

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

**Thursday, February 27, 2025
7:00 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**

**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 our 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/board-of-directors> 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/u/kTIH1Ocod>). 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 Committee are customarily limited to two minutes per speaker. The Board Chair may increase or decrease the time allotted to each speaker.

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. [Approval of the Joint Powers Authority Agreement Weighted Voting Shares Allocation](#)
2. [Approval of Three EV Ready Program Fund Reservation Agreements, Providing Approximately \\$560,000 in Customer Incentives](#)
3. [Approval of 2025 Legislative / Regulatory Policy Platform](#)
4. [Approval of Minutes from the January 23, 2025 Board of Directors Meeting](#)

REGULAR AGENDA

5. Chair Report (Discussion)
6. [CEO Report \(Discussion\)](#)
7. CAC Report (Discussion)
8. [Approval of Solar+Storage for Public Buildings \("Gov PV"\) Program Contract Amendment with McMillan Electric to Increase The Not-To-Exceed Contract Limit By \\$7 Million for a Total of \\$30 Million for New Battery and EV Charging Systems at Public Facilities and Associated Power Purchase Agreements \(Action\)](#)
9. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

10. [Update on Legislative Activities](#)
11. [Energy Supply Procurement Quarterly Report](#)
12. [Regulatory Policy Team Quarterly Report](#)
13. [Report on California Community Power \(CCP\) Joint Powers Authority](#)
14. [Acronym List](#)

ADJOURNMENT

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

Instructions for Joining a Zoom Meeting via Computer or Phone

Best Practices:

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

Options for Joining

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

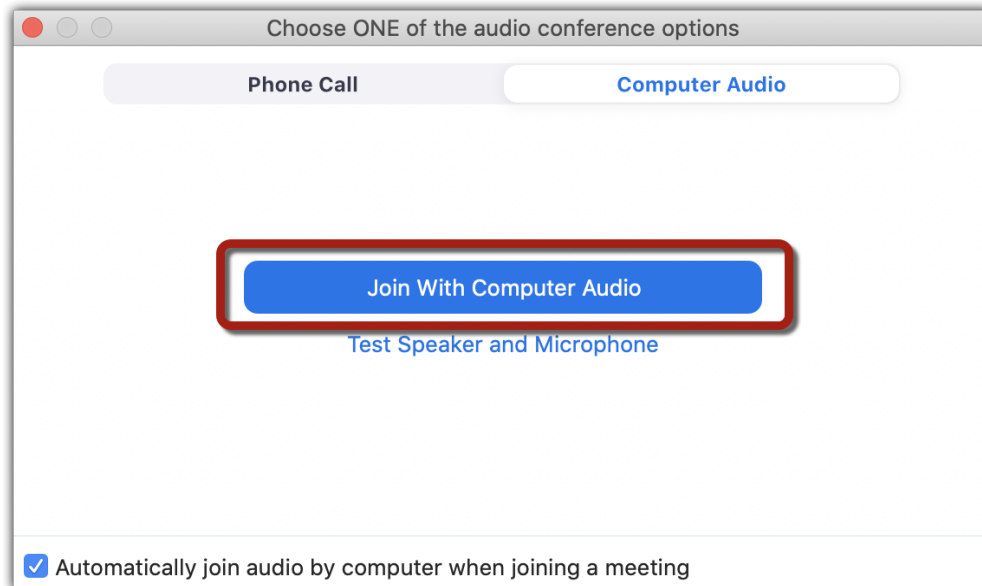
Videoconference Options:

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

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

Option 1 Videoconference with Computer Audio:

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



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

Option 2 Videoconference with Phone Call Audio

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

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

Choose ONE of the audio conference options

Phone Call Computer Audio - Connected

Country/Region United States

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

Meeting ID 827 7284 3517

Participant ID

Passcode 2075

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

Audio Only Options:

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

Option 3: Calling in via Telephone/Landline:

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



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 21, 2025
MEETING DATE: February 27, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

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

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

RECOMMENDATION

Approve recalculated weighted voting shares based on 2024 annual energy consumption.

BACKGROUND

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

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

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

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

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

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

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

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

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

DISCUSSION

Pursuant to JPA requirements, staff has updated the weighted voting shares of each member based on 2024 PCE energy use to member jurisdictions. Staff then prepared revised Exhibits C and D to be attached to Peninsula Clean Energy's JPA Agreement. The JPA states that the values for Annual Energy Use will be designated in Exhibit C and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year. These adjustments require approval by the Board. Exhibits C and D Annual Energy Use and Voting Shares were last updated and approved by the Board on February 27, 2024.

The table below includes the weighted shares for each service territory or member of the JPA based on data sourced from billing data provided by PCE's Data Management Provider, Calpine Energy Solutions, based on billing records for 2024. Staff is requesting Board approval of this revised schedule. Last year's voting Shares table is included for reference as well:

2025 Peninsula Clean Energy Voting Shares Distribution

Twelve Months Ended December 2024	
Service Territory	Distribution Weight (%)
REDWOOD CITY INC	12.66%
SO SAN FRANCISCO INC	12.63%
SAN MATEO INC	12.35%
MENLO PARK INC	7.86%
DALY CITY INC	7.12%
UNINC SAN MATEO CO	6.30%
FOSTER CITY INC	5.51%
BURLINGAME INC	5.40%
SAN CARLOS INC	4.47%
SAN BRUNO INC	3.78%
LOS BANOS INC	3.64%

PACIFICA INC	2.72%
BELMONT INC	2.45%
MILLBRAE INC	2.20%
BRISBANE INC	2.06%
ATHERTON INC	1.82%
EAST PALO ALTO INC	1.78%
HILLSBOROUGH INC	1.60%
HALF MOON BAY INC	1.33%
WOODSIDE INC	1.13%
PORTOLA VALLEY INC	0.64%
COLMA INC	0.55%
Total	100%

2024 Peninsula Clean Energy Voting Shares Distribution

Twelve Months Ended December 2023	
Service Territory	Distribution Weight (%)
SO SAN FRANCISCO INC	13.39%
REDWOOD CITY INC	12.41%
SAN MATEO INC	12.39%
MENLO PARK INC	8.08%
DALY CITY INC	7.14%
UNINC SAN MATEO CO	6.37%
FOSTER CITY INC	5.49%
BURLINGAME INC	5.34%
SAN CARLOS INC	4.45%
SAN BRUNO INC	3.65%
LOS BANOS INC	3.19%
PACIFICA INC	2.74%
BELMONT INC	2.42%
MILLBRAE INC	2.08%
BRISBANE INC	1.95%
ATHERTON INC	1.86%
EAST PALO ALTO INC	1.73%
HILLSBOROUGH INC	1.63%
HALF MOON BAY INC	1.35%
WOODSIDE INC	1.14%
PORTOLA VALLEY INC	0.65%
COLMA INC	0.54%
Total	100%

ATTACHMENTS:

[Item 03.3 - Draft - JPA Voting Shares Exhibits C and D_JP.docx](#)

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, Peninsula Clean Energy Authority staff has re-calculated the weighted voting allocation based on 2024 PCE energy sales to member jurisdictions.

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

Exhibits C and D
Annual Energy Use and Voting Shares

ANNUAL ENERGY USE WITHIN PENINSULA CLEAN ENERGY JURISDICTIONS AND VOTING SHARES	
Twelve Months Ended December 2024	
<u>Party</u>	<u>Voting Share</u>
SO SAN FRANCISCO INC	13.86%
REDWOOD CITY INC	12.88%
SAN MATEO INC	12.74%
MENLO PARK INC	7.36%
DALY CITY INC	6.67%
UNINC SAN MATEO CO	5.85%
BURLINGAME INC	5.39%
FOSTER CITY INC	5.21%
SAN CARLOS INC	4.48%
SAN BRUNO INC	3.76%
LOS BANOS INC	3.54%
BRISBANE INC	2.48%
PACIFICA INC	2.43%
BELMONT INC	2.41%
MILLBRAE INC	2.01%
ATHERTON INC	1.85%
EAST PALO ALTO INC	1.85%
HILLSBOROUGH INC	1.63%
HALF MOON BAY INC	1.23%
WOODSIDE INC	1.17%
PORTOLA VALLEY INC	0.60%
COLMA INC	0.58%
Total	100.00%



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 21, 2025
MEETING DATE: February 27, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Melanie Jasper, Associate Programs Manager

SUBJECT: Approval of Three EV Ready Program Fund Reservation Agreements, Providing Approximately \$560,000 in Customer Incentives

RECOMMENDATION

Approval of three EV Ready Fund Reservation Agreements, which will provide an expected total of approximately \$560,000 in 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 PCE's service territory. The program, later named the "EV Ready Program," provides incentives and no-cost technical assistance to eligible property types, which include: 1) Affordable Housing, 2) Multi-Unit Dwellings (such as apartments and condominiums), 3) Employee Charging, including fleet, and 4) All Publicly Accessible, Non-Residential Locations. The program provides incentives for several different EV charging types, as part of the program's "right-speeding" 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 \$5,500 per charger, depending on property type, retrofit vs. new build projects, and charging type.

Customers apply for EV Ready incentives online, which is reviewed and approved by Peninsula Clean Energy staff. Once approved, a Fund Reservation Agreement, which outlines the EV Ready Program standards and requirements, is distributed via DocuSign and executed by the customer and the Peninsula Clean Energy CEO. 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 a singular customer.

In November 2024, the Board approved the Member Agency Energy Grant agreement for the City of San Mateo for a total of approximately \$1.4 million, including approximately \$500,000 for fleet-serving EV charging. \$320,000 from the City of San Mateo's grant agreement is being combined with approximately \$240,000 from the EV Ready program for Board approval,

described further below.

DISCUSSION

In the prior month, Peninsula Clean Energy received three EV Ready applications from a single customer, which will exceed \$250,000 in cumulative value this current fiscal year and is presented to the Board of Directors for approval.

Following approval by the Board of Directors, the project's Fund Reservation Agreement will be executed by the Peninsula Clean Energy CEO and the customer 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.

Details of the Fund Reservation Agreements are included below. The three agreements represent buildings owned by the City of San Mateo where EV charging is primarily intended for employees or City-owned fleet vehicles.

The total reserved funds of \$560,000 include \$240,000 in funds from the EV Ready program and \$320,000 in funds from the previously Board approved Member Agency Energy Grant funding allocation for the City of San Mateo. PCE has combined funding from the Member Agency Energy Grant and EV Ready programs for the City of San Mateo for these projects.

Property Type	Total Expected Reserved Funds	Total Charge Ports Expected	City
Employee Parking	\$60,000	12	San Mateo
Employee Parking	\$250,000	18	San Mateo
Employee Parking	\$250,000	18	San Mateo
TOTAL	\$560,000	48	

FISCAL IMPACT

Funding for this project is included in Board-approved budgets for the EV Ready Program and Member Agency Energy Grant Program.

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:

[Combined SM EVR.pdf](#)

RESOLUTION NO. _____

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

**APPROVAL OF THREE EV READY PROGRAM FUND RESERVATION AGREEMENTS,
PROVIDING APPROXIMATELY \$560,000 IN CUSTOMER 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, three EV Ready incentive applications ("Fund Reservation Agreements") were received by Peninsula Clean Energy in the prior month from a customer, the City of San Mateo, whose total incentive value will exceed \$250,000 in cumulative contract value this fiscal year; and

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

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to finalize and execute three customer Fund Reservation Agreements in the EV Ready program to provide incentives for an expected total of approximately \$560,000 in a form approved by the General Counsel.



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

Applicant First Name	Alex
Applicant Last Name	Khojikian
Title	City Manager
Organization	City of San Mateo
Email	akhojikian@cityofsanmateo.org
Phone Number	(REDACTED)
Proposed Site Address	200 FRANKLIN PARKWAY
City	SAN MATEO
Zip Code	94403
Service Agreement ID	(REDACTED)
Project ID	PROJ-170125-15148

EV Charging Infrastructure Project Description:

Project Type	Employee Parking
--------------	------------------

	Level 1 Outlets	Level 2 Outlets	Level 2 Charge Ports	Make Ready Ports
Submitted # Ports	0	0	18	0
Reserved Funds	\$0.00	\$0.00	\$90,000.00	\$0.00

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

Total Reserved Funds

\$250,000.00

Notes

MEMBER AGENCY GRANTS \$160,000.00

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

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

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

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

[DocuSign]

Applicant Signature

Date

Peninsula Clean Energy Representative Signature Title

Date

Peninsula Clean Energy EV Ready Program Terms and Conditions

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

and maintenance of any additional EVSP services.

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

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



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

Applicant First Name	Alex
Applicant Last Name	Khojikian
Title	City Manager
Organization	City of San Mateo
Email	akhojikian@cityofsanmateo.org
Phone Number	(REDACTED)
Proposed Site Address	330 W. 20 TH AVENUE
City	SAN MATEO
Zip Code	94403
Service Agreement ID	(REDACTED)
Project ID	PROJ-301024-14600

EV Charging Infrastructure Project Description:

Project Type	Employee Parking
--------------	------------------

	Level 1 Outlets	Level 2 Outlets	Level 2 Charge Ports	Make Ready Ports
Submitted # Ports	0	0	12	0
Reserved Funds	\$0.00	\$0.00	\$60,000.00	\$0.00

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

Total Reserved Funds

\$60,000.00

Notes

Gov EV \$60,000.00

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

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

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

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

[DocuSign]

Applicant Signature

Date

Peninsula Clean Energy Representative Signature Title

Date

Peninsula Clean Energy EV Ready Program Terms and Conditions

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

and maintenance of any additional EVSP services.

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

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



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

Applicant First Name	Alex
Applicant Last Name	Khojikian
Title	City Manager
Organization	City of San Mateo
Email	akhojikian@cityofsanmateo.org
Phone Number	(REDACTED)
Proposed Site Address	1949 PACIFIC BLVD
City	SAN MATEO
Zip Code	94403
Service Agreement ID	(REDACTED)
Project ID	PROJ-170125-15147

EV Charging Infrastructure Project Description:

Project Type	Employee Parking
--------------	------------------

	Level 1 Outlets	Level 2 Outlets	Level 2 Charge Ports	Make Ready Ports
Submitted # Ports	0	0	18	0
Reserved Funds	\$0.00	\$0.00	\$90,000.00	\$0.00

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

Total Reserved Funds

\$250,000.00

Notes

MEMBER AGENCY GRANTS \$160,000.00

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

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

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

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

[DocuSign]

Applicant Signature

Date

Peninsula Clean Energy Representative Signature Title

Date

Peninsula Clean Energy EV Ready Program Terms and Conditions

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

and maintenance of any additional EVSP services.

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

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



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: February 21, 2025
MEETING DATE: February 27, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Marc Hershman, Director of Government Affairs
SUBJECT: Approval of 2025 Legislative / Regulatory Policy Platform

RECOMMENDATION

Recommend Approval of the 2025 Legislative / Regulatory Policy Platform

BACKGROUND

Since 2016, the Peninsula Clean Energy Authority Board of Directors has adopted a Legislative and Regulatory Policy Platform (Policy 1) that provides direction to the organization on policy matters and enables the Board and staff to take expedient action in support of, or opposition to, legislation, regulation, or other policy initiatives related to Peninsula Clean Energy's mission and operations.

The nature of the legislative, regulatory, and policy environment frequently requires the ability to react quickly and nimbly to an onslaught of proposed changes. The Policy Platform provides staff with a clearly defined scope in which to operate and respond.

Policy 1 authorizes the CEO to take actions within the scope of the Policy Platform. These actions are then reported to the Board of Directors at its next meeting.

In late 2023, Peninsula Clean Energy staff undertook an extensive examination of all California CCAs' policy platforms. It was determined that PCE's platform was among the most extensive and encompassing in the State.

Changes to the Policy Platform adopted by the Board of Directors in 2024 reflect information obtained through the 2023 survey of other CCA platforms as well as suggestions made by members of the Peninsula Clean Energy Board of Directors and staff. The 2024 Regulatory / Legislative Policy Platform was adopted at the Board of Director's regularly scheduled meeting on January 25, 2024.

In the fall of 2024, as it does each fall, the Regulatory and Government Affairs Leads solicited input from their teams and from Peninsula Clean Energy department heads for suggested modifications to PCE's Policy Platform.

Staff-recommended modifications are then shared with the members of PCE's Ad Hoc Legislative Committee. That committee membership currently includes Directors Donna Colson, Rick DeGolia, Anders Fung and Marty Medina and former Peninsula Clean Energy Directors Pradeep Gupta and John Keener in advisory roles.

In February 2025 the Ad Hoc Legislative Committee met and discussed updates to the Policy Platform.

The modifications to the Policy Platform as presented to the Board of Directors for adoption reflect the recommendations of the Ad Hoc Legislative Committee.

DISCUSSION

Peninsula Clean Energy staff identified two changes to the 2024 Legislative / Regulatory Policy Platform that were approved by the Ad Hoc Legislative Committee and are recommended to the Board for adoption.

The first change is an administrative matter related to timeline for adoption. The Policy Platform currently calls for the Board of Directors to review and update the Policy Platform at its January Board meeting each year. This year, staff recognized that due to the many new members of the Peninsula Clean Energy Board of Directors, securing a quorum for the Board meeting could prove challenging. Several Board members had not been identified by their jurisdictions at the time the January meeting agenda and packet were prepared. Further, the orientation for new Board members was scheduled just prior to the February Board meeting.

It was determined that because there was no urgency in the Board's adoption of the Policy Platform, it would be in the best interest of the organization to continue the consideration of the Policy Platform, and the Board voted to continue consideration and adoption of the 2025 Policy Platform to February 2025.

While it is anticipated that the Policy Platform will be brought to the Board of Directors for consideration in January of most years, staff is seeking a change in the Policy Platform to allow flexibility so the Board can adopt the Policy Platform at any meeting during the first quarter of the new year.

This proposed change was endorsed by the members of the Ad Hoc Legislative Committee.

The underlying language can be found in the fifth paragraph of the Policy Platform's Overview and Purpose section.

Current language:

The Platform will be reviewed and updated annually and presented to the Board for consideration at its January meeting.

Proposed language:

The Platform will be reviewed and updated annually and presented to the Board for consideration during the first quarter of each calendar year.

The second proposed change is to paragraph d of Section VII, which concerns Local

Economic Development.

Current language:

1. Support efforts to enhance the development of local and regional sources of renewable energy, including but not limited to solar, wind, offshore wind, small hydro, and geothermal energy.

Proposed language:

1. Support efforts to enhance the development of local and regional sources of renewable energy.

It was the rationale of the Ad Hoc Legislative Committee that this plank of the platform is unnecessarily limiting. While the 2024 Policy Platform delineates specific sources of renewable energy, the term “renewable energy” is defined under California law. It is the recommendation of the Ad Hoc Legislative Committee that Peninsula Clean Energy’s Policy Platform on this issue should align with State law.

Please find attached to this report the 2024 Policy Platform, including the section that delegates authority to the Chief Executive Officer to take action to support or oppose legislation or other initiatives. Also attached is a redline version of the 2024 Policy Platform and a clean version of the recommended 2025 Policy Platform.

FISCAL IMPACT

There is no fiscal impact currently associated with this report.

ATTACHMENTS:

[2024-Legislative-and-Regulatory-Policy-Platform.pdf](#)

[Policy-01-Delegation-of-Authority-to-CEO-Legislative-Platform-January-2023.pdf](#)

[Peninsula Clean Energy Authority 2025 Reg_Leg Policy Platform.reordered - Clean.pdf](#)

[2024-25 Policy Platform - Redline.pdf](#)

RESOLUTION NO. _____

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

APPROVAL OF 2025 LEGISLATIVE / REGULATORY POLICY PLATFORM

RESOLVED, by the Peninsula Clean Energy Authority, that the 2025 Legislative / Regulatory Policy Platform is hereby adopted with the following changes to the 2024 Policy Platform:

The Overview and Purpose Section is revised to enable staff to bring the Policy Platform before the Board of Directors in the first quarter of the calendar year, rather than the current requirement that it must be brought to the Board at its January meeting; and

Section VII concerning Local Economic Development, paragraph (d), is amended to remove the named sources of renewable energy and replace with term "renewable energy" as that term is defined by California law.

Peninsula Clean Energy Authority 2024 Policy Platform

Overview and Purpose

Peninsula Clean Energy Authority's Policy Platform (Platform) serves as a guide to the Peninsula Clean Energy Board of Directors (Board) and Peninsula Clean Energy Staff (Staff) in their advocacy efforts and engagement on policy matters of interest to Peninsula Clean Energy.

The Platform provides a framework and guidance that allows both Board members and Staff to pursue and engage in legislative, regulatory, and administrative actions at the local, regional, state, and federal levels in a consistent manner and with the understanding that they are pursuing and engaging in actions in the best interest of Peninsula Clean Energy and its mission, its member agencies, and its customers.

The Platform also enables Peninsula Clean Energy to move swiftly to raise and respond to issues before the federal and state Legislative and Executive Branch agencies including the California Public Utilities Commission, the California Energy Commission, California Independent System Operator, and the California Air Resources Board so that Peninsula Clean Energy's views can be heard on important matters in a timely fashion.

The Platform also provides guidance to Peninsula Clean Energy's Chief Executive Officer on support or oppose positions that should be taken on legislative matters identified by the Staff regulatory lead, the Staff legislative lead, and the California Community Choice Association (CalCCA) Board of Directors.

The Platform will be reviewed and updated annually and presented to the Board for consideration at its January Board meeting.

I. Governance and Authority

- a. Support policies that make it easier for cities and counties to form a CCA, become members of Peninsula Clean Energy or other CCAs, and oppose policies that restrict that ability.
- b. Support policies that level the playing field and improve access of CCAs within state programs, including permitting CCAs to elect to administer funding overseen by state agencies.
- c. Support policies that encourage and expand public access to Peninsula Clean Energy meetings and enhance the attendance and participation of Peninsula Clean Energy's Directors at Peninsula Clean Energy meetings.
- d. Oppose policies that limit the local decision-making authority for Community Choice Aggregators (CCAs), including rate-setting authority and procurement of energy and capacity to serve their customers.
- e. Oppose policies that limit Peninsula Clean Energy's ability to effectively serve its customers.

II. Decarbonization

- a. Advocate for and support policy efforts to accelerate decarbonization of the energy sector, transportation, and the built environment.

- b. Advocate for and support the abolishment of ratepayer or taxpayer funded subsidies for fossil fuel production, distribution, equipment installation, and usage and oppose marginally greening fossil fuel supplies such as adding hydrogen in the methane gas system or investment in hydrogen for light duty vehicles.
- c. Advocate for and support policies to support and expand access to transportation electrification and building electrification, including funding for said electrification.
- d. Support policies that incorporate the social costs of carbon.
- e. Advocate for and support efforts to ensure flexibility in state and IOU program design so that local data and local needs directly inform program offerings.
- f. Advocate for and support legislative and regulatory efforts to provide incentives, including financial support, that enable and support underserved communities in achieving decarbonization.
- g. Support and advocate for policies to expand affordable customer financing options, such as tariff on-bill financing and credit enhancements, that promote the decarbonization and electrification of buildings. Support efforts to improve, streamline, expedite, and provide more cost-efficient electrical capacity upgrades for customers electrifying building and transportation uses.

III. Rates, IOU Charges and Exit Fees (Power Charge Indifference Adjustment (PCIA))

- a. Support efforts to ensure energy affordability and equity in customer rates, including containment of transmission and distribution rate increases and other added fees.
- b. Support efforts that seek to eliminate exit fees including the PCIA or wind down exit fees within a reasonable time frame.
- c. Support efforts to minimize the cost of the PCIA generally and minimize its impact on Peninsula Clean Energy's rates.
- d. Support efforts, including CalCCA's efforts, to increase the transparency of IOU electricity contracts that provide the basis for PCIA charges.
- e. Support policies that would bring stability to the PCIA and/or provide new mechanisms for CCAs to securitize PCIA charges.
- f. Advocate for policies that do not penalize ratepayers for taking service from a CCA over another load-serving entity (LSE).
- g. Oppose policies that would increase or expand exit fees and regressive fees on CCA customers.

IV. Power Procurement & Grid Reliability

- a. Support reform of the CPUC resource adequacy program to allow for stability in the resource adequacy value of existing resources.
- b. Support policies that advance and accelerate the delivery of carbon free and renewable energy on a 24/7 basis.
- c. Support policies that value the resource adequacy contribution of solar, wind and storage resources.
- d. Advocate for and support efforts to remove barriers to demand response, microgrids and behind the meter resources to provide Resource Adequacy.
- e. Support policies that help proliferate Long Duration Energy Storage, including adequate planning for variation in weather patterns.
- f. Oppose policies that would supplant or reduce CCAs' procurement authority.

- g. Oppose unreasonable fixed charges and support measures that make solar affordable and decrease customer's bills.

V. Environmental Justice & Affordability

- a. Support rate designs and other policies that lower customer costs and improve the economics of decarbonization.
- b. Support policies that improve the ability of underserved communities in the Peninsula Clean Energy service territory to have affordable, reliable, and clean energy.
- c. Support policies that strengthen the resilience of vulnerable communities to the impacts of climate change.
- d. Support policies that enable all communities, including emerging and historically marginalized communities in California, to participate in and benefit from decarbonization efforts.

VI. Community Resilience

- a. Advocate for and support funding for programs implemented by CCAs and their member jurisdictions to increase community resilience to wildfires, PSPS events, other potential service disruptions, and climate change impacts.
- b. Support policies that reduce barriers to microgrid development by CCAs.
- c. Support policies that increase development of community-level resources and distributed energy resources that improve resilience and reduce the need for new transmission and distribution infrastructure, including expansion of rooftop and community solar.
- d. Oppose policies that would enable IOUs to be the sole developer of microgrids.

VII. Local Economic Development

- a. Support policies that are consistent with and oppose policies that are not consistent with Peninsula Clean Energy's commitment to a sustainable workforce.
- b. Support policies that enhance opportunities for CCAs to promote local economic development through locally designed programs that meet the unique needs of their member agencies, communities, and customers.
- c. Support policies that assist transitioning workforces and new workforce development into clean energy fields.
- d. Support efforts to enhance the development of local and regional sources of renewable energy, including but not limited to solar, wind, offshore wind, small hydro, and geothermal energy.
- e. Support policies that enable CCAs to collaborate with their member jurisdictions on local energy resources and projects to advance environmental objectives.
- f. Advocate for and support efforts to direct federal economic stimulus/recovery funding to CCAs to deliver local energy resources and projects, as appropriate.

VIII. California Energy Market Structure

- a. Support policies that would create renewable content and environmental standards for electric service providers to match the products offered by CCAs.

- b. Support policies that change California's market structures towards innovative models that reduce costs of energy service and supports the expansion of carbon-free resources.
- c. Engage in discussions and track policy efforts to create a multi-state regional transmission system to ensure that it increases supply availability and reliability for California energy customers, recognizes California's influence in its governance structure, and advances California's clean energy policies and goals.
- d. Support policies that expedite grid interconnections and energization of electrical services including utility scale and distributed interconnections to new generation sources, and new and existing service upgrades for utility customers.
- e. Support policies that fully value distributed energy resources.
- f. Support policies that provide flexibility in renewable energy tracking systems and modernize tracking system technology.
- g. Support policies that allow for more timely availability of load data to CCAs.
- h. Support policies to streamline regulatory reporting and reduce duplicative reporting requests.
- i. Oppose policies that expand direct access or the ability or economic incentives for electric service providers to selectively recruit CCA or IOU customers.

Delegation of authority to Chief Executive Officer to take action to publicly support or oppose legislation, regulation, or other initiatives.

Overview and Purpose

On occasion, the Chief Executive Officer is approached with a time-sensitive request to sign a public letter of support for (or opposition to) legislation, regulation, or other initiatives related to Peninsula Clean Energy's mission. This policy is intended to delegate authority to the Chief Executive Officer to take necessary action to provide that support (or opposition) so long as such position is consistent with Peninsula Clean Energy's Board-adopted Legislative and Regulatory Policy Platform.

Peninsula Clean Energy hereby delegates its authority to the Chief Executive Officer to sign documents or other materials on behalf of Peninsula Clean Energy, when all of the following conditions are met:

1. The legislation, regulation, or other initiative is directly related to, and consistent with Peninsula Clean Energy's Board-approved Legislative and Regulatory Policy Platform.
2. The Chief Executive Officer has investigated the positions of (1) other California CCAs; (2) state and federal legislators representing San Mateo County and its cities; and (3) the County of San Mateo and its cities, understands the range of opinions on the legislation, regulation, or initiative and has considered those opinions in determining whether and how to take a position.
3. The Chief Executive Officer has conferred with the staff legislative and/or regulatory lead and both agree that the position that the Chief Executive Officer intends to take is consistent with the Legislative and Regulatory Policy Platform adopted by the Board of Peninsula Clean Energy.
4. If a subject comes before the Chief Executive Officer or staff legislative lead or staff regulatory lead that the Legislative and Regulatory Policy Platform does not cover, the Chief Executive Officer shall confer with the legislative subcommittee, time permitting, with the Chair of the Board of Directors, or the Vice-Chair, if the Chair is unavailable, prior to taking any position on the matter. If both the Chief Executive Officer and the Chair, Vice-Chair, or legislative subcommittee, as relevant based upon availability and timing, agree that: (a) the position that the Chief Executive Officer intends to take is consistent with the Legislative and Regulatory Policy Platform or the mission of Peninsula Clean Energy then the Chief Executive Officer may take the position.

The Chief Executive Officer or staff legislative lead or staff regulatory lead shall report any position taken pursuant to this policy at the next regularly scheduled Board of Directors meeting as part of

the Chief Executive Officer Report or as part of the report prepared by the staff legislative lead or staff regulatory lead. The Chief Executive Officer or staff legislative lead or staff regulatory lead shall also ensure that the Board of Directors is provided with a copy of the letter or document communicating Peninsula Clean Energy's position on the legislation, regulation, or initiative.

Peninsula Clean Energy Authority 2025 Policy Platform

Overview and Purpose

Peninsula Clean Energy Authority's Policy Platform (Platform) serves as a guide to the Peninsula Clean Energy Board of Directors (Board) and Peninsula Clean Energy Staff (Staff) in their advocacy efforts and engagement on policy matters of interest to Peninsula Clean Energy.

The Platform provides a framework and guidance that allows both Board members and Staff to pursue and engage in legislative, regulatory, and administrative actions at the local, regional, state, and federal levels in a consistent manner and with the understanding that they are pursuing and engaging in actions in the best interest of Peninsula Clean Energy and its mission, its member agencies, and its customers.

The Platform also enables Peninsula Clean Energy to move swiftly to raise and respond to issues before the federal and state Legislative and Executive Branch agencies including the California Public Utilities Commission, the California Energy Commission, California Independent System Operator, and the California Air Resources Board so that Peninsula Clean Energy's views can be heard on important matters in a timely fashion.

The Platform also provides guidance to Peninsula Clean Energy's Chief Executive Officer on support or oppose positions that should be taken on legislative matters identified by the Staff regulatory lead, the Staff legislative lead, and the California Community Choice Association (CalCCA) Board of Directors.

The Platform will be reviewed and updated annually and presented to the Board for consideration during the first quarter of each calendar year.

I. Governance and Authority

- a. Support policies that make it easier for cities and counties to form a CCA, become members of Peninsula Clean Energy or other CCAs, and oppose policies that restrict that ability.
- b. Support policies that level the playing field and improve access of CCAs within state programs, including permitting CCAs to elect to administer funding overseen by state agencies.
- c. Support policies that encourage and expand public access to Peninsula Clean Energy meetings and enhance the attendance and participation of Peninsula Clean Energy's Directors at Peninsula Clean Energy meetings.
- d. Oppose policies that limit the local decision-making authority for Community Choice Aggregators (CCAs), including rate-setting authority and procurement of energy and capacity to serve their customers.
- e. Oppose policies that limit Peninsula Clean Energy's ability to effectively serve its customers.

II. Decarbonization

- a. Advocate for and support policy efforts to accelerate decarbonization of the energy sector, transportation, and the built environment.
- b. Advocate for and support the abolishment of ratepayer or taxpayer funded subsidies for fossil fuel production, distribution, equipment installation, and usage and oppose marginally greening fossil fuel supplies such as adding hydrogen in the methane gas system or investment in hydrogen for light duty vehicles.

- c. Advocate for and support policies to support and expand access to transportation electrification and building electrification, including funding for said electrification.
- d. Support policies that incorporate the social costs of carbon.
- e. Advocate for and support efforts to ensure flexibility in state and IOU program design so that local data and local needs directly inform program offerings.
- f. Advocate for and support legislative and regulatory efforts to provide incentives, including financial support, that enable and support underserved communities in achieving decarbonization.
- g. Support and advocate for policies to expand affordable customer financing options, such as tariff on-bill financing and credit enhancements, that promote the decarbonization and electrification of buildings. Support efforts to improve, streamline, expedite, and provide more cost-efficient electrical capacity upgrades for customers electrifying building and transportation uses.

III. Rates, IOU Charges and Exit Fees (Power Charge Indifference Adjustment (PCIA))

- a. Support efforts to ensure energy affordability and equity in customer rates, including containment of transmission and distribution rate increases and other added fees.
- b. Support efforts that seek to eliminate exit fees including the PCIA or wind down exit fees within a reasonable time frame.
- c. Support efforts to minimize the cost of the PCIA generally and minimize its impact on Peninsula Clean Energy's rates.
- d. Support efforts, including CalCCA's efforts, to increase the transparency of IOU electricity contracts that provide the basis for PCIA charges.
- e. Support policies that would bring stability to the PCIA and/or provide new mechanisms for CCAs to securitize PCIA charges.
- f. Advocate for policies that do not penalize ratepayers for taking service from a CCA over another load-serving entity (LSE).
- g. Oppose policies that would increase or expand exit fees and regressive fees on CCA customers.

IV. Power Procurement & Grid Reliability

- a. Support reform of the CPUC resource adequacy program to allow for stability in the resource adequacy value of existing resources.
- b. Support policies that advance and accelerate the delivery of carbon free and renewable energy on a 24/7 basis.
- c. Support policies that value the resource adequacy contribution of solar, wind and storage resources.
- d. Advocate for and support efforts to remove barriers to demand response, microgrids and behind the meter resources to provide Resource Adequacy.
- e. Support policies that help proliferate Long Duration Energy Storage, including adequate planning for variation in weather patterns.
- f. Oppose policies that would supplant or reduce CCAs' procurement authority.
- g. Oppose unreasonable fixed charges and support measures that make solar affordable and decrease customer's bills.

V. Environmental Justice & Affordability

- a. Support rate designs and other policies that lower customer costs and improve the economics of decarbonization.
- b. Support policies that improve the ability of underserved communities in the Peninsula Clean Energy service territory to have affordable, reliable, and clean energy.
- c. Support policies that strengthen the resilience of vulnerable communities to the impacts of climate change.
- d. Support policies that enable all communities, including emerging and historically marginalized communities in California, to participate in and benefit from decarbonization efforts.

VI. Community Resilience

- a. Advocate for and support funding for programs implemented by CCAs and their member jurisdictions to increase community resilience to wildfires, PSPS events, other potential service disruptions, and climate change impacts.
- b. Support policies that reduce barriers to microgrid development by CCAs.
- c. Support policies that increase development of community-level resources and distributed energy resources that improve resilience and reduce the need for new transmission and distribution infrastructure, including expansion of rooftop and community solar.
- d. Oppose policies that would enable IOUs to be the sole developer of microgrids.

VII. Local Economic Development

- a. Support policies that are consistent with and oppose policies that are not consistent with Peninsula Clean Energy's commitment to a sustainable workforce.
- b. Support policies that enhance opportunities for CCAs to promote local economic development through locally designed programs that meet the unique needs of their member agencies, communities, and customers.
- c. Support policies that assist transitioning workforces and new workforce development into clean energy fields.
- d. Support efforts to enhance the development of local and regional sources of renewable energy.
- e. Support policies that enable CCAs to collaborate with their member jurisdictions on local energy resources and projects to advance environmental objectives.
- f. Advocate for and support efforts to direct federal economic stimulus/recovery funding to CCAs to deliver local energy resources and projects, as appropriate.

VIII. California Energy Market Structure

- a. Support policies that would create renewable content and environmental standards for electric service providers to match the products offered by CCAs.
- b. Support policies that change California's market structures towards innovative models that reduce costs of energy service and supports the expansion of carbon-free resources.

- c. Engage in discussions and track policy efforts to create a multi-state regional transmission system to ensure that it increases supply availability and reliability for California energy customers, recognizes California's influence in its governance structure, and advances California's clean energy policies and goals.
- d. Support policies that expedite grid interconnections and energization of electrical services including utility scale and distributed interconnections to new generation sources, and new and existing service upgrades for utility customers.
- e. Support policies that fully value distributed energy resources.
- f. Support policies that provide flexibility in renewable energy tracking systems and modernize tracking system technology.
- g. Support policies that allow for more timely availability of load data to CCAs.
- h. Support policies to streamline regulatory reporting and reduce duplicative reporting requests.
- i. Oppose policies that expand direct access or the ability or economic incentives for electric service providers to selectively recruit CCA or IOU customers.

Peninsula Clean Energy Authority 2024~~25~~ Policy Platform

Overview and Purpose

Peninsula Clean Energy Authority's Policy Platform (Platform) serves as a guide to the Peninsula Clean Energy Board of Directors (Board) and Peninsula Clean Energy Staff (Staff) in their advocacy efforts and engagement on policy matters of interest to Peninsula Clean Energy.

The Platform provides a framework and guidance that allows both Board members and Staff to pursue and engage in legislative, regulatory, and administrative actions at the local, regional, state, and federal levels in a consistent manner and with the understanding that they are pursuing and engaging in actions in the best interest of Peninsula Clean Energy and its mission, its member agencies, and its customers.

The Platform also enables Peninsula Clean Energy to move swiftly to raise and respond to issues before the federal and state Legislative and Executive Branch agencies including the California Public Utilities Commission, the California Energy Commission, California Independent System Operator, and the California Air Resources Board so that Peninsula Clean Energy's views can be heard on important matters in a timely fashion.

The Platform also provides guidance to Peninsula Clean Energy's Chief Executive Officer on support or oppose positions that should be taken on legislative matters identified by the Staff regulatory lead, the Staff legislative lead, and the California Community Choice Association (CalCCA) Board of Directors.

The Platform will be reviewed and updated annually and presented to the Board for consideration during the first quarter of each calendar year at its January Board meeting.

I. Governance and Authority

- a. Support policies that make it easier for cities and counties to form a CCA, become members of Peninsula Clean Energy or other CCAs, and oppose policies that restrict that ability.
- b. Support policies that level the playing field and improve access of CCAs within state programs, including permitting CCAs to elect to administer funding overseen by state agencies.
- c. Support policies that encourage and expand public access to Peninsula Clean Energy meetings and enhance the attendance and participation of Peninsula Clean Energy's Directors at Peninsula Clean Energy meetings.
- d. Oppose policies that limit the local decision-making authority for Community Choice Aggregators (CCAs), including rate-setting authority and procurement of energy and capacity to serve their customers.
- e. Oppose policies that limit Peninsula Clean Energy's ability to effectively serve its customers.

II. Decarbonization

- a. Advocate for and support policy efforts to accelerate decarbonization of the energy sector, transportation, and the built environment.
- b. Advocate for and support the abolishment of ratepayer or taxpayer funded subsidies for fossil fuel production, distribution, equipment installation, and usage and oppose marginally greening fossil fuel supplies such as adding hydrogen in the methane gas system or investment in hydrogen for light duty vehicles.

- c. Advocate for and support policies to support and expand access to transportation electrification and building electrification, including funding for said electrification.
- d. Support policies that incorporate the social costs of carbon.
- e. Advocate for and support efforts to ensure flexibility in state and IOU program design so that local data and local needs directly inform program offerings.
- f. Advocate for and support legislative and regulatory efforts to provide incentives, including financial support, that enable and support underserved communities in achieving decarbonization.
- g. Support and advocate for policies to expand affordable customer financing options, such as tariff on-bill financing and credit enhancements, that promote the decarbonization and electrification of buildings. Support efforts to improve, streamline, expedite, and provide more cost-efficient electrical capacity upgrades for customers electrifying building and transportation uses.

III. Rates, IOU Charges and Exit Fees (Power Charge Indifference Adjustment (PCIA))

- a. Support efforts to ensure energy affordability and equity in customer rates, including containment of transmission and distribution rate increases and other added fees.
- b. Support efforts that seek to eliminate exit fees including the PCIA or wind down exit fees within a reasonable time frame.
- c. Support efforts to minimize the cost of the PCIA generally and minimize its impact on Peninsula Clean Energy's rates.
- d. Support efforts, including CalCCA's efforts, to increase the transparency of IOU electricity contracts that provide the basis for PCIA charges.
- e. Support policies that would bring stability to the PCIA and/or provide new mechanisms for CCAs to securitize PCIA charges.
- f. Advocate for policies that do not penalize ratepayers for taking service from a CCA over another load-serving entity (LSE).
- g. Oppose policies that would increase or expand exit fees and regressive fees on CCA customers.

IV. Power Procurement & Grid Reliability

- a. Support reform of the CPUC resource adequacy program to allow for stability in the resource adequacy value of existing resources.
- b. Support policies that advance and accelerate the delivery of carbon free and renewable energy on a 24/7 basis.
- c. Support policies that value the resource adequacy contribution of solar, wind and storage resources.
- d. Advocate for and support efforts to remove barriers to demand response, microgrids and behind the meter resources to provide Resource Adequacy.
- e. Support policies that help proliferate Long Duration Energy Storage, including adequate planning for variation in weather patterns.
- f. Oppose policies that would supplant or reduce CCAs' procurement authority.
- g. Oppose unreasonable fixed charges and support measures that make solar affordable and decrease customer's bills.

V. Environmental Justice & Affordability

- a. Support rate designs and other policies that lower customer costs and improve the economics of decarbonization.
- b. Support policies that improve the ability of underserved communities in the Peninsula Clean Energy service territory to have affordable, reliable, and clean energy.
- c. Support policies that strengthen the resilience of vulnerable communities to the impacts of climate change.
- d. Support policies that enable all communities, including emerging and historically marginalized communities in California, to participate in and benefit from decarbonization efforts.

VI. Community Resilience

- a. Advocate for and support funding for programs implemented by CCAs and their member jurisdictions to increase community resilience to wildfires, PSPS events, other potential service disruptions, and climate change impacts.
- b. Support policies that reduce barriers to microgrid development by CCAs.
- c. Support policies that increase development of community-level resources and distributed energy resources that improve resilience and reduce the need for new transmission and distribution infrastructure, including expansion of rooftop and community solar.
- d. Oppose policies that would enable IOUs to be the sole developer of microgrids.

VII. Local Economic Development

- a. Support policies that are consistent with and oppose policies that are not consistent with Peninsula Clean Energy's commitment to a sustainable workforce.
- b. Support policies that enhance opportunities for CCAs to promote local economic development through locally designed programs that meet the unique needs of their member agencies, communities, and customers.
- c. Support policies that assist transitioning workforces and new workforce development into clean energy fields.
- d. Support efforts to enhance the development of local and regional sources of renewable energy, ~~including but not limited to solar, wind, offshore wind, small hydro, and geothermal energy.~~
- e. Support policies that enable CCAs to collaborate with their member jurisdictions on local energy resources and projects to advance environmental objectives.
- f. Advocate for and support efforts to direct federal economic stimulus/recovery funding to CCAs to deliver local energy resources and projects, as appropriate.

VIII. California Energy Market Structure

- a. Support policies that would create renewable content and environmental standards for electric service providers to match the products offered by CCAs.

- b. Support policies that change California's market structures towards innovative models that reduce costs of energy service and supports the expansion of carbon-free resources.
- c. Engage in discussions and track policy efforts to create a multi-state regional transmission system to ensure that it increases supply availability and reliability for California energy customers, recognizes California's influence in its governance structure, and advances California's clean energy policies and goals.
- d. Support policies that expedite grid interconnections and energization of electrical services including utility scale and distributed interconnections to new generation sources, and new and existing service upgrades for utility customers.
- e. Support policies that fully value distributed energy resources.
- f. Support policies that provide flexibility in renewable energy tracking systems and modernize tracking system technology.
- g. Support policies that allow for more timely availability of load data to CCAs.
- h. Support policies to streamline regulatory reporting and reduce duplicative reporting requests.
- i. Oppose policies that expand direct access or the ability or economic incentives for electric service providers to selectively recruit CCA or IOU customers.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 21, 2025
MEETING DATE: February 27, 2025
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Brianna Arroyo, Interim Board Clerk
SUBJECT: Approval of Minutes from the January 23, 2025 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the January 23, 2025 Board of Directors Meeting

BACKGROUND

Approval of Minutes from the January 23, 2025 Board of Directors Meeting

ATTACHMENTS:

[01-23-2025 BOD Draft Minutes.pdf](#)

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

Thursday, January 23, 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 and in the Los Banos City Hall conference room A.

SWEARING IN OF NEW BOARD MEMBER

Jennifer Stalzer, General Counsel, presided over a swearing-in ceremony for new Board Member, Lisa Gauthier from the County of San Mateo.

ROLL CALL

Participating:

Lisa Gauthier, San Mateo County
Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Chair*
Ken Gonzalez, Colma
Roderick Daus-Magbual, Daly City
Carlos Romero, East Palo Alto
Stacy Jimenez, Foster City
Leslie Ragsdale, Hillsborough
Betsy Nash, Menlo Park
Christine Boles, Pacifica
Craig Taylor, Portola Valley
Elmer Martinez Saballos, Redwood City
Marty Medina, San Bruno, *Vice Chair*
Adam Loraine, San Mateo

Absent:

San Mateo County
Half Moon Bay
Los Banos
Anders Fung, Millbrae
John Dugan, San Carlos
James Coleman, South San Francisco
Woodside

A quorum was established.

PUBLIC COMMENT

None

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS



Public Comment: None

MOTION: Director DeGolia moved, seconded by Vice Chair Medina to set the Agenda, and approve Agenda Item Numbers 1-3.

1. Resolution to Honor the Service of Community Advisory Committee Member Desiree Thayer
2. Recommend Continuance of 2025 Regulatory / Legislative Policy Platform
3. Approval of Minutes from the December 19, 2024 Board of Directors Meeting

MOTION PASSED: 16-0 (Absent: San Mateo County, Half Moon Bay, Los Banos, Millbrae, San Carlos, South San Francisco, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director				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				X
Hillsborough	Director Ragsdale	X			
Los Banos	Director				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				X
	Total	16			7

REGULAR AGENDA

4. [Chair Report](#)

Chair Colson gave a brief Chair report.

5. [CEO Report](#)

Shawn Marshall, Chief Executive Officer, gave a brief CEO report.

Public Comment: David Mauro

6. [Community Advisory Committee Report](#)

Jason Mendelson, Community Advisory Committee (CAC) Chair, gave a brief report on the January 9, 2025 CAC meeting.

7. [Approval of Phase One/Strategic Policies of Peninsula Clean Energy's 2026-2030 Strategic Planning Process \(Action\)](#)

Lester Olmstead-Rose, Partner at La Piana Consulting, gave a presentation on Phase One of the 2026-2030 Strategic Planning Process.

Public Comment: Rick Bonilla, Tygarjas Bigstyck

MOTION: Director Taylor moved, seconded by Director McCune to approve Phase One, inclusive of three proposed strategic policies, for Peninsula Clean Energy's 2026-2030 strategic planning process with the inclusion of suggested language changes from the discussion.

INCORPORATED INTO THE MOTION WITH THE CONSENT OF THE MAKER AND SECDONER to approve the three proposed strategic policies in principle and return with revised language based on the discussion at the January 23, 2025 Board meeting.

MOTION AS AMENDED RESTATED: Director Taylor moved, seconded by Director McCune to approve Phase One, inclusive of three proposed strategic policies, in principle, for Peninsula Clean Energy's 2026-2030 strategic planning process and to return with revised language based on the discussion at the January 23, 2025 Board meeting.

MOTION AS AMENDED PASSED: 16-0 (Absent: San Mateo County, Half Moon Bay, Los Banos, Millbrae, San Carlos, South San Francisco, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director				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				X
Hillsborough	Director Ragsdale	X			
Los Banos	Director				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				X
Total		16			7

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

Nick Bijur, Chief Financial Officer, and Justin Kudo, Associate Director, Strategic Analysis & Rates, gave a presentation on updates to Peninsula Clean Energy's rates.

Public Comment: Rick Bonilla

MOTION: Director Romero moved, seconded by Director Taylor to approve staff's proposal to recalculate ECOplus rates to be set at a net 10% discount to PG&E generation rates, which would decrease Peninsula Clean Energy (PCE) rates by an average of \$0.00696/kWh, effective February 1, 2025, or as soon thereafter as can be implemented.

MOTION PASSED: 16-0 (Absent: San Mateo County, Half Moon Bay, Los Banos, Millbrae, San Carlos, South San Francisco, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Gauthier	X			
San Mateo County	Director				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				X
Hillsborough	Director Ragsdale	X			
Los Banos	Director				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				X
	Total	16			7

9. [Board Members' Reports](#)

Director Loraine gave a brief report on the San Mateo City Council reach code amendment adoptions.

Director Roderick invited the Board to the Daly City Lunar celebration.

ADJOURNMENT

Meeting was adjourned at 8:46 p.m.



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: February 21, 2025
MEETING DATE: February 27, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee
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: New Board member orientation; Battery storage FAQ; CA Legislative update; Federal Administration Impacts; Call Center stats; Office facilities update; and the Quarter ahead.

New PCE Board Member and Alternate Orientation

Welcome to our eight new Board members and alternates! PCE briefing meetings with new Board members and their alternates have been completed or are scheduled to be complete by February 27th in advance of the group orientation session that will focus on PCE's departments and 2025 key initiatives as well as Board member policies and logistics. Each new Board member has been assigned a Board buddy/mentor (thanks to our volunteers) for extra help if needed, and Shawn will be hosting office hours from 10:30 am - Noon on the day of each Board meeting should Board members have questions in advance of the meeting.

Battery Storage FAQ

In the aftermath of the battery fire at the Moss Landing facility in Monterey County, staff prepared the attached FAQ document to inform the PCE Board and members of the public about current battery technology, enhanced safety standards, and PCE's use of batteries in our power portfolio. Special thanks to Sara Maata, Roy Xu and Gwen Rose for their joint effort on this. We will post the FAQ on our website and you are encouraged to share it with your city/county colleagues as appropriate.

PCE In the Community

February 27	Chamber of San Mateo County 127th Annual Awards & Recognition, San Carlos
March 7	Arbor Day Celebration, Los Banos
March 11	Merced County Community Action Agency, Los Banos
March 12	Pacheco High School College & Career Day, Los Banos
March 14	Los Banos High School Career Fair Day, Los Banos
March 14	College of San Mateo Sustainable Careers Fair, San Mateo County
March 15	Four Rivers Natural History Association (FNRHA), Los Banos
March 30	Climate & Sustainability Committee Presentation on Electrification, Woodside

PCE Staffing Update

Please Welcome to Our Team...

Lauren Dineen, Power Resources Specialist

There are no open positions posted at this time.

ATTACHMENTS:

[BESS FAQ.pdf](#)

Battery Energy Storage System (BESS) FAQs

Why are batteries needed for the grid?

Batteries store excess electricity—mostly from solar—for use when needed, such as in the evening or during outages. They reduce emissions, lower costs, and improve grid reliability by providing power during peak demand.

What are some known facts about the Moss Landing Fire?

The Moss Landing fire involved older Nickel Manganese Cobalt (NMC) batteries, which are more prone to overheating. The batteries that caught on fire were all located in a single building, making fire containment difficult. The facility was built before National Fire Protection Association Standard 855 (NFPA 855) was established. Today, newer lithium iron phosphate (LFP) batteries offer greater stability and enhanced fire safety.

Does PCE contract with any utility-scale battery systems?

PCE does have utility-scale battery projects in California; these systems use safer lithium iron phosphate (LFP) chemistry, have advanced fire safety systems, and meet modern regulations, making a similar incident highly unlikely. See our map of contracted and online projects here [\[link here\]](#).

Is PCE planning to contract more battery storage projects and how will it ensure it is done safely?

Yes. PCE is evaluating both small and utility-scale battery projects, and we prioritize safety by adhering to the latest local, state, and national standards. All projects will meet the latest safety standards, use LFP batteries, be located in a containerized – not building – enclosure, and follow strict fire prevention measures set forth by NFPA 855.

Are any large battery projects planned in PCE's service area?

There are currently no operating utility-scale battery storage facilities in PCE's service area. MCE, another local energy provider, has contracted a utility-scale battery project in Daly City, expected to come online in 2026. It will use LFP chemistry and follow modern safety standards. Other utility-scale battery projects are proposed in PCE's service territory and all will complete local permitting processes before implementation.

What about smaller battery projects?

PCE is considering adding new LFP-based battery storage to up to 40 small sites through its Gov PV initiative. Additionally, over 5,000 home battery systems (e.g., Tesla Powerwalls) are already in use in our service area.

Why is battery storage important for PCE?

Batteries store solar energy for later use (such as in the evening hours), improving energy reliability, reducing emissions, and lowering costs. Batteries also provide critical backup power during outages and reduce reliance on fossil fuel plants.

How does Assembly Bill 303 impact battery storage?

If passed, AB 303 would restrict battery projects near homes and sensitive sites. PCE supports safe, well-regulated battery deployment rather than broad-brush restrictions, as storage is essential for grid reliability and emissions reduction.

Do Moss Landing's operators run battery projects in PCE's territory?

No. The Moss Landing facility is owned by Vistra, who does not operate in PCE's service area. PCE's battery projects are developed by other providers using safer LFP technology.

Where can I learn more about battery storage safety?

Visit Vistra's Moss Landing Response Site [\[link here\]](#) or the National Fire Protection Association (NFPA) [\[link here\]](#) for more details.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 21, 2025

MEETING DATE: February 27, 2025

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Peter Levitt, Senior Programs Manager, Distributed Energy Resources

SUBJECT: Approval of Solar+Storage for Public Buildings ("Gov PV") Program Contract Amendment with McMillan Electric to Increase The Not-To-Exceed Contract Limit By \$7 Million for a Total of \$30 Million for New Battery and EV Charging Systems at Public Facilities and Associated Power Purchase Agreements (Action)

RECOMMENDATION

Delegate authority to the Chief Executive Officer to finalize and execute, in a form approved by the General Counsel, the amended agreement with McMillan Electric adding battery storage installations and EV charging at current and future solar sites, increasing the contract by \$7,000,000 for a total not to exceed amount of \$30,000,000; and to execute the associated Power Purchase Agreement (PPA) amendments, in forms approved by the General Counsel, for the deployment of solar, battery, and EV charging systems.

BACKGROUND

Peninsula Clean Energy's mission is to reduce greenhouse gas emissions by expanding access to sustainable and affordable energy solutions. As part of PCE's Solar+Storage for Public Buildings Program, also referred to as "GovPV," PCE has a portfolio of 36 solar installation projects in various stages of construction for a total of approximately 5.3 megawatts (MW) of solar capacity in its service territory. Participating agencies are expected to save over \$45,000,000 over the lifetimes of these systems; more if PG&E rates continue to escalate as they have in recent years.

Participating agencies sign a power purchase agreement (PPA) with PCE, paying for the power received with the installation costs amortized over 20 years. Peninsula Clean Energy provides site assessments, design, interconnection, procurement, financing, construction, operations and maintenance (O&M) for projects. Peninsula Clean Energy also secures the Investment Tax Credits through the Inflation Reduction Act's Elective Pay mechanism. Because of economies of scale and low cost of capital, PCE is able to deliver the services in a market segment not well served by large commercial systems installers. The PPA price recovers Peninsula Clean Energy's costs for deploying systems, which enables future

program investments. At the end of the 20-year PPA terms, site owners may elect to assume ownership of the systems at fair market value and derive material further savings, extend the contract with PCE, or may request removal of the systems at no cost.

Engineering, equipment procurement, construction and maintenance of the sites is provided by McMillan Electric, under a contract for \$23 million approved by the Board in January 2024 following a competitive solicitation. McMillan is a San Francisco-based union commercial electrical contractor and has performed very favorably. The current contract only provides for solar projects; however, it has always been intended that this work would expand to include battery energy storage and other electrification work.

The 36 participating facilities cover 17 member agencies enrolled in two rounds and include community centers, city halls, libraries, corporation yards, wastewater treatment plants, aquatics centers, and others. The first round of projects was initially developed with a different firm contracted in 2023, but those projects transferred to McMillan when the first firm encountered material financial challenges. Of the program's first cohort of 12 projects, six are fully operational, one is completing construction this month, and five are complete but awaiting interconnection approval by PG&E, which is often a very lengthy process. The second cohort (Round 2) of 24 projects is currently in final design phase and PPA execution with customers.

These GovPV solar projects are on-track for completion by April 2026. This will ensure that each solar array is grandfathered into the Net Energy Metering "NEM 2" tariff, which provides very attractive economics for solar projects, maximizing the bill savings afforded to each participating agency.

This program is aligned with direction the Board approved in January 2025 as part of 2026-2030 strategic planning process:

Over the next five years, PCE will prioritize efforts to accelerate the development of carbon-free distributed energy resources (DERs) in order to support further innovation and market transformation of distributed energy technologies, accelerate greenhouse gas (GHG) reductions, and provide customer and community resilience

DISCUSSION

Adding batteries to some of the GOV PV facilities for resilience has been a goal of the program since inception, and all sites have been designed to be battery ready. The NEM2 grandfathering process requires the solar systems be brought online before the batteries can be added. Now that Round 1 projects are nearing completion, the battery projects are ready to advance for three sites without backup power (Brisbane Mission Blue Center, Colma Community Center, and Pacifica Community Center). In addition, batteries have been prospectively scoped for up to 19 of the sites in Round 2 as identified in the table below. The PCE Programs team has been working with McMillan Electric to investigate battery designs and equipment with customers to confirm their interest in batteries and with existing legal counsel to develop the necessary amendments to the Engineering, Procurement, and Construction ("EPC") and PPA agreements to enable the addition of batteries.

Additionally, updates were made to the state building codes, which now require electrical vehicle chargers and EV-capable parking spots to be enabled at parking lots that are adding solar on carports. In order to comply with this code, sufficient scope for this work has been added into the contract amendment with McMillan.

Finally, some late site additions are being considered for sites that have NEM 2 interconnection applications and were not able to execute with partnerships unrelated to PCE.

EPC Contract Key Elements

The amended contract has substantially similar terms to the original contract for solar installation. The key aspects of the EPC amendment include:

1. A gated Notice to Proceed (NTP) approach by which Peninsula Clean Energy can manage project development risk through a series of designated “go/no-go” steps.
2. Milestone-based payment schedule based on meeting specific project development deliverables for battery projects and electrification infrastructure projects, specifically EV chargers
3. Penalty payments for missing key project development deliverables
4. An uptime guarantee in addition to a specified performance guarantee for the battery equipment mirroring the battery warranty provided by the Original Equipment Manufacturer (OEM)
5. A one-year workmanship warranty for all work
6. A specified Operations and Maintenance (O&M) price for operations and maintenance of the battery systems
7. Provisions for managing Change Orders should improvements to designs be determined or changes deemed necessary during final design and installation process, inclusive of provisions for Peninsula Clean Energy to review and approve any changes
8. A monitoring system for access by both Peninsula Clean Energy and individual site hosts with information on system performance
9. Minimum insurance requirements as advised by Peninsula Clean Energy’s insurance broker
10. Where applicable, terms in the EPC Agreement will match the terms Peninsula Clean Energy offers its customers in the PPA contracts (e.g. O&M commitments)

Customer PPA Pricing

Pricing of the PPA is structured to cover installation and ongoing Peninsula Clean Energy costs to operate the program without additional “profit,” thereby passing through as much of the financial benefit as possible to local government customers. The following are key elements of the project finance model used to develop PPA pricing.

- Equipment procurement, installation and O&M (EPC Contract costs)
- Contingency
- Insurance
- Cost of capital and associated fees
- Reserve funds for out-of-warranty maintenance & replacements
- Estimated battery repowering costs (if expected life less than PPA term)
- System removal costs at end of term (could be refunded if cities decide to purchase systems at end of term)

Key elements of the PPA price for batteries are:

- \$/kW-month price for power delivered by the system
- 0% escalation over the contract term
- Performance guarantee (matched to EPC performance guarantee)

- Peninsula Clean Energy provides O&M, which is included in the PPA price

The term length for the battery portion of the customer PPA has not been finalized, and may be 10-20 years depending on equipment and its associated performance guarantees and expected life.

Finally, in December 2023, the Board approved a one-time allocation of surplus funds which included \$5 million to support battery systems at local government facilities. To maximize the opportunity across member agency sites, this fund will be used to defray a proposed 30% of the battery costs. The support level will be further evaluated as specific pricing details are determined.

FISCAL IMPACT

Under the current EPC agreement between Peninsula Clean Energy and McMillan Electric, Peninsula Clean Energy would spend an amount not to exceed \$23,000,000 for the deployment of solar energy systems at customer sites. By adding battery storage and EV charging scopes to the amended EPC agreement with McMillan, we will increase the not to exceed amount by \$7,000,000 for a total not to exceed amount of \$30,000,000. These funds are accounted for in the programs capital budget and will be repaid over the 20-year terms of the site PPAs, with the exception of the surplus funds for batteries detailed below.

Peninsula Clean Energy expects that the federal Investment Tax Credit (ITC) would accelerate the repayment of 30% of these costs, or up to \$9,000,000, within the next three years. While there is some uncertainty regarding ITC under the new federal administration, near-term commercial projects are seen as less likely to be affected by policy changes.

In addition, as part of Peninsula Clean Energy's surplus funds, up to \$5,000,000 is allocated to battery storage projects at public agency facilities. Peninsula Clean Energy plans on using these funds to buy-down an estimated 30% of the total battery project costs to make the final price financed battery prices to program participants more financially viable. We project that approximately \$2,500,000 - \$3,500,000 of these surplus funds will be spent in this manner, and the remainder will be funded by the Energy Programs team's budget.

Under the PPA amendments, Peninsula Clean Energy would expect to receive an amount equal to the EPC contract cost, plus other direct project-related costs as described above, less the contributions from the surplus funds and ITC amounts.

Aside from the surplus funds, the net financial cost to Peninsula Clean Energy is thus expected to be neutral, however there is a time differential between cash outflows and inflows per below:

Expected Year	Cashflow
2025 - 2026	Capital outflow for EPC contract-related work
2026 - 2028	Receipt of 30% of the amount spent on EPC contract-related work
2026 - 2045	Receipt of PPA revenues
2045	Breakeven year (when total cash inflows equal total cash outflows)

STRATEGIC PLAN

As part of Peninsula Clean Energy's 2025-2030 strategic plan, approved by the Board of Directors in January 2025, Peninsula Clean Energy will prioritize efforts to accelerate the development of carbon-free distributed energy resources (DERs) to support further innovation and market transformation of distributed energy technologies, accelerate greenhouse gas (GHG) reductions, and provide customer and community resilience.

ATTACHMENTS:

[2025.02.27 BOD Programs - GovPV BESS Site List.pdf](#)

[PCE GovPV PPA EVSE Addendum_Clean PDF.pdf](#)

[PCE GovPV PPA Storage Addendum_Clean PDF.pdf](#)

RESOLUTION NO. _____

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

APPROVAL OF SOLAR+STORAGE FOR PUBLIC BUILDINGS ("GOV PV") PROGRAM CONTRACT AMENDMENT WITH MCMILLAN ELECTRIC TO INCREASE THE NOT-TO-EXCEED CONTRACT LIMIT BY \$7 MILLION FOR A TOTAL OF \$30 MILLION FOR NEW BATTERY AND EV CHARGING SYSTEMS AT PUBLIC FACILITIES AND ASSOCIATED POWER PURCHASE AGREEMENTS (ACTION)

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

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

WHEREAS, the Board of Directors of Peninsula Clean Energy has approved a strategy for Peninsula Clean Energy to prioritize efforts to accelerate the development of carbon-free distributed energy resources (DERs) to support further innovation and market transformation of distributed energy technologies, accelerate greenhouse gas (GHG) reductions, and provide customer and community resilience; and

WHEREAS, Peninsula Clean Energy has hired McMillan Electric, a union electrical contractor, stemming from a competitive solicitation process to build solar and battery storage projects at public agency facilities; and

WHEREAS, in January 2024, Peninsula Clean Energy's Board of Directors approved the EPC Agreement with McMillan Electric and the Power Purchase Agreements with local government agencies; and

WHEREAS, Peninsula Clean Energy has entered into 35 Power Purchase Agreements with public agencies to build solar energy at their facilities in order to provide financial and community benefits to their jurisdiction; and

WHEREAS, Peninsula Clean Energy and McMillan Electric have successfully commissioned five solar energy projects at public agency facilities, with 31 additional projects under development; and

WHEREAS, Peninsula Clean Energy is seeking to build battery storage and electric vehicle infrastructure at participating public agency facilities; and

WHEREAS, Peninsula Clean Energy desires to amend the Agreement with McMillan Electric dated April 25, 2024, to add battery storage installations and EV charging at an estimated 23 current and future solar sites, increasing the contract by \$7,000,000 for a total not to exceed

amount of \$30,000,000; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer to finalize and execute, in a form approved by the General Counsel, the amended agreement with McMillan Electric adding battery storage installations and EV charging at current and future solar sites, increasing the contract by \$7,000,000 for a total not to exceed amount of \$30,000,000; and to execute the associated Power Purchase Agreement (PPA) amendments, in forms approved by the General Counsel, for the deployment of solar, battery, and EV charging systems.

* * * * *

GovPV Site List

Site	Solar Size (kW)	Program Round	Battery Candidate
Atherton City Hall	113.475	1	
Brisbane Mission Blue Center	8.5	1	yes
Colma Community Center	62.08	1	yes
Hillsborough Public Works Yard	62.475	1	
Los Banos Community Center	162.475	1	
Los Banos Wastewater Treatment Plant	240.56	1	
Millbrae City Hall Complex	385.845	1	
Millbrae Recreation Center	116.45	1	
Pacifica Community Center	90.95	1	yes
San Bruno Aquatics Center	276.675	1	
San Carlos Youth Center	29.75	1	
San Mateo County HSA Building	130.05	1	
Brisbane Library	33.11	2	yes
Colma Police Department	103.79	2	yes
Colma Town Hall	68.87	2	yes
Daly City Bayshore Community Center	107.5	2	yes
Daly City Corp Yard	93.12	2	yes
Daly City Fire Station 94	36.98	2	
Daly City Reservoir 5B	95.06	2	yes
Daly City Serramonte Library	71.81	2	yes
Half Moon Bay City Hall	37.4	2	yes
Half Moon Bay Sheriff's Substation	73.15	2	yes
Menlo Park Belle Haven Child Center	33.11	2	yes
Menlo Park Burgess Pool	54.61	2	yes

Menlo Park City Hall	379.715	2	yes
Menlo Park Main Library	229.89	2	yes
Millbrae Corporation Yard	128.205	2	
Pacifica Civic Center	100.66	2	yes
San Carlos Adult Community Center	42.57	2	yes
San Carlos Library	128.85	2	
San Mateo Beresford Rec Center	76.145	2	yes
San Mateo County Office of Education	463.04	2	yes
San Mateo County SSF Wellness Center	833.89	2	yes
South San Francisco Corp Yard	113.975	2	yes
South San Francisco Orange Aquatic Center	268.75	2	yes
Woodside Town Hall	34.4	2	

ELECTRIC VEHICLE SUPPLY EQUIPMENT ADDENDUM

This Electric Vehicle Supply Equipment Addendum (“**EVSE Addendum**” or “**Addendum**”), dated as of _____ (the “**Addendum Effective Date**”) to the Solar Power Purchase Agreement between the Parties dated as of [] sets forth the terms and conditions of the design, engineering, procurement, installation, and purchase and sale of electric vehicle supply equipment (“**EVSE**”) and related infrastructure described in **Schedule B** on the real property comprising Purchaser’s premises described or depicted in **Attachment 1 to Schedule B** (the “**Premises**”), including any buildings and other improvements on the Premises other than the EVSE (the “**Improvements**”). The terms and conditions of the Agreement apply to this Addendum except where otherwise indicated in this Addendum. All capitalized terms used herein have the meanings given to them under the Agreement unless otherwise defined in this Addendum. As used herein, “Agreement” shall mean the Agreement as supplemented by this Addendum.

The Schedules listed below are incorporated by reference and made part of this Addendum and the Agreement.

<u>Schedule A</u>	Pricing
<u>Schedule B</u>	EVSE and Infrastructure Description
<u>Schedule C</u>	General Terms and Conditions

Schedule APricing

1. **EVSE Installation Price.** [\$_____] The EVSE Installation Price is inclusive of Seller's design, engineering, procurement and installation of EVSE on the Premises. If Purchaser has elected Seller EVSE Procurement under **Schedule B**, the EVSE Installation Price is also inclusive of the cost of the EVSE.
2. **EVSE Infrastructure Charge.** [\$_____/month]. The EVSE Infrastructure Charge is inclusive of Seller's design, engineering, procurement and installation of infrastructure necessary to install EVSE (as described in **Schedule B**, the "Infrastructure").
3. **Price Assumptions.** The EVSE Installation Price [and the EVSE Infrastructure Charge] are based on the assumption that statutory prevailing wages (e.g., Davis-Bacon) do apply.
4. **Price Exclusions.** Unless Seller and Purchaser have otherwise agreed in writing, the EVSE Installation Price [and the EVSE Infrastructure Charge] exclude the following:
 - a. Groundwork (including excavation and circumvention of underground obstacles) that is unforeseen despite reasonable efforts to assess existing site conditions.
 - b. Upgrades or repair to Purchaser or Utility electrical infrastructure (including Purchaser or Utility service, transformers, substations, poles, breakers, reclosers, and disconnects). "Utility" means the electric distribution utility serving Purchaser.
 - c. Tree removal, tree trimming, mowing and any landscape improvements.
 - d. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
 - e. Removal of existing lighting, light poles, or concrete light post bases.
 - f. Roof membrane maintenance or reroofing work.
 - g. Structural upgrades to the Improvements, including Americans with Disabilities Act ("ADA") upgrades.
 - h. Installation of public information screen or kiosk (including accompanying Internet connection, power supply, technical support and ADA access).
 - i. Changes in EVSE and Infrastructure design caused by any inaccuracy in information provided by Purchaser, including Purchaser's energy use and information regarding the Premises and the Improvements, including building plans and specifications.

If such excluded costs listed in will result in an increase to the EVSE Installation Price [and/or an increase to the EVSE Infrastructure Charge], Seller shall deliver notice to Purchaser of such increase to the EVSE Installation Price [and/or EVSE Infrastructure Charge] not less than sixty (60) days prior to Commencement of Installation (such notice, the "**Excluded Costs Notice**"). As used herein, "**Commencement of Installation**" shall mean date of commencement of the installation of the System under the Agreement and the EVSE under this Addendum; *provided*, Seller shall give Purchaser no less than [ninety (90)] days' prior written notice of such anticipated date. If excluded costs will result in an increase to the EVSE Installation Price [and/or the EVSE Infrastructure Charge] such that the revised EVSE Installation Price [and/or the EVSE Infrastructure Charge] would increase by no more than five percent (5%), Purchaser shall be responsible for such increased EVSE Installation Price [and/or the EVSE Infrastructure Charge] and the EVSE Installation Price [and/or the EVSE Infrastructure Charge] shall be amended to reflect the new EVSE Installation Price [and/or the EVSE Infrastructure Charge] included in the Excluded Costs Notice. If such excluded costs will result in an increase to the EVSE Installation Price [and/or the EVSE Infrastructure Charge], such that the revised EVSE Installation Price [and/or the EVSE Infrastructure Charge] would increase by more than five percent (5%), Purchaser shall have a right to terminate this Addendum without penalty by providing notice of such termination within thirty (30) days of delivery of the Excluded Costs Notice.

Notwithstanding the foregoing, if excluded costs listed in this Section 4 are discovered after the Commencement of Installation, Seller shall pause work under this Addendum and the Parties shall negotiate in good faith to agree upon equitable increase to the EVSE Installation Price [and/or the EVSE Infrastructure Charge] to reflect such costs, and upon such agreement, Seller shall resume work under this Addendum.

5. **[Termination Payment Schedule]**. *PCE to consider any changes to the termination payment schedule set forth in Section 6 of Exhibit 1 to the Agreement.]*

Schedule B**EVSE and Infrastructure Description****1. EVSE Procurement and Installation:** Purchaser hereby elects that:

- ☐ Seller shall cause the EVSE and Infrastructure to be procured and installed in accordance with the terms and conditions set forth herein (“**Seller EVSE Procurement**”).
- ☐ Purchaser shall procure the EVSE, Seller shall cause the Infrastructure to be procured, and Seller shall cause the EVSE and Infrastructure to be installed in accordance with the terms and conditions set forth herein (“**Purchaser EVSE Procurement**”).
- ☐ Neither Party shall have any obligations regarding the procurement and installation of EVSE, and Seller shall cause the Infrastructure to be procured and installed in accordance with the terms and conditions set forth herein (“**Infrastructure Only Installation**”).

2. EVSE Description:

Manufacturer/Model	Quantity
[]	[]

For the avoidance of doubt, “EVSE” as used herein includes only the chargers described in this Section 2 and does not include any of the Infrastructure described in Section 3.

- 3. Infrastructure Description:** The Infrastructure includes the following components to be installed at the Premises to supply electricity to the EVSE: conduit, wire, junction boxes, pedestals (if applicable), EV Blocks (if applicable), breakers, combiner panels, and a communications wire/connectivity service chosen by Seller at Seller’s discretion.
- 4. EVSE and Infrastructure Location at Site:** See Attachment 1 to Schedule B.

Attachment 1 to Schedule B

Site Description

Site Description

[DESCRIPTION OF SITE.] The EVSE and Infrastructure are to be installed [SPECIFIC LOCATION ON SITE].

Schedule C

General Terms and Conditions

1. **Schedule B Elections.** If Purchaser has elected Seller EVSE Procurement or Purchaser EVSE Procurement under **Schedule B**, then all sections of this Agreement are applicable except as otherwise set forth herein. If Purchaser has elected Infrastructure Only Installation under **Schedule B**, then the following Sections are not applicable: **Section 1** of **Schedule A**, **Section 2** of **Schedule B**, and **Sections 3, 5-7, and 11** of this **Schedule C**.
2. **Infrastructure.** All references to the “System” in the Agreement shall include the Infrastructure described herein; provided, however, that (i) Section 7.d of Exhibit 3 to the Agreement shall not apply to the Infrastructure, and (ii) Seller shall not be required to remove any portion of the Infrastructure in accordance with Section 9 of Exhibit 3 to the Agreement.
3. **Payment of EVSE Installation Price.** Purchaser shall pay Seller the full EVSE Installation Price within thirty (30) days after the Addendum Effective Date.
4. **[Payment of EVSE Infrastructure Charge.** In addition to the amount set forth in Section 3 of Exhibit 1 to the Agreement, Seller shall invoice Purchaser, and Purchaser shall pay Seller, the EVSE Infrastructure Charge in accordance with Section 3 of Exhibit 1 to the Agreement.]
5. **Seller EVSE Procurement.** The following terms apply only if Purchaser has selected Seller EVSE Procurement under **Schedule B**:
 - a. **Purchase and Sale.** In consideration for Purchaser paying Seller the EVSE Installation Price in accordance with the terms and conditions set forth herein, Seller shall cause its contractor to transfer title to the EVSE in accordance with the terms and conditions set forth herein.
 - b. **Title.** Title to the EVSE shall pass to Purchaser upon [Final Completion Notification] (as defined in **Section 6**) free and clear of any liens and encumbrances.
6. **Operation and Maintenance of EVSE.** Purchaser may not turn on, electrify or otherwise operate the EVSE prior to Seller’s notification to Purchaser that Seller’s contractor has completed installation of all EVSE (“**EVSE Final Completion Notification**”) in the absence of prior, written permission from Seller. Upon EVSE Final Completion Notification, Purchaser will assume complete responsibility for the operation and maintenance of the EVSE and liability for the performance of the EVSE. For the avoidance of doubt, following the [Final Completion Notification], Seller shall have no liability or responsibility for the EVSE, including, without limitation, any responsibility for operation or maintenance of the EVSE.
7. **Taxes.** Purchaser is responsible for payment of, or reimbursement of Seller for, all taxes assessed on the generation, sale, delivery or consumption of electricity produced by the EVSE or the interconnection of the EVSE to the Utility’s electricity distribution system.
8. **Project Completion.**
 - a. **Project Development.** Seller shall use reasonable efforts to pursue or cause to be pursued the development and installation of the EVSE and Infrastructure, subject to **Section 10** and the remaining provisions of this **Section 8**.
 - b. **Permits and Approvals.** Seller shall use reasonable efforts to cause to be obtained at its sole cost and expense any zoning, land use and building permits required for Seller to cause the EVSE to be constructed, installed and operated (each, an “**Approval**”).

Purchaser shall reasonably cooperate with Seller’s reasonable requests to assist Seller in expeditiously obtaining such Approvals, including, without limitation, the execution of documents required to be provided by Purchaser to the Utility. The Parties acknowledge and agree that Purchaser does not have authority or jurisdiction over any other public agency’s ability to grant Approvals or ability to impose limitations that may affect the EVSE, provided, that such acknowledgment and agreement does not apply to joint powers authorities or related agencies over which Purchaser asserts authority.
9. **Design and Installation.**
 - a. **Seller’s General Obligations Regarding the EVSE.** Subject to the terms and conditions of the Agreement, Seller shall

use reasonable efforts to cause the EVSE to be designed, engineered and installed, in each case in a good and workmanlike manner and in accordance with applicable law and prudent industry practices in the State of California. Seller shall ensure that the EVSE complies with all applicable law, rules, regulations and local building codes. In furtherance of the foregoing, Seller shall use reasonable efforts to enforce all of its rights under its agreement or agreements with the installer of the EVSE; provided, that Seller shall maintain full discretion with respect to any determinations regarding the nature of such enforcement actions and Seller shall not be obligated pursuant to the Agreement to initiate litigation or other legal process.

- b. **EVSE and Infrastructure Design Approval.** Seller has provided Purchaser with a copy of the EVSE and Infrastructure design, and Purchaser has approved such design. Should any subsequent changes to the EVSE and Infrastructure design be made prior Commencement of Installation, Purchaser shall be provided with a copy of any such revised EVSE and Infrastructure design and any resulting changes to the EVSE Installation Price [and/or changes to the EVSE Infrastructure Charge], and Purchaser shall have ten (10) business days after receipt to approve or disapprove the revised design and any such resulting changes in writing, such approval not to be unreasonably withheld. Failure by Purchaser to respond within such ten (10) business day period shall be deemed approval of the revised EVSE and Infrastructure design and any such resulting changes. If Purchaser disapproves the revised EVSE and Infrastructure design and/or any such resulting changes, Seller may either (i) cause the design to be reverted to the original design approved by Purchaser or (ii) terminate this Addendum and such termination shall be without further liability to Purchaser. If changes to the EVSE and Infrastructure design or other changes, including new information regarding Purchaser's electricity needs and Seller's selection of equipment for the EVSE and Infrastructure, will result in a change to any of the data on **Schedule B**, the EVSE Installation Price [and/or EVSE Infrastructure Charge], such sections of this Addendum may be revised if any such changes are approved by both Parties in writing. If changes to the EVSE and Infrastructure design are reasonably expected to lower the costs to Seller of designing, engineering, procuring or installing the EVSE and/or Infrastructure, as applicable, Seller may, in its sole discretion, decrease the EVSE Installation Price [and/or EVSE Infrastructure Charge] and provide such updated EVSE Installation Price [and/or EVSE Infrastructure Charge] to Purchaser in a schedule to this Addendum.
- c. **EVSE Procurement.**
 - i. **Seller EVSE Procurement.** This **Section 9.c.i** applies only if Purchaser has selected Seller EVSE Procurement under **Schedule B**. Seller shall cause its contractor to procure the EVSE and Infrastructure described in **Schedule B**. Prior to the date that is [sixty (60) days] before the Commencement of Installation, Purchaser may request changes to the manufacturer/model of the EVSE described in **Schedule B**, subject to Seller's reasonable approval. If Seller determines that such changes would cause an increase in Seller's costs to perform its obligations under this Addendum, then the Parties shall agree to either (i) negotiate in good faith to agree upon an equitable increase to the EVSE Installation Price [and/or EVSE Infrastructure Charge], or (ii) terminate this Addendum. Purchaser shall have no right to request changes to the Infrastructure described in **Schedule B**.
 - ii. **Purchaser EVSE Procurement.** This **Section 9.c.ii** applies only if Purchaser has selected Purchaser EVSE Procurement under **Schedule B**. Purchaser shall procure and cause the EVSE to be delivered to the Premises prior to the Commencement of Installation. Prior to the date that is [sixty (60) days] before the Commencement of Installation, Purchaser may request changes to the manufacturer/model of the EVSE described in **Schedule B**, subject to Seller's reasonable approval. If Seller determines that such changes would cause an increase in Seller's costs to perform its obligations under this Addendum, then the Parties shall agree to either (i) negotiate in good faith to agree upon an equitable increase to the EVSE Installation Price [and/or EVSE Infrastructure Charge], or (ii) terminate this Addendum. Purchaser shall have no right to request changes to the Infrastructure described in **Schedule B**. If the EVSE are not delivered to the Premises prior to the Commencement of Installation, then Purchaser shall be solely responsible for any and all of Seller's costs and expenses associated with such later delivery (i.e., costs to remobilize), as determined by Seller in its sole discretion. If the EVSE are not delivered to the Premises within [sixty (60) days] after the Commencement of Installation, Seller shall have no responsibility to cause the installation of such EVSE.
- d. **Workmanship Warranty.** Seller shall cause its contractor to warrant that: (1) all work performed under this Addendum shall be free from defects in design, materials and workmanship; and (2) all work performed under this Addendum shall comply with all applicable laws, governmental authorizations, Approvals, permits, standards and prudent solar industry practices in the State of California. The workmanship warranty described in this **Section 9.d** shall survive the termination of this Addendum for a period of [four (4) years] following the Final Completion Notification. If Purchaser has selected Seller EVSE Procurement under **Schedule B**, Seller shall additionally cause its contractor to warrant that all EVSE are and will be new, of good quality and warranted by their manufacturers to be free from defects in design, materials and workmanship and will be designed, engineered, procured, installed, constructed, tested and energized in a good and workmanlike manner and using skill, care and diligence consistent with all manufacturer's requirements and specifications, design specifications and prudent solar industry practices in the State of California.

10. **Termination Due to Lack of Project Viability.** If, at any time after the Addendum Effective Date, Seller determines that the installation of the EVSE and/or Infrastructure will not be viable for any reason (including, without limitation, for economic reasons or due to any impact on installation of the System under the Agreement), then either Party may terminate this Addendum by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with termination in accordance with this Section 10.
11. **Termination by Purchaser for Delay.** If Commencement of Installation has not occurred within three hundred and sixty-five Effective Date of the Agreement, Purchaser may terminate this Addendum by providing thirty (30) days' prior written notice to Seller; provided that this Addendum will not terminate pursuant to this Section 11 if Seller causes to be achieved Commencement of Installation on or before the end of such thirty (30) day notice period or if Commencement of Installation is delayed due to a Force Majeure Event. Purchaser shall not be liable for any damages in connection with such termination. For the avoidance of doubt, such event shall not be deemed a Default Event by Seller and Purchaser's only remedy shall be the reimbursement by Seller of direct costs reasonably incurred by Purchaser by reason of the termination.
12. **Access Right.** In Section 7.a of Exhibit 3 to the Agreement, as such section applies to any required access arising out of this Addendum, the word "Commercial Operation Date" shall mean [Final Completion Notification]. In addition, if any of the EVSE and/or Infrastructure shall be located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an exclusive, sub-licensable license running with the Premises (the "**Exclusive License**", and together with the Non-Exclusive License (as defined in the Agreement), the "**Licenses**") for purposes of the installation of the EVSE and/or Infrastructure on such exclusively licensed area of the Premises during the License Term.
13. **Termination; Survival.** Upon any termination of the Addendum, the Agreement shall continue in full force and effect unless otherwise terminated. Section 19.d of Exhibit 3 to the Agreement shall apply to any termination of this Addendum. Additionally, Schedule A to the Addendum and Sections 3, 4, 9.d, 13, and 14 of this Schedule C to the Addendum shall survive termination of the Addendum.
14. **Severability.** If any provision of this Addendum is held by a court of competent jurisdiction to be in conflict with any statute, constitutional provision, regulation or other rule of law, or is otherwise held by such court to be unenforceable for any reason whatsoever, such provision shall not be read to render and shall not have the effect of rendering the Addendum or the other provisions herein unenforceable, inoperative or invalid to any extent whatsoever. In such event, such provision shall be deemed severable from the remaining provisions of the Addendum and such invalidity, illegality or unenforceability shall not affect any other provision of the Addendum, and the Addendum shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

BATTERY ENERGY STORAGE SYSTEM ADDENDUM

This Battery Energy Storage System Addendum (“**BESS Addendum**” or “**Addendum**”), dated as of _____ (the “**Addendum Effective Date**”) to the Solar Power Purchase Agreement between the Parties dated as of [] sets forth the terms and conditions of the purchase and sale of the services provided from the Battery Energy Storage System described in **Schedule B** (the “**BESS**”) and installed on the real property comprising Purchaser’s premises described or depicted in **Attachment 1 to Schedule B** (the “**Premises**”), including any buildings and other improvements on the Premises other than the BESS (the “**Improvements**”). The terms and conditions of the Agreement apply to this Addendum except where otherwise indicated in this Addendum. All references to “System” in the Agreement mean the solar panel system described in Exhibit 2 of the Agreement and the BESS described in **Schedule B** herein. All capitalized terms used herein have the meanings given to them under the Agreement unless otherwise defined in this Addendum.

The Schedules listed below are incorporated by reference and made part of this Addendum and the Agreement.

<u>Schedule A</u>	Pricing
<u>Schedule B</u>	BESS Description, Delivery Point and Premises
<u>Schedule C</u>	General Terms and Conditions
<u>Schedule D</u>	BESS Services

Schedule A**Pricing**

1. **Contract Price.** In addition to the amount set forth in Section 3 of Exhibit 1 to the Agreement, commencing on the BESS Commercial Operation Date (as defined in Section 2 of Schedule C), Purchaser shall pay Seller \$[_____] per kilowatt-month (“kW-mo.”) of BESS Power Capacity (as defined in Schedule B) (the “**BESS Contract Price**”). All references in the Agreement to the “Contract Price” shall include the BESS Contract Price.
2. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
 - a. Interconnection costs for the BESS will not exceed \$[_____] in the aggregate.
 - b. The BESS is sized and configured as set forth in Schedule B.
 - c. The Contract Price is inclusive of Seller’s Taxes at the rates in effect as of the Addendum Effective Date (to the extent that such rates are known or knowable by Seller on the Addendum Effective Date).

As of the Addendum Effective Date, Purchaser has elected that [_____] percent ([_____]%) of the BESS Energy Capacity (as set forth in Section 2 of Schedule B hereto) shall solely be allocated to providing backup power to the Premises if a power outage occurs during which the Premises cannot draw electricity from the grid (the “**Backup Energy Percentage**”). At least [thirty (30)] days prior to each anniversary of the Addendum Effective Date, Purchaser may elect to change the Backup Energy Percentage by providing written Notice to Seller pursuant to Section [_____] of the Agreement.
3. **Contract Price Exclusions.** Without limiting Section 5 of Exhibit 1 to the Agreement, the Contract Price additionally excludes [to be inserted following further discussion with PCE]. If excluded costs associated with the BESS will result in an increase to the Contract Price, then, as used in the last paragraph of Section 5 to Exhibit 1 of the Agreement, (a) the term “Commencement of Installation” shall be deemed to refer to “Commencement of BESS Installation” (as defined in Section 5 of Schedule C), and (b) the phrase “terminate this Agreement” shall be deemed to mean “terminate this Addendum”.
4. **Termination Payment Schedule.** The termination payment schedule set forth in Section 6 of Exhibit 1 to the Agreement is hereby deleted and replaced with the table set forth below. “Contract Year” as used herein and elsewhere in the Agreement, shall mean the year commencing on the Commercial Operation Date and each subsequent year commencing on the anniversary of the Commercial Operation Date.

Contract Year	Termination Payment (\$)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	

18	
19	
20	

Schedule BBESS Description, Delivery Point and Premises

1. **BESS Power Capacity (kW AC):** [_____] “BESS Power Capacity” means the maximum continuous electricity output that the BESS can provide over its full state of charge (“SOC”).
2. **Energy Capacity (kWh):** [_____] . This amount is subject to degradation as set forth in the degradation schedule attached hereto as Attachment [___] to Schedule B.
3. **[Maximum Annual [Full Cycles]:** [_____]
 In order to maintain equipment warranties, PCE will not operate the BESS in excess of this maximum in any one (1) year period. “[Full Cycle]” means [use definition from OEM warranty]
4. **Expected BESS Model**

Manufacturer/Model	Quantity
[_____]	[_____]

5. **BESS Location at Site and BESS Description:** See Attachment 1 to Schedule B.
6. **Description of BESS Delivery Point:** [_____]
7. If BESS is installed to [back up] less than full Site load, description of loads to be backed up (“Critical Loads” is set forth in Attachment 1 to Schedule B) .]

Attachment 1 to Schedule B

Site and BESS Description

Site Description

[DESCRIPTION OF SITE.] The BESS is to be installed [SPECIFIC LOCATION ON SITE].

BESS Description

The BESS will use [DESCRIPTION OF OEM TECHNOLOGY]. [DESCRIPTION OF METERS.]

Critical Loads Description

Schedule C

General Terms and Conditions

1. **Purchase and Sale of Services**. Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, the Services (as defined in **Schedule D**) from the BESS Commercial Operation Date through the Term (as defined in **Section 2**). Electricity stored by the BESS shall be delivered to Purchaser at the BESS Delivery Point.
2. **Term**. The “Term” shall be as set forth in the Agreement; provided, however, (1) this Addendum shall not be effective until the Addendum Effective Date, and (2) the electricity supply period under this Addendum commences on the date that the BESS has achieved Commercial Operation (the “**BESS Commercial Operation Date**”). “**Commercial Operation**” as used herein means that the BESS is mechanically complete, commences regular, daily operation, complies with all applicable law, has undergone successful system testing, is providing electricity to the BESS Delivery Point [at the Energy Capacity specified in **Schedule B**] and has obtained all necessary Approvals, including permission to operate from the Utility and Seller. For the avoidance of doubt, this Addendum shall be of no further force or effect following the termination of the Agreement.
3. **Commercial Operation**. Purchaser may not turn on, electrify or otherwise operate the BESS in the absence of prior, written permission from Seller.
4. **Incentives and Environmental Attributes**. For the avoidance of doubt, as the owner of the BESS, Seller is entitled to the benefit of, and will retain all ownership interests in the Incentives and Environmental Attributes applicable to the BESS. Purchaser shall cooperate with Seller and any third-party System Owner in obtaining, securing, and transferring any and all Incentives, including cooperating, as requested by Seller, with respect to any challenges as to Seller obtaining any portion or amount of the Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller’s ownership interests in the Incentives and Environmental Attributes. If any Incentives are paid or delivered directly to Purchaser, Purchaser shall immediately pay or deliver such items or amounts to Seller. For sake of clarity, Seller will be responsible for payment of any deposit required to secure Incentives and if any such deposit is refunded to Purchaser rather than to Seller, Purchaser will immediately pay or deliver such refunded amounts to Seller. With respect to the BESS, the following definitions apply:

“**Governmental Authority**” means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

“**Incentives**” means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the BESS such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the BESS, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits (including depreciation deductions) under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the BESS (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the BESS, provided that Incentives shall not include Environmental Attributes. For the avoidance of doubt, as used herein, “Incentives” includes any rebates or incentives received pursuant to the California Public Utilities Commission’s Self-Generation Incentive Program (SGIP).

“**Environmental Attributes**” means, with respect to the BESS, any and all presently existing or created in the future credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the operation of the BESS and its displacement of conventional energy generation.

5. **BESS Design Approval**. Seller has provided Purchaser with a copy of the BESS design, and Purchaser has approved such design. Should any subsequent changes to the BESS design be made prior to commencement of installation of the BESS (the “**Commencement of BESS Installation**”), Purchaser shall be provided with a copy of any such revised BESS design and any resulting changes to the Contract Price, **Section 4 of Schedule A**, any of the data on **Schedule B** (including, but not limited to the BESS Power Capacity [and/or the Energy Capacity]), and Purchaser shall have ten (10) business days after receipt to approve or disapprove the revised design and any such resulting changes in writing, such approval not to be unreasonably withheld. Failure by Purchaser to respond within such ten (10) business day period shall be deemed approval of the revised BESS design and any such resulting changes. If Purchaser disapproves the revised BESS design and/or any such resulting changes, Seller may either (i) cause the design to be reverted to the original design approved by Purchaser or (ii) terminate this

Addendum and such termination shall be without further liability to Purchaser. If changes to the BESS design or other changes, including new information regarding Purchaser's electricity needs or Seller's selection of equipment for the BESS, will result in a change to any of the data on Schedule B (including, but not limited to the BESS Power Capacity and/or the Energy Capacity), the Contract Price, and/or Section 4 of Schedule A, such sections and/or table of this Addendum may be revised if any such changes are approved by both Parties in writing. If changes to the BESS design are reasonably expected to lower the costs to Seller of engineering, constructing, installing, interconnecting, operating, maintaining, repairing and/or removing the System, Seller may, in its sole discretion, decrease the Contract Price and provide such updated Contract Price to Purchaser in a schedule to this BESS Addendum.

6. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Addendum Effective Date and prior to Commencement of BESS Installation, (i) Purchaser terminates this BESS Addendum pursuant to Section 3 of Schedule A hereto or (ii) Seller determines that the installation of the BESS will not be viable for any reason, then either Party may terminate this Addendum by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After Commencement of BESS Installation, the Contract Price shall not be subject to further adjustment pursuant to Section 3 of Schedule A or otherwise.

7. **Termination by Purchaser for Delay.** If Commencement of BESS Installation has not occurred within [three hundred and sixty-five (365) days after the Addendum Effective Date], Purchaser may terminate this Addendum by providing thirty (30) days' prior written notice to Seller; provided that this Addendum will not terminate pursuant to this Section 7 if Seller causes to be achieved Commencement of BESS Installation on or before the end of such thirty (30) day notice period or if Commencement of BESS Installation is delayed due to a Force Majeure Event. Purchaser shall not be liable for any damages in connection with such termination. For the avoidance of doubt, such event shall not be deemed a Default Event by Seller and Purchaser's only remedy shall be the reimbursement by Seller of direct costs reasonably incurred by Purchaser by reason of the termination. In Section 5.d of Exhibit 3 to the Agreement, the term "Commencement of Installation" is hereby replaced with "Commencement of Installation or Commencement of BESS Installation".

8. **BESS Data.**
 - a. **Ownership Rights.** Purchaser acknowledges that the BESS collects, produces, and delivers to Seller certain data, information, and content (collectively "**Equipment Data**") through the operation of the BESS. Seller shall throughout the Term retain right, title, and interest in all Equipment Data associated with, or resulting from, the installation and operation of the BESS. Purchaser may use the Equipment Data in any way it elects provided that any such use of the Equipment Data disclosed to any person other than Purchaser or an agent or affiliate of Purchaser shall be anonymized in a manner such that it is not possible to link that data to Purchaser. Seller acknowledges that the BESS will provide Purchaser with certain operational and performance data, in accordance with BESS Services as described in Exhibit D attached hereto ("**Purchaser Data**"). Purchaser may use Purchaser Data in any way it elects provided that any such use of the Purchaser Data disclosed to any person other than Seller or an agent or affiliate of Seller shall not disclose any knowledge, data or information related to the BESS and/or Seller's use and ownership of the BESS. Notwithstanding the foregoing, Purchaser may disclose Equipment Data or Purchaser Data subject to the California Public Records Act, or as otherwise required by applicable law.

 - b. **Access to Data and Systems.** To facilitate its participation in Incentives and Grid Programs (as defined in Section 10.a) Seller may access and use Purchaser's data, including utility account information, usage history, and meter data. Purchaser agrees to provide Seller with available electrical design information about its Premises and other electrical hardware attached to its Premises, including single-line diagrams and permits. Purchaser agrees to allow Seller and Seller affiliates, its utility, governmental bodies, and their affiliates or agents (collectively, "**Grid Service Entities**") to come to its Premises at agreed-upon times to inspect and modify the BESS, including, as agreed-to by Purchaser, installing additional hardware on or around the BESS as required to comply with any Incentive or Grid Program requirements. Purchaser agrees to participate in and complete all surveys received from Seller and its Grid Service Entities.

9. **Ownership; Option to Purchase.**
 - a. **Ownership; Personal Property.** For the avoidance of doubt, throughout the Term, Seller shall be the legal and beneficial owner of the BESS, Incentives and Environmental Attributes, and the BESS will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the BESS is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the BESS and all tax filings and reports shall be filed in a manner consistent with this Addendum. The BESS will always retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

- b. **Prohibition on Tampering with BESS.** For the avoidance of doubt, Purchaser may not modify, disconnect, uninstall, remove, decommission, tamper with, adjust, alter the operational mode of, take any action that would breach the manufacturer's or installer's warranty on or initiate charging or discharging of the BESS equipment and/or software except: (i) in the event of an emergency that poses an imminent threat to life or of bodily injury or property damage, Purchaser may disconnect the BESS, provided that Purchaser provides notice of such emergency circumstance and action taken within twelve (12) hours of such event; or (ii) with the prior, written approval of Seller. Without limiting the foregoing, Purchaser must notify Seller immediately if there have been any modifications to the BESS equipment and/or software by any person or entity, or if there has been any damage to or removal of the BESS.
- c. **Option to Purchase.** Notwithstanding anything to the contrary in the Agreement, Purchaser may only exercise the option to purchase as set forth in Section 14(b) of Exhibit 3 to the Agreement if the end of the Initial Term and each Additional Term, as applicable, occur after the date that is the sixth (6th) anniversary of the BESS Commercial Operation Date.

10. Grid Services

- a. **Purpose.** In addition to providing the BESS Services listed in Schedule D, the BESS can provide certain additional services to the electric grid ("**Grid Services**", in each case provided under a "**Grid Program**"). Such Grid Services are designed to help maintain the reliability of the electrical grid, by reducing the strain placed on the electrical grid during periods of high electricity demand and/or reduce the electrical grid's contribution to greenhouse gas emissions. Purchaser authorizes Seller to enroll the BESS to participate in any Grid Program which may from time to time become available, provided that Seller shall operate the BESS under any such Grid Program in a manner that does not disrupt the provision of the BESS Services described in Schedule D.
 - b. **Appointment as Grid Services Provider.** Purchaser hereby appoints Seller, or another party designated by Seller, to act exclusively on its behalf to enroll Purchaser in Grid Programs ("**Grid Services Provider**"). Purchaser hereby authorizes the Grid Services Provider to act on its behalf and to apply, enroll, register, or otherwise cause the participation of the BESS in any Grid Program.
 - c. **Further Assurances.** Seller shall execute such documents relating to enrollment and participation in Grid Programs as Seller has reviewed and determined reasonable, in its sole discretion, and will work collaboratively with Purchaser to process agreed upon Grid Program paperwork. Purchaser agrees to fully and promptly cooperate with Seller in its efforts to assist Purchaser, including promptly taking any actions and providing all necessary documentation, data, access, authorizations, and any other information required by such Grid Programs or by Seller.
11. **Access Right.** In Section 7.a of Exhibit 3 to the Agreement, as such section applies to any required access arising out of this Addendum, the word "Commercial Operation Date" shall mean the "BESS Commercial Operation Date". In addition, if the System or any components thereof, such as the BESS, shall be a ground-mounted and located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an exclusive, sub-licensable license running with the Premises (the "**Exclusive License**", and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use and maintenance of the System and/or components thereof on such exclusively licensed area of the Premises during the License Term.
12. **Survival.** Section 19.d of Exhibit 3 to the Agreement shall apply to any termination of this Addendum. In addition, Section 4 of Schedule C to this Addendum shall survive termination of this Addendum or the Agreement.
13. **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be in conflict with any statute, constitutional provision, regulation or other rule of law, or is otherwise held by such court to be unenforceable for any reason whatsoever, such provision shall not be read to render and shall not have the effect of rendering the Agreement or the other provisions herein unenforceable, inoperative or invalid to any extent whatsoever. In such event, such provision shall be deemed severable from the remaining provisions of the Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Schedule DBESS SERVICESEnergy Services

The “BESS Services” means the services selected by Purchaser below and the BESS Maintenance Services set forth in this Schedule D.

[] Backup Power. The Backup Energy Percentage is set forth in Section 2(d) of Schedule A. The BESS can only power circuits that have been selected by Purchaser and that Seller has approved and connected to the BESS, as set forth in Attachment 1 to Schedule B. The BESS may be unable to power the entire premises during a power outage and depending on Premises’ energy consumption may have limited operating duration that is insufficient to power the Premises for the entire duration of the outage. Upon receiving advance notice of planned grid outage events, such as a Public Safety Power Shutdown (“PSPS”) event, Seller will use commercial best practices to charge the BESS in advance of that planned grid outage event, and under typical circumstances the BESS would be charged to at or near full capacity before the start of that outage event. Seller will follow Prudent Industry Practices to ensure the BESS is available to provide backup power as described; provided, however, that Seller cannot guarantee the BESS will perform in every outage or provide backup power for an entire given outage. **In addition, if Purchaser is powering essential equipment such as medical equipment, safety equipment or refrigeration using the BESS, Purchaser should also consider providing a secondary power source to such essential equipment and take additional measures should there be an outage and the BESS is not operational.** “Prudent Industry Practices”, as applied to the BESS, means the practices, methods, acts, equipment, specifications and standards of safety, as the same may change from time to time, as are used or approved by a significant portion of the energy generation or storage industry that operate battery storage systems that are similar in size and type as the BESS as good, safe and prudent practices for such systems with commensurate standards of safety, performance, dependability and economy, as adjusted for the circumstances existing at the time any decision is made or action is taken, and following applicable laws, permits and equipment manufacturers’ recommendations. Prudent Industry Practices are not intended to be the same as optimum practices, methods or acts to the exclusion of all others, but rather to be within a spectrum of good and proper practices, methods, and acts.

[] Time-Of-Use Management. If Purchaser is on a time-of-use electricity rate schedule or otherwise required to change to a time-of-use rate schedule by participating in this service, Seller will follow Prudent Industry Practices when operating the BESS to lower Purchaser’s electricity charges by discharging energy from the BESS during peak price periods, subject to the requirements of any utility program. Notwithstanding the foregoing, Seller does not in any way guarantee savings on Purchaser’s Utility bill or any specified level of performance from Seller’s time-of-use management.

BESS Maintenance Services

Seller will install and maintain metering and monitoring equipment. Seller will remotely monitor, analyze, and store data about the state and performance of the BESS and use this data, including to: (i) provide the Services; (ii) support any manufacturer warranty claims; (iii) ensure and demonstrate compliance with any utility or government requirements, including but not limited to, compliance with requirements of a utility program and any applicable incentive programs; and (iv) determine when repair or maintenance services are necessary. Seller shall provide problem diagnosis, on-site repair and preventative maintenance for the BESS throughout the Term.

[insert signature page, if applicable]



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 13, 2025
MEETING DATE: February 27, 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 – Early Weeks of the 2025-26 Legislative Session

Legislators returned to Sacramento on Monday, January 6 for the first year of the 2025-2026 Legislative Session.

In the Assembly, there are twenty-three new members, twelve of whom are women. There is one vacancy because Vince Fong was elected to the Assembly, but he chose to keep his seat in Congress. A special election will fill the vacancy. The Assembly will operate with 79 members until then. The Assembly has re-elected Robert Rivas (D-Salinas) as Speaker.

In the Senate, twenty Senators have begun their 4-year terms, including twelve new members, seven of whom are women, and eight of whom are former Assembly Members. Senator Janet Nguyen has resigned because she was elected to the Orange County Board of Supervisors. A special election will fill the vacancy. Until then the Senate will operate with 39 members. Senator Mike McGuire (D-San Rafael) will continue to serve as President Pro Tem.

We note the number of women sworn into office in each House because this year marks a California record, with women holding 49% of legislative seats. Women's representation in the California State Legislature is up from nearly 31% in 2020 and 25% in 2016. In 1980, just 9% of California state lawmakers were women.

At the beginning of the session, remarks from both President Pro Tem McGuire and Speaker Rivas emphasized the need to address the affordability crisis for Californians. Speaker Rivas specifically asked the Assembly Utilities & Energy and Budget Committees to “double down on investigating energy costs.”

In early January, Governor Newsom unveiled his preliminary 2025-26 state budget.

The budget of \$322 billion includes a modest surplus of \$363 million. While revenues are projected to be up by nearly \$17 billion, the Governor's proposal takes \$7.1 billion from reserves. It is expected that the state budget will look very different by the time it is revised in May.

While affordability was the lens through which the budget was viewed in January, much has changed in the past month.

Wildfires in Southern California have been the focus of the Governor and many state Legislators. While the number of bills filed as of the date of the preparation of this report has been down when compared to past legislative sessions, dozens of measures introduced address issues associated with wildfires. The bill introduction deadline is February 21. In addition, informational hearings are now scheduled with many hearings set to address wildfire preparedness and spending.

Also, the Legislature passed, and the Governor signed legislation providing \$2.5 billion from the state's General Fund for emergency response and recovery. The state will be seeking federal reimbursement to backfill these funds.

The Legislature also passed during its special session a bill to provide \$50 million to the Department of Justice to address the costs anticipated from actions by the new Administration in Washington.

We are also closely monitoring the many Executive Orders emanating from the Nation's Capital for their impacts on energy policy and Peninsula Clean Energy.

Local Congressman Kevin Mullin (D-South San Francisco) secured a seat on the House of Representatives Committee on Energy and Commerce.

Noteworthy Changes in State Legislative Committees

California State Senate

Peninsula Senator Josh Becker has been named Chair of the Energy, Utilities and Communications Committee. He replaces Steven Bradford who left the Senate due to term limits. Los Banos state Senator Anna Caballero returns as a member of the Energy Committee. The size of the Committee has shrunk and is now comprised of 16 members, still large by Senate Committee standards.

The full Energy, Utilities and Communications Committee roster as recently announced:

Senator Josh Becker (D-Menlo Park), Chair

Senator Rosilcie Ochoa Bogh (R-Yucaipa), Vice Chair

Senator Benjamin Allen (D-Santa Monica)

Senator Bob Archuleta (D-Pico Rivera)

Senator Jesse Arreguin (D-Berkeley)

Senator Angelique V. Ashby (D-Sacramento)

Senator Anna M. Caballero (D-Merced)

Senator Megan Dahle (R-Bieber)

Senator Lena A. Gonzalez (D-Long Beach)

Senator Shannon Grove (R-Bakersfield)
Senator Melissa Hurtado (D-Bakersfield)
Senator Monique Limón (D-Santa Barbara)
Senator Jerry McNerney (D-Pleasanton)
Senator Susan Rubio (D-Baldwin Park)
Senator Henry I. Stern (D-Los Angeles)
Senator Aisha Wahab (D-Hayward)

Replacing Senator Becker as the Chair of the Budget Subcommittee #2 on Resources, Environmental Protection and Energy is Senator Ben Allen (D-Santa Monica).

Senator Scott Wiener remains Chair of the Committee on Budget and Fiscal Review.

Senator Caballero will continue to wield the gavel at the Committee on Appropriations.

California State Assembly

Assembly Speaker Robert Rivas has announced Committee assignments for the current session.

Notable committee Chair assignments include:

Asm. Cottie Petrie-Norris (D-Irvine) who will continue as Chair of the Assembly Committee on Utilities and Energy.

Asm. Jacqui Irwin (D-Thousand Oaks) will Chair the Joint Legislative Committee on Climate Change Policies.

Asm. Esmerelda Soria (D-Los Banos) retains the gavel at the Committee on Agriculture.

Asm. Marc Berman (D-Pacifica) will chair the Committee on Business and Professions.

Asm. Diane Papan (D-San Mateo) returns as Chair of the Committee on Water, Parks, and Wildlife.

Of significance to Peninsula Clean Energy, Assembly Member Diane Papan (D-San Mateo) was appointed to the Committee on Utilities and Energy.

The full Assembly Utilities and Energy committee membership:

Cottie Petrie-Norris (D-Irvine), Chair
Joe Patterson (R-Rocklin), Vice Chair
Tasha Boerner (D-Solana Beach)
Lisa Calderon (D-City of Industry)
Phillip Chen (R-Brea)

Mark Gonzalez (D-Los Angeles)
Joseph Harabedian (D-Pasadena)
Gregg Hart (D-Santa Barbara)
Jacqui Irwin (D-Thousand Oaks)
Ash Kalra (D-San Jose)

Diane Papan (D-San Mateo)

Chris Rogers (D-Santa Rosa)
Pilar Schiavo (D-Santa Clarita)
Nick Schultz (D-Burbank)

Tri Ta (R-Westminster)
David Tangipa (R-Fresno)
Greg Wallis (R-Rancho Mirage)
Rick Zbur (D-Los Angeles)
(Public Policy Objective B, Key Tactic 1)

ATTACHMENTS:

[February 2025 Bill Matrix \(1\).docx](#)

Status of 2025 Legislative Session Bills
As of February 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 remove the January 1, 2026, sunset 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.	Referred to the Assembly Committee on Local Government			This is a simple sunset removal to extend the policy first enacted by AB 2449, the bill Asm. Rubio authored in 2022. The bill is sponsored by the CA Special Districts Assn.
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	Awaiting committee referral			

Status of 2025 Legislative Session Bills
As of February 14, 2025
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	storage systems do not include battery energy storage systems 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 authorizes any city or county to make changes to 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 June 1, 2025, until June 1, 2031, inclusive, prohibit a city or county from making changes 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. By requiring a city or county to take certain actions relating to building standards, this bill would impose a state-mandated local program.	Awaiting committee referral			
AB 526 (Papan)	This bill would require the Energy Commission, in coordination with the PUC, Air Resources	Awaiting committee referral			

Status of 2025 Legislative Session Bills
As of February 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				
AB 527 (Papan) CEQA: Geothermal Exploratory Projects	This bill proposes to create a categorical exemption from CEQA for geothermal exploratory wells.	Awaiting committee referral			This is a follow up bill to Asm. Papan's AB 1359, which PCE supported.
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 a special rate structure for data centers, as defined, that, among other things, protects residential ratepayers and small businesses and prevents cost shifts to those existing ratepayers and ensures electrical grid investments to serve data centers are fully recovered.	Referred to the Senate Committee on Energy, Utilities & Communications			

Status of 2025 Legislative Session Bills
As of February 14, 2025
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 239 (Arreguín) Brown Act Exemption: Subsidiary Bodies	This bill would authorize a subsidiary body, defined as one that serves exclusively in an advisory capacity and has no final decision-making authority, to use similar alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. To use teleconferencing pursuant to this act, the bill would require the legislative body that established the subsidiary body by charter, ordinance, resolution, or other formal action to make specific findings by 2/3 vote before the subsidiary body uses teleconferencing for the first time and every 12 months thereafter.	Awaiting committee referral			A very similar bill was attempted in the last session as AB 817 (Pacheco). The bill failed to pass the Senate Local Government Committee as the author refused to accept certain amendments.
SB 282 (Wiener) Residential Heat Pump Systems: Water Heaters and HVAC: Permit Streamlining	This bill would require the commission, on or before January 1, 2027, to establish a statewide certification program for licensed contractors of residential heat pump water heaters and heat pump HVAC systems to obtain a heat pump installation certification. The bill would authorize a licensed contractor with a heat pump system installation certification described above to self-certify that the installation of a residential heat pump water heater or heat pump HVAC system meets all relevant code requirements without any requirement that an inspector be present for the installation, and	Awaiting committee referral			This bill is co-sponsored by SPUR, Bay Area Air District, and Building Decarb Coalition

Status of 2025 Legislative Session Bills
As of February 14, 2025
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	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	This bill is Senator Laird's placeholder for a proposed policy in response to the Moss Landing battery fire.	Needs substantive language to receive a committee referral.			
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.	Awaiting committee referral			
SB 332 (Wahab) PUC Commissioners	Would require the Energy Commission, in coordination with the public advisor and the PUC, on or before March 31, 2026, to issue a request for proposals for a team to undertake a study to (1) conduct a historical energy justice assessment of IOU operations and impacts, (2) complete a comparative analysis of the benefits and challenges of transitioning the IOUs to a	Awaiting committee referral			

Status of 2025 Legislative Session Bills
As of February 14, 2025
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	successor entity in order to identify a recommended model, and, (3) if the study finds that it is in the best long-term interests of the people and ecologies of California to transition away from an IOU model, create a justice-centered implementation plan for managing the transition. The bill would require the Energy Commission to hold a public proceeding and submit a report of the study team's findings and recommendations to the Legislature no later than 24 months after selecting the study team for the feasibility portion of the study, and no later than 36 months after selecting the study team for the implementation plan portion of the study, as specified.				



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 27, 2025
MEETING DATE: February 27, 2025
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Kelly Lew-Quintal, Risk Manager

SUBJECT: Energy Supply Procurement Quarterly Report

BACKGROUND

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

DISCUSSION

This memo summarizes all short-term energy procurement contracts entered into by the Chief Executive Officer or the Senior Director of Power Resources since the Board meeting in November 2024.

Execution Month	Purpose	Counterparty	Term
December	Purchase of GHG-Free Energy	Merced Irrigation District	12 Months
December	Purchase of GHG-Free Energy	Merced Irrigation District	6 Months
December	Purchase of GHG-Free Energy	Pacific Gas and Electric Company	12 Months
December	Purchase of Resource Adequacy	Ava Community Energy Authority	6 Months
December	Purchase of Resource Adequacy	Central Coast Community Energy	1 Months
December	Purchase of Resource Adequacy	Central Coast Community Energy	14 Months
December	Purchase of Resource Adequacy	Pacific Gas and Electric Company	1 Months
January	Sale of Resource Adequacy	Ava Community Energy Authority	1 Months
February	Sale of Resource Adequacy	Dynegy Marketing and Trade LLC	6 Months

STRATEGIC PLAN

The above contracts were executed in December 2024, January 2025, and February 2025 to support the Power Resources Objective 2 for Procurement: Procure power resources to meet regulatory mandates and internal priorities at affordable cost.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 18, 2025
MEETING DATE: February 27, 2025
VOTE REQUIRED: None

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

DISCUSSION

California Public Utilities Commission (CPUC)

Power Charge Indifference Adjustment (PCIA) Reform

The California Public Utilities Commission (CPUC) has opened a new proceeding to reassess the Power Charge Indifference Adjustment (PCIA). The PCIA is the most prominent exit fee that Peninsula Clean Energy (PCE) customers pay to Pacific Gas & Electric Company (PG&E). The PCIA appears on the generation portion of CCA customers' monthly bills as a volumetric charge, and the PCIA compensates PG&E for the energy it procured on the customer's behalf before the customer departed PG&E electric generation service to enroll in PCE. The amount of money that our customers must contribute through the PCIA varies each year because of changes in market values for electricity, capacity, and greenhouse gas-free attributes. The market value of these three commodities factors into the annual PCIA benchmark calculations, which take place in the Energy Resource Recovery Account (ERRA) Forecast proceedings.

Changes to the benchmark calculations for the PCIA have significant impacts on CCAs' own ratemaking. The sum of both the PCIA and the CCA generation rate must be compared to PG&E's otherwise applicable electric generation rate to determine whether a CCA customer is paying less or more for electricity under their CCA service. If, for example, a CCA is committed to guaranteeing a lower cost of service to its customers, then annual fluctuations in the PCIA rates heavily impact how much revenue can be collected from customers through the CCA generation rates. Unfortunately, CCAs have no control over this rate, which is calculated using methodology established by the California Public Utilities Commission. Nevertheless, CCAs are consistently engaging in the PCIA rate setting cases to ensure no miscalculations or anti-competitive manipulations of the rate calculations occur. Periodically the CPUC convenes rulemaking proceedings to consider changes to the underlying methodology of the PCIA. The last such case started in 2017 and continued through 2023.

For this new proceeding the CPUC has established two phases. Phase 1 aims to explore

expedited changes to how capacity is valued in PCIA for the 2026 rate adjustment. The CPUC intends to issue a proposed decision on Phase 1 matters in May 2025. Phase 2 aims to consider more sweeping and longer-term changes to the PCIA calculation methodology. PCE, in coordination with California Community Choice Association (CalCCA) and other CCAs, will be closely engaging in this case, to make sure any cost implications for our customers are thoroughly considered.

Energy Efficiency - FLEXMarket

On February 4, 2025, the CPUC issued Resolution E-5366, titled “Guidance to rectify miscalculated budgets of Energy Efficiency Programs administered by Community Choice Aggregators.” The Resolution found that PCE and six other CCAs, who each administered energy efficiency (EE) programs certified by the CPUC, had budgets approved by the CPUC that were miscalculated.^[1] These EE programs are funded by distribution rate revenue (i.e., the IOU-side of the electric bill) and therefore CCAs must submit their budgets for certification by the CPUC. The Resolution also provides guidance to rectify the miscalculated budgets. Lastly, the Resolution directs those CCAs that had not spent the entirety of their previously approved budget to return a portion of that budget to their Investor-Owned Utility (IOU), for a combined total of \$16,213,531. The IOU is then directed to return that funding to both bundled and unbundled ratepayers.

In May 2022, the CPUC certified PCE’s \$4,678,563 budget to run its FLEXMarket program. ^[2] The three-year implementation period for that funding is scheduled to close in May 2025. Following the issuance of Resolution E-5366, PCE began the process to return \$893,217 as directed. The Resolution also grants PCE to retain \$322,431 to continue to run its program through the end of the three-year implementation period.

California Public Utilities Code Section 381.1(e) and (f) allows CCAs to “elect to administer” EE programs that are funded by revenue collected through distribution charges (i.e. on the IOU side of the electric bill), which is why CCAs must receive CPUC certification. In 2014, the CPUC adopted a formula to calculate the maximum funding a CCA may elect to administer; however, much ambiguity remained about the data inputs for that formula. This ambiguity led to these budget miscalculations, and the CPUC Resolution acknowledges the ambiguity in how to determine the correct input.

PCE staff are currently coordinating with CPUC staff to develop a new budget to provide a new round of funding for its FLEXMarket program. The calculation of this budget takes clear direction from the recent resolution to avoid recreating the same miscalculation error. PCE must seek approval of the program implementation plan from the PCE Board of Directors before it can be submitted to the CPUC for certification. PCE is planning to bring the new implementation plan to the Board in April.

PG&E Billing Modernization Initiative

On October 23, 2024, Pacific Gas and Electric Company (PG&E) filed Application (A.) 24-10-014 with the CPUC requesting approval of PG&E’s Billing Modernization Initiative (Initiative). The Initiative includes a complete overhaul of PG&E’s current billing system, and the construction of a new system via Oracle’s Billing Cloud Services. PG&E has requested the CPUC authorize them to recover \$761 million to cover the costs of the Initiative via electric rates through 2030. PG&E states that the Initiative is essential to enable modern billing and

reduce the significant risk posed by outdated billing systems.

The Application is a revised version of the billing system upgrade proposal PG&E submitted in June 2021 in its 2023 General Rate Case (GRC). The CPUC rejected PG&E's initial proposal requesting \$176.8 million in recovered costs, \$584.5 million less than PG&E requested in the recent Application. In rejecting the request for cost recovery of the original \$176.8 million proposal in 2021, the CPUC stated that PG&E did not provide the information necessary to establish the forecasted cost as reasonable.

PCE filed a protest to the Application on November 25, 2024, identifying the following preliminary issues for the Commission's consideration.

1. The Commission should ensure that PG&E's proposed Billing Modernization Initiative will equitably serve both bundled and unbundled customers.
2. In authorizing upgrades to PG&E's billing system, the Commission should, to the greatest extent possible, preserve customer affordability.
3. The Commission should ensure that PG&E's billing system upgrades support updates to bill presentation that facilitate fair competition between PG&E and CCAs.

PCE has coordinated with other CCAs in PG&E territory to establish a Joint CCA Working Group to engage in this proceeding. The Joint CCAs are in the process of contracting Keyes & Fox and NewGen to provide the necessary legal and technical expertise to evaluate PG&E's application.

Resource Adequacy (RA)

1. Planning Reserve Margin (PRM) Policy Reform

In response to methodological issues with the July 2024 Loss of Load Expectation Study (LOLE), the CPUC issued a revised study for the Planning Reserve Margin (PRM) for 2026. The PRM is an administratively set buffer of excess resource capacity that the CPUC, in consultation with the California Independent System Operator (CAISO), imposes as a procurement mandate on all Load-Serving Entities (LSEs). CCAs, Investor-Owned Utilities, and Direct Access providers are all considered LSEs under California statute. The PRM buffer is designed to ensure reliable electricity service through periods of high grid strain, such as during peak summer heatwaves.

Based on the CPUC revised study, Energy Division staff is recommending a PRM for 2026 of 22.5% for June through September and 21% from October through May. This represents a numerical increase from the 2025 PRM, but some of this increase is the result of higher accreditation values for wind and solar. The recommended PRM has been higher than the requirement for PCE for several years, largely to contain costs, with the IOUs tasked with procuring additional capacity if possible.

Considering the new study and a new emphasis on affordability at the CPUC, the CPUC is exploring two proposals for the 2026 PRM:

Option 1: would continue with a 17% PRM for Load Serving Entities, while IOUs procure up to 22.5% and bill out customers for their share.

Option 2: would assign the full 22.5% to Load Serving Entities to procure but also allow a

waiver of the requirement above 17% if capacity were not available at a reasonable price.

PCE staff is heavily engaged in CPUC RA policymaking because RA constitutes a significant portion of PCE's procurement costs. To date, PCE staff has pressured the CPUC to evaluate RA policy through the context of *both* affordability and reliability. PCE staff views the Option 2 waiver mechanism a positive potential development, as it could create a strong downward pressure on prices as LSEs would not be in a position of having to accept any price to fill their RA requirements.

2. Unforced Capacity (UCAP) Policy Reform

The CPUC and CAISO are also jointly considering implementing an Unforced Capacity (UCAP) counting methodology for storage and thermal units that would derate the value of these resources to account for their outages. This would lower costs relatively speaking for LSEs that have more wind and solar by requiring the LSEs contracting with thermal resources to cover the costs of their outages, instead of spreading them to all LSEs as now. Because PCE's supply portfolio focuses on renewable and greenhouse gas-free resources, this potential change to a UCAP methodology could reduce costs to serve our customers.

California Independent System Operator (CAISO)

The California Independent System Operator continues to implement stakeholder processes that are likely to have critical impacts on Peninsula Clean Energy's operations. Timely updates from these processes include:

1. **Resource Adequacy:** The CAISO is evaluating the accreditation value of thermal and storage resources, as described above. CAISO is also evaluating removing or changing substitution requirements, which could make a large volume of RA capacity available that is currently withheld for substitution, increasing supply and reducing prices. This process will also be taking up PCE's proposals to reform the Maximum Import Capability process with an eye toward increasing the ability to import capacity from out of state.
2. **Demand Response and Distributed Energy Resources:** CAISO has launched a proceeding to evaluate ways to make it easier for DR and DER to participate in CAISO markets and potentially get resource adequacy credit, making such local energy projects considerably more economic.

[1] The other CCAs are Lancaster Choice Energy, Redwood Coast Energy Authority, San Jose Clean Energy, Sonoma Clean Power Authority, Ava Community Energy, and CleanPowerSF.

[2] The FLEXMarket program came before PCE's Board of Directors in November 2021.

STRATEGIC PLAN

(Public Policy Objective A, Key Tactic 1, and Key Tactic 2; Public Policy Objective C, Key Tactic 3)



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: February 21, 2025

MEETING DATE: February 27, 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:

[California Community Power Board Meeting Report for 2025 - 01 - 22.pdf](#)

California Community Power

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

TO: CC Power Board of Directors and Alternates **DATE:** 2/5/25
FROM: Alex Morris – General Manager
SUBJECT: **Report on CC Power Regular Board of Directors Meeting – January 22, 2025**

The CC Power Board of Directors held its December Board Meeting on January 22, 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 December 18, 2024.
 - Resolution 25-01-01 – *Acknowledgement of Receipt and Review of 2023 and 2024 Audit and Receipt of the Financial Statements of California Community Power*. The audit had no material findings.
- **Regular Agenda Items:**
 - **Resolution 25-01-2 – Election of California Community Power Officers:** The Board unanimously elected the slate of officers for 2025: Lori Mitchell (SJCE) as Chair, Geof Syphers (SCPA) as Vice-Chair, Mitch Sears (VCE) as Treasurer, and Howard Chang (Ava) as Secretary.
 - **General Manager Report:** the General Manager provided updates in several areas, including administrative updates and plans to evolve some General Counsel functions, new project considerations, and expected or potential upcoming decisions where the Board will be asked to vote on whether to pursue negotiations (Phase 2) for several projects or joint-action ideas. The Board lightly discussed how recent Federal Executive Orders may affect project considerations or timelines.
 - **2025-2026 Work-Planning and Budgeting Process and Schedule:** The finalized project plan for work-planning and budgeting process was presented to the Board. This process will involve meetings with members, the use of working groups and an *Ad Hoc* Committee of the Board, and surveys. Chair Lori Mitchell formed an *Ad Hoc* 2025-2026 Budget Committee, comprised of Chair Mitchell (SJCE), Treasurer Sears (VCE), Director Padilla (SVCE), and Director Marshall (PCE).



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: January 17, 2025

MEETING DATE: February 27, 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)
 IJJA – Infrastructure Investment and Jobs Act
 IRA – Inflation Reduction Act
 IRP – Integrated Resource Plan
 IVR – Interactive Voice Response
 ITC – Investment Tax Credit (it’s a solar tax credit)
 JCC – Joint Cost Comparison
 JPA – Joint Powers Authority
 JRC – Joint Rate Comparison
 JRM – Joint Rate Mailer
 kW – kilowatt (Power)
 kWh – Kilowatt-hour (Energy)
 Lancaster Energy
 Light Duty Vehicle - passenger vehicles such as cars and small pickup trucks
 LDS – Long Duration Storage
 LDES – Long Duration Energy Storage
 LIHEAP- Low Income Home Energy Assistance Program
 Load Shaping – changing when grid energy is used
 LSE – Load Serving Entity
 MCE – Marin Clean Energy
 Methane Gas - formerly known as ‘natural gas’
 Microgrid – building or community energy system
 Mid Duty Vehicle – vehicles such as passenger vans
 MW – Megawatt (Power) = 1000 kW
 MWh – Megawatt-hour (Energy) = 1000 kWh

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

TOU Rates – Time of Use Rates

Valley Clean Energy

VGI – Vehicle-Grid Integration

V2G – Vehicle-to-Grid

VPP – Virtual Power Plant

WECC – Western Energy Coordinating Council

WREGIS – Western Renewable Energy Generation Information System

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

WWGPI - West-Wide Governance Pathways Initiative