %		0%

Green Access	Portfolio Totals	PCL Data
Retail Sales	8647	
Total Specified	8647	
Biomass & Biogas	0	0%
Geothermal	0	0%
Eligible Hydroelectric	0	0%
Solar	8647	100%
Wind	0	0%
Large Hydroelectric	0	0%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	0	
Unspecified Power - Total	0	0%
Total PCL GHGs (MT CO ₂ e)	0.0	
Emissions intensity (MT CO ₂ e/MWh)	0.000	
PCL GHG Intensity (lbs CO ₂ e/MWh)		0
Unbundled REC %		0%

STRATEGIC PLAN

The Power Source Disclosure Annual Report supports the Power Resources Objective C: Operations; Manage power portfolio to ensure performance consistent with contractual requirements, regulatory compliance, and internal strategies and specifically Key Tactic 2: Regulatory Compliance; Ensure all requirements are submitted accurately and on time.

ATTACHMENTS:

[Exhibit A: Peninsula Clean Energy Authority 2024 Power Source Disclosure Report.pdf](#)

RESOLUTION NO. _____

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

APPROVAL OF RESOLUTION APPROVING PENINSULA CLEAN ENERGY'S 2024 POWER SOURCE DISCLOSURE ANNUAL REPORT, CONFIRMING THE ACCURACY OF THE INFORMATION PROVIDED IN THE 2024 POWER SOURCE DISCLOSURE REPORT AND DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER, OR DESIGNEE, TO SUBMIT THE ATTESTATION TO THE CALIFORNIA ENERGY COMMISSION

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

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

WHEREAS, launch of service for Phase I occurred in October 2016, and launch of service for Phase II occurred in April 2017; and

WHEREAS, the California Public Utilities Code requires all retail sellers of electric energy, including Peninsula Clean Energy, to disclose “accurate, reliable, and simple-to-understand information on the sources of energy” that are delivered to their respective customers; and

WHEREAS, the California Energy Commission’s Power Source Disclosure Program governs the method and format by which retail sellers make these disclosures to their customers; and

WHEREAS, staff completed a detailed review of all power purchases for the 2024 calendar year and developed the 2024 Power Source Disclosure Annual Report pursuant to the Regulations Governing the Power Source Disclosure Program; and

WHEREAS, the Board wishes to attest to the veracity of information presented in the 2024 Power Source Disclosure Annual Report.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED by the Board as follows:

SECTION 1: The Board approves the 2024 Power Source Disclosure Annual Report.

SECTION 2: The Board attests to the veracity of information provided in the 2024 Power Source Disclosure Annual Report.

SECTION 3: The Board authorizes the Chief Executive Officer, or designee, to submit the attestation of the 2024 Power Source Disclosure Annual Report to the California Energy Commission.

2024 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2024

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Peninsula Clean Energy Authority	
CONTACT INFORMATION	
NAME	Shayna Levia
TITLE	Power Resources Analyst
MAILING	2075 Woodside Rd
CITY, STATE, ZIP	94061
PHONE	650-761-6784
EMAIL	slevia@peninsulacleanenergy.com
WEBSITE URL FOR PCL POSTING	www.peninsulacleanenergy.com

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name and contact information above.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-[California Energy Commission's website](https://www.energy.ca.gov/energy-commission)).

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23.
In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biogas		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.84	-
		Natural gas		-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.04	-

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biogas		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.89	-
		Natural gas		-
		Nuclear	0.06	-
		Other		-
		Unspecified Power	0.06	-

**2024 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM**

**For the Year Ending December 31, 2024
Peninsula Clean Energy Authority**

I, Shawn Marshall,
Chief Executive Officer, declare under penalty of perjury, that the information
provided in this report is true and correct and that I, as an authorized agent of Peninsula
Clean Energy Authority, have authority to submit this report on the retail supplier's
behalf. I further declare that all of the electricity claimed as specified purchases as shown
in this report was sold once and only once to retail customers.

Name: Shawn Marshall

Representing (Retail Supplier): Peninsula Clean Energy Authority

Signature: 

Dated: May 28, 2025

Executed at: Redwood City, CA



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 10, 2025

MEETING DATE: July 24, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Melanie Jasper, Associate Programs Manager, Transportation

SUBJECT: Approval of EV Ready Program Fund Reservation Agreements with (1) GoPowerEV in an Amount Not-to-Exceed \$1,500,000 and (2) Spring Valley Homeowners Association in an Amount Not-to-Exceed \$263,500 for a Total Not-to-Exceed of \$1,763,500 in Customer EV Incentives

RECOMMENDATION

1. Delegation of authority to the CEO to execute multiple EV Ready Fund Reservation Agreements with GoPowerEV in an amount not to exceed \$1,500,000 in total customer incentives to install EV charging infrastructure.
2. Delegation of authority to the CEO to execute three (3) EV Ready Fund Reservation Agreements with Spring Valley Homeowners Association in an amount not to exceed \$263,500 in total customer incentives to install EV charging infrastructure.

BACKGROUND

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

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

Peninsula Clean Energy CEO when cumulative spending exceeds \$250,000 in a fiscal year for the customer.

Additionally, Peninsula Clean Energy provides added incentives for certain multi-family EV charging projects located in San Carlos with funding provided by the City of San Carlos. The City of San Carlos provides Peninsula Clean Energy with \$100,000 annually to be administered in the EV Ready program. These incentives are applied as a 50% enhancement to Peninsula Clean Energy’s traditional incentive amounts, which vary by charger type, up to a maximum of \$20,000 per property. These added funds are only applied to multi-family retrofit projects within the City of San Carlos. Three Fund Reservation Agreements were received by a homeowner’s association in San Carlos with multiple properties and whose cumulative incentives value exceeds \$250,000 in combined Peninsula Clean Energy and San Carlos funding, further described in the Discussion section below.

Peninsula Clean Energy EV Ready program guidelines allow project developers to act as a Designated Applicant and manage the incentive process on behalf of property owners who are installing chargers with our program.

GoPowerEV serves as a project developer and has been a trusted program partner since 2023. responsible for installing over 200 charging ports across PCE service territory to date, including some of the largest multifamily EV charging retrofit projects in the country. It has partnered with Peninsula Clean Energy to expand access to EV charging in the EV Ready program. The Discussion section below provides further detail on the requested approvals by the Board for EV Ready Fund Reservation Agreements with GoPowerEV, including delegation of approval to the CEO for additional Agreements expected this fiscal year.

DISCUSSION

Peninsula Clean Energy is expecting many EV Ready applications from GoPowerEV this fiscal year, which will exceed \$250,000 in cumulative value for FY26. Nine applications from GoPowerEV have already been received this fiscal year with a total of \$726,500 in customer incentives and are included for the Board’s review and approval. These nine agreements are listed in the first table below. Notably, all nine of the received GoPowerEV projects are for Affordable Housing properties in Redwood City and East Palo Alto. These properties are also receiving additional PCE affordable housing related incentives.

Because Peninsula Clean Energy staff expect additional applications from GoPowerEV this fiscal year, staff are seeking authorization not to exceed \$1.5M in cumulative contract value from GoPowerEV. This additional request will allow the CEO to more quickly execute Fund Reservation Agreements with GoPowerEV without the need to return to the Board for individual approval by the Board. This will substantially streamline and expedite the approval process. Should Peninsula Clean Energy receive additional EV Ready applications from GoPowerEV that exceed \$1.5M in cumulative contract value for FY 26, staff will return to the Board for additional consideration, review, and authorization.

Fund Reservation Agreements Received in FY 26 by GoPowerEV:

Project	Total Requested Funds	Total Charging Ports
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GoPowerEV Inc. - 3135 Campus Dr	\$174,000	82
GoPowerEV Inc. - 1760 Bay Rd	\$127,500	49
GoPowerEV Inc. - 86 Renato Ct	\$40,000	14
GoPowerEV Inc. - 180 Buckingham Ave	\$125,000	48
GoPowerEV Inc. - 780 Bradford S	\$67,500	25
GoPowerEV Inc. - 2683 Marlborough Ave	\$62,500	23
GoPowerEV Inc. - 36 Renato Ct	\$27,500	9
GoPowerEV Inc. - 44 Renato Ct	\$47,500	17
GoPowerEV Inc. - 70 Renato Ct	\$55,000	20
Total	\$762,500	287

In addition to the GoPowerEV applications, Peninsula Clean Energy has received three EV Ready applications from Spring Valley Homeowner's Associations for three properties in the City of San Carlos. These projects are expected to receive over \$250,000 in combined incentives from Peninsula Clean Energy and the City of San Carlos and are submitted to the Board for approval. These projects are expected to install 96 total smart outlets, one for every parking spot across the three properties.

Fund Reservation Agreements Received in FY 26 by Spring Valley HOA:

Project	Requested Funds	Additional Funds from San Carlos	Total Requested Funds	Total Charging Ports
Spring Valley HOA – 1 Elm St	\$97,000	\$20,000	\$117,000	46
Spring Valley HOA – 1 Laurel St	\$77,000	\$20,000	\$97,000	36
Spring Valley HOA – 2 Elm St	\$33,000	\$16,500	\$49,500	14
Total			\$263,500	96

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

FISCAL IMPACT

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

STRATEGIC PLAN

Goal 3 – Community Energy Programs:

- Objective A: Develop market momentum for electric transportation
 - Key Tactic 1: Drive personal electrified transportation to majority adoption
- Objective B: Deliver tangible benefits throughout our diverse communities
 - Key Tactic: Expand charging access and equity to low income communities

ATTACHMENTS:

[2025.07.24 BOD Programs - EVRP_FundReservationAgmt_GoPowerEV Attachment 1.docx](#)

[2025.07.24 BOD Programs - EVRP_FundReservationAgmt_Spring Valley Attachment 2 \(1\).docx](#)

[2024.11.1 EV Ready Program Standards & Requirements MASTER \(1\).docx](#)

RESOLUTION NO. _____

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

**APPROVAL OF EV READY PROGRAM FUND RESERVATION AGREEMENTS WITH (1)
GOPOWEREV IN AN AMOUNT NOT-TO-EXCEED \$1,500,000 AND (2) SPRING VALLEY
HOMEOWNERS ASSOCIATION IN AN AMOUNT NOT-TO-EXCEED \$263,500 FOR A
TOTAL NOT-TO-EXCEED OF \$1,763,500 IN CUSTOMER EV INCENTIVES**

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

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

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

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

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

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

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

WHEREAS, multiple EV Ready incentive applications ("Fund Reservation Agreements") were received by Peninsula Clean Energy in June 2025 from customers whose total incentive value will exceed \$250,000 in cumulative contract value this fiscal year for each customer; and

WHEREAS, Peninsula Clean Energy staff expect multiple additional Fund Reservation Agreements from GoPowerEV this fiscal year and; and

WHEREAS, the Board wishes to delegate authority to the Chief Executive Officer to finalize and execute multiple Fund Reservation Agreements in the EV Ready program to provide incentives; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to finalize and execute additional Fund Reservation Agreements from GoPowerEV in an amount not to

exceed \$1,500,000 for EV Ready program incentives; and

WHEREAS, the Board also wishes to approve \$263,500 in Fund Reservation Agreements for Spring Valley Homeowners Association for EV Ready program incentives;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to finalize and execute multiple customer Fund Reservation Agreements in the EV Ready program with GoPowerEV and Spring Valley Homeowners Association to provide incentives for an expected total of approximately \$1,763,500 in a form approved by the General Counsel.



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

Applicant First Name	John
Applicant Last Name	Reister
Title	CEO
Organization	GoPowerEV
Email	(Redacted)
Phone Number	(Redacted)
Proposed Site Address	(Various)
City	(Various)
Zip Code	(Various)
Service Agreement ID	(Various)
Project ID	(Various)

EV Charging Infrastructure Project Description:

Project Type	Affordable Housing Existing Multi-Unit Dwelling
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	Level 1 Outlets	Level 2 Outlets	Level 2 Charge Ports	Make Ready Ports
Submitted # Ports	287	0	0	0
Reserved Funds	\$717,500.00	\$0.00	\$0.00	\$0.00

Panel Upgrade	\$45,000.00 (across 9 properties)
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Total Reserved Funds \$762,500.00

Notes

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

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

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

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

[DocuSign]

Applicant Signature

Date

Peninsula Clean Energy Representative Signature Title

Date

Peninsula Clean Energy EV Ready Program Terms and Conditions

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

and maintenance of any additional EVSP services.

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

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



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

Applicant First Name	John
Applicant Last Name	Nguyen
Title	Customer
Organization	Spring Valley HOA
Email	(Redacted)
Phone Number	(Redacted)
Proposed Site Address	(Various)
City	San Carlos
Zip Code	(Various)
Service Agreement ID	(Various)
Project ID	(Various)

EV Charging Infrastructure Project Description:

Project Type	Existing Multi-Unit Dwelling
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	Level 1 Outlets	Level 2 Outlets	Level 2 Charge Ports	Make Ready Ports
Submitted # Ports	96	0	0	0
Reserved Funds	\$192,000.00	\$0.00	\$0.00	\$0.00

Panel Upgrade	\$15,000.00 (across 3 properties)
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Total Reserved Funds \$263,500.00

Notes \$56,500 from the City of San Carlos

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

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

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

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

[DocuSign]

Applicant Signature

Date

Peninsula Clean Energy Representative Signature Title

Date

Peninsula Clean Energy EV Ready Program Terms and Conditions

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

and maintenance of any additional EVSP services.

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

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



Peninsula Clean Energy EV Ready Program

Standards & Requirements

Overview

The Peninsula Clean Energy Electric Vehicle (EV) Ready Program is an EV charging infrastructure program to support multi-family, workplace, and public charging in San Mateo County and the City of Los Banos by providing incentives for the installation of Level 1, Level 2, and Make Ready charging infrastructure. In addition to the incentives outlined in this document, Peninsula Clean Energy is providing free, but optional, technical assistance to help customers choose cost-effective EV charging options and design their projects.

1. Definitions

- a. **Affordable Housing** – Residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income.
- b. **Designated Applicant** – An organization or individual (contractor, developer, property manager, etc.) that has been authorized by a property owner to act on the property owner's behalf for the purpose of applying for and managing incentives in the EV Ready Program, including directly receiving incentives upon project completion (if desired), and has submitted a fully signed Designated Applicant form.
- c. **Employee Parking** – Parking that is assigned or dedicated to employee or fleet parking only and not accessible by the general public.
- d. **EVSE** – Electric vehicle supply equipment or EV charging stations, including conductors, EV connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the EV (NFPA 70-2017, Article 625).
- e. **EV Charging Port** – a 120V – 240V AC outlet or either a J1772 or J3400 connector on an EVSE which charges one vehicle at a time.
- f. **EV charging infrastructure** – refers to all electrical infrastructure, including, electrical panels, circuits, wire, conduit, raceway, and other materials required to bring power from a panel to an EV charging port, and the EV charging port, or electric vehicle supply equipment.
- g. **Electric Vehicle Service Provider (EVSP)** – An EVSP provides the connectivity across a network of charging stations. Connecting to a central server, they manage the software, database, and communication interfaces that enable operation of the station.
- h. **Level 1 (L1) Outlet** – Level 1 outlets offer charging through a 120V AC circuit, providing about 50 – 60 miles of range over a 12-hour overnight charge. EV drivers bring their own charging cord.
- i. **Level 2 (L2) Outlet** – Level 2 outlets offer charging through a 208 – 240V AC circuit, providing about 12 – 24 miles of range per hour. EV drivers bring their own charging cord.
- j. **L2 Charging Stations, L2 EVSE, or L2 Charge Ports** – charging stations that offer charging on a 208V – 240V AC circuit, providing about 12-24 miles of range per hour. EV drivers plug the charger's cord into their vehicle.
- k. **Make Ready Ports** – Projects that build, construct, and install the electrical infrastructure, including transformers, panels or panel capacity, and conduit required for an EV charging port, but do not install the EVSE. Make Ready Port incentives are meant to encourage customers to future-proof their site for additional EV charging ports to be installed later.
- l. **Multi-Unit Dwelling (MUD)** – Multi-family residential buildings with four or more residential units.
- m. **Publicly Accessible** – Charging that any EV driver can reasonably access during normal hours without special permissions or other restrictions.

2. Program Segments & Funding

a. Eligibility

Summary of Eligible Property and Project Types

Measure Type	Multi-Unit Dwellings	Non-Residential
L1 or L2 Outlet	Eligible	Eligible
L2 Charging Stations	Eligible	Eligible
Main Panel Upgrade	Eligible	Not Eligible
Make Ready Project	Eligible	Eligible

Eligible Residential Locations

- All multi-family housing (apartments, condos, etc.) with 4 or more housing units. Assigned parking spaces are eligible, as long as they are not located inside private, dedicated garages with access to only a single residential unit (see “Parking Type” below for more details and exceptions).
- Manufactured housing is eligible if master metered. If the housing is not master metered (each home has its own electrical meter), it must meet the “Parking Type” eligibility below. Private garages or driveways that are immediately adjacent to a home with its own meter are not eligible.

Eligible Non-Residential Locations

- Employee Parking, including fleet, does not need to be publicly accessible.
- All Publicly Accessible Non-Residential Locations
 - Retail, restaurants, schools, hotels, malls, parking garages, curbside charging, etc., must be open to the general public.
 - Government locations such as parks, libraries, government offices, city/county-owned garages, etc., must be open to the general public.
 - Location does not need to be accessible to the public 24/7 or all days, but needs to be reasonably available to any EV driver. Chargers cannot be behind a secured gate, require special permissions, or available only to specific people (e.g. employees, customers, or guests, etc. only).

To be eligible for program funding, *all* projects must comply with the following requirements:

1. Property is located within San Mateo County or the City of Los Banos.
2. EV charging infrastructure will be connected to a meter associated with an active Peninsula Clean Energy customer account.
 - a. **EXCEPTION:** If the site is a MUD, then the stations may be installed on a non-Peninsula Clean Energy meter, provided the main or primary building meter is associated with a Peninsula Clean Energy account.
3. All work performed on projects under this agreement must be performed by contractor companies that hold a valid California C-10 license. PCEA reserves the right to amend and change contractor requirements at any point during the program.
4. Installations must comply with all federal, state, and municipal laws, ordinances, rules, codes, standards, and regulations.
5. Funds are not retroactively available to projects where the equipment was already purchased, or installation costs have been incurred, prior to approval by Peninsula Clean Energy.
6. Installations must be voluntary and surplus—charging stations that are required to be installed by a regulation, local ordinance, building code, or other legal obligations (e.g., legal settlement, condition

of lease agreement or use permit, EV-readiness ordinance) are NOT eligible, except for installations at Affordable Housing and public agencies.

7. Installations must be adding additional EV charging infrastructure. Replacement of existing charging equipment, whether operable or inoperable, is not eligible.
 8. No double dipping with EV Ready funds. Only one EV Ready incentive can be applied to a single parking space. For example, if a project is using a Make Ready Space incentive for a parking space, that space can not receive another EV Ready incentive later to convert the space to an EV Charging Port.
 9. EV Charging Ports installed with funding from the EV Ready program must be made available for use upon completion of installation and remain available for use for a minimum of 3 years.
 10. Parking Type: Installations cannot be located inside private garages with access to only a single residential unit. All other parking types are eligible.
 - a. Assigned parking spaces are eligible.
 - b. Private garages that are only accessible by a single residential unit are not eligible, unless electricity to this area is provided by a common/shared electrical meter and not the electrical meter associated with the residential unit that is utilizing that private garage.
- b. Affordable Housing Funds Reservation
The program will reserve \$1 million towards Affordable Housing charging installation projects, including at both existing Affordable Housing and new construction projects. Funding will be protected for a minimum of up to 2 program years after which the allocation of funds will be re-assessed and any unreserved funds may be reallocated to the program funding pool and be eligible to fund other projects.
- c. Multi-Unit Dwellings Funds Reservation
The program will reserve \$3.5 million towards charging installation projects at MUD properties, inclusive of the \$1 million reserved for Affordable Housing projects. Funding will be protected for up to 2 program years after which the allocation of funds will be re-assessed and any unreserved funds may be reallocated to the program funding pool and be eligible to fund other projects.
- d. Combining Incentives
Installations may be eligible for additional funding programs such as CALeVIP, BAAQMD Charge! Program, etc. When customers combine incentives from multiple sources, Peninsula Clean Energy Incentives may be reduced so total incentives do not exceed the applicable caps indicated in the incentive table below.

3. EV Charging Equipment Requirements

- a. Level 1 or Level 2 Outlet (110/120V or 208 – 240V, 15A – 50A circuit)
 - i. Hardware Requirements
 - 1. Power Supply: 1.4 kW minimum
 - 2. NEMA 110/120V or 208 – 240V receptable, heavy duty, commercial, or industry grade
 - 3. Ground Fault Circuit Interrupter (GFCI) receptacle
 - 4. Must meet indoor or outdoor NEC requirements per installation location
- b. Level 2 Charging Station (208 – 240V, 20A – 80A circuit)
 - i. Hardware Requirements
 - 1. SAE J1772 or North American Charging Standard (NACS)/SAE J3400 connector
 - 2. NEMA 3R rated (outdoor rated hardware) minimum
 - 3. Hardware must be new. No refurbished or repurposed equipment can be installed (e.g., equipment previously used as display or returned)
 - ii. Software Requirement
 - 1. If software is utilized, it must use an open standard protocol, such as Open Charge Point Protocol (OCPP)
- c. Make Ready Spaces

The EV Ready Program provides funding to create Make Ready Spaces by installing future-proof infrastructure to support additional EV charging ports in the future. Eligible expenses for Make Ready Spaces include hardware such transformers, panels or panel capacity, and conduit, the labor costs associated with these projects, and permit costs, subject to site eligibility, incentive levels, and site caps, outlined further in the section below.

4. Incentive Amounts

Property Category	Property Type	Measure Type	Port Incentive	Applicable Cap ¹
Existing Building	Multi-Unit Dwelling	L1 or L2 outlet	\$2,000	No cap
		L2 charging station port	\$4,500	Up to 75% of project cost, maximum \$90,000 per property
		Main panel upgrade ²	\$5,000	Up to \$5,000 per property
	Affordable Housing Multi-Unit Dwelling	L1 or L2 outlet	\$2,500	No cap
		L2 charging station port	\$5,500	Up to 100% of project cost, maximum \$90,000 per property
		Main panel upgrade ²	\$5,000	Up to \$5,000 per property
	Employee Parking	L1 or L2 outlet	\$2,000	No cap
		L2 charging station port	\$5,000	Up to 75% of project cost, maximum \$90,000 per property
	All Publicly Accessible Non-Residential Locations ³	L1 or L2 outlet	\$2,000	No cap
		L2 charging station port	\$5,000	Up to 75% of project cost, no maximum
	Any	Make Ready Space ⁴	\$2,000	Up to \$20,000 per property
New Construction ⁵	Market Rate Multi-Unit Dwelling	L1 or L2 outlet	\$1,000	No cap
		L2 charging station port	\$2,000	Up to \$40,000 per property
	Affordable Housing Multi-Unit Dwelling	L1 or L2 outlet	\$1,500	No cap
		L2 charging station port	\$2,500	Up to \$100,000 per property
	Public Agency	L1 or L2 outlet	\$1,000	No cap
		L2 charging station port	\$2,000	Up to \$250,000 per property

¹ Maximum incentive award is up to 100% of project cost – maximum port incentive or applicable cost, whichever is less, unless otherwise stated

² Must install 4 or more ports to be eligible for the main panel upgrade incentive.

³ Publicly-Accessible Non-residential locations are defined in Section 2 Program Segments & Funding.

⁴ No double dipping, can not be layered with other EV Ready incentives to fund the conversion of the same Make Ready Space to an outlet or charging station port in the future.

⁵ If a new construction project is a multi-use site and is eligible for multiple incentive categories, the site owner must select which property type category and corresponding incentive structure to apply for.

To be eligible for incentives, all projects, except for Public Agency and Affordable Housing property types, must be voluntary and surplus from those required to be installed by a regulation, local ordinance, building code, or other legal obligations.

5. Eligible Project Costs

All incentives are capped at a percentage of project costs. Project costs can only include the monetary cost required to install the EV charging infrastructure included within the project scope. Peninsula Clean Energy requires itemized invoices fully documenting the project costs prior to issuing the incentive payment. The following costs are considered eligible project costs when determining the incentive cap:

- Utility service upgrades, net of any utility service allowance
- Design & engineering services
- EV charging infrastructure hardware (EV charging stations and outlets)
- Networking or subscription costs, as applicable
- Service, warranty, and O&M agreements associated with EV charging infrastructure, as applicable
- Costs associated with extended Wi-Fi or cell connectivity for EV charging infrastructure, as applicable
- Installation costs
 - Materials (conduit, panels, wire, etc.)
 - Labor
 - Civil (trenching, backfill, curb cutting, etc.)
- Project signage
- Required ADA upgrades due to charging project
- Load management, power sharing equipment, charge controller, energy management systems, etc. associated with the EV charging infrastructure, as applicable
- Permit fees
- Adder Hardware
 - Networked L1 charging management systems; for example, networked energy monitors, energy controllers, or outlets added to the project to create a networked L1 charging station

6. Funds Reservation Period

The Funds Reservation Period begins when Peninsula Clean Energy approves an incentives application. All project applications approved for an incentive rebate must submit a preliminary site plan within 60 days from the beginning of the Funds Reservation Period that outlines the total number and type of EV charging infrastructure to be installed and approximate location within the property. For project applications through a Designated Applicant, the applicant must show evidence that the preliminary site plan has been approved by the property owner or site host. **Applicants that do not provide a preliminary site plan within 60 days of the Funds Reservation period will be cancelled at Peninsula Clean Energy's discretion.** Projects receiving technical assistance from Peninsula Clean Energy do not need to provide a preliminary site plan.

All project applications approved for an incentive rebate must also be completed and submit an Installation Verification Form to Peninsula Clean Energy within the timeline outlined below. Peninsula Clean Energy reserves the right to extend the Funds Reservation Period or progress milestones at its discretion.

Property Category	Property Type	Unit Type	Funds Reservation Period
Existing	Multi-Unit Dwelling	L1 outlet	270 days
		L2 charging station port	
	Affordable Housing Multi-Unit Dwelling	L1 outlet	365 days (12 months)
		L2 charging station port	
	Employee Parking & All Publicly Accessible Non-Residential Locations	L1 outlet	270 days
		L2 charging station port	
	Any	Make Ready circuit	
New	Market Rate Multi-Unit Dwelling	L1 outlet	Reservation period: 2 years Required progress milestones to maintain the reservation: - Design drawing showing scope of EV charging by 6 months, and - Copy of approved building permit by 12 months
		L2 charging station port	
	Affordable Housing Multi-Unit Dwelling	L1 outlet	Reservation Period: 3 years Required progress milestones to maintain reservation: Submit confirmation of "Notice to Proceed" documentation
		L2 charging station port	
	Public Agency	L1 Outlet	365 days (12 months)
		L2 EVSE Port	

7. Required Installation Verification Documents

To receive rebate reimbursement, applicants must complete the online Installation Verification Form, which will be sent via email after the funds have been reserved. Incomplete applications may delay payment.

1. Purchase invoice for equipment. Invoice must be marked as paid.
2. Purchase invoice for all installation costs. Invoice must be marked as paid.
 - i. If the project required a panel upgrade, the invoice must explicitly list this cost in a separate line item and only include those hardware or installation costs associated with the panel, if possible. Otherwise, before and after photos of the panel upgrade are required.
3. Design invoice for engineering and design costs.
4. Copy of permits from local agency and (if applicable) utility permits/service orders
5. Pictures of the following:
 - i. At least 2 photos of installed and operational EV Charging ports, which also clearly displays PCEA labeling (to be provided by PCEA to the site)
 - ii. Photos of equipment serial numbers
 - iii. If the project required a panel upgrade, please provide a picture of the new panel displaying all the circuits and a picture of the pre-existing panel.
6. Invoice for networking or subscription fees, if applicable. Invoice must be marked as paid.
7. Invoice for operation and maintenance contract, if applicable. Invoice must be marked as paid.
8. Authority Having Jurisdiction on electrical inspections Inspection Card, including inspector sign-off.

PCE reserves the right to request additional documentation as needed for demonstration of compliance with program requirements and audit Customer documents and attestations at its sole discretion.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 10, 2025
MEETING DATE: July 24, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Melanie Jasper, Associate Programs Manager

SUBJECT: Approval of a Contract Amendment in the Amount of \$400,000 with CLEAResult to Provide Technical Assistance Services in the EV Ready Program Through June 30, 2027

RECOMMENDATION

Approval of a contract amendment with CLEAResult, increasing the contract total by \$400,000, for a revised contract total of \$2,924,500, and increasing the term by six months through June 30, 2027, to provide continuity of technical assistance services in the EV Ready program.

BACKGROUND

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

Since the program launch, PCE, through its contract with CLEAResult, has offered free technical assistance to customers planning to install EV charging. This technical assistance provides customers with education on various EV charging options, including "right-sized" and lower-cost opportunities, project planning guidance, electrical load studies, various site design options with project cost estimates, contractor referrals (if requested), and access to negotiated pricing on EV charging equipment.

The technical assistance offering has proved to be a vital component of the EV Ready program by enabling customers to increase the scope of their projects. Customers receiving technical assistance in the EV Ready program have on average, doubled the number of EV chargers from what they initially requested. Multi-family properties have been a particular focus of the program, and these customers have seen an average increase of 2.5X the initially requested number of ports on average. Empowering multifamily property managers to so significantly expand the scope of their EV charging projects is a priority for ensuring equitable access as residents of these properties have historically adopted EVs at lower rates than residents of single-family homes, due to a lack of home charging options.

The success of the EV Ready program is having a major positive impact in the community, adding much needed EV charging at multi-family properties. As of July 2025, nearly 2,000 chargers have been installed, including over 1,300 chargers installed across 87 multi-family properties. These chargers are often quickly utilized by residents who have since purchased EVs. Multiple sites that have installed chargers within the past 2 years, and have shared data with Peninsula Clean Energy, exceed 50% utilization among residents.

In addition, the EV Ready program is breaking records for EV charging achieved at multi-family properties. Recent examples including 92 smart outlets installed at the Woodland Creek Condominiums in East Palo Alto, which was celebrated by a ribbon cutting event that included Directors Romero and Gauthier, and received local KPIX CBS coverage. Several upcoming projects are even larger, including a rental apartment property in South San Francisco that will be the largest multi-family retrofit EV charging project in the state with over 200 chargers installed.

The EV Ready program is also now proving as a statewide model for other program, by demonstrating how to achieve widespread access to EV charging by multi-family residents through substantially reduced project costs, enabling properties to add more charging. The average cost of a Level 1 smart outlet in the EV Ready program is about \$2,700 each, compared to over \$13,000 per Level 2 EV charging station in the statewide CALeVIP program. This has proven so successful that the CALeVIP program has recently announced that it's latest funding round (appx. \$100M in CEC funds for multi-family properties across the state) will now include Level 1 charging, following the Peninsula Clean Energy approach.

The contract with CLEAResult to provide these technical assistance services was originally approved by the Board of Directors in August 2019 and its current term is from December 2019 through December 2026. Because the contract with CLEAResult is approaching six years in duration, Peninsula Clean Energy has released a public RFP to seek new proposals with bids due to in mid-August. A short-term extension is now before the Board for approval in order to provide continuity of services in the EV Ready program while Peninsula Clean Energy undergoes a public solicitation and possible onboarding of a new contractor.

DISCUSSION

Peninsula Clean Energy executed a three-year contract with CLEAResult in November 2019 with a total contract value of \$2 million. The contract was since amended twice, mostly recently in October 2023, extending the term through December 31, 2026 and increasing the value to approximately \$2.5M.

The contract contains three components: Program Administration & Marketing, Charging Evaluations, and a performance Port Bonus when EV chargers are installed. Charging Evaluations are the deliverable that a technical-assistance customer receives and includes charging installation options for their consideration and selection. The Port Bonus is a performance payment that applies for chargers installed through technical assistance.

The amendment currently presented to the Board for approval will provide continuity of operations as Peninsula Clean Energy publicly rebids this opportunity and possibly onboards a new contractor. The amendment includes \$400,000 in added value to the contract, augmenting the Programs Management and Marketing by \$50,000 and the Port Bonus by \$350,000, as summarized in the table below.

The amendment also extends the contract for an additional six months, through June 30, 2027. This extension will allow for continued Technical Assistance services through June 30, 2026 and Port Bonus payments until the end of the contract through June 30, 2027. This structure allows for CLEAResult to provide ongoing Technical Assistance services to current and new customers through June 30, 2026, as a possible new contractor is being onboarded, and receive trailing Port Bonus payments on projects that may complete installation after the termination of Technical Assistance services on June 30, 2026, but before the contract ends on June 30, 2027.

Table 1: Proposed CLEAResult Contract Payment Structure Revision

Category	Amount	Share	Applicable Rate
Program Management and Marketing	\$950,000	32%	
Charging Evaluations	\$1,024,500	35%	\$1,950 per charging evaluation
Port Bonus	\$950,000	32%	\$480 per charging port
Total	\$2,924,500		

FISCAL IMPACT

Funding for this project has been included in the Board-approved FY 2025 - 26 budget.

STRATEGIC PLAN

Goal 3 – Community Energy Programs:

- Objective A: Develop market momentum for electric transportation
 - Key Tactic 1: Drive personal electrified transportation to majority adoption
- Objective B: Deliver tangible benefits throughout our diverse communities
 - Key Tactic: Expand charging access and equity to low income communities

ATTACHMENTS:

[Clearesult Amendment 3 - Contract Extension 2025 \(1\).docx](#)

RESOLUTION NO. _____

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

APPROVAL OF A CONTRACT AMENDMENT IN THE AMOUNT OF \$400,000 WITH CLEAResult TO PROVIDE TECHNICAL ASSISTANCE SERVICES IN THE EV READY PROGRAM THROUGH JUNE 30, 2027

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

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

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

WHEREAS, in December 2018, the Peninsula Clean Energy Board of Directors approved \$16 million in initial funds for an EV charging infrastructure program, which came to be called the "EV Ready" program; and

WHEREAS, technical assistance supports electric vehicle charging infrastructure deployment by providing education and technical project support to decrease barriers to install charging; and

WHEREAS, in August 2019, the Peninsula Clean Energy Board of Directors approved a \$2 million contract with a Technical Assistance Contractor; and

WHEREAS, CLEAResult was selected as the Technical Assistance Contractor in 2019 as the result of a competitively issued solicitation; and

WHEREAS, CLEAResult has provided satisfactory performance and Peninsula Clean Energy would like CLEAResult to continue to provide technical assistance services; and

WHEREAS, the Board wishes to delegate to the Chief Executive Officer authority to execute the amended agreement with CLEAResult to support customers seeking to install electric vehicle chargers with technical assistance.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to finalize and execute the amendment with CLEAResult to increase the contract by \$400,000 for a total of up to \$2,924,500 and extend the agreement through June 31, 2027 in a form approved by the General Counsel.

**AMENDMENT NO. 3 TO AGREEMENT BETWEEN PENINSULA CLEAN ENERGY AUTHORITY AND
CLEARRESULT CONSULTING INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 24th day of July, 2025 by and
between PENINSULA CLEAN ENERGY AUTHORITY, a California joint powers authority,
hereinafter called "PCE," and CLEARResult Consulting Inc. hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on November 20, 2019 for the purpose of implementing the Electrical Vehicle Charging Infrastructure Technical Assistance Consultant Program ("Agreement"); and

WHEREAS, the parties amended the contract on October 29, 2021 to modify the port bonus structure; and

WHEREAS, the parties amended the contract on September 29, 2023 to extend the contract termination date from December 31, 2023, to December 21, 2026, increase the total contract value by \$524,500 to an updated total of \$2,524,000, and modify payment structures; and

WHEREAS, the parties wish to extend the contract termination date from December 31, 2026 to June 30, 2027 and further amend the Agreement as described below.

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

1. This Amendment No. 3 shall take effect upon the date of execution by both parties.
2. The text of Section 3 "Payments" shall be replaced in its entirety with:

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 A. PCEA reserves the right to withhold payment if PCEA determines that the quantity or quality of the work performed is unacceptable, provided PCEA notifies Contractor of the specific issues with the work performed before payment is due. In no event shall PCEA's total fiscal obligation under this Agreement exceed two million, five hundred and twenty-four thousand and five hundred dollars (\$2,924,500). In the event that the PCEA makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the PCEA at the time of contract termination or expiration.

3. The text of Section 4 "Term" shall be replaced in its entirety with:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2019, through June 30, 2027.

4. The text of “PCE EV Charging Infrastructure Technical Assistance Consultant SOW: Contract Payment Structure and Schedule” shall be replaced in its entirety with:

6 Contract Payment Structure and Schedule

1. Payment Structure

Payment to Contractor will be based on Time & Materials, Performance payments, and Bonus payments, as outlined below.

The payment structure described herein reflects payments amounts from initial contract execution until the execution of amendment 2 and revised payments amounts from the execution of amendment 2 through the end of the revised contract term.

Payment structure from initial contract execution until execution of amendment 2

Payment Structure

Category	Amount	Share	Applicable Rate
Time & Materials		31%	
Program Management	\$555,000		
Marketing	\$80,000		
Performance	\$1,150,00	58%	\$2875/ site assessment
Bonus	\$215,000	11%	\$215/ port for all ports installed after 2500 ports
Total	\$2,000,000		

Time and Materials Schedule

Role	Hourly Rate
Program Director	\$206
Operations Manager	\$120
Sr. Consultant	\$139
Sr. Electrical Engineer	\$160
Account Manager	\$95
Marketing Manager	\$112
Creative Director	\$165
Graphic Designer	\$80
Copy Editor	\$84

Web Developer	\$131
IT Developer	\$152

Payment structure from execution of amendment 3 through revised contract term

Payment Structure

Category	Amount	Share	Applicable Rate
Program Management & Marketing (Time & Materials)	\$950,000	36%	
Performance	\$1,024,500	41%	Up to 180@ \$2875/ Charging Evaluation, 181 to 440 @ \$1950/ Charging Evaluation
Bonus	\$9500,000	24%	\$480/ port for all ports installed after 250 TA ports (see Section 2.c. below)
Total	\$2,924,500		

Time and Materials Schedule

Role	Hourly Rate
Program Director	\$240
Operations Manager	\$143
Sr. Consultant	\$162
Sr. Electrical Engineer	\$187
Account Manager	\$112
Sr. Energy Auditor	\$96
Energy Engineer 5	\$187
Energy Engineer 2	\$135
Marketing Manager	\$126
Creative Director	\$201
Graphic Designer	\$99
Copy Editor	\$102
Web Developer	\$161
IT Developer	\$188

There will be an annual price escalation to the lesser of the two: 12-month employment cost index as reported by the Bureau of Labor Statistics or 7 percent. Annual price escalation is to not be less than 3 percent.

Additional roles and rates may be added to the table with written permission of PCE.

2. Payment Schedule

Payment to consultant shall be scheduled as follows:

- a. Program Management and Marketing
 - i. Fees shall be billed on a time and materials according to the above Time and Materials Schedule, to be invoiced no more than monthly on a net 30 schedule.
 - ii. Total billings may not exceed the above budgeted amounts.
- b. Performance
 - i. Site assessment (e.g. "Power Parking Assessment" or "Charging Evaluation") fees may be invoiced with the monthly invoices identified in the Payment Structure table above. Site assessments must have delivered to PCE the tasks outlined in Section 2.6 "Power Parking Assessment."
 - ii. The first 180 Charging Evaluations completed prior to amendment 2 shall be invoiced by Contractor at \$2,875 each. Charging Evaluations 181 through 440 shall be invoiced by Contractor at \$1,950 each.
 - iii. Total billings may not exceed the above budgeted amounts.
- c. Bonus
 - i. Bonus fees may be invoiced with the monthly invoices identified in the Payment Structure table above.
 - ii. Ports counted for the Bonus only include ports that have been installed from a customer that has received a Charging Evaluation from Contractor. The first 250 Bonus ports shall be provided at no cost to PCEA. Ports installed after the first 250 ports shall be invoiced by Contractor at \$480 each.
 - iii. Make Ready Circuits installed per mutually determined design guidelines shall be counted as one half (.5) ports for the purpose of calculating the installation goal.
 - iv. Total billings may not exceed the above budgeted amounts.
- d. Services Schedule

- i. Program Management & Marketing and Performance tasks and payments will occur through March 31, 2026.
- ii. Bonus payments will occur through the entire revised contract term, to allow for Bonus port payments to occur when customers install ports within the year following the termination of Program Management & Marketing and Performance tasks.

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

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

PENINSULA CLEAN ENERGY AUTHORITY

By:

Chief Executive Officer, Peninsula Clean Energy Authority

Date:

CLEAResult Consulting Inc.

Contractor's Signature

Date:



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 18, 2025
MEETING DATE: July 24, 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 June 26, 2025 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the June 26, 2025 Board of Directors Meeting

ATTACHMENTS:

[06-26-2025 BOD Draft Minutes.pdf](#)

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

Thursday, June 26, 2025
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 6:32 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby, in the Los Banos City Hall Conference Room A, the Oak Bay Beach Hotel, Room 233, and 17907 Holli Blue Rd, Michigamme Township, MI 49861.

ROLL CALL

Participating:

Lisa Gauthier, San Mateo County
Jackie Speier, San Mateo County, participating from Michigan
Rick DeGolia, Atherton
Tom McCune, Belmont
Donna Colson, Burlingame, *Chair*
Roderick Daus-Magbual, Daly City
Carlos Romero, East Palo Alto
Stacy Jimenez, Foster City
Patrick Jonsson, Half Moon Bay
Leslie Ragsdale, Hillsborough, participating from Oak Bay Beach Hotel
Michael Amabile, Los Banos, participating from Los Banos
Betsy Nash, Menlo Park
Anders Fung, Millbrae, arrived at 6:40 p.m.
Christine Boles, Pacifica
Craig Taylor, Portola Valley
Elmer Martinez Saballos, Redwood City, arrived at 6:36 p.m.
Marty Medina, San Bruno, *Vice Chair*
John Dugan, San Carlos
Adam Loraine, San Mateo
Hassan Aburish, Woodside

Absent:

Coleen Mackin, Brisbane
Ken Gonzalez, Colma
James Coleman, South San Francisco

A quorum was established.

Written comment from John McKenna as read by Nelly Wogberg, Board Clerk.

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA

Public Comment: None

MOTION: Director Magbual moved, seconded by Director Jimenez to set the Agenda, and approve Agenda Item Numbers 1-4.

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

MOTION PASSED: 19-0 (Absent: Brisbane, Colma, Millbrae, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Speier	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		19			4

REGULAR AGENDA

5. [Chair Report](#)

Chair Colson gave a report including a note that CEO Shawn Marshall is absent as she is receiving a Women of Influence award from Silicon Valley Business Journal and introduced Supervisor Gauthier who presented Shawn with a Resolution from the County of San Mateo.

6. [CEO Report](#)

Shalini Swaroop, Chief Operating Officer, gave an update on the Wright Battery Energy Storage System, an update on the Self Generation Incentive Program, GovPV Solar installations have gone live in Atherton, Colma, and Millbrae, an update on the Joint Rate Mailer, and an update on the Voice of Customer program. Marc Hershman, Director of Government Affairs, gave an update on June legislation.

7. [Community Advisory Committee Report](#)

Jason Mendelson, Community Advisory Committee (CAC) Chair, gave a recap of the June 12, 2025 CAC meeting.

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

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

The public hearing opened and closed at 7:11 p.m. with no comment.

9. [Approval of the Fiscal Year 2025-2026 Budget \(Action\)](#)

Nick Bijur, Chief Financial Officer gave a presentation on the Fiscal Year 2025-2026 budget.

Public Comment: None

MOTION: Director DeGolia moved, seconded by Vice Chair Medina to Approve proposed Fiscal Year 2025-2026 budget (July 1, 2025, through June 30, 2026).

MOTION PASSED: 20-0 (Absent: Brisbane, Colma, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Speier	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		20			3

10. [Discussion of Rate Stabilization Fund and 5-Year Forecast \(Discussion\)](#)

Nick Bijur, Chief Financial Officer gave a presentation on the rate stabilization fund and 5-year forecast.

Public Comment: None

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 \(Action\)](#)

Chair Colson introduced the second amendment to the agreement with Shawn Marshall.

Jennifer Stalzer, General Counsel of Peninsula Clean Energy added information in the change in the contract with a change in bonus structure.

Public Comment: None

MOTION: Director Gauthier moved, seconded by Director Taylor to approve 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.

MOTION PASSED: 20-0 (Absent: Brisbane, Colma, South San Francisco)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director Speier	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	20			3

12. [Board Members' Reports](#)

Director Loraine noted that the city of San Mateo has come out with an opposition statement for AB 306 and that he attended the 2025 California Building Code event in Mountain View and noted a great presentation.

ADJOURNMENT

Meeting was adjourned at 8:22 p.m.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 18, 2025
MEETING DATE: July 24, 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: Self Generation Incentive Program (SGIP) update, some recent Programs wins and challenges, CA Legislative Report, update on Diablo Canyon visit, and other upcoming events of interest.

RFPs for Residential Solar, Battery and Related Financing

In the coming weeks, PCE will release a pair of RFPs for related services. The first is a solicitation for a third-party finance partner to support residential solar, battery and HVAC installs. Access to finance for large home upgrade projects such as HVAC or solar is often complex and can be expensive, including high fees and rates. PCE is seeking a financial services partner that can provide a streamlined customer experience with lower fees and preferred rates as part of a joint marketing effort, providing a financing option for customers undertaking home upgrades, including solar and storage systems. A second RFP under development is for solar and storage developer(s), which would provide a turnkey install/financing option for customers as part of PCE's "one-stop shop" model of services.

Bay Area Air District Rules

PCE continues to monitor developments related to the Air District's "no NOx" rules and is working closely with peer CCAs to coordinate on related analysis and programs. The Air District is working on potential refinements to their rules which are expected later this year or early next. Bay Area CCAs have been collaborating closely, exploring partnerships for incentives, financing, contractor engagement and local permitting.

PCE In the Community

7/25	Family Resource Day, Daly City
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8/2	Binational & Assemblywoman Soria: Back to School Backpack Giveaway, Los Banos
8/9	Summer Youth Climate Summit, San Mateo County
8/16	On the Avenue Festival - Day 1, Burlingame
8/17	On the Avenue Festival - Day 2, Burlingame
8/23	Waves & Watts, Half Moon Bay
8/23	Cultura Fest, South San Francisco

PCE Staffing Update

Welcome to...

- Stephen Campbell, Senior Analyst, Innovation Strategy, starting August 19
- Paige Garcia, Programs Manager, starting December 9

Now Hiring:

[Data Engineer, Data and Technology](#)



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 10, 2025

MEETING DATE: July 24, 2025

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Mike Mielke, Policy and Government Affairs

SUBJECT: Discussion of HB-1 Reconciliation Bill and Trump Administration Executive Order 14315: Impacts on PCE Procurement and Programs (Discussion)

BACKGROUND

H.R. 1, also known as the One Big Beautiful Bill Act passed the U.S. House with a 218-214 vote and was then signed by President Trump on July 4, 2025. This memo provides a high-level summary of the legislation. The \$4 trillion bill, taken together with the Executive Order (E.O.) 14315 President Trump signed on July 7, 2025, titled “Ending Market Distorting Subsidies for Unreliable, Foreign Controlled Energy Sources”, will have far-ranging impacts across the U.S. economy, affecting every aspect of the national effort to address climate change and environmental justice.

DISCUSSION

Overview

The core of H.R. 1 is a permanent extension of the 2017 Tax and Jobs Act, which is an effective \$4.5 trillion reduction in federal revenues that was partially offset by \$1.2 billion in spending reductions—including ending many clean energy tax credits—required to meet Congressional budget reconciliation rules. The 887-page legislation rolls back the landmark investment in clean energy, jobs, and communities that a Democratic-led Congress made only three years ago with the passage of the Inflation Reduction Act (IRA). The HR 1 legislation states that clean energy projects must begin construction by mid-2026 or be placed in service by the end of 2027 in order to qualify for tax credits. This is a rapid phaseout compared to the previous law that had a phaseout scheduled to begin in 2032. The E.O., which reiterates measures included in the recently passed budget reconciliation bill, directs the Treasury department, within the next 45 days to: issue new guidance on "beginning construction" standards to "prevent artificial acceleration/manipulation of eligibility", and to restrict the "use of broad safe harbors unless a substantial portion of the facility has been built", and take actions to implement FEOC restrictions. It also directs the Interior Department, within the next 45 days to review and revise any policies that favor renewables over other energy sources.

In summary, the bill halts incentives for purchasing electric vehicles and efficient appliances. It accelerates phase out of tax credits for wind and solar energy. It opens federal land and water

for oil and gas drilling, while creating new federal support for coal. It also ends the historic investment in poor and minority communities that bear a disproportionate burden from energy-related pollution. And finally, it wipes out any spending meant to help green the federal government.

Specifically, H.R. 1's significant changes to, and reductions in, clean energy tax credits for utility scale and commercial distributed generation (DG), as well as for residential clean energy projects, will impact procurement portfolios and local resource development. In particular, the near-term changes to the availability of tax credits for wind and solar projects will have pricing implications for future power purchase agreements (PPAs). The new foreign entity of concern (FEOC) restrictions on all clean energy technologies seeking tax credit eligibility will also pose a new barrier. The end of customer-level tax credits—for rooftop solar and residential storage, for example—could impact the pace and scale of customer adoption of clean energy technologies. The new law also reduces the availability of previously appropriated funding for certain clean energy and climate related efforts.

High-Level Impact Summary

H.R. 1 includes significant changes to the IRA clean energy tax credits, including many early phaseouts and new restrictions. Below are some highlights¹:

- Clean electricity: The final bill provides a carveout from the new 2027 “placed in service” deadline for the §45Y and §48E clean electricity credits, allowing wind and solar projects that begin construction less than one year after the bill's enactment to receive the credit, but still requiring other solar and wind projects to be placed in service by the end of 2027. For all other types of projects — such as hydropower, nuclear, geothermal, and energy storage — the credit starts decreasing in 2034 until zeroing out in 2036. The new “material assistance” FEOC restrictions will apply to facilities that commence construction after 2025.
- Advanced manufacturing: The Sec. 45X advanced manufacturing credit phases out for critical minerals production by 2034, and it is phased out even earlier — after 2027 — for wind components.
- Clean hydrogen: The Sec. 45V clean hydrogen credit will be phased out after 2027, though this is an improvement upon previous versions of the legislation where the credit was slated to be terminated in short order.
- Terminations for EVs and refueling credits: Many other tax credits, including the 30D clean vehicles and 30C alternative refueling property credits, are being terminated early.
- Extensions or other changes: The Sec. 45Z clean fuel credit is extended through 2029 and the Sec. 45U nuclear credit and Sec. 45Q carbon oxide sequestration credits expiration dates were left unchanged, though new restrictions related to FEOCs, foreign resources, and other changes were enacted.
- Transferability: Transferability (i.e., the ability of a clean energy project developer to sell their tax credit to a third party, often in exchange for cash) was largely preserved in the final text, though taxpayers are now prohibited from transferring credits to certain foreign entities.
- FEOC restrictions: The bill contains several new FEOC² restrictions on Sec. 45Y/48E — both at the ownership and the component level — and on Sec. 45X that prevent taxpayers from claiming these credits according to the conditions and timelines noted in the table below. In addition, projects commencing construction after December 31, 2025, are ineligible for certain tax credits if they receive “material assistance” from a FEOC.

This broadly applies to components, subcomponents, and critical minerals sourced, processed, or manufactured by a FEOC¹, as follows:

Credit	Taxpayer is a “specified foreign entity”	Taxpayer is a “foreign-influenced entity”	Taxpayer receives “material assistance from a prohibited foreign entity”	Taxpayer holds a licensing agreement with a prohibited foreign entity
Sec. 45Y/48E	2026 , taxable years after enactment	2026 , taxable years after enactment	Facilities that start construction after 2026	Applies to arrangements entered into or modified after enactment
Sec. 45X	2026 , taxable years after enactment	2026 , taxable years after enactment	2026 , taxable years after enactment	Applies to arrangements entered into or modified after enactment

For additional detail regarding HR 1 impacts to the ITC and PTC, please see the attached memo dated Jul 3, 2025 from PCE's Washington DC Lobbyist, Thorn Run Partners. There is also a background document included that has more details on the various impacts to the ITC and PTC tax credits.

Jim Davenport from Thorn Run Partners, will join the Board meeting by zoom to provide a DC update and answer any questions that Directors may have. In addition, select PCE staff will provide an assessment of the direct and indirect/downstream impacts of HR 1 and Trump's recent Executive Order on Peninsula Clean Energy with particular focus on power procurement and energy programs impacts.

1 Taken from Thorn Run Partners Memo of July 3, 2025

2 North Korea, or Russia, or those significantly influenced by them through ownership, debt holdings, or control over a project or technology licensing. Specific battery manufacturers like CATL and Gotion are also identified as FEOCs.

ATTACHMENTS:

[TRP Memo IRA Tax Credits OBBBA Changes 7.3.25 FINAL.pdf](#)
[July_11_2025_ITC_and_PTC_Backgrounder_Document.pdf](#)

CHANGES TO IRA TAX CREDITS IN THE ONE BIG BEAUTIFUL BILL ACT

INTRODUCTION

On July 3, the House passed the One Big Beautiful Bill Act ([H.R.1](#)), sending the reconciliation package to President Trump's desk to be signed into law. Ultimately, the bill either terminates or phases out several of the Inflation Reduction Act (IRA) clean energy tax credits and enacts new restrictions related to foreign entities of concern (FEOC). Some highlights:

- **Transferability** — Transferability was largely preserved in the final text, though taxpayers are now prohibited from transferring credits to certain foreign entities.
- **Clean electricity** — The final bill provides a carveout from the new 2027 “placed in service” deadline for the 45Y and 48E clean electricity credits, allowing wind and solar projects that begin construction less than one year after the bill's enactment to receive the credit, but still requiring other solar and wind projects to be placed in service by the end of 2027. For all other types of projects — such as hydropower, nuclear, geothermal, and energy storage — the credit starts decreasing in 2034 until zeroing out in 2036. The new “material assistance” FEOC restrictions will apply to facilities that commence construction after 2025.
- **Advanced manufacturing** — The 45X advanced manufacturing credit phases out for critical minerals production by 2034, and it is phased out even earlier — after 2027 — for wind components.
- **Clean hydrogen** — The 45V clean hydrogen credit will be phased out after 2027, though this is an improvement upon previous versions of the legislation where the credit was slated to be terminated in short order.
- **Extensions or other changes** — The 45Z clean fuel credit is extended through 2029 and the 45U nuclear credit and 45Q carbon oxide sequestration credits expiration dates were left unchanged, though new restrictions related to FEOCs, foreign resources, and other changes were enacted.
- **Terminations** — Many other tax credits, including the 30D clean vehicles and 30C alternative refueling property credits, are being terminated early.

The Trump administration will now look to implement the various provisions of the One Big Beautiful Bill Act, and the Treasury Department and Internal Revenue Service (IRS) will begin pushing out guidance that outlines new rules for the IRA tax credits in the coming weeks and months. Notably, during a news interview earlier today, Rep. Ralph Norman (R-SC) said that the president has promised to aggressively enforce the phaseout of the 45Y and 48E credits for wind and solar as he sought to convince conservative Freedom Caucus holdouts to vote for the package. Additionally, House Republicans are already teasing the idea of a second reconciliation bill to advance President Trump’s agenda, with some lawmakers calling for further cuts to the IRA. However, with midterm elections right around the corner, it is unclear whether a second package can come together before members turn their attentions to campaigning season.

This memorandum describes the tax credits under current law and outlines the changes that were made in the reconciliation package.

FOREIGN ENTITIES OF CONCERN

The bill contains several new FEOC restrictions on 45Y/48E — both at the ownership and the component level — and on 45X that prevent taxpayers from claiming these credits according to the conditions and timelines below:

Credit	Taxpayer is a “specified foreign entity”	Taxpayer is a “foreign-influenced entity”	Taxpayer receives “material assistance from a prohibited foreign entity”	Taxpayer holds a licensing agreement with a prohibited foreign entity
45Y/48E	2026 , taxable years after enactment	2026 , taxable years after enactment	Facilities that start construction after 2026	Applies to arrangements entered into or modified after enactment
45X	2026 , taxable years after enactment	2026 , taxable years after enactment	2026 , taxable years after enactment	Applies to arrangements entered into or modified after enactment

- **Prohibited foreign entity (PHE)** includes the following:
 - ↳ **Specified foreign entity (SFE)**
 1. Certain entities designated as threats to national security
 2. Foreign control entities (FCE):

- a. Governments of covered nations
 - b. Citizen or national of a covered nation
 - c. Entity or qualified business incorporated in or organized under the laws of a covered nation
 - d. Entity or qualified business with principle place of business in a covered nation
 - e. Any entity controlled by such entities, with “control” meaning ownership of more than 50 percent of stock, profits, capital, or other interests in a corporation, partnership, or any other entity
3. For all publicly traded companies — except those companies traded on exchanges in covered nations — different FCE rules apply. Publicly traded companies are considered FCEs if “controlled” by one or more SFEs (excluding FCEs), or one or more of the first three types of FCEs which are required to report their beneficial ownership to the Securities and Exchange Commission (SEC) or similar agency.

↳ **Foreign-influenced entity (FIE)**

1. During the taxable year:
 - a. An SFE can appoint a covered officer, such as board member of C-suite executive
 - b. A single SFE owns at least 25 percent
 - c. One or more SFEs own 40 percent
 - d. One SFE holds 15 percent of debt
2. SFE has “effective control,” meaning SFE holds contractual rights that confer specific authority over key aspects of component production or electricity generation at the facility to the SFE
 - ↳ Carveout for “bona fide purchase or sale” wherein a purchaser is not on notice that an SFE retains certain rights

• **Material assistance from a prohibited foreign entity**

- ↳ A material assistance cost ratio in excess of certain threshold amounts set for 45Y and 48E, as well as for 45X.
- **45Y/48E** — The material assistance cost ratio is the percentage of total direct costs to the taxpayers attributable to manufactured products incorporated into the facility or energy storage technology upon completion of construction. that are not from a PFE.
 - **45X** — The material assistance cost ratio is the percentage of total direct material costs paid or incurred by the taxpayer for non-PFE eligible components.

$$\frac{\text{Total Cost}(-)\text{Cost of PFE components}}{\text{Total Cost}} = \text{Cost Ratio}$$

- ↳ A taxpayer does not include in the calculation of the material assistance cost ratio, the cost of manufactured products, eligible components, or constituent element, material, or subcomponent of an eligible component if the taxpayer entered into a binding written contract for those items prior to June 16, 2025, and if:
 - The wind or solar facility is placed in service by January 1, 2028, or for all other technologies the facility is placed in service by January 1, 2030, and the construction of the facility began before August 1, 2025.
 - For eligible components, the constituent element, material, or subcomponent, was used in a product sold before January 1, 2030.
 - ↳ Includes safe-harbor tables for determining total costs attributable to a PFE, which the Department of Energy (DOE) is instructed to provide no later than December 31, 2026. The tables will identify the percentage of total direct material costs of any manufactured product or eligible component which is attributable to a PFE to make the material cost ratio calculation easier.
- **Licensing**
 - ↳ Bars credit for projects where taxpayer has any form of licensing agreement or other IP contract with a PFE entered into after the date of enactment, even if no express contractual right to control, influence, or facility's production exists.

BREAKDOWN

Provision	Current Law	One Big Beautiful Bill Act
45Y Clean Electricity Production Credit	Effective 2025 onward with no fixed end date. ↳ A per-kilowatt-hour tax credit for electricity generated by qualifying zero-emission facilities (technology-neutral replacement for the traditional renewable PTC)	Terminates for wind and solar by 2028; projects that begin construction within 12 months are carved out from the 2027 “placed in service” deadline. Phased out for nuclear, geothermal, battery storage, and hydropower by 2036. ↳ Credit phases out for wind and solar projects by 2028. Provides a carve-out for solar and wind projects that begin construction less than 12 months after enactment but would still require other wind and solar projects to be “placed in service” by the end of 2027. ↳ Does not codify IRS start of construction safe-harbor guidance, which states that projects must be placed in service at least 4 years after start of construction.

		↳ For all other projects, such as hydropower, nuclear, geothermal, and energy storage, keeps 100% of the credit until 2033 before decreasing to 75% in 2034, 50% in 2035, and then zero in 2036. ↳ Denies eligibility of expenditures for wind and solar leasing arrangements upon enactment. ↳ No credit is allowed for a facility that commences construction after 2025 that includes any material assistance from a PFE. No credit allowed after enactment if the taxpayer is a PFE. ↳ Limits existing contract safe harbor for material assistance to facilities the construction of which begins before August 1, 2025. ↳ Preserves transferability.
48E Clean Electricity Investment Credit	Effective 2025 onward with no fixed end date. ↳ An investment tax credit for clean electricity projects and energy storage, providing a percentage of the project's cost as a credit (technology-neutral replacement for the traditional ITC).	Terminates for wind and solar by 2028; projects that begin construction within 12 months are carved out from the 2027 "placed in service" deadline. Phased out for nuclear, geothermal, battery storage, and hydropower by 2026. ↳ Credit phases out for wind and solar projects by 2028. Provides a carve-out for solar and wind projects that begin construction less than 12 months after enactment but would still require other wind and solar projects to be "placed in service" by the end of 2027. ↳ For all other projects, such as hydropower, nuclear, geothermal, and energy storage, keeps 100% of the credit until 2033 before decreasing to 75% in 2034, 50% in 2035, and then zero in 2036. ↳ No credit is allowed for a facility that commences construction after 2025 that includes any material assistance from a PFE. No credit allowed after enactment if the taxpayer is a PFE. ↳ Preserves transferability.
45U Zero-Emission Nuclear Power PTC	Available until 2032. ↳ A production tax credit for electricity generated by existing nuclear power	Preserved until 2032. ↳ Disqualifies facilities owned by FEOCs two years after enactment.

plants (to support continued operation of zero emission nuclear facilities)

↳ Preserves transferability.

45X Advanced Manufacturing Credit

Available until 2032.

- ↳ A tax credit to incentivize domestic manufacturing of certain clean energy components (e.g. solar panels, wind turbine parts, batteries). Credit is claimed per unit of eligible component produced and sold.
- ↳ Scheduled to phase down in the last years: under current law, credit drops to 75% in 2030, 50% in 2031, 25% in 2032, terminating after 2032.

Phased out by 2034.

- ↳ Phases out for producing critical minerals, with 75% in 2031, 50% in 2032, 25% in 2033, and no credit beginning in 2034.
- ↳ Phases out early for wind components after 2027.
- ↳ Establishes a new metallurgical coal production tax credit at 2.5% that can be claimed from 2026 through 2029.
- ↳ Preserves “stackability,” meaning that manufacturers can claim credit for eligible components incorporated into other eligible components. However, starting in 2027, the components must be made at the same factory and at least 65% of the direct material costs “paid or incurred” by the manufacturer must be for inputs mined, produced, or manufactured domestically.
- ↳ Adds requirement that, to qualify as a battery module, an article must be “comprised of all other essential equipment needed for functionality, such as current collector assemblies and voltage sense harnesses, thermal collection assemblies, or other essential energy collection equipment.”
- ↳ Exempts publicly traded companies from many of the FIE rules.
- ↳ Preserves transferability.

45V Clean Hydrogen PTC

Available to projects commencing construction before 2032.

- ↳ A production tax credit for clean hydrogen fuel, up to \$3 per kilogram of hydrogen produced, for the first 10 years of operation of a qualifying facility.

Terminates credit for projects that begin construction after 2027.

- ↳ Only projects that begin construction by December 31, 2027 qualify for the credit, an improvement upon the previous versions of the bill.

45Z Clean Fuel Production Credit

Available through 2027.

- ↳ Tax credit for domestic production of low carbon transportation fuels (such

Extends through 2029.

- ↳ Adds two more years of eligibility.

	as biodiesel, renewable diesel, sustainable aviation fuel), based on the fuel's lifecycle emissions (available starting in 2025) ↳ Applies to eligible fuel produced and sold for use in 2025, 2026, 2027, after which it expires.	↳ Imposes a 20% decrease on the value of the credit for fuel produced from feedstocks produced or grown outside the U.S. after 2025. ↳ Excludes indirect land use changes for the purposes of lifecycle greenhouse gas emissions and provides Treasury authority to establish distinct emission rates for specific manure feedstocks after 2025. Prevents negative emissions rates for fuels after 2025. ↳ Disallows the credit for SFEs after enactment and FIEs two years after enactment. ↳ Preserves transferability.
45Q Carbon Oxide Sequestration Credit	Available to projects commencing construction before 2033. ↳ Provides a credit per metric ton of qualified carbon oxide captured and disposed of or used by a taxpayer.	Establishes parity for different CO2 uses. ↳ Conforms credit values for captured carbon oxide that is disposed of in secure geological storage and that which is utilized first and then sequestered, effective for equipment placed in service after 2022. ↳ Disallows the credit for SFEs after enactment and FIEs two years after enactment.
30D Clean Vehicles Tax Credit	Available through 2032. ↳ Tax credit up to \$7,500 for consumers purchasing a new plug in electric or fuel-cell vehicle. IRA introduced income and price eligibility limits and battery sourcing requirements, but removed the prior manufacturer sales cap.	Terminates after 3 months. ↳ Terminates the credit for vehicles acquired after September 30, 2025.
45W Commercial Clean Vehicles Tax Credit	Available through 2032. ↳ Tax credit for businesses and tax exempt entities to purchase new electric or fuel-cell vehicles. Credit of up to \$7,500 for light duty vehicles or \$40,000 for heavy trucks.	Terminates after 3 months. ↳ Terminates the credit for vehicles acquired after September 30, 2025.
25D Residential Clean Energy Credit	Available through 2034, with a phase down. ↳ Tax credit for homeowners installing residential solar panels, solar water heaters, wind turbines, geothermal heat	Terminates after 2025. ↳ Terminates the credit with respect to expenditures made after December 31, 2025.

	pumps, or battery storage. Currently 30% of the cost. ↳ Credit is 30% for installations through 2032, then drops to 26% in 2033 and 22% in 2034; expires end of 2034.	
25E Used Clean Vehicles Tax Credit	Available through 2032. ↳ Tax credit for buying a used electric vehicle, up to \$4,000 (with income and vehicle price limitations).	Terminates after 3 months. ↳ Terminates the credit for vehicles acquired after September 30, 2025.
30C Alternative Refueling Property Tax Credit	Available through 2032. ↳ Tax credit for installation of electric vehicle charging stations or other alternative fuel refueling property (e.g. hydrogen fueling), generally 30% of the cost up to a cap	Terminates after 12 months. ↳ Terminates the credit with respect to property placed in service after June 30, 2026.
25C Energy Efficiency Home Improvement Credit	Available through 2032. ↳ Tax credit for energy efficient home upgrades (insulation, windows, doors, HVAC, etc.), up to \$1,200 per year (30% of qualified improvement costs, with specific item caps)	Terminates after 180 days. ↳ Terminates the credit with respect to property placed in service after December 31, 2025.
179D Energy Efficient Commercial Buildings Deduction	Effective 2023 onward with no fixed end date. ↳ A tax deduction (not a credit) for energy efficiency enhancements in commercial buildings. Allows qualifying building owners or designers to deduct an amount (up to \$5 per square foot, depending on energy savings and wage requirements) for efficiency improvements.	Terminates after 12 months. ↳ Terminates the deduction with respect to property constructed after the date that is 12 months after enactment.
Transferability	Effective 2023 onward with no fixed end date. ↳ Allows certain business taxpayers to sell or transfer their tax credits to unrelated parties for cash. This IRA	Preserved, FEOC restrictions added. ↳ Maintains transferability for credits being phased out, preserved, or extended. ↳ Prohibits transfers to SFEs.

provision helps monetization of credits
(especially for entities with limited tax
liability).



PENINSULA CLEAN ENERGY BACKGROUNDER

July 11, 2025

Detailed Overview of Impacts to ITC and PTC

I. Investment Tax Credits (ITC)

1. Clean Electricity Investment Credit (Sec. 48E)

- Overview: Under current law, 48E provides a base investment tax credit of 6% for expenditures on zero-emission electricity or standalone energy-storage facilities. If prevailing-wage and apprenticeship requirements (or applicable exceptions) are satisfied, the credit rises to 30%.
- H.R. 1 Changes: H.R. 1 terminates the eligibility of wind and solar projects placed in service after December 31, 2027, for 48E credits, with an exception for wind and solar projects that begin construction *within twelve months of enactment* of the legislation. By contrast, other qualifying facilities, such as nuclear, geothermal, and clean-hydrogen projects, remain on the original statutory timeline, phasing down after 2032 at 100% in 2033, 75% in 2034, 50% in 2035, and 0% in 2036.

H.R. 1 also disallows the credit for residential solar-water-heating or small wind installations leased to third-party customers. Taxpayers who begin construction on qualified facilities after December 31, 2025, are not permitted to receive material assistance from a Prohibited Foreign Entity (PFE). Taxpayers that are considered a PFE are no longer eligible for 48E for tax year beginning after enactment. Finally, H.R. 1 adjusts the domestic content percentages that qualified facilities and energy storage technology must satisfy to qualify for the domestic content bonus as follows:

- 40% (20% for an offshore wind facility) if construction began before June 16, 2025.
- 45% (27.5% for an offshore wind facility) if construction begins on or after June 16, 2025, and before January 1, 2026.
- 50% (35% for an offshore wind facility) if construction begins during the calendar year of 2026.
- 55% if construction begins after December 31, 2026.

Note: These percentages are consistent with the current domestic content requirements under current 45Y.

2. Qualifying Advanced Energy Project Credit (Sec. 48C)

- Overview: Under 48C as previously enacted, taxpayers may claim a 30% investment credit for certified “advanced energy” projects. Congress capped total allocations at \$10 billion, including \$4 billion reserved for projects in low-income or disadvantaged areas, and required applicants to secure Treasury certification within two years and place their project in service within two years thereafter.
- H.R. 1 Changes: OBBBA stipulates that any 48C allocation withdrawn for missing the two-year in-service deadline will be permanently retired from the \$10 billion pool, rather than reissued to another project.

II. Production Tax Credits

1. Clean Electricity Production Credit (Sec. 45Y)

- Overview: 45Y provides a production tax credit of 0.3 ¢ per kWh for electricity generated by zero-emitting facilities for ten years after they are placed in service. Meeting prevailing-wage and apprenticeship rules raises the rate to 1.5 ¢ per kWh.
- H.R. 1 Changes: Wind and solar projects that begin construction more than one year after enactment must be placed in service by December 31, 2027, to claim any 45Y credit. Accordingly, those wind and solar facilities that start construction within the first post-enactment year do not face a placed in-service deadline. Wind and solar projects starting on January 1, 2025, until July 4, 2025, (i.e., the date of enactment) will receive credits at the full rate. Non-wind/solar facilities follow the existing post-2033 phase-out: 100% credit for 2033 starts, 75% for 2034, 50% for 2035, and zero thereafter. The credit no longer applies to residential solar-water-heating or small wind installations leased to third parties. Additionally, new measurement methods for capacity additions grant developers greater flexibility in calculating eligible output. Taxpayers who begin construction on qualified facilities after December 31, 2025, are not permitted to receive material assistance from a PFE (as defined above). Taxpayers that are considered a PFE are no longer eligible for 45Y for tax years beginning after enactment.

2. Advanced Manufacturing Production Credit (Sec. 45X)

- Overview: 45X offers a production tax credit for manufacturing certain eligible components and critical minerals within the United States. Credit amounts differ by component type. Under current law, component credits phase down after 2029 on a five-year schedule (100% for sales before 2030; 75% in 2030; 50% in 2031; 25% in 2032; and 0% thereafter), while credits for critical mineral extraction remain available indefinitely.

- H.R. 1 Changes:
 - *Critical minerals:* The permanent credit for critical minerals (other than metallurgical coal) would instead taper off beginning in 2030 as follows: 100% credit for 2030; 75% for 2031, 50% for 2032, 25% for 2033; and zero in 2034.
 - *Wind Component Sunset:* All wind-related component credits would be eliminated for items produced and sold in 2028 and beyond.
 - *Foreign-Entity Exclusions:* Any component made with material assistance from a prohibited foreign entity after December 31, 2025, is ineligible, and taxpayers classified as specified foreign entities or foreign-influenced entities lose 45X eligibility for tax years beginning after enactment.

3. Clean Hydrogen Production Credit (Sec. 45V)

- Overview: Qualified clean hydrogen produced by the taxpayer is eligible for a per kilogram credit percentage of \$0.60 that ranges from 20% to 100% depending on the lifecycle greenhouse gas emissions rate that occurs in the process. The credit applies to the hydrogen produced during the ten-year period that the facility is placed in service.
- H.R. 1 Changes: Facilities that commence construction after December 31, 2027, would no longer be eligible for any 45V credit. No new FEOC rules would apply to 45V.

4. Zero-Emission Nuclear Power Production Credit (Sec. 45U)

- Overview: Electricity produced by existing nuclear power plants is eligible for a credit equal to 0.3¢ per kWh or, if prevailing wage and apprenticeship requirements or exceptions in constructing, repairing, or altering the facility are met, 1.5¢ per kWh with the credit being reduced as power prices rise above \$25 per MWh.
- H.R. 1 Changes: Beginning in 2028, taxpayers must certify that any nuclear fuel they use was not sourced from “covered nations” or covered entities—unless acquired under a binding contract in force prior to January 1, 2023. In addition, OBBBA bars SFEs from claiming 45U for tax years beginning after enactment and disqualifies FIEs from claiming 45U for tax years beginning two years after enactment.

5. Clean Production Fuel Credit (Sec. 45Z)

- Overview: Certain transportation fuel is eligible for a credit equal to the applicable amount multiplied by an emissions factor. The applicable amount for transportation fuel is \$0.20 per gallon, and the applicable amount for sustainable aviation fuel is \$0.35 per gallon. If prevailing wage and apprenticeship requirements or exceptions are met, the credit is increased by a factor of five (\$1 per gallon for transportation fuel and \$1.75 per gallon for sustainable aviation fuel). The credit applies to fuel sold before 2028.

- **H.R. 1 Changes:** The proposed legislation extends the availability of the 45Z credit through the end of 2029 but introduces a suite of significant eligibility and calculation changes starting in 2026. Most notably, the credit would no longer be available for fuel derived from feedstocks sourced outside of the United States, Mexico, or Canada, narrowing the geographic scope of eligible inputs. Additionally, the credit value for fuels derived from foreign feedstocks would be reduced by 20% beginning in 2026. The enhanced rates for sustainable aviation fuel are eliminated for fuel sold after December 31, 2025. In a move to standardize emissions accounting, the proposal bars the use of negative lifecycle emissions rates for most fuels starting in 2026, except in the case of animal-manure-based fuels. For those

fuels, the Treasury Department is directed to issue specific lifecycle greenhouse gas emissions rates tailored to the type of manure feedstock (e.g., dairy, swine, or poultry). Further, lifecycle emissions calculations would be required to exclude emissions attributable to indirect land use changes, thereby aligning more closely with international sustainability standards. To prevent double-dipping, the credit is reduced by the amount of any excise tax credit under Sec. 6426(k)(1) for fuel sold after 2024, and the Sec. 6426(k)(1) credit itself would sunset on September 30, 2025. OBBBA also directs Treasury to issue guidance clarifying how related-party sales of qualifying fuel should be treated under Sec. 45Z. Finally, the credit would no longer be available to SFEs for tax years beginning after the date of enactment. FIEs would lose eligibility for 45Z in tax years beginning two years after enactment. These changes reinforce broader FEOC compliance themes present throughout the legislation and could significantly affect multinational producers and joint ventures operating in the biofuels space.

6. Clean Vehicle Credits

- **Overview:** Taxpayers may claim a credit for previously owned clean vehicles (Sec. 25E), new clean vehicles (Sec. 30D), and qualified commercial clean vehicles (Sec. 45W).
- **H.R. 1 Changes:** H.R. 1 eliminates these clean-vehicle credits for vehicles acquired after September 30, 2025, and taxpayers may only claim them for purchases completed by that date.

7. Residential Energy Credits

- **Overview:** Taxpayers may claim several credits or a deduction related to residential clean energy expenditures. The currently available tax incentives are the Energy Efficient Home Improvement Credit (Sec. 25C), the Residential Clean Energy Credit (Sec. 25D), the Energy Efficient Commercial Buildings Deduction (Sec. 179D), and the New Energy Efficient Home Credit (Sec. 45L).

- H.R. 1 Changes: The Sec. 25C and Sec. 25D credits terminate for property placed in service or cost paid after December 31, 2025. The Sec. 179D deduction now terminates for property the construction of which begins after June 30, 2026. The Sec. 45L credit terminates for qualified property acquired after June 30, 2026.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 9, 2025

MEETING DATE: July 24, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Shawn Marshall, Chief Executive Officer; Roy Xu, Senior Director of Power Resources; Mehdi Shahriari, Senior Manager of Planning and Analytics

SUBJECT: Approval of a Resolution Delegating Authority to the Chief Executive Officer to Execute Two Power Purchase Agreements for the IP Darden III and IP Darden IV Solar Plus Storage Projects with IP Darden III, LLC and IP Darden IV, LLC with a Delivery Term of Up to Twelve (12) Years and a Commercial Operation Date of June 1, 2028, in a Total Amount Not-to-Exceed \$333 Million (Action)

RECOMMENDATION

Approve Resolution Delegating Authority to the Chief Executive Officer to Execute two Power Purchase Agreements for the IP Darden III and IP Darden IV Solar Plus Storage Projects with IP Darden III, LLC and IP Darden IV, LLC with a Delivery Term of Up to Twelve (12) Years and a Commercial Operation Date of June 1, 2028, in a Total Amount Not-to-Exceed \$333 Million (Action)

BACKGROUND

Peninsula Clean Energy's Board has set a long-term goal to procure 100% of its energy supply from renewable energy sources by 2030 through strategic and cost-effective procurement of resources that maximize 24/7 hourly matching of renewable energy and load. Solar photovoltaics (solar) plus storage is one of the best value resource types to meet this ambitious goal, allowing Peninsula Clean Energy to procure low-cost renewable solar energy, and store the energy in the battery to use it when it is needed most. The IP Darden project would be the fourth solar project paired with energy storage in Peninsula Clean Energy's portfolio.

Given the recently adopted federal legislation that will phase out tax credits for wind and solar projects, the IP Darden project is a rare project that is on track to come online in the near-term and qualify for tax credits. Projects with later CODs will likely no longer qualify for tax credits and will be significantly more expensive to procure. Additionally, the IP Darden project qualifies for two additional "bonus" tax credits of 10% each. The IP Darden project will use domestically-sourced materials, including solar panels, steel, and aluminum, allowing it to qualify for the Domestic Content "bonus" tax credit adder. And, the IP Darden project is being developed in an area that previously had a significant fossil fuel industry, allowing the project

to qualify for the Energy Community "bonus" adder. The IP Darden project was a competitively priced project prior to the passage of the recent federal legislation, and is now one of the best-positioned projects for not only remaining eligible for tax credits but qualifying for the "bonus" tax credits.

Developer Background

Intersect Power is a clean energy company that develops, owns and operates some of the largest clean energy resources in the country. Intersect Power has a base portfolio of 2.2 GW of operating solar and 2.4 GWh of battery storage in operation or construction, including over 700 MW of solar and almost 1.5 GWh of storage within CAISO.

Intersect Power is funded by investments from TPG Rise Climate, Climate Adaptive Infrastructure, and Greenbelt Capital Partners, with plans to raise additional equity to develop large scale renewable projects.

Overview of the Project

Project Names	IP Darden III IP Darden IV
Technology	Solar Photovoltaic Co-located Lithium-Ion Storage
Combined Capacity (Peninsula Clean Energy's Share)	84.56 MW Solar 83.68 MW / 334.72 MWh Storage (4-hour) with the option to increase to: 91.48 MW / 365.92 MWh Storage (4-hour)
Commercial Operation Date	June 1, 2028
Project Owner	IP Darden III, LLC IP Darden IV, LLC
Developer	Intersect Power
Location	Fresno County

The IP Darden solar plus storage project is a new, 1,150 MW solar plus 1,150 MW / 4,600 MWh (4-hour duration) storage project located in Fresno County. The storage portion of the project is currently the largest single storage project under development in the world. Peninsula Clean Energy is contracting for an approximately 7% portion of the larger project under two agreements, or a total of 84.56 MW (85 MW) of solar PV co-located with 83.68 MW / 334.72 MWh (4-hour duration) (84 MW) of lithium-ion storage, and with an option to increase the storage capacity to 91.48 MW / 365.92 MWh (4-hour duration) (91MW) .

Given the large size of the overall IP Darden project, Intersect has structured the project into four separate legal entities: IP Darden I through IV, LLC, each representing a quarter of the project capacity. The four-way structuring allows the project to tailor financing approaches for lenders, and allows for phased construction and interconnection schedules. The four-way structure also facilitates contracting the project with multiple offtakers, including Peninsula Clean Energy. The project has been structured to insulate each offtaker from cross-default exposure to other offtakers. Peninsula Clean Energy recently engaged with Intersect in discussions around the IP Darden project, and IP Darden was able to offer Peninsula Clean Energy portions of the project that remained from IP Darden III, as well as a remaining portion

of IP Darden IV. Because PCE will be contracting for portions that remain in both the IP Darden III and IP Darden IV projects, two separate Power Purchase Agreements are necessary. Both PPAs will contain identical terms and conditions, except for the names of the projects (IP Darden III versus IP Darden IV) and the associated project companies.

Peninsula Clean Energy will contract for its portion of the IP Darden project under two separate but identical Power Purchase Agreements with IP Darden III and IP Darden IV. The contracts will be for a ten (10) year term, with an option for Intersect to extend for an additional two (2) years with no change in price, as long as the seller opts to extend by November 2025. Under the two contracts, Peninsula Clean Energy will pay for the output of the 85 MW solar project at a fixed dollar per MWh rate, and will pay for the 84 MW (or up to 91MW) of storage capacity at a fixed-price dollars per kw-month rate. Both rates will have no escalation for the entire term of the contract, regardless of whether Intersect extends the contract for additional two years. Under the contract, Peninsula Clean Energy is entitled to all products from the facility, including renewable energy, storage capacity (charging and discharging energy), ancillary services, and resource adequacy.

The expected Commercial Operation Date is June 1, 2028. The project currently has Full Capacity Delivery Status from the CAISO, which will allow the project to provide resource adequacy attributes to Peninsula Clean Energy. The project will interconnect to the grid via a new switching station looping into the existing 500 kV Los Banos to Midway #2 transmission line. The project has already started construction under current IRS tax credit rules, and is on track to maintain qualification for start of construction even under anticipated future changes to start of construction rules.

The project will help Peninsula Clean Energy meet its ambitious 2030 goal of 100% renewable energy. The project is not currently needed for the CPUC's Mid-Term Reliability procurement order, but if additional CPUC procurement orders are issued, the IP Darden project is positioned for the best chance of contributing to those potential future procurement orders.

Staff is requesting that the Board authorize the CEO to finalize negotiation of the IP Darden PPAs, consistent with the major terms presented in this memo and at the July 2025 Board Meeting. Staff will provide an informational update during the September 2025 Board Meeting to update the Board on the status of the execution of the agreements.

Workforce Requirements and Community Benefits

Intersect has agreed that the construction of the project will be conducted using a project labor agreement or other similar agreement providing for terms and conditions of employment with applicable labor organizations. The construction phase of the entire Darden project is expected to generate up to 350 jobs per year, with approximately 25 jobs associated with Peninsula Clean Energy's portion. During the post-construction phase there will be up to 40 full-time and part-time jobs per year over the Project's lifetime, including 15 permanent positions. Peninsula Clean Energy's portion of the project will generate about 3 direct and indirect operations jobs, including 1 permanent position.

The project includes a community benefits plan that commits Intersect Power to invest more than \$2 million over the next decade in community-based initiatives and programs in Fresno County, approximately \$140,000 of which would be associated with Peninsula Clean Energy's portion of the project.

Environmental Review

The project will be built on 9,500 acres of land in western Fresno County that is no longer able to support agricultural production. The project is the first project to be permitted under California's Opt-In Certification Program, which allows the California Energy Commission (CEC) to oversee the permitting of clean and renewable energy facilities. The project permitting was approved by the CEC on June 11, 2025, and includes all state and local permits (e.g. CEQA, Incidental Take Permit, Building and Grading Permits). A land use authorization from the US Bureau of Reclamations is expected to be approved in October 2025, and an encroachment permit from CalTrans is expected in March 2026.

Peninsula Clean Energy staff performs an internal environmental review of each potential new project. Staff evaluated the IP Darden project and found that the IP Darden project was not located in a protected area based on the USGS Protected Areas Database.

Battery Safety

Peninsula Clean Energy and Intersect Power place safety of the lithium-ion storage components at the highest priority. The battery will be built in accordance with a lithium-ion battery storage specific safety plan set by the most current safety standards. The plan will be in compliance with the National Fire Protection Agency Standard 855 (NFPA 855). The project safety plan will be approved by the Fresno County Fire Protection District. The batteries will be installed in stationary modular containers specifically designed to house batteries, which is the current industry standard for safety and fire suppression. The battery chemistry will use Lithium Iron Phosphate (LFP) which is the current industry standard for utility-scale lithium batteries and is known for its safety and resistance to thermal runaway.

DISCUSSION

Priority 1 of Peninsula Clean Energy's Strategic Plan is to: Deliver 100% renewable energy on an annual basis by 2030 through strategic and cost-effective procurement of resources that maximize Peninsula Clean Energy's 24/7 hourly matching of renewable energy and load.

Solar plus storage is one of the best value resource types to meet this ambitious goal, allowing Peninsula Clean Energy to procure low-cost renewable solar energy, and store the energy in the battery to use it when it is needed most.

The IP Darden project was a competitive project prior to the passage of the recent federal legislation, and is now one of the best-positioned projects to come online and contribute to Peninsula Clean Energy's clean energy goals, while remaining cost-effective.

FISCAL IMPACT

The fiscal impact of the IP Darden solar plus storage project will not exceed \$333 million over the term of the Agreement commencing on or around June 1, 2028.

STRATEGIC PLAN

The IP Darden solar plus storage project supports the following objectives in Peninsula Clean Energy's strategic plan:

Priority 1: Deliver 100% renewable energy on an annual basis by 2030 through strategic and cost-effective procurement of resources that maximize 24/7 hourly matching of renewable

energy and load.

Power Resources Goal 1: Secure sufficient, low-cost, clean sources of electricity that achieve Peninsula Clean Energy's priorities while ensuring reliability and meeting regulatory mandates.

RESOLUTION NO. _____

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

APPROVAL OF A RESOLUTION DELEGATING AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE TWO POWER PURCHASE AGREEMENTS FOR THE IP DARDEN III AND IP DARDEN IV SOLAR PLUS STORAGE PROJECTS WITH IP DARDEN III, LLC AND IP DARDEN IV, LLC WITH A DELIVERY TERM OF UP TO TWELVE (12) YEARS AND A COMMERCIAL OPERATION DATE OF JUNE 1, 2028, IN A TOTAL AMOUNT NOT-TO-EXCEED \$333 MILLION (ACTION)

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”) was formed on February 29, 2016; and

WHEREAS, Peninsula Clean Energy is purchasing energy, renewable energy, carbon-free energy, and related products and services (the “Products”) to supply its customers; and

WHEREAS, Peninsula Clean Energy has engaged in negotiations for the IP Darden III and IP Darden IV solar plus storage projects, to be located in Fresno County; and

WHEREAS, Peninsula Clean Energy seeks to execute two Power Purchase Agreements (PPAs) to procure 85 MW of solar photovoltaic plus up to 91 MW / 364 MWh (4-hour duration) lithium-ion storage capacity and related products from the IP Darden III and IP Darden IV solar plus storage projects, based on the projects' desirable attributes, pricing, and terms; and

WHEREAS, the Board delegates authority to the Chief Executive Officer to execute two Agreements in a total amount not to exceed \$333 million to purchase renewable solar energy and co-located storage capacity and related products from IP Darden III, LLC and IP Darden IV, LLC; and

WHEREAS, the Board's authorization to the Chief Executive Officer to execute the Agreements is contingent on the agreement of IP Darden III, LLC and IP Darden IV, LLC to terms consistent with those presented to the Board.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to execute two Agreements with IP Darden III, LLC and IP Darden IV, LLC inclusive of terms consistent with those presented, in a form approved by the General Counsel and for a delivery term of up to twelve (12) years, in a total amount not to exceed \$333 million.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: July 17, 2025
MEETING DATE: July 24, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Gwendoly
SUBJECT: Marketing, Outreach Activities, and Media Relations Quarterly Report

BACKGROUND

The Marketing & Community Relations Teams is responsible for enhancing Peninsula Clean Energy's brand reputation, educating and engaging customers, driving participation in programs, and ensuring customer satisfaction and retention. Tactics include community outreach, content creation and storytelling through owned (e.g. online, social media), earned (e.g. public relations), and paid media (advertising), and school engagement programs.

DISCUSSION

The following is a quarterly update of activities taking place from April - June 2025. Please refer to the "Strategic Plan" section below for further information/explanation as to how these activities support Peninsula Clean Energy's strategic plan objectives.

Brand

In Q2, Peninsula Clean Energy (PCE) continued exploring a potential name change as part of a broader effort to strengthen our brand, reduce customer confusion with PG&E, and better align with our mission and long-term vision. This work is being guided by a cross-functional Naming Committee that includes staff, Board members, and leadership. Key milestones this quarter included stakeholder interviews, review of a Creative Framework, and an initial presentation of name options. Planning is also underway for community focus groups to gather public input on potential names. This process reflects our commitment to inclusive engagement and strategic brand development.

We also completed 'Release 2' updates to our PCE-owned website, further enhancing the user experience and ensuring alignment with our updated messaging platform. This included improved navigation, storytelling, and support for key campaigns such as the Home Upgrade Services program.

In June, we launched a new Voice of Customer (VoC) pilot initiative. The goal is to gather more consistent, structured feedback from the community to inform future outreach, program development, and customer experience improvements.

The initial phase focuses on capturing insights gathered by Community Relations at events, workshops, focus groups and other community touchpoints using a mix of surveys, interviews, and in-person

feedback tools. Over time, this work will support a more customer-informed approach across the organization, helping us ensure our offerings are relevant, accessible, and aligned with community needs.

Program Marketing

Marketing teamed with Programs to launch new customer-facing webpages designed to guide residents through the electrification process, with clear pathways and tools to help them take action. These pages reflect Peninsula Clean Energy's commitment to making electrification more accessible and highlight the range of support available.

A targeted campaign for the Emergency Hot Water Heater Replacement service launched on May 30, using paid search, paid and organic social media to reach eligible customers.

Marketing efforts also continued for our E-bikes Rebate program, with outreach focused on increasing participation through flyers, email campaigns, and a refreshed social media toolkit.

To support broader adoption of clean energy technologies, we also promoted additional programs including the Zero Percent Loan Program, appliance rebates, and Used EV rebates through email marketing, paid search, and online advertising.

Events

In Q2, PCE had a strong presence at Earth Day celebrations and spring tabling events throughout the county. These in-person engagements offered valuable opportunities to connect with residents, answer questions, and raise awareness about our clean energy programs.

We also celebrated a major infrastructure milestone with the ribbon-cutting of 92 new EV chargers at the Woodland Creek affordable housing community. The event included an EV showcase, a tour of the chargers led by Pando Electric, and tabling by CRC, Grid Alternatives, and CLEAResult. Staff emceed the event, shared program information, and delivered remarks alongside Board members Carlos Romero and Lisa Gauthier. We also piloted new methods for gathering customer feedback, supported by strong event coordination from our community partners.

Altogether, the Community Relations team participated in 36 community events and presentations during Q2—including workshops, school career days, and neighborhood gatherings—reaching over 3,360 attendees across our service territory.

Outreach Grants

Community Relations continues to deepen partnerships with [community-based organizations](#) to expand awareness of clean energy programs and support equitable participation. Outreach grantees have been actively promoting initiatives such as the E-Bikes Rebate Program, energy bill savings, and electrification benefits across San Mateo County. This year, our 16 grantees have driven 10K visits to our website, helping connect more residents with available resources. Outreach grantees have connected 9,000 customers with information about PCE and have enrolled over 600 customers in an energy discount program.

We expanded our Spanish-language outreach through local media partnerships and hosted multilingual training sessions to strengthen culturally relevant engagement. These efforts are part of our broader commitment to reaching customers in the languages they speak and through trusted messengers.

Grantees also supported community education events this quarter, including an EV showcase in East Palo Alto and a home electrification workshop in Belle Haven. These in-person gatherings provided opportunities for residents to learn more about clean energy technologies and available support

programs.

Schools and Youth Programs

PCE is supporting energy education in various ways, including student engagement, curriculum enrichment, and clean energy career exposure across San Mateo County and Los Banos.

In Q2, we reached over 1,000 students in Los Banos through school partnerships, helping to build awareness of sustainability and energy issues at a young age. In San Mateo County, staff participated in Earth Day events and career panels at high schools and community colleges, offering students a direct connection to clean energy career pathways.

In April, 52 high school students in San Mateo County graduated from the [Youth Climate Ambassadors Program](#). PCE is a partner and funder for this yearlong program, in which high school students throughout San Mateo County build leadership skills while learning about climate solutions. Several students developed and implemented projects related to PCE's mission, including leading clean energy workshops at local libraries and facilitating electric cooking demonstrations at community events.

In partnership with the San Mateo County Office of Education, PCE hosted a hands-on workshop for 20 science teachers in February. Attendees received training on clean energy concepts as well as materials for an interactive wind power experiment. One teacher said, "I really appreciated the opportunity to learn more about San Mateo County's renewable energy sources! I am excited to use the kits and this new information in my physics class."

Across both counties, these efforts help build early interest in clean energy while supporting local education partners and advancing long-term decarbonization goals.

Los Banos Update

The Community Relations team continued to build strong local relationships in Los Banos during Q2 through regular community engagement and ongoing collaboration with city leadership. Public tabling at City Hall provided a consistent presence to share information about clean energy programs, answer resident questions, and build awareness of upcoming initiatives.

Efforts also focused on strengthening partnerships with local schools to support future outreach and education opportunities. These connections lay the groundwork for broader clean energy engagement in the community, particularly around youth-focused and school-based initiatives.

We continued to support local leadership in their role on Peninsula Clean Energy's Board, helping ensure alignment between regional strategy and local priorities. These efforts are part of a long-term commitment to fostering trusted, community-rooted relationships in Los Banos.

News & Media

Media Relations focuses on enhancing Peninsula Clean Energy's reputation and leadership position by garnering earned media attention. Full coverage of Peninsula Clean Energy in the news can be found on our [News & Media](#) webpage. Highlights from the last quarter include:

Woodland Creek Ribbon Cutting

Phillip Kobernick did a [live TV interview](#) with CBS Bay Area and also submitted answers to questions for a [CleanTechnica article](#) regarding the June 28 Woodland Creek EV charger project and ribbon cutting. That article was also spotlighted elsewhere, including in [local Patch.com](#). The coverage followed two advisories for the ribbon cutting that we worked on with Pando Electric and were sent to our curated local, regional and EV media lists via Muck Rack. A KQED reporter also expressed interest in receiving

further updates moving forward regarding our upcoming EV project announcements and ribbon cuttings.

City and Chamber Newsletters

We are getting our messages out to customers and influencers [through updates](#) to member city and area chamber newsletters. That included mentions of our community benefits in at least nine city newsletters; our rate reduction announcement in at least five city newsletters; and promoting our 24/7 emergency water heater replacement service in at least 11 of our member city weekly newsletters, as well as in the Brisbane Chamber of Commerce's monthly Luminary newsletter. The emergency water heater service was also given [stand-alone treatment](#) in Coastside Buzz.

We also included an advisory for our Woodland Creek ribbon cutting in the City of East Palo Alto newsletter and contributed a longer list of updates for the CalCCA summer quarterly newsletter.

We also authored an Earth Month item in the Brisbane Luminary and had items on Environmental Sustainability and Climate Resiliency Day in the San Mateo County chamber of commerce newsletter, and about our community benefits in the Burlingame Chamber newsletter.

Joint Dos Palos Announcement

We led a [joint announcement](#) with Renewable America announcing Dos Palos coming online. Coverage included in [CleanTechnica](#), [PV Magazine](#), [Solar Power World](#), [California Energy Markets](#) and [American Public Power Association](#). We are also continuing to work with Renewable America on participating in a ribbon cutting.

Shawn's Women of Influence Recognition Announcement

We issued a [press release](#) announcing Shawn's recognition by Silicon Valley Business Journal as a 2025 Woman of Influence. The release included quotes by Donna Colson and San Jose Clean Energy Director Lori Mitchell. Coverage included in [Patch.com](#).

Speaking Opportunities

April, May and June brought additional updates and additions to our 2025 event opportunities, including Shawn speaking on a panel at May's California Energy Transition Summit, Peter Levitt speaking at June's Energy Storage Finance & Investment Summit in San Diego and Rafael Reyes speaking on a panel at Smart Grids 2025 in December.

Expanding Thought Leadership Through Earned Media

We connected Blake Herrschaft with Washington Post climate columnist Michael Coren for a recent item on electric heat pump water heaters. Blake [was quoted in the column](#), as was Harvest Thermal. Rafael Reyes was featured in a [San Mateo Daily Journal article](#) about how decreases in federal funding affect local clean energy, electrification and broader climate efforts.

Chaparral Springs Press Release

We included a quote from Shawn in Leeward Energy's [press release](#) announcing the commencing of operations at the Chaparral Springs BESS site. Coverage included in [Solar Builder](#), [Solar Power World](#) and [PV Magazine](#).

These communications support our strategic priorities by raising public awareness, strengthening relationships with media, and reinforcing our leadership in the clean energy space.

Other Media

- [San Mateo prioritizes city building electrification](#), San Mateo Daily Journal
- [Climate work carries on amid federal shifts](#), San Mateo Daily Journal
- [Rebates for residents: What green incentives are available this spring?](#), The Almanac
- [How to go electric as a renter](#), The Almanac
- [Menlo Park is prioritizing sustainability, not just in Earth Month](#), The Almanac

STRATEGIC PLAN

This section describes how the above Marketing and Community Outreach activities and enrollment statistics relate to the overall goal and objectives laid out in the strategic plan. The table indicates which objectives and particular Key Tactics are supported by each of the Items/Projects discussed in this memo. The strategic goal for Marketing and Customer Care is: Develop a strong brand reputation that drives participation in Peninsula Clean Energy's programs and ensures customer satisfaction and retention.

Brand

Objective A, KT3: Tell the story of Peninsula Clean Energy through diverse channels

Objective A, KT5: Identify and address gaps between perception and desired brand identity

Program Marketing

Objective B, KT5: Provide inspirational and informative content that spurs action to reduce emissions

Objective B, KT6: Promote programs and services, community energy programs and premium energy services

Events

Objective A, KT4: Engage community through participation in local events

Outreach Grants

Objective A, KT4: Engage community through participation in local events

Objective B, KT1: Foster relationships with community-based, faith-based, and non-profit organizations programs focused on energy

School and Youth Programs

Objective A, KT4: Engage community through participation in local events

Objective B, KT2: Continue to support schools-based literacy

Los Banos Update

KT4: Engage community through participation in local events

Objective B, KT1: Foster relationships with community-based, faith-based, and non-profit organizations

Objective B, KT3: Enhance relationships with municipal and county staff and elected officials

News & Media

Objective A, KT1: Position leadership as experts on CCAs and the industry

Objective A, KT2: Cultivate relationships with industry media and influencers

Objective A, KT3: Tell the story of Peninsula Clean Energy through diverse channels



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 11, 2025
MEETING DATE: July 24, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Rafael Reyes, Director of Energy Programs
SUBJECT: Community Energy Programs Quarterly Report

BACKGROUND

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

Buildings	
Home Upgrade Rebates (Appliance Rebates)	4,950 measures rebated (+136 M/M); 922 loans issued (+37 M/M)
Home Upgrade Full-Service Installations & Emergency Water Heater	2021-2014 phase (old): 305 homes completed. Closed. 2024- phase (new): 8 homes completed; 48 more registered and in-progress. Emergency Water Heater Installations: 4
Home Upgrade Personalized Support	24 support calls completed 10 have been scheduled for Full-Service assessments
GovBE	5 proposals selected for funding, \$1M in incentives and \$1.6M in loans. 1 project completed.
Reach Codes	5 agencies have adopted new “energy performance” codes post-Ninth Circuit ruling. Planning 2025 cycle in-progress, exploring retrofit codes for existing buildings.
Distributed Resources	

Residential Solar + Storage	244 customers submitted or will be submitted for an SGIP rebate. 148 have already received approval, securing \$3,225,675 in SGIP funds. 37 installations are complete. CPUC issues are still outstanding to resolve. 597 installs under prior general market program. Enrollment is currently closed.
FLEXmarket	13 residential building electrification projects being tracked, 11 commercial energy efficiency projects being tracked
GovPV	Round 1: Full portfolio operational - 12 sites, 1.7MW solar. Round 2: 24 sites, 3.5 MW solar, 3 construction complete Round 3: 12 sites, 6+MW solar, 10+MWh storage.
Green Access (DAC-GT)	First PCE community solar project – and one of the first in the state - is now online. 3MW project. 2,500 low-income customers subscribed and receiving bill discounts.
CPUC Energy Efficiency Application	Application development in progress. Due Feb 2026
Transportation	
EV Charging	Ports to date: 1,944 (+209 in Q1 25). Pipeline: 3,000+
Used EV	919 EVs since 2021. (+~30 M/M)
E-Bikes	Since the program re-opened on May 6, 2025, 161 bikes have been purchased.
GovEV (fleets)	12 agencies enrolled. Multiple projects expected in CY 25.
Other	
Member Agency Energy Grants	Proposals have been received from all 22 member agencies and 17 have been executed with projects underway.

DISCUSSION

Building and EV Reach Codes

Background: In 2018 the Board approved a building “reach code” initiative to support local governments in adopting enhancements to the building code for low-carbon and EV ready buildings. The initiative is a joint project with Silicon Valley Clean Energy (SVCE). The program includes no-cost technical assistance, model codes and other tools. The tools and model code language are available on the project website (www.BayAreaReachCodes.org).

In addition, in January 2020 the Board approved an extension of the reach code technical assistance plus additional elements – education and training for developers and contractors, and consumer education program on the benefits of all-electric buildings. This technical assistance is publicly available at www.AllElectricDesign.org. In December 2020, the Board

approved to extend the contract with TRC Engineers include technical assistance for developing policy for existing buildings. In February 2022 the Board extended the initiative for another two years.

Status

- **AB 130 / AB 306 Update :** AB 130 (formerly AB 306) was passed into law as part of the budget trailer bill on June 20, 2025 and limits a local agency’s ability to adopt reach codes for *residential* properties. Reach codes focused on commercial construction are not impacted by the bill. Late amendments to the bill will allow local agencies to adopt residential reach codes under two scenarios:
 - Reach codes adopted prior to October 1 of this year, which is quickly approaching given limited council meetings between now and then
 - If they are part of their current general plan - this is based on language that is promising, but somewhat vague.

PCE and its consultants are in active discussions with staff at some member agencies on the topic, and are available to discuss with council members or agency staff at your request.

- **2025 Update:** Many cities considering adoption of reach codes for the 2025 building code cycle are likely to adopt in the 2025 calendar year to align with overall building code adoption ahead of the January 1st, 2026 implementation date.
- **State Code:** The new triennial state code cycle (going into effect on January 1st, 2026) built on the local reach codes implementing an EV charger or outlet for every new multi-family residence with an assigned parking space. Code also requires heat pump water and space heating in the prescriptive path.

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

Buildings Programs

2.1 Home Upgrade Rebates and Zero Percent Loans

Background: Approved by the Board in May 2020, Peninsula Clean Energy launched the heat pump water heater (HPWH) rebates in January 2021. Additionally, in August 2021, the Board approved an On-Bill Financing program (referred to as the Zero Percent Loan). The program offers qualified residential customers a 0% interest loan up to \$10,000 to fund the cost of eligible electrification upgrades. The Zero Percent Loan program launched in October 2022.

Updates to the rebate and loan programs have been instituted a few times, no more than annually, over the past years. Primarily changes include adjusting rebate amounts based on uptake and state and federal rebate landscape for those upgrades, and shortening the loan term to 5 years from the initial 10 years to establish a more sustainable “revolving fund”.

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

Measure Type	2021	2022	2023	2024	2025
Heat Pump HVAC Rebate		10	948	1221	546

Heat Pump Water Heater Rebate	149	172	588	521	258
Electrical Panel Rebate	19	34	177	202	93
0% Loan		1	342	449	199

PCE has moved to use the umbrella name “Home Upgrade” for all services for residential home electrification, including the rebates and loans. The Home Upgrade Full-Service Installation service is described in more detail below. For more information, please visit <https://pencleanenergy.com/all-electric-homes>

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

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

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

Status: PCE and SVCE jointly worked with Franklin on program design and start up tasks. PCE soft launched the low-income no-cost electrification segment of the program in late August by contacting a waitlist of customers collected in the previous phase of the program. In November 2024, PCE opened up the program to all customers (i.e. including those that do not qualify for no-cost installation) but it is not yet widely promoting it. The program has been slow to start due with lessons learned from the early participants and certain partner performance issues, delaying broader launch and marketing for the program PCE in discussion about changes to the program and partners to improve program performance. As of May 30, 2025, 117 home assessments have been completed; 56 customers have signed on to move forward with installations; and 8 installations have been completed. In addition to these homes through full-service installation, 4 homes have had heat pump water heaters installed through the emergency water heater replacement service.

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

2.3 Local Government Building Electrification Program (GovBE)

Background: In August 2023, the Board approved a local government building electrification program to help fund building electrification at local government facilities. The program will offer roughly \$1 million per year in incentives and creates a \$10 million dollar revolving loan fund. Incentives are based on therms saved at a given facility. Incentives and loan are capped

at \$600k per jurisdiction per year, each. The program requires a 25% cost-share from non-PCE funds, and will have a streamlined, annual application process.

Status: GovBE's 2025 funding round was opened in early June 2025, and applications will be open through June 30th. There is \$1 million in incentives available through a competitive solicitation process.

A separate \$5 million from the surplus funds were allocated for schools however, no schools submitted for funding in this round. PCE plans to a separate application for schools this summer and is in discussions with the San Mateo County Office of Education on rollout. The plan is for the program to be continuously open until funding is depleted.

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

2.4 Personalized Support Services (Concierge)

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

Status: The service launched on February 24, 2025. As of April 10, 2025, 24 support calls have been conducted and 15 additional calls are scheduled.

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

3 Distributed Energy Programs

Peninsula Clean Energy is advancing distributed energy resources to provide resilience, lower decarbonization costs, provide load shaping to support our strategic goal for 24/7 renewables. The projects described below are efforts towards meeting both of these goals.

3.1 Solar and Storage for Public Buildings ("GovPV")

Background: The Solar and Storage for Public Buildings / GovPV Program aggregates local government facilities into a group procurement of solar and optionally battery storage systems. Peninsula Clean Energy provides no-cost site assessments and preliminary designs as well as manages the procurement process. Participating sites have systems installed as part of Power Purchase Agreements ("PPAs") directly with Peninsula Clean Energy, which enable customers to get solar and battery storage at their facilities with no upfront investment. This model enables significant cost savings for participating agencies.

Initial site scoping and up to \$8 million in capital was approved by the Board in October 2020 for the first round, known as "GovPV1". At the January 2023 Board Meeting, the Board of Directors approved the installation contract and power purchase agreements with 10 jurisdictions in the first round for a total of 12 sites yielding 1.7 MW solar. All of these systems are now commissioned and producing local solar energy. Battery storage systems are planned for 3 of these facilities.

Round 2 - or GovPV2 - was approved by the Board in January 2024, with a budget of \$23 million. This portfolio includes 24 sites and 3.5MW solar. McMillan Electric, a local union firm, is providing construction services on round 2 and most of round 1. In February 2025, the Board approved an expanded scope with McMillan to build battery storage and EV chargers at GovPV sites, with an incremental budget increase of \$7 million. All projects in rounds 1 and 2 are being pursued as NEM 2 projects, and are slated to become operational by April 2026.

Round 3 – or GovPV3 – is under development with the goal of establishing a sustainable business model. The portfolio includes much larger sites that necessitate the direct pairing of battery storage. PCE is working with third-party financiers to capitalize the portfolio and is evaluating federal policy changes to understand economic impacts and procurement rules.

Status: As of July 10, 2025, all 12 systems in Round 1 are operational, totaling 1.7MW of solar. These projects are expected to save participating agencies over \$14 million in energy costs over the duration of the PPAs with PCE. Project closeout documentation and as-built drawings are being finalized in addition to customer monitoring system access.

For Round 2, all projects have executed PPAs and are in an advanced stage of project development. Three projects are mechanically complete. The majority of the portfolio will commence construction throughout 2025. All projects will be completed by April 2026 in order to successfully grandfather into NEM 2. As a result, participating agencies are projected to save over \$16 million in energy costs over the duration of the PPAs with PCE.

For Round 3, staff is currently in early consultancy with agencies and conducted interviews as part of a competitive RFP process. However, staff has determined that we will need to run a separate, new RFP due to the complications arising from the federal policy changes impacting tariffs, the Investment Tax Credit (“ITC”), and restrictions on procurement related to foreign hardware procurement. While staff had previously forecasted that this portfolio could include 12 sites with a total of >5MW of solar and >10MWh of battery storage, determinations are being made on the size and composition of the portfolio. Further, while the previous portfolios have been funded directly with Peninsula Clean Energy capital, staff is working with external financing solutions providers that could allow us to diversify and scale the program’s capital. Changes in federal policy are also necessitating recalculation of the financials for the project. While financials are less favorable they appear to continue to be favorable based on initial analysis.

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

3.2 Residential Solar + Battery Backup

Background: Peninsula Clean Energy’s programs for residential solar are split up into two customer segments: general market and low income. The general market program is referred to as Residential Solar + Battery Backup, and is currently closed for new enrollments. The low-income program is referred to as the Solar plus Battery Savings, detailed below.

The Residential Solar+ Battery Backup program utilizes batteries that were deployed by Sunrun and provide backup power to each home. These batteries are discharged daily to reduce PCE’s peak load. PCE will receive >1.5MW of daily peak load reduction through 2032. Enrollment in the program closed in 2022 and PCE has been developing a successor program.

Separately, PCE developed a program to help low-income single-family homeowners access the State of California's Self-Generation Incentive Program (SGIP). SGIP provides behind-the-meter (BTM) storage or solar + storage systems to eligible low-income single-family homeowners to deliver bill savings and resilience benefits. The program will leverage state SGIP incentives which are expected to mostly or fully fund the installation of systems for income qualified customers. PCE is targeting 200 total installations at low-income customer sites, most of which we expect will be fully funded by the State. This would result in approximately 1MW of solar and 2.5MWh of battery storage. In October, the Board approved the contract with the competitively selected developer Haven Energy to manage installation of the systems.

Status: PCE opened the program to help customers access SGIP funds in August 2024. Applications were closed to new applicants on December 31. Haven is submitting applications for 244 customers. They have started installing systems for customers who were approved for an SGIP rebate. They have completed 37 battery-only installations so far, resulting in approximately 500kWh of battery energy storage capacity powering low income residential homes. However, CPUC approval on the "Qualified DR Program" remains outstanding, a requirement for the solar and storage installations. The policy team has been working to resolve this issue.

3.3 FLEXmarket

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

Staff developed the commercial version of the program and launched the market in July 2023. Like the residential version, providers of commercial energy efficiency and building electrification equipment, as well as aggregators of these projects, can pursue incentives through the Commercial FLEXmarket.

Status: The FLEXMarket Program has achieved approximately \$1.8 million in total system benefits to date.

The program has paused new enrollments due to the closure of the current funding cycle as of May 2025. Project savings for enrolled projects will continue to be tracked and will conclude in Q4. Looking ahead, we submitted a new funding request to the CPUC in May for a three-year cycle covering 2025-2028 and are currently awaiting approval. We anticipate receiving approval and relaunching the FLEXMarket program in late Q3 or early Q4 of this year.

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

3.4 Green Access Community Solar (DAC-GT)

Background: The Disadvantaged Communities Green Tariff program (“DAC-GT”) and associated Community Solar Green Tariff (“CSGT”) are community solar programs developed by the California Public Utilities Commission (CPUC) to enable residents in eligible census tracts to participate in renewable energy projects, and to promote development of renewable projects in DACs. Participating customers will receive a 20% discount on their full electric bill (PG&E and Peninsula Clean Energy charges). Peninsula Clean Energy administers these programs on behalf of its customers.

Peninsula Clean Energy began enrolling DAC-GT customers in San Mateo County in January 2022 and customers in Los Banos in April 2022. Those customers are currently served by an interim resource procured from Marin Clean Energy pending Peninsula Clean Energy’s procurement of a new renewable resource for the program.

Status: The program, publicly known as Green Access, is currently serving approximately 2,500 customers. Peninsula Clean Energy signed a PPA with Renewable America, LLC for a 3MW solar resource located in Dos Palos, CA, approximately 15 miles southeast of the City of Los Banos. This project is operational as of March 2025. 1,200 additional customers were subscribed with the new system, each receiving a 20% discount on their electricity bill.

For more information, please visit www.peninsulacleanenergy.com/greenaccess

3.5 Energy Efficiency Application to CPUC

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

Status: PCE is currently in the early-to-mid development phase of the ATA application, which is due to the CPUC in February 2026. Over the six months, PCE conducted a comprehensive market assessment that included stakeholder interviews, surveys, presentations, and partner meetings to identify unmet needs, barriers, and high-impact opportunities in our service area. Based on this foundation, PCE conducted a solicitation and selected The Energy Coalition as our technical consultant to support the detailed development of the portfolio. Our next phase, running through late fall, will focus on translating market insights into a cohesive, cost-effective program design and implementation strategy.

We have notified CPUC Energy Division staff of our intent to file and are participating in feedback sessions related to updated application templates. Our regulatory and policy teams are also actively engaged in discussions to ensure alignment with CPUC priorities. No major risks have emerged at this stage, but cost-effectiveness and portfolio integration will be key focus areas as we move into design and modeling.

4 Transportation Programs

4.1 Used Electric Vehicle (EV)

Background: Originally launched in March 2019, the Used EV Rebate Program currently provides a \$2,000 rebate to income-qualified residents. Customers have been able to seamlessly combine the PCE rebate and federal rebate at the point of sale, providing up to \$6,000 in downpayment assistance.

Status: 919 rebates have been provided throughout the program history. The new PCE in-house call center has taken over “EV Advisor” services, helping customers navigate various rebate programs they may qualify for, in addition to PCE’s rebate.

Due to recent legislation, federal pre-owned EV credits will end on September 30. Staff are evaluating whether to adjust the program.

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

4.2 “EV Ready” Charging Design Assistance & Incentives

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

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

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

Some of the largest multi-family EV charging projects in the nation are occurring currently in the EV Ready program. This includes the installation 92 chargers installed in East Palo Alto, 144 chargers in Millbrae/Burlingame, ~140 chargers in Daly City, and over 200 chargers in South San Francisco, the single largest retrofit multi-family EV charging project in the state. A recent ribbon cutting in East Palo Alto received [local media coverage](#).

To address EV charging affordability issues, PCE is also currently leading an innovation grant opportunity. This will develop new EV charging systems that can be submeter to a multi-family residential unit, even though the charger is connected to a separate meter, reducing or eliminating price markups experienced by EV drivers that utilize third-party charging systems. Orange Charger has been awarded this innovation grant and work has begun.

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

4.3 E-Bike Rebate Program

Background: The Board originally approved the income-qualified E-Bikes Rebate program in

July 2020 and has run in annual cycles to provide rebates to residents with low to moderate incomes. The program has provided over 1,000 rebates since 2021. Customers can use the rebate either at qualifying bike shops for a point-of-sale discount. with several participating bike shops in San Mateo County and Merced County (for Los Banos-based customers).

Status: The program relaunched on May 6. Since the program opened, we have received 544 applications. Of that, 161 e-bikes have already been purchased. In total, there have been 1,150 e-bikes purchased through this program.

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

4.4 Public EV Fleet Program (GovEV)

Background: The Board approved the GovEV Fleet Program in November 2020. This program is comprised of three components to help local agencies begin their fleet electrification efforts: hands-on technical assistance, gap funding, and a vehicle to building resiliency demonstration that will assess the costs and benefits of utilizing fleet EVs as backup power resources for agencies in grid failures and other emergencies. In August 2022, the Board of Directors approved a contract with Optony to assist in the administration of this program and further approved an extension with Optony in March 2024.

Status: 13 cities have enrolled, including: Brisbane, Burlingame, Caltrain (non-revenue fleet), Central Coast Water Authority, Daly City, East Palo Alto, Foster City, Menlo Park, Millbrae, San Bruno, San Carlos, San Mateo, and the San Mateo Community College District.

Millbrae recently completed construction on 18 chargers at their Corporation Yard. Menlo Park, Burlingame, and San Mateo are expected to begin construction on major EV fleet projects this year.

Staff are developing guidance on resiliency options for EV fleets, to be published shortly.

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

5 Other Programs

5.1 Member Agency Energy Grants

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

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

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 1, 2025
MEETING DATE: July 24, 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

RECOMMENDATION

Informational.

BACKGROUND

Sacramento Summary – the 2025-26 Legislative Session

On July 14, the Legislature entered its last week of session before it breaks for the month-long summer recess on July 18. Prior to the summer break, all bills must pass through policy committees in the second house.

The Legislature will reconvene on August 18.

By August 29, bills with a fiscal component will need to be passed out of the fiscal committees. Those bills that pass are then referred to the floor of the house.

September 12 is the last day for each house to pass bills.

Governor Newsom has until October 12 to act on any bills that are sent to his desk by the Legislature.

The May budget revision from Governor Newsom showed a \$12 billion deficit for FY 2025-26. The deficit could grow if the anticipated federal funds do not materialize.

The legislature passed a \$321 billion budget on June 13. That timing met the constitutional deadline, but it differed substantially for the budget proposed by Governor Newsom. Intense negotiations between the Governor and legislative leaders continued until the end of June.

The budget that was agreed to by the Legislature and the Governor included the language found in **AB 306 (Nick Schultz, D-Burbank)**, the bill that 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. It would also impact existing building modifications.

Peninsula Clean Energy signed onto a coalition letter sent to the Legislature's Budget Committee opposing the inclusion of **AB 306** in the Budget Trailer Bill. A copy of that letter is included with this report.

Peninsula Clean Energy, working with other stakeholders that included local cities and CCAs were able to insert two important amendments into **AB 306** prior to its inclusion on the budget trailer bill. First, jurisdictions that have adopted Reach codes prior to October 1 of this year can enforce those ordinances; and second, jurisdictions that have a general plan that references emissions savings may adopt Reach codes to address that provision. Legal counsels are continuing to review the language in the bill and evaluate how jurisdictions are best advised to proceed if they wish to adopt Reach Codes and other building codes during the next 6 years.

In the June Legislative Update, we included 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.

Our effort continues through the summer recess to convince the CPUC to approve access to Self-Generation Incentive Program (SGIP) funding for CCA customers. Senator Wiener is leading the charge and has proposed budget trailer bill language that would grant CCA customers access to SGIP dollars. In addition, a coalition of CCAs, including PCE, has met with legislators, the Department of Finance, and the CPUC to make the case that SGIP must be available to CCA customers. In response, the CPUC issued an Assigned Commissioner's Ruling seeking feedback on the program design that is currently obstructing CCA customers from accessing SGIP funds; responses are due July 15, 2025.

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 we are 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 transmission 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.

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.

During the consideration by the Senate Judiciary Committee the bill was significantly amended. New oversight mandates and directives that would require California to withdraw from the market without discretion under certain circumstances as well as directions dictating future market service were added to **SB 540**.

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 was attached to the June Legislative Update.

Further amendment of the bill was discussed before the vote on the floor of the Senate. With the understanding that amendments would be considered when the bill was heard in the Assembly, **SB 540** was passed by the full Senate by a vote of 36-0.

Late on July 10 it was announced that **SB 540** would be heard in the Assembly Committee on Utilities and Energy on Wednesday, July 16.

At the time of the preparation of this report amendments to the bill have not been made public. As a result, and pending information about possible amendments, Peninsula Clean Energy has not submitted a position letter to the Assembly Committee on Utilities and Energy regarding **SB 540**.

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.

SB 283 (John Laird, D–Monterey)

Battery Energy Storage System (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 that caught fire in January 2025.

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 a vote of the full state Senate.

In the Assembly the bill was referred to the Assembly Committee on Utilities and Energy and the Committee on Local Government. It has since passed Assembly U&E.

CalCCA has sent a letter of support for **SB 283**. Previously, CalCCA had taken an oppose unless amended position on **SB 283**. Concerns expressed to the author are around the definition of a BESS and clarification of the date on which the bill would apply due to concern about impacts on projects that are already in the pipeline. Amendments to the bill resolved those issues.

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 been passed in their respective houses and have been sent to the other body for consideration. As of the date of the preparation of this Legislative Update each bill is awaiting its first scheduled hearing on July 16.

CalCCA and PCE have filed Oppose Unless Amended letters regarding **AB 825**. A copy of PCE's correspondence is included with the Legislative Update. Peninsula Clean Energy shares the concerns expressed in the letter that the bill infringes on CCA governance, is duplicative, and isn't focused on the real cost drivers impacting affordability.

Federal Developments of Interest

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

Please find a separate report on federal activities and the recently enacted bill H.R.1 included with this Board packet.

Attachments:

1. Bill Matrix Updated 7.14.25
2. Coalition letter, including PCE, to the legislature's Budget Committee opposing the inclusion of **AB 306** in the Budget Trailer Bill.
3. PCE letter conveying Oppose Unless Amended position to **AB 825**.

(Public Policy Objective B, Key Tactic 1)d

ATTACHMENTS:

[Trailer Bill OPPOSE June 24 - AB 306.docx](#)

[July 2025 Bill Matrix - Draft.docx.pdf](#)

[PCE OUA - AB 825 July 11, 2025--Final.pdf](#)



June 25, 2025

Hon. Scott Wiener, Chair
Senate Budget Committee
1020 N. Street, Room 502
Sacramento, CA 95814

Hon. Jesse Gabriel, Chair
Assembly Budget Committee
1021 O Street, Suite 8230
Sacramento, CA 95814

**RE: AB 130: Housing Trailer Bill: Moratorium on State and Local Building Codes –
OPPOSE UNLESS AMENDED**

Dear Chairs Wiener and Gabriel,

The undersigned organizations must respectfully oppose AB 130 (Gabriel) unless it is amended to take out language from AB 306 (Rivas, Schultz) that would impose a moratorium on California's state and local building code processes.

Pausing California's building code cycle will have severe consequences on housing production costs and flexibility, our ability to mitigate and prevent harm from natural disasters and extreme heat events, and energy efficiency and decarbonization measures that save ratepayer dollars – without reducing the cost of housing in California. **This policy is best analyzed through the policy committee process and does not belong in a budget trailer bill.**

Our organizations support the stated intent of AB 130's building code language to speed up construction of homes to rebuild after the Los Angeles wildfires and increase housing supply across the state. However, streamlining requirements to support new construction can be done without adversely affecting efforts to advance decarbonization in existing construction that lower costs, protect public health, and mitigate climate change.

Local governments across California are interested in adopting cost-effective, common-sense measures for existing residential buildings. An example is "AC to Heat Pump" existing building reach codes that would require heat pumps to be installed instead of air conditioning units when an air conditioner is replaced or added in an existing home. Just this existing building code alone will save households an estimated \$5 billion over the 6-year moratorium period on redundant up-front costs statewide and lower household electricity bills by \$200-\$600 annually, while having no impact on new construction or the supply of housing.

The triennial update to the building code is intended to incorporate changes that make California's buildings cleaner, cheaper to construct and operate, more efficient, and more resilient against wildfires and other natural disasters. AB 130 would force the state and local governments to skip 6 years of improvements to the building code. **This complex policy**

will have many unintended consequences and should be considered through the regular policy process, not a rushed trailer bill.

For all these reasons we urge you to remove Sections 29 - 31 and 37- 40 on building standards from AB 130 prior to the vote, and allow AB 306 to continue working through the regular policy process.

Sincerely,

Janet Cox
CEO
Climate Action California

David Diaz
Active San Gabriel Valley

Cheryl Auger
Ban SUP (Single Use Plastic)

Bruce Hodge
Carbon Free Palo Alto

Mike Clancy
Citizens' Climate Lobby Monterey County

Suzanne Hume
CleanEarth4Kids

Janet Cox
Climate Action California

Serena Pelka
Climate Action Campaign

Andy Shrader
Climate Action Petaluma

Fred Bialy
Climate Reality Bay Area Contra Costa
County Policy Action Squad

Sherrell Cuneo
Climate Reality Project California Coalition

Charles Miller
Climate Reality Project Los Angeles

Lisa Swanson
Climate Reality Project Orange County

Cherry Robinson
Climate Reality Project San Diego

Kathy Schaeffer
Climate Reality Project, California State
Coalition

Enrique Huerta
Climate Resolve

Bill Magavern
Coalition for Clean Air

Natasha Juliana
Cool Petaluma

Ann Edminster
Design AVenues LLC

Lendri Purcell
Families Advocating for Chemical & Toxics
Safety (FACTS)

Elise Kalfayan
Glendale Environmental Coalition

Alec Sarkissian
Green Policy Initiative

Alice Sung
Greenbank Associates

Robert Haw
Habitable Designs

Steve Schmidt
Home Energy Analytics, Inc.

Steve Levin
Leading Change Consulting & Coaching

Dave Shukla
Long Beach Alliance for Clean Energy

Ken Strong
Marin Conservation League

David Moller, P.E.
Marin/Sonoma Building Electrification
Squad

Linda Hutchins-Knowles
Mothers Out Front California

Hoai-An Truong
Mothers Out Front Silicon Valley

Marc Esser
NegaWatt Consulting

Michael Mulligan
NorCal Elders Climate Action

Debbie Mytels
Peninsula Interfaith Climate Action (PICA)

Sven Thesen
Project Green Home

Clara Vondrich
Public Citizen

David Rosenstein
Resilient Palisades

Chance Cutrano
Resource Renewal Institute

Kelly Lyndon
San Diego Building Electrification Coalition

Ben Eichenberg
San Francisco Baykeeper

Katharine Harrison
SanDiego350

Ann Feeney
SanDiego350

Pauline Seales
Santa Cruz Climate Action Network

Gabriela Facio
Sierra Club California

Jack Eidt
SoCal 350 Climate Action

Richard Burke
SoCal Elders Climate Action

Sonoma County Climate Activist Network
(SoCoCAN!)

Terry Nagel
Sustainable San Mateo County

Phil Glosserman
Third Act SoCal

Allan W Moskowitz
Transformative Wealth Management

Ann Rothschild
Trinity Respecting Earth and Environment
(TREE)

Ben Stapleton
US Green Building Council – Los Angeles

Jean Tepperman
1000 Grandmothers for Future Generations

Laura Neish
350 Bay Area Action

Alan Weiner
350 Conejo / San Fernando Valley

Daniel Tahara
350 East Bay, Berkeley Hub

Daniel Chandler
350 Humboldt

Will Brieger, Esq.
350 Sacramento

Sherry Lear
350 Southland Legislative Alliance

Patrick Costello/Jody Timms
350 Marin

Madison Vander Klay
Sr Manager of Govt Affairs
Building Decarbonization Coalition

Melissa Romero
Deputy Legislative Director
California Enviro Voters

Merrian Borgeson
California Policy Director, Climate & Energy
NRDC

Matt Vespa
Senior Attorney
Earthjustice

Laura Walsh
Policy Manager
Save the Bay

Monica V. Padilla
CEO
Silicon Valley Clean Energy

Rebecca Curry
Sr. Manager of Western Regional Policy
Rewiring America

Jonny Kocher
Manager
RMI

Shawn Marshall
CEO
Peninsula Clean Energy

**Status of 2025 Legislative Session Bills
As of July 14, 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.	This bill is in the Senate Local Government Committee and is not set for hearing.			Senate Local Government Committee Chair Senator Durazo has her own Brown Act bill that appears to be subsuming this bill.
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	This bill failed to pass a policy committee and is now a 2-year bill.		Oppose	

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	for the above-described purposes. This bill contains other related provisions and other existing laws.				
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 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.	This bill was inserted into a budget trailer bill, AB 130, which was signed by the Governor and is now law.	Oppose Unless Amended	Oppose Unless Amended	PCE has officially taken an “Oppose Unless Amended” position as have several other CCAs, including SDCP and CPA. 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)	This bill would require the Energy Commission, in coordination with the PUC, Air Resources	This bill was held on the Assembly	Support	Support	This bill is sponsored by

**Status of 2025 Legislative Session Bills
As of July 14, 2025**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Geothermal Energy Generation	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 next-generation geothermal planning goals for 2035 and 2045	Appropriations Suspense File and is now dead.			Sonoma Clean Power.
AB 527 (Papan) CEQA: Geothermal Exploratory Projects	This bill proposes to create a categorical exemption from CEQA for geothermal exploratory wells.	Scheduled for July 16 hearing in 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	Scheduled for July 16 hearing in the Senate Committee on Environmental Quality		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	This bill has been made into a 2-year bill.		Support	This bill seeks to create a funding source that can reduce the cost of

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	capacity from developers of bioenergy projects 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 contracts 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)	The California Global Warming Solutions Act of 2006 designates the State Air Resources Board as the state agency charged with monitoring and	Referred to Senate Committee on		Support	

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
IOUs: Climate Credits	regulating sources of emissions of greenhouse 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.	Energy, Utilities, & Communications			
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	Scheduled for July 15 hearing in the Senate Committee on Energy, Utilities, & Communications		Support	

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	the plan meet specified requirements. The bill 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	Scheduled for July 15 hearing in the Senate Committee on Energy, Utilities, & Communications	Oppose Unless Amended	Oppose Unless Amended	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.

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	comment and appeal. This bill would require the 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 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	Referred to the Assembly Committee on Appropriations			

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	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.				
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.

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
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. 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.	Scheduled for July 16 hearing in the Assembly Committee on Utility & Energy		Support	
SB 282 (Wiener) Residential Heat Pump Systems: Water Heaters and	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	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

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
HVAC: Permit Streamlining	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.				
SB 283 (Laird) Battery Energy Storage Facilities: Emergency Response Plans and Emergency Action Plans	Existing law requires the State Fire Marshal, before the next triennial edition of the California Building Standards Code adopted after January 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.	Scheduled for July 16 hearing in the Assembly Committee on Utility & Energy		Support	

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
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.	Scheduled for July 14 hearing in the Assembly Committee on Revenue & Taxation		Support	
SB 314 (Padilla) Electric Vehicle Supply Equipment: Weights & Measures	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 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.	This bill was held on the Assembly Appropriations Suspense File and is now dead.			
SB 330 (Padilla)	Enables the Governor to establish one or more pilot projects to develop, finance, or operate	Scheduled for July 16 hearing in the		Support	

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Transmission Infrastructure Financing	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	Assembly Committee on Utility & Energy			
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 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.	Referred to the Assembly Committee on Appropriations			
SB 540 (Becker)	This bill attempts to codify the West-Wide Pathways recommendation to authorize CAISO	Scheduled for July 16 hearing in the	Support	Support	

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Western Regional Organization	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 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.	Assembly Committee on Utility & Energy			

**Status of 2025 Legislative Session Bills
As of July 14, 2025**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
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 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.	Scheduled for July 16 hearing in the Assembly Committee on Utility & 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.
SB 707 (Durazo)	This bill is an omnibus proposal for exemptions to the Brown Act for local public meetings	Scheduled for July 16 hearing the			

Status of 2025 Legislative Session Bills

As of July 14, 2025

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Open Meetings: Brown Act Requirements	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.	Assembly Committee on Local Government			
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.	Referred to the Assembly Committee on Appropriations		Position Under Consideration	



July 11, 2025

The Honorable Angelique Ashby
Chair, Senate Committee on Business, Professions & Economic Development
1021 O Street, Room 8630
Sacramento, CA 95814

Re: AB 825 (Petrie-Norris) – OPPOSE UNLESS AMENDED

Dear Chair Ashby,

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 825 (Petrie-Norris). AB 825 would create a new Statewide Demand Side Management Program Review Task Force (Task Force) within the California Energy Commission (CEC), as outlined in Section 4 of the bill. We believe that this new Task Force infringes on local governance, is duplicative of work already assigned to the California Public Utilities Commission (CPUC), is ill-suited to handle the required technical work, and will lead to significant costs to ratepayers and taxpayers while delivering little, if any, savings in return.

We believe that changes can be made to AB 825 that can help the state achieve its climate goals and reduce energy bills; accordingly please find below the areas we believe are problematic:

- 1. AB 825's Task Force infringes on local governance:** As a community agency governed by locally elected officials, PCE engages with our member cities and county, continuously receiving customer feedback regarding local needs and challenges. This information is then used to craft programs, like energy efficiency and demand response programs, that are locally evaluated, authorized, and funded. AB 825 would establish the Task Force, a statewide entity that would supplant our local authority. Under this proposed task force, PCE would be required to redesign, consolidate, or terminate locally designed, authorized, and funded programs based on the preference of a state agency that is not engaged with, nor accountable to that community. We believe that it is inappropriate for a state agency to override a local governing body to determine what is beneficial for that community – akin to a state task force overriding decisions made by a city council.
- 2. The Task Force called for in AB 825 is duplicative of work already assigned to the CPUC:** Pursuant to AB 3264, which was signed into law just 10 months ago, the CPUC is already required to evaluate and submit a report on energy efficiency and demand-side management programs to the Legislature every three years. In fact, the metrics that the CPUC is directed to evaluate and report on are nearly identical to those that the newly designed task force is directed to use. While the scope of the programs and work is expanded under the Task Force, there is significant overlap that will result in duplicative work. PCE believes that the CPUC should finish its evaluation rather than assigning another entity to evaluate and develop a report on the same programs.

3. **AB 825's Task Force is ill-suited to handle the required technical work.** The CPUC has spent many years working on energy efficiency and demand management programs and has developed a certain level of expertise that is not present in the other agencies assigned to the new Task Force. For example, in 2024, after acknowledging that the previous "total system benefit" metric for energy efficiency was outdated, the CPUC worked with stakeholders to refine the metric to include resource adequacy (capacity) and greenhouse gas emission benefits over the lifecycle of an energy efficiency program. This is just one example of the evolving landscape and highly technical nature of energy efficiency and demand management programs that agencies such as CARB, DCSD, and CAEATFA would be ill-suited to evaluate or require program changes. Assigning these agencies to opine or make changes, including termination, to programs for which these agencies lack the technical background could lead to unjustified criticism or program ineffectiveness.
4. **AB 825's Task Force will result in significant costs and little, if any, savings for ratepayers:** To implement AB 3264, the CPUC was provided three new positions in this year's State Budget. The work assigned to the new task force would likely need the same number of positions for each agency represented. Regarding the CEC workload, this work would be covered by the Energy Resources Programs Account (ERPA), which is paid for by ratepayers. It is important to note that this account is in a structural deficit, so the Legislature will need to authorize the collection of additional revenue from ratepayers; alternatively, the CEC will either not be able to comply with AB 825 or they will need to abandon other legislatively mandated work. It is also important to note that the CPUC recently performed an analysis to investigate the issue of energy efficiency program overlap and potential program consolidation and found that out of \$1.75 billion spent on energy efficiency programs, only \$1.5 million is at risk of program overlap, which equates to about 0.08%

PCE supports aggressive efforts to reduce energy bills, to benefit our local communities and customers. While we believe all of the other provisions in AB 825 represent a significant step forward, and applaud the author for seeking to advance several proposals aimed at reducing energy costs for California ratepayers, we must respectfully Oppose, Unless Amended, AB 825, unless Section 4 is removed.

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 Cottie Petrie-Norris
The Honorable Members of the Senate Committee on Business, Professions & Economic
Development



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 18, 2025
MEETING DATE: July 24, 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 6-18-25.pdf](#)

California Community Power

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

TO: Board of Directors and Alternates **DATE:** 6/19/25
FROM: Alex Morris – General Manager
SUBJECT: **Report on Regular Board of Directors Meeting – June 18, 2025**

The California Community Power (CC Power) Board of Directors held a meeting on June 18, 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 May 21, 2025
- **Closed Session Item:**
 - The Board discussed legal risks and considerations related to a contract.
- **Regular Agenda Items:**
 - **Resolution 25-06-01 – Authorize Termination of Goal Line Energy Storage Services Agreement:** The Board approved the termination of the Goal Line project contract. Goal Line was a 50 MW long-duration energy storage project that missed contractual milestones and will not be built. This resolution directs the termination of the contract, collection of the development security deposit amount, and a release for CC Power and members of any risks or obligations. Members have already considered steps to pursue alternative long-duration storage solutions, where applicable.
 - **Strategic Plan Refresh** – Chair Lori Mitchell (San Jose Clean Energy) laid out a plan for the Board to review and potentially augment the 2022 CC Power Strategic Plan. In preparation for an in-person meeting in October, material will be developed to facilitate board discussion on potential strategic plan updates. A refreshed plan may include strategies to further prioritize ideas to best serve members, to address core CCA needs or strategic risks, or to increase predictability in the annual budgeting process. Such updates to the strategic plan may also inform how CC Power is resourced over time, what additional policies are needed, and what membership structures are most appropriate.

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](#)

- **General Manager Report:** the General Manager noted the timely construction steps and progress for the Tumbleweed Energy Storage Project with an expected online date of April 2026, the study results of \$6M in benefit from a potential software optimization tool that could be considered under certain Resource Adequacy rules, and the robust response of developers to the CC Power geothermal power project request for information (RFI). The Board deliberated on how a small minority of RFI responses fell in one member's territory, and how that member's ongoing support activities should or could affect eventual project offtake opportunities. This policy topic was referred to an Ad Hoc Committee. Other administrative items were noted, including other upcoming policy-development matters, invoicing activities expected in June-October, and recently signed contracts.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: July 18, 2025

MEETING DATE: July 24, 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: July 18, 2025

MEETING DATE: July 24, 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)

IJA – 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

LDSE – 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