

**California Community Power**

# Regular Meeting of the Board of Directors of CC Power

**1:00 P.M.**

**Wednesday, December 14, 2022**

**Teleconference Meeting**

# California Community Power

## NOTICE OF REGULAR MEETING AND AGENDA

Notice is hereby given that a regular meeting of the Board of Directors of California Community Power will be held on **December 14, 2022, at 1:00 p.m. The meeting will be held via teleconference pursuant to the provisions of Government Code Section 54935(e) (Assembly Bill 361).**

The following information is being provided as the forum by which members of the public may observe the meeting and offer public comment:

**Phone number:** 1-669-219-2599 or 1-213-338-8477

**Webinar ID:** 896 5486 5310

**Meeting Link:** <https://svcleanenergy-org.zoom.us/j/89654865310>

If a member of the public would like to make a comment during the public comment period, please use the 'Raise Hand' function and staff will note your desire to speak. Alternatively, for members of the public joining by telephone (audio only), please email your public comment to [comments@cacommunitypower.org](mailto:comments@cacommunitypower.org). Public comment received by email will be read within the allotted public comment period.

### AGENDA

- 1 Call to Order.**
- 2 Verification of Meeting Quorum.**
- 3 Matters subsequent to posting the Agenda.**
- 4 Public Comment** – any member of the public may address the Board of Directors concerning any matter not on the agenda.
- 5 Consent Agenda.**
  - A. Minutes of the Regular Board Meeting held on November 16, 2022.
  - B. Resolution 22-12-01 *Determination that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the Proclaimed State of Emergency.*
- 6 Regular Agenda Items – Discussion.**
  - A. Update from General Manager Search *ad hoc* Committee.
  - B. Resolution 22-12-02 *Resolution Approving and Adopting The CC Power Strategic Business Plan.*
  - C. Resolution 22-12-03 *Resolution Approving Amendment No. 1 to the Tumbleweed Energy Storage Service Agreement and Delegating Authority to the Interim General Manager to Execute the Amendment.*
  - D. Resolution 22-12-04 *Resolution Approving Amendments to the CC Power Project Participation Share Agreements and Delegating Authority to the Interim General Manager to Execute the Amendments.*
  - E. Resolution 22-12-05 *Resolution Setting the Regular Meeting Dates for 2023.*
  - F. Discussion on End of COVID-19 State of Emergency in California and meeting protocols.
- 7 Discussion of Any Individual Member Items.**
- 8 Adjournment.**

Accessible Public Meetings - Upon request, CC Power will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 3 days before the meeting. Requests should be sent to: Amy Freeman, 555 Capitol Mall, Suite 570, Sacramento, CA 95814 or to [info@cacommunitypower.org](mailto:info@cacommunitypower.org).

## California Community Power

# Consent Agenda Items

- A. **Minutes of the Regular Meeting of the Directors of CC Power held on November 16, 2022.**
- B. **Resolution 22-12-01 *Determination that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the Proclaimed State of Emergency.***

MINUTES OF THE REGULAR MEETING OF THE DIRECTORS OF  
CALIFORNIA COMMUNITY POWER (CC POWER)

November 16, 2022

On this date, a Regular Meeting of the Directors of CC Power was held via teleconference, pursuant to the provisions of Assembly Bill 361.

Representatives:

<b>Member Agency</b>	<b>Director</b>
Central Coast Community Energy (3CE)	Robert Shaw, Alternate
CleanPowerSF	Barbara Hale
East Bay Community Energy (EBCE)	Absent
Peninsula Clean Energy (PCE)	Jan Pepper
Redwood Coast Energy Authority (RCEA)	Matthew Marshall
San José Clean Energy (SJCE)	Lori Mitchell
Silicon Valley Clean Energy (SVCE)	Girish Balachandran
Sonoma Clean Power Authority (SCP)	Geof Syphers, Chair
Valley Clean Energy	Mitch Sears

Other Participants:

Tim Haines	General Manager, Interim
Brittany Iles	General Counsel
Phyllis Currie	Consultant

1. Call to Order: Chair Syphers called the meeting to order at 1:01 p.m.
2. Verification of Meeting Quorum: Ms. Iles verified that there was a quorum to proceed. Attendance is noted above. Alternate Director Robert Shaw joined after the vote on the Consent Agenda. All Directors present participated via teleconference.
3. Matters Subsequent to Posting the Agenda: None.
4. Public Comment (any matter not on the agenda): None.
5. Consent Agenda:  
Public Comment: None.

**ACTION:** M/S (Sears/Pepper) to **approve the Consent Agenda**. Motion carried by a unanimous roll call vote (Absent: Alternate Director Shaw and Director Chaset).

MINUTES OF THE REGULAR MEETING OF THE DIRECTORS OF  
CALIFORNIA COMMUNITY POWER (CC POWER)

6. Regular Agenda Items – Discussion:

A. General Counsel Update on End of COVID-19 State of Emergency in California.

Ms. Iles provided an update on the California Brown Act. She noted the State of Emergency will end on February 28, 2023, and the Board will need to meet in person or comply with the full noticing requirements under the Brown Act. She also reviewed the AB 2449 teleconference requirements.

Chair Syphers invited comments from the Board. Directors Pepper, Shaw, Sears, Balachandran, and Hale provided comments. Chair Syphers recommended continuing the discussion at the December Board meeting.

Public Comment: None.

B. Update from Strategic Business Plan *ad hoc* Committee.

Mr. Haines introduced this item. Ms. Currie provided a review of the draft three-year Strategic Business Plan, the suggested timeline, and the goals for each year.

Chair Syphers invited comments from the Board. Directors Sears, Hale, Balachandran, and Mitchell provided comments and suggestions.

Public Comment: None.

C. Update from General Manager *ad hoc* Committee.

Chair Syphers provided a brief update on behalf of the General Manager *ad hoc* Committee. The committee is ready to engage a recruiter and release a solicitation for a full-time General Manager.

Chair Syphers invited comments from the Board. Directors Mitchell, Balachandran, and Hale responded with comments and questions.

Public Comment: None.

- i. Resolution 22-11-02 Authorization to Issue a Request for Proposal, Execute Contract with Recruiter, Conduct interviews, and Develop a Contract for General Manager Services.

<p><b>ACTION:</b> M/S (Balachandran/Mitchell) to <b>approve Resolution 22-11-02 Authorization to Issue a Request for Proposal, Execute Contract with Recruiter, Conduct interviews, and Develop a Contract for General Manager Services.</b> Motion carried by a unanimous roll call vote. (Absent: Director Chaset).</p>
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7. Discussion of Any Individual Member Items: None.

The Board of Directors adjourned at 2:11 p.m.

Minutes approved on December 14, 2022.

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Brittany Iles, Secretary

**California Community Power  
Resolution 22-12-01**

**DETERMINATION THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO  
THE HEALTH OR SAFETY OF ATTENDEES AS A RESULT OF  
THE PROCLAIMED STATE OF EMERGENCY**

WHEREAS, on March 4, 2020 the Governor of California proclaimed a state of emergency in California as a result of the threat of COVID-19; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20 authorizing exemptions to certain notice requirements under the Ralph M. Brown Act to facilitate virtual meetings of a legislative body of a local agency; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-12 extending the provisions of N-29-20 until September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor of California signed Assembly Bill 361 which provides for the continued suspension of certain notice requirements for virtual meeting when a legislative body of a local agency holds a meeting during a declared state of emergency and either:

- (1) state or local officials have imposed or recommended measures to promote social distancing,
- or
- (2) the legislative body holds a meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, pursuant to Government Code Section 54935(e) (Assembly Bill 361), a legislative body of a local agency must, not later than 30 days after teleconferencing for the first time pursuant to Section 54935(e), and every 30 days thereafter, reconsider the circumstances of the state of emergency and determine that the state of emergency continues to directly impact the ability of the members to meet safely in person.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power has reconsidered the state of emergency and hereby determines that meeting in person continues to present imminent risks to the health or safety of attendees as a result of the proclaimed state of emergency.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 14<sup>th</sup> day of December, 2022.

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Chair

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Attest by: Secretary

## California Community Power

# Agenda Item 6B

1. **Resolution 22-12-02 *Resolution Approving and Adopting The CC Power Strategic Business Plan.***

# California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | cacommunitypower.org

Date: December 14, 2022  
From: Tim Haines, Interim General Manager  
To: CC Power Board of Directors  
CC: General Counsel  
Subject: **Strategic Business Plan**

The purpose of this memo is to seek CC Power Board (“Board”) approval of Resolution No. 22-12-02, approving and adopting the CC Power Strategic Business Plan.

The Board approved a budget allowance for consulting support to an ad hoc committee to develop a three-year Strategic Business Plan (“Plan”) in June 2022. Ad hoc Committee Members Sears (lead), Balachandran, and Mitchell, along with Phyllis Currie and the Interim General Manager, presented the Board progress updates in September and October. A draft of the final plan was presented to the Board in November.

This final Plan is presented for your approval.

**California Community Power  
Resolution 22-12-02**

**RESOLUTION APPROVING AND ADOPTING THE CC POWER STRATEGIC BUSINESS PLAN**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS, JPA Section 4.01 provides that CC Power shall be administered by a Board of Directors, which shall be vested with the powers set forth in the JPA, and shall have the authority to provide for the general management and oversight of the affairs, property, and business of CC power; and

WHEREAS, the CC Power Board determined there was a need to develop a strategic plan to establish CC Power’s objectives and future direction; and

WHEREAS, on June 15, 2022, the CC Power Board approved an increased budget to support the development of a Strategic Business Plan; and

WHEREAS, in coordination with an outside consultant, CC Power Staff has developed a three-year Strategic Business Plan for approval by the CC Power Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves and adopts the Strategic Business Plan, attached hereto as Attachment A.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 14<sup>th</sup> day of December, 2022, by the following vote:

		Aye	No	Abstain	Absent
Central Coast Community Energy	Tom Habashi				
CleanPowerSF	Barbara Hale				
East Bay Community Energy	Nick Chaset				
Peninsula Clean Energy	Jan Pepper				
Redwood Coast Energy Authority	Matthew Marshall				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Girish Balachandran				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

\_\_\_\_\_

Chair

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Attest by: Secretary



December 2022

Strategic Business Plan

# About Us

## California Community Power is a Joint Powers Agency

**Nine** California Community Choice Aggregators have come together to partner on our shared vision to accelerate the transition to a clean energy future.

**Community Choice Aggregators**, or CCAs, provide competitively priced, clean energy choices to their communities

**24 CCAs** serve more than 11 million customers in 201 towns, cities and counties throughout California.

CC Power members represent over 3 million customers across 148 municipalities spanning from Humboldt County to Santa Barbara County.



# Vision and Mission

**Vision:** To leverage the buying power of our members to deliver more cost-effective, clean and reliable energy solutions for our customers.

**Mission:** To develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs and services for the use of and by its Members. CC Power is not intended to be a policy-or advocate, though it may, from time to time, advance or support public policies in support of its purpose that do not conflict with interest or policies advanced by any Member.



# Our Values

**Acting together through CC Power will provide benefits greater than acting alone.**



CC Power can be an enabler for:

- Meeting current and future regulatory and resource requirements and projects
- Identifying opportunities for efficiencies in providing programs and services serving the goals of your respective agencies
- Realizing opportunities provided with the Inflation Reduction Act

# Strategic Priorities

<b>Build</b>	Build organizational capacity to provide value to members including hiring a full-time general manager and clarifying or adding operating policies and procedures.
<b>Implement</b>	Successfully implement agreements for long duration storage and firm capacity resources [geothermal]
<b>Pursue</b>	Pursue opportunities enabled by the Inflation Reduction Act, including innovative technologies.
<b>Achieve</b>	Achieve savings through joint procurement of programs and services

# Business Plan Framework

**Year 1**

CC Power successfully implements four committed projects and builds its organizational capacity to support further joint investments on behalf of its members.

**Year 2**

CC Power Adds to its Portfolio of Projects, Programs and Services

**Year 3**

Dream Big  
Build, own, operate projects  
Explore innovation



# Suggested Timeline

## Strategic Business Plan, GM & Budget



Board of Directors

Adopt SBP

12/22

Hire GM

02/23

Adopt 23/24 Budget

06/23

Adopt 24/25 Budget

06/24



General Manager

GM evaluate SBP and provides action plan in 60-90 days

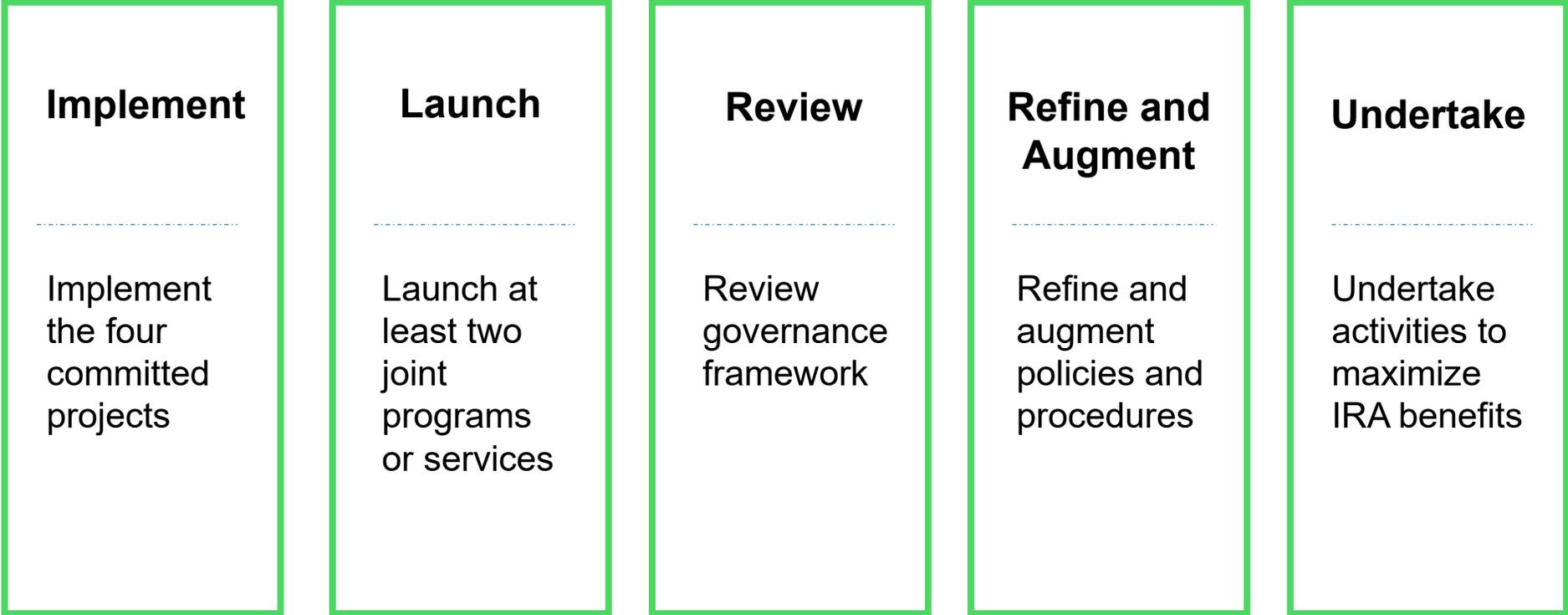
01/23

GM updates SBP

01/24

*General Manager assesses strategic business plan and develops an action plan for Board approval*

# Year One Focus



## Year 1 - Successfully Implement four committed projects - \$2.2 billion

### **Consistent theme from member interviews**

- Viewed as reinforcing credibility

### **Complete Coordinated Operations Agreement and Scheduling Coordinator Agreement**

- Manage all pre-COD contractual obligations

### **Review and standardize project oversight processes (GM's 1st 90 days)**

- Transfer responsibility for project committee functions to General Manager
- GM assigns tasks and coordinates work of consultants
- GM works collaboratively with project participants
  - Continues to draw on expertise of member staff while freeing them to pursue responsibilities of their 'day jobs'
  - Coordinates work to identify future projects and engage in work needed to bring proposals to Board
  - Create process for addressing technical, financial and legal concerns of participating members or those considering participation

# Year 1 - Identify top two priority programs/services and prepare plans



## **Develop processes to assess member needs and interests**

Consider flexible models for participation; partnerships; expanding or replicating successful work underway by CC Power members

### Examples

- Customer billing interface with PG&E
- Scheduling coordination
- Data management
- Direct installation of energy efficiency
- Energy rebate processing
- Joint procurement: EV charging equipment; solar hot water heaters
- Consulting services for IRPs
- Emerging technologies

# Year 1 - Governance Framework (GM's 1st 90 days days)

## Review Governance Framework

### Refine role of board and general manager

- Board-set policies, approve agreements and budgets, give direction to GM
- GM-Operating responsibility; proposes policies, budgets, coordinates proposals, and vendor selection, responsible for contract negotiation and agreements – approved by board

### Working Groups/committees – Redefine role

- Composed of members staff; meet as needed
- Informal meetings without decision making authority ( not Brown Act)
- Provide input and support to GM; share interests and ideas
- Ensure member concerns are addressed
- GM reports to Board on group activities

### Consultant resources

- Engaged as needed
- Board authorizes; may delegate to GM authority to manage resources

This framework ensures the GM is responsible and member staff expertise is integrated into decisions.

# Year 1 - Functional Areas for board actions, policies and procedures

## **Financial – What’s required to support CC Power current and future obligations?**

- New 1-year budget for FY 23-24 (new fiscal year starts July 2023 per Board action in October 2022) (GM’s 1st 90 days)
- Payments, Cash requirements and Reserve requirements
- Options for financing future projects
- Credit rating?
- Evaluate collaboration with California Financing Authority?



# Year 1 - Functional Areas for board actions, policies and procedures

## Communications - Who is CC Power?

- Creates greater awareness of CC Power as an entity
- Attracts prospective market participants, prospective vendors and partners
- Increases awareness of benefits from CC Power investments



# Year 1 - Undertake activities in preparation for maximizing benefits of IRA

## **Monitor Internal Revenue Service implementation process and public comments submitted**

- Decisions on rules and process expected in 2023
- Rules around direct pay of tax credits of particular importance
- Other provisions address bonus credit or deduction amounts with respect to prevailing wage, apprenticeship, domestic content and energy community requirements

## **Organize one or more workshops on the IRA; separately or with CalCCA**

## **Engage financial and legal consultants to explore ways to optimize the IRA provisions**

# Year 2 - Add Projects that use the benefits of the IRA; Expand Portfolio of Programs and Services

Continue capacity building

Assess implications of direct or indirect ownership of resources

- Resource and budget requirements to manage development, construction and operating risks of generation ownership
- Managing exposure to CA liability and inverse condemnation rules

Continue to assess issues around financing and credit

Assess opportunities to partner –SMUD, NCPA, SCPPA, RENs, other CCAs

Investigate existing programs of members that might be expanded or replicated



# Year 2 - Potential Projects



EV charging installations-  
turn-key services



Joint subscription services  
(e.g., S& P Global)



Joint energy efficiency  
programs



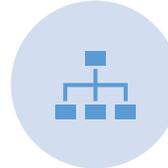
Joint rebate processing  
services



Data management services



Risk assessment and risk  
management services



Creation of pooled services  
for administrative functions,  
human resources and  
employee benefit programs

# Year 3 - Explore emerging technologies - share risks

## Projects to consider

- Large scale on-shore wind, off-shore wind and geothermal projects
- Ownership as well as PPAs
- Solar and solar with storage
- Energy storage
  - Stand-alone and long-duration
  - Energy storage with renewable projects
  - Demonstration energy storage projects – new technologies
- Central management of demand response



## California Community Power

# Agenda Item 6C

1. ***Resolution 22-12-03 Resolution Approving Amendment No. 1 to the Tumbleweed Energy Storage Service Agreement and Delegating Authority to the Interim General Manager to Execute the Amendment.***

# California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | cacommunitypower.org

Date: December 14, 2022

From: Tim Haines, Interim General Manager

To: CC Power Board of Directors and Alternates – Participants to the Tumbleweed Project Agreements

CC: General Counsel

Subject: **Tumbleweed Energy Storage Service Agreement Amendment**

The purpose of this memo is to seek CC Power Board (“Board”) approval of Resolution No. 22-12-03 allowing for the execution of Amendment No. 1 to the Energy Storage Service Agreement.

The Board-approved Tumbleweed ESSA for long duration storage (“Tumbleweed Project”) became effective on January 24, 2022. The Tumbleweed Project was awarded deliverability status from the California Independent System Operator (“ISO”) on 69 megawatts (“MW”) of a 75 MW nameplate project. This status effectively limited the Resource Adequacy value the project could provide to only 69 MW, instead of 75 MW, which is the reason the participating community choice aggregators (“CCAs”) previously limited the contract to 69 MW. However, the ISO recently granted the project deliverability for the full 75 MW and therefore the ability to deliver 75MW of Resource Adequacy, instead of 69 MW.

The participating CCAs to the Tumbleweed Project have preliminarily agreed to receive their entitlement percentage share, as specified in the existing ESSA, of the incremental 6 MW. The adjusted participant shares are provided in Table 1.

**Table 1: Project Participant Share**

<b>Project Participant</b>	<b>Entitlement Percentage Share</b>	<b>Existing Participant Share at 69 MW</b>	<b>Increased Participant Share MW</b>	<b>Revised Participant Share MW</b>
CPSF	16.06%	11.08	0.96	12.04
PCE	19.69%	13.59	1.18	14.77
RCEA	3.62%	2.5	0.22	2.72
SJCE	22.28%	15.37	1.34	16.71
SVCE	21.25%	14.66	1.28	15.94

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A Joint Powers Agency whose members are:

Central Coast Community Energy | CleanPowerSF | East Bay Community Energy | Peninsula Clean Energy | Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power | Valley Clean Energy

SCP	12.95%	8.94	0.78	9.72
VCE	4.15%	2.86	0.25	3.11
Total	100%	69.0	6.0	75.0

Some CCAs may need to seek approval from their respective governing boards. In the event one or more CCAs is not able to receive the incremental capacity, the other CCAs will be required to take the additional capacity as provided for in the step-up provision.

No other amendments are needed to the existing Tumbleweed Project ESSA to affect the delivery of the incremental capacity. There are no changes required to the Project Participation Share Agreement (PPSA).

The proposed Amendment to the Tumbleweed Project ESSA has been reviewed by the individual Tumbleweed Project participants.

**California Community Power  
Resolution 22-12-03**

**RESOLUTION APPROVING AMENDMENT NO.1 TO THE TUMBLEWEED ENERGY STORAGE  
SERVICE AGREEMENT AND DELEGATING AUTHORITY TO THE INTERIM GENERAL MANAGER  
TO EXECUTE THE AMENDMENT**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS, on January 19, 2022, the CC Power Board approved the Tumbleweed LDS Project and associated Energy Storage Service Agreement for a 69 MW Project; and

WHEREAS, the Tumbleweed Project has subsequently been awarded deliverability status from the California Independent System Operator for the full 75 MW nameplate capacity of the project enabling the project to be eligible to receive 75 MW of Resource Adequacy value; and

WHEREAS, the Tumbleweed Project Participants have preliminarily agreed to increase their entitlement percentage share of the project to accommodate the additional 6 MW; and

WHEREAS, Amendment No. 1 to the Tumbleweed Energy Storage Service Agreement revises the Agreement to account for the additional 6 MW.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby:

1. Approves Amendment No. 1 to the Tumbleweed Energy Storage Service Agreement in substantially final form attached hereto as Attachment A.
2. Delegates the authority to the General Manager to execute the Amendment described above and attached hereto.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 14<sup>th</sup> day of December, 2022, by the following vote:

		Aye	No	Abstain	Absent
Central Coast Community Energy	Tom Habashi				
CleanPowerSF	Barbara Hale				
East Bay Community Energy	Nick Chaset				
Peninsula Clean Energy	Jan Pepper				
Redwood Coast Energy Authority	Matthew Marshall				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Girish Balachandran				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Attest by: Secretary

**EXECUTION VERSION**

**AMENDMENT NO. 1 TO ENERGY STORAGE SERVICE AGREEMENT**

This **AMENDMENT NO. 1 TO ENERGY STORAGE SERVICE AGREEMENT** (“Amendment”) dated as of \_\_\_\_\_ (the “Amendment Effective Date”) is entered into by and between Tumbleweed Energy Storage, LLC (“Seller”) and California Community Power, a California joint powers authority (“Buyer”), (collectively, the “Parties”). This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Energy Storage Service Agreement dated January 24, 2022 (the “ESSA”) between the Parties and constitutes part of and is subject to the terms and provisions of such ESSA. This Amendment, and the ESSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the “Agreement.”

**RECITALS:**

**WHEREAS**, the Parties entered into that certain Energy Storage Service Agreement with an Effective Date of January 24, 2022 (the “ESSA”); and

**WHEREAS**, the Parties desire to increase the Guaranteed Capacity and modify certain other terms of the ESSA.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.**

All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the ESSA, as amended hereby.

2. **Amendments to the ESSA.**

- a. Cover Sheet ‘Description of Facility’ is hereby amended by deleting “69 MW/552 MWh” and replacing it with “75 MW/600 MWh”.
- b. Cover Sheet ‘Milestones’ table is hereby amended by deleting “Partial Capacity Deliverability Status” and replacing it with “Full Capacity Deliverability Status” and replacing the associated Expected Date for Completion of “3/16/2018” with “3/18/2022”.
- c. Cover Sheet ‘Guaranteed Capacity’ and ‘Dedicated Interconnection Capacity’ are both hereby amended by deleting “69 MW” in both and replacing with “75 MW”.
- d. Cover Sheet ‘Security Amount’ is hereby amended by deleting “[REDACTED] of Guaranteed Capacity” for the Development Security and replacing it with “[REDACTED] of Guaranteed Capacity”.
- e. Article 1 Definition of ‘Guaranteed Flexible Capacity’ is hereby amended by deleting “69 MW” and “PCDS” and replacing them with “75 MW” and “FCDS”, respectively.
- f. Article 1 Definition of ‘Guaranteed Net Qualifying Capacity’ is hereby amended by deleting “69 MW” and “PCDS” and replacing them with “75 MW” and “FCDS”, respectively.

## Attachment A to Resolution 22-12-03

- g. Article 1 Definition of 'RA Guarantee Date' is hereby amended by deleting "Partial Capacity Deliverability Status" and replacing it with "Full Capacity Deliverability Status".
  - h. Article 1 Definition of 'RA Shortfall Month' is hereby amended by deleting "PCDS" and replacing it with "FCDS".
  - i. Section 2.2(c) is hereby amended by deleting "Partial Capacity Deliverability Status" and replacing it with "Full Capacity Deliverability Status".
  - j. Section 3.3 is hereby amended by deleting both references to "Partial Capacity Deliverability Status" and replacing them with "Full Capacity Deliverability Status".
  - k. Section 3.3(b) 'is hereby amended by deleting "Partial Capacity Deliverability Status" and replacing it with "Full Capacity Deliverability Status".
  - l. Exhibit A 'Facility Description' is hereby amended by deleting "69 MW/552 MWh" and replacing it with "75 MW/600 MWh".
  - m. Exhibit O 'Capacity and Efficiency Rate Tests' Part II Note is hereby amended by deleting "Guaranteed Storage Capacity" and replacing it with "Guaranteed Capacity".
  - n. Exhibit Q 'Operating Restrictions' is hereby amended by deleting "69" and replacing it with "75" for all of the following: "Guaranteed Capacity (MW)", "Effective Capacity (MW)", "Maximum Charging Capacity (MW)", and "Maximum Discharging Capacity (MW)".
  - o. Exhibit Q 'Operating Restrictions' is hereby amended by deleting "552" and replacing it with "600" for "Maximum Storage Level (MWh)".
  - p. Exhibit Q 'Operating Restrictions' is hereby amended by adding a footnote No. 1 to "Effective Capacity (MW)" as follows: "1. Expected Capacity (MW) as of the Effective Date, subject to the most recent Capacity Test (including the Commercial Operation Capacity Test)."
3. **General.**
- a. **No Other Changes.** Except as provided in this Amendment, the ESSA is not modified and continues in full force and effect. From and after the date hereof, references to the ESSA will be understood to mean the ESSA as amended by this Amendment.
  - b. **Governing Law.** This Amendment will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
  - c. **Counterparts.** This Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. Delivery of an executed signature page of this Amendment by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

*[Signatures appear on following page.]*

**EXECUTION VERSION**

**IN WITNESS WHEREOF**, this Parties hereto have caused this Amendment to be duly executed as of the Amendment Effective Date.

**TUMBLEWEED ENERGY STORAGE, LLC, a  
Delaware limited liability company**

**CALIFORNIA COMMUNITY POWER, a  
California joint powers authority**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## California Community Power

# Agenda Item 6D

1. ***Resolution 22-12-04 Resolution Approving Amendments to the CC Power Project Participation Share Agreements and Delegating Authority to the Interim General Manager to Execute the Amendments.***

# California Community Power

70 Garden Court, Suite 300, Monterey, CA 93940 | cacommunitypower.org

Date: December 14, 2022  
From: Tim Haines, Interim General Manager  
To: CC Power Board of Directors  
CC: General Counsel  
Subject: **CC Power Project Participation Share Agreement Amendments**

The purpose of this memo is to seek CC Power Board (“Board”) approval of Resolution No. 22-12-04 approving amendments to four Project Participation Share Agreements (“PPSAs”) associated with approved CC Power projects.

## **Background**

The CC Power Board approved the Tumbleweed Long Duration Storage (“LDS”) Project on January 19, 2022, the Goal Line Storage LDS Project on February 25, 2022, and the Fish Lake Geothermal and the Ormat Geothermal Portfolio Projects on May 31, 2022.

Each project consisted of two agreements to which CC Power is a party: (i) the Energy Storage Service Agreement (“ESSA”)/Power Purchase Agreement (“PPA”), and (ii) the PPSA. Under the PPSAs CC Power members participating in the project (“Project Participants”) agree to fund CC Power’s payment obligations so that CC Power can make timely payments under the ESSA or PPA. The PPSAs also address how Project Participants administer and manage each of the projects and direct CC Power’s actions under the ESSAs or PPAs.

Subsequent to the Board’s approval of the projects listed above, the Board approved the development of a three-year Strategic Business Plan which would help to define CC Power’s objectives and help to inform CC Power’s actions moving forward. The Final Strategic Business Plan, if adopted by the Board, makes various recommendations associated with the governance of CC Power and the responsibilities of the General Manager and CC Power Project Participants. Specifically, the Strategic Business Plan recommends that CC Power reevaluate its governance framework, hire a full-time General Manager, and transfer the responsibilities from Project Participants to the General Manager. These changes incorporate comments from Project Participants’ staff.

**Staff Recommendation**

The original PPSAs established detailed rules and procedures for the conduct of a Project Committee to be comprised of each Project Participant and further created administratively burdensome processes associated with the management of the CC Power projects. CC Power Staff recommends that the Board approve amendments to each of the PPSAs to better align the project processes with the Strategic Business Plan. The proposed amendments would streamline management of the CC Power projects by transferring responsibility from the Project Committee to the General Manager and by removing overly burdensome procedures and processes associated with everyday actions that will be necessary in the administration of the projects.

**Conclusion**

CC Power Staff is recommending that the Board approve the proposed PPSA amendments and further delegate authority to the Interim General Manager to coordinate with the Project Participants to make any additional amendments as may be necessary consistent with the Strategic Business Plan to better streamline the project management process.

**California Community Power  
Resolution 22-12-04**

**RESOLUTION APPROVING AMENDMENTS TO THE CC POWER PROJECT PARTICIPATION  
SHARE AGREEMENTS AND DELEGATING AUTHORITY TO THE INTERIM GENERAL MANAGER  
TO EXECUTE THE AMENDMENTS**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS, on January 19, 2022, the CC Power Board approved the Tumbleweed LDS Project and associated Project Participation Share Agreement; and

WHEREAS, on February 25, 2022, the CC Power Board approved the Goal Line Storage LDS Project and associated Project Participation Share Agreement; and

WHEREAS, on May 31, 2022, the CC Power Board approved the Fish Lake Geothermal Project and associated Project Participation Share Agreement; and

WHEREAS, on May 31, 2022, the CC Power Board approved the Ormat Geothermal Portfolio Project and associated Project Participation Share Agreement; and

WHEREAS, the project participation share agreements discussed above established detailed rules and procedures for the conduct of a Project Committee to be comprised of the CC Power member Project Participants and created administratively burdensome processes associated with administration of the CC Power projects; and

WHEREAS, on December 14, 2022, the CC Power Board adopted a Strategic Business Plan defining CC Power’s objectives and future direction; and

WHEREAS, the Strategic Business Plan includes, among other recommendations, a recommendation of the transfer of responsibilities from project participants to the CC Power General Manager and a recommendation to revisit the CC Power governance framework; and

WHEREAS, the CC Power Board determined amendments were necessary to the project participation share agreements listed above to remove the Project Committee procedures and transfer responsibility of the projects to the CC Power General Manager in order to better align with the goals of the Strategic Business Plan and CC Power’s objectives.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby:

1. Approves the Project Participation Share Agreement Amendments in substantially final form attached hereto as Attachment A.
2. Delegates authority to the General Manager, in coordination with Project Participants, to approve any additional changes necessary to achieve the objectives of the Project Participation Share Agreement Amendments.
3. Delegates the authority to the General Manager to execute the Amendments to the Project Participation Share Agreements described above and attached hereto.

**California Community Power  
Resolution 22-12-04**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 14<sup>th</sup> day of December, 2022, by the following vote:

		Aye	No	Abstain	Absent
Central Coast Community Energy	Tom Habashi				
CleanPowerSF	Barbara Hale				
East Bay Community Energy	Nick Chaset				
Peninsula Clean Energy	Jan Pepper				
Redwood Coast Energy Authority	Matthew Marshall				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Girish Balachandran				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

\_\_\_\_\_

Chair

\_\_\_\_\_

Attest by: Secretary

**AMENDMENT NO. 1 TO  
FISH LAKE GEOTHERMAL  
PROJECT PARTICIPATION SHARE AGREEMENT**

among

**CENTRAL COAST COMMUNITY ENERGY**

and

**CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC  
UTILITIES COMMISSION CLEANPOWERSF**

and

**PENINSULA CLEAN ENERGY**

and

**REDWOOD COAST ENERGY AUTHORITY**

and

**CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY**

and

**SILICON VALLEY CLEAN ENERGY**

and

**SONOMA CLEAN POWER**

and

**VALLEY CLEAN ENERGY**

and

**CALIFORNIA COMMUNITY POWER**

**AMENDMENT NO. 1 TO  
FISH LAKE GEOTHERMAL  
PROJECT PARTICIPATION SHARE AGREEMENT**

This AMENDMENT NO. 1 to FISH LAKE GEOTHERMAL PROJECT PARTICIPATION SHARE AGREEMENT (“Amendment”), dated as of \_\_\_\_\_, (the “Amendment Effective Date”) is entered into by and among Central Coast Clean Energy, a California joint powers authority, the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Peninsula Clean Energy, a California joint powers authority, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy, a California joint powers authority, Sonoma Clean Power, a California joint powers authority, and Valley Clean Energy, a California joint powers authority (each individually a “Project Participant” and collectively referred to as the “Project Participants”) and California Community Power (“CCP”), a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated September 22, 2022 (the “PPSA”) This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the “Agreement.”

**RECITALS**

**WHEREAS**, CCP and the Project Participants entered into the Fish Lake Geothermal Project Participation Share with an Effective Date of September 22, 2022 (the “PPSA”); and

**WHEREAS**, CCP and the Project Participants desire to modify certain terms of the PPSA.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.
2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.
3. Amendments to the PPSA.
  - a. Article 1 Definition of “Amended Annual Budget” is hereby deleted and replaced with the following language: “**Amended Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - b. Article 1 Definition of “Annual Budget” is hereby deleted and replaced with the following language: “**Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - c. Article 1 Definition of “CCP Manager” is hereby deleted and replaced with the following language: “**CCP Manager**” means the General Manager of California Community Power

Attachment A to Resolution 22-12-04

or any person who is designated by the CCP Board to act in the capacity of the General Manager.

- d. Article 1 Definition of “Project Committee” is hereby deleted.
  - e. Article 1 Definition of “Project Rights” is hereby deleted and replaced with the following language: “**Project Rights**” means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.
  - f. Article 1 Definition of “Shared Facilities Agreements” is hereby deleted and replaced with the following language: “**Shared Facilities Agreements**” has the meaning set forth in Section 6.3 of the PPA.
  - g. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.
  - h. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.
  - i. Article 8 is hereby deleted and replaced with the language contained in Exhibit C of this Amendment.
  - j. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting “call a meeting of the Project Committee and.”
  - k. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting all reference to the “Project Committee” and replacing it with “Project Participants.”
  - l. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting “approved by the Project Committee through a Normal Vote” and replacing it with “approved by the CCP Manager.”
  - m. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting “and upon approval of such transfer by the Project Committee,.”
  - n. Exhibit D of the PPSA is hereby deleted.
4. No Other Changes. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PPSA as amended by this Amendment.
  5. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

<p>California Community Power</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Central Coast Community Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>Clean Power San Francisco</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	

Attachment A to Resolution 22-12-04

<p>Peninsula Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Redwood Coast Energy Authority</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>San José Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Silicon Valley Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

Sonoma Clean Power	Valley Clean Energy
By:	By:
Name: _____	Name: _____
Title: _____	Title: _____
Approved as to form by Counsel	Approved as to form by Counsel
By:	By:
Name: _____	Name: _____
Title: _____	Title: _____

APPROVAL DRAFT

**EXHIBIT A**

**ARTICLE 5**

**OBLIGATIONS OF CCP AND ROLE OF CCP BOARD**

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the PPA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the PPA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the PPA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the PPA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the PPA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated damages include, but are not limited to Daily Delay Damages, RA Deficiency Amount, Capacity Damages, Guaranteed Energy Production Damages, Damage Payment, and Termination Payment.

(i) Environmental Attributes. CCP shall take such actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the PPA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the PPA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, if it has employees, shall maintain Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars (\$1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of CCP's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement and shall name each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim, and an annual aggregate of not less than One Million Dollars (\$1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant certificates of insurance evidencing such coverage with insurers with ratings comparable to A-VII or higher, and that are authorized to do business in the State of California, in a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

## 5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the PPA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) and Section 5.2(a)(xiii) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Facility, and CCP's rights and interests in the Facility.

(ii) PPA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the PPA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those

budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget or proposed Amended Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of PPA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(b) of this Agreement, as to an early termination of the PPA pursuant to Section 11.2 of the PPA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(c) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.1 of the PPA other than any assignment pursuant to Sections 14.2 or 14.3 of the PPA.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(d) of this Agreement, as to an assignment by CCP to a financing entity.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.1 of the PPA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the PPA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the PPA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited the books and cost records of CCP, and/or the Project Developer to the extent authorized under the PPA.

(xiii) Compliance Expenditures. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(f) of this Agreement, as to Compliance Expenditures, as specified in Section 3.12(c), (d), and (e) of the PPA. If the CCP Board authorizes CCP to agree to reimburse Project Developer for Accepted Compliance Costs, then such amount shall be added to the amount of Operating Costs included in the Monthly Cost calculation for the subsequent month.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

APPROVAL DRAFT

**EXHIBIT B**

**ARTICLE 6**

**ROLE AND RESPONSIBILITIES OF CCP MANAGER**

6.1. Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the PPA.

(d) Review each invoice submitted by Project Developer and request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the PPA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the Project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the PPA or a Project Participant, for Confidential Information as described in Section 18.2 of the PPA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 2.3 of the PPA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the PPA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

6.2. CCP Manager Recommendations to the CCP Board.

(a) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(b) Early Termination of PPA. Recommend to the CCP Board an early termination of the PPA pursuant to Section 11.2 of the PPA.

(c) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.1 of the PPA other than any assignment pursuant to Sections 14.2 or 14.3 of the PPA.

(d) Buyer Financing Assignment. Recommend to the CCP Board an assignment by CCP to a financing entity.

(e) Change of Control. Recommend to the CCP Board any Change of Control requiring CCP's consent, as specified in Section 14.1 of the PPA.

(f) Compliance Expenditures. Recommend to the CCP Board any Compliance Expenditures, as specified in Section 3.12(c), (d), and (e) of the PPA.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) Confirmation by the CCP Manager that the requirements of Exhibit B of the PPA have been satisfied, such that the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date has been extended.

(c) Any exercise of CCP's rights under the PPA upon the occurrence of an Event of Default has occurred under Section 11.1 of the PPA.

(d) The approval of any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Facility and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Environmental Attributes associated with the Facility and the control and use of the Facility.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Facility.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Facility-related data and technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the Project Developer, experts, consultants or others.

(g) The approval or modification of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Facility.

(h) The approval or modification of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the PPA, the Development Security or the Performance Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating the values, quantities, volumes, or costs of the Product from the Facility.

(j) Any recommendations made by the CCP Manager to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Facility).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Facility.

(l) The approval of any Remedial Action Plan submitted by Project Developer to CCP pursuant to Section 2.4 of the PPA.

(m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 2.2 of the PPA.

(n) The approval of the return of the Development Security to Project Developer in accordance with Section 8.8 of the PPA.

(o) The approval of the return of any unused Performance Security to Project Developer in accordance with Section 8.9 of the PPA.

(p) The collection of any liquidated damages owed by Project Developer to CCP under the PPA, or any draw upon the Development Security or Performance Security.

(q) Any dispute by CCP of an invoice pursuant to Section 8.5 of the PPA.

(r) The approval of the return of the CP Security to Project Developer in accordance with Section 8.7 of the PPA.

(s) The approval of the submission of the Pseudo-tie Participating Generator Agreement in accordance with Section 2.2(b) of the PPA.

(t) The approval of the submission of the Meter Service Agreement in accordance with Section 2.2(c) of the PPA.

(u) The approval of the submission of the Interconnection Agreement in accordance with Section 2.2(d) of the PPA.

(v) Confirmation by the CCP Manager that Project Developer has secured the required Firm Transmission Rights in accordance with Section 2.2(f) of the PPA.

(w) Confirmation by the CCP Manager that Project Developer has received CEC Precertification for the Facility in accordance with Section 2.2(g) of the PPA.

(x) Any direction to the Project Developer to submit a Green-e® Energy Tracking Attestation Form the Product delivered under the PPA to the Center for Resource Solutions pursuant to Section 4.10 of the PPA.

(y) Any direction to the Project Developer to change the Negative LMP Strike Price in pursuant to subdivisions (e) of Exhibit C of the PPA.

6.4. Subcommittees. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the PPA or this Agreement.

(a) Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection with their duties on such subcommittee shall be the responsibility of the Project Participant which they represent and shall not be an expense payable under this Agreement.

6.5. Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the PPA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

APPROVAL DRAFT

**EXHIBIT C**

**ARTICLE 8**

**OPERATING ACCOUNT**

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to the single highest forecasted Monthly Cost over the first Contract Year. The Project Participants shall review, and, if appropriate, recommend approval of or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three (3), the product of which is multiplied by such Project Participant's Entitlement Share ("Operating Account Amount").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of the Construction Start Date pursuant to Exhibit B of the PPA, the Effective Date, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the PPA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the PPA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

**AMENDMENT NO. 1 TO  
GOAL LINE STORAGE  
PROJECT PARTICIPATION SHARE AGREEMENT**

among

**CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC  
UTILITIES COMMISSION CLEANPOWERSF**

and

**REDWOOD COAST ENERGY AUTHORITY**

and

**CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY**

and

**SILICON VALLEY CLEAN ENERGY**

and

**SONOMA CLEAN POWER**

and

**VALLEY CLEAN ENERGY**

and

**CALIFORNIA COMMUNITY POWER**

APPROVAL DRAFT

**AMENDMENT NO. 1 TO  
GOAL LINE STORAGE  
PROJECT PARTICIPATION SHARE AGREEMENT**

This AMENDMENT NO. 1 to GOAL LINE STORAGE PROJECT PARTICIPATION SHARE AGREEMENT (“Amendment”), dated as of \_\_\_\_\_, (the “Amendment Effective Date”) is entered into by and among the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy, a California joint powers authority, Sonoma Clean Power, a California joint powers authority, and Valley Clean Energy, a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated May 18, 2022 (the “PPSA”) This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the “Agreement.”

**RECITALS**

**WHEREAS**, CCP and the Project Participants entered into the Goal Line Storage Project Participation Share with an Effective Date of May 18, 2022 (the “PPSA”); and

**WHEREAS**, CCP and the Project Participants desire to modify certain terms of the PPSA.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.
2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.
3. Amendments to the PPSA.
  - a. Article 1 Definition of “Amended Annual Budget” is hereby deleted and replaced with the following language: “**Amended Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - b. Article 1 Definition of “Annual Budget” is hereby deleted and replaced with the following language: “**Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - c. Article 1 Definition of “CCP Manager” is hereby deleted and replaced with the following language: “**CCP Manager**” means the General Manager of California Community Power or any person who is designated by the CCP Board to act in the capacity of the General Manager.
  - d. Article 1 Definition of “Project Committee” is hereby deleted.

Attachment A to Resolution 22-12-04

- e. Article 1 Definition of “Project Rights” is hereby deleted and replaced with the following language: “**Project Rights**” means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.
  - f. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.
  - g. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.
  - h. Article 7 is hereby deleted and replaced with the language contained in Exhibit C of this Amendment.
  - i. Article 8 is hereby deleted and replaced with the language contained in Exhibit D of this Amendment.
  - j. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting “call a meeting of the Project Committee and.”
  - k. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting all reference to the “Project Committee” and replacing it with “Project Participants.”
  - l. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting “approved by the Project Committee through a Normal Vote” and replacing it with “approved by the CCP Manager.”
  - m. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting “and upon approval of such transfer by the Project Committee,.”
  - n. Exhibit D of the PPSA is here by deleted.
4. No Other Changes. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PPSA as amended by this Amendment.
  5. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

<p>California Community Power</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Clean Power San Francisco</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>Redwood Coast Energy Authority</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>San José Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

APPROVED DRAFT

Attachment A to Resolution 22-12-04

<p>Silicon Valley Clean Energy Authority</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Sonoma Clean Power Authority</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>Valley Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	

**EXHIBIT A**

**ARTICLE 5**

**OBLIGATIONS OF CCP AND ROLE OF CCP BOARD**

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the ESSA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the ESSA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the ESSA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the ESSA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the ESSA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated Damages include, but are not limited to Daily Delay Damages, RA Deficiency Amount, Damage Payment, and Termination Payment.

(i) Charging and Discharging Energy. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Charging Energy from the grid to the Point of Delivery to enable CCP to exercise its rights and obligations in connection with Charging Energy in accordance with the requirements of the ESSA. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Discharging Energy from the Point of Delivery to the grid to enable

CCP to maximize the value of the ESSA to the Project Participants in accordance with the requirements of the ESSA.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the ESSA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the ESSA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, if it has employees, shall maintain Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability

insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars (\$1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of CCP's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement and shall name each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim, and an annual aggregate of not less than One Million Dollars (\$1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant certificates of insurance evidencing such coverage with insurers with ratings comparable to A-VII or higher, and that are authorized to do business in the State of California, in a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

## 5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the ESSA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Facility, and CCP's rights and interests in the Facility.

(ii) ESSA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the ESSA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget or proposed Amended Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of ESSA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(b)(ii) of this Agreement, as to an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(b)(iii) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(d) of this Agreement, as to an assignment by CCP to a financing entity.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the ESSA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the ESSA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited

the books and cost records of CCP, and/or the Project Developer to the extent authorized under the ESSA.

(xiii) Scheduling Coordinator Services Agreement. Upon a recommendation the CCP Manager pursuant to Section 6.2(f), the CCP Board shall review, modify, and approve, or delegate the authority to approve, a Scheduling Coordinator Services Agreement or amendment thereto.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

APPROVAL DRAFT

**EXHIBIT B**

**ARTICLE 6**

**ROLE AND RESPONSIBILITIES OF CCP MANAGER**

6.1 Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the ESSA.

(d) Review each invoice submitted by Project Developer and shall request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the ESSA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the ESSA or a Project Participant, for Confidential Information as described in Section 18.2 of the ESSA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 2.3 of the ESSA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the ESSA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

6.2. CCP Manager Recommendations to the CCP Board.

(i) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(ii) Early Termination of ESSA. Recommend to the CCP Board regarding an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(iii) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(iv) Buyer Financing Assignment. Recommend to the CCP Board regarding an assignment by CCP to a financing entity.

(v) Change of Control. Recommend to the CCP Board regarding any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(vi) Scheduling Coordinator. Recommend to the CCP Board regarding the selection of a Scheduling Coordinator and the form of the Scheduling Coordinator Services Agreement, including any amendments thereto. Such Scheduling Coordinator Services Agreement shall: (i) require that the scheduling and dispatch of the Project is in accordance with the criteria set forth in the Coordinated Operations Agreement; (ii) include the Scheduling Coordinator responsibilities specified in the Coordinated Operations Agreement; and (iii) address requirements relating to CAISO settlements, the Operating Restrictions, and communications and reporting from the Scheduling Coordinator to the Project Participants.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) Confirmation by the CCP Manager that the requirements of Exhibit B of the ESSA have been satisfied, such that the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date has been extended.

(c) Any exercise of CCP's rights under the ESSA if an Event of Default has occurred under Section 11.1 of the ESSA or under the Scheduling Coordinator Services Agreement.

(d) The approval of any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Facility and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Environmental Attributes associated with the Facility and the control and use of the Facility.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Facility.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Facility-related data and storage information, technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the Project Developer, experts, consultants or others.

(g) The approval or modification of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Facility, and the supply, scheduling, and use of Charging Energy.

(h) The approval or modification of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the ESSA, the Development Security or the Performance Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating storage resources or the values, quantities, volumes, or costs of the Product from the Facility.

(j) Any recommendations made by the CCP Manager to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery,

accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Facility).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Facility.

(l) The approval of any Remedial Action Plan submitted by Project Developer to CCP pursuant to Section 2.4 of the ESSA.

(m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 2.2 of the ESSA.

(n) The approval of the return of the Development Security to Project Developer in accordance with Section 8.7 of the ESSA.

(o) The approval of the return of any unused Performance Security to Project Developer in accordance with Section 8.8 of the ESSA.

(p) The collection of any liquidated damages owed by Project Developer to CCP under the ESSA, or any draw upon the Development Security or Performance Security.

(q) Any dispute by CCP of an invoice pursuant to Section 8.5 of the ESSA.

(r) The collection of any damages owed by the Scheduling Coordinator to CCP under the Scheduling Coordinator Services Agreement or any action permitted by law to enforce CCP's rights under the Scheduling Coordinator Services Agreement, including but not limited to bringing any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement, or obligation against the Scheduling Coordinator.

6.4. Subcommittees. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the ESSA or this Agreement.

(a) Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection with their duties on such subcommittee shall be the responsibility of the Project Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the ESSA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

**EXHIBIT C**

**ARTICLE 7**

**COORDINATED OPERATIONS AGREEMENT**

7.1. Coordinated Operations Agreement. The Project Participants shall establish a Coordinated Operations Agreement by and among CCP and all Project Participants for purposes of operating the Project.

7.2. [Reserved].

APPROVAL DRAFT

**EXHIBIT D**

**ARTICLE 8**

**OPERATING ACCOUNT**

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to a forecast of expected Monthly Capacity Payments over an entire Contract Year, divided by twelve (12). The Project Participants shall review, and, if appropriate, recommend approval of, or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three, the product of which is multiplied by such Project Participant's Entitlement Share ("**Operating Account Amount**").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of the Construction Start Date pursuant to Exhibit B of the ESSA, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the ESSA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the ESSA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

**AMENDMENT NO. 1 TO  
ORGP LLP GEOTHERMAL PORTFOLIO  
PROJECT PARTICIPATION SHARE AGREEMENT**

among

**CENTRAL COAST COMMUNITY ENERGY**

and

**CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC  
UTILITIES COMMISSION CLEANPOWERSEF**

and

**PENINSULA CLEAN ENERGY AUTHORITY**

and

**REDWOOD COAST ENERGY AUTHORITY**

and

**CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY**

and

**SILICON VALLEY CLEAN ENERGY AUTHORITY**

and

**SONOMA CLEAN POWER AUTHORITY**

and

**VALLEY CLEAN ENERGY**

and

**CALIFORNIA COMMUNITY POWER**

**AMENDMENT NO. 1 TO  
ORGP LLP GEOTHERMAL PORTFOLIO  
PROJECT PARTICIPATION SHARE AGREEMENT**

This AMENDMENT NO. 1 to ORGP LLP GEOTHERMAL PORTFOLIO PROJECT PARTICIPATION SHARE AGREEMENT (“Amendment”), dated as of \_\_\_\_\_, (the “Amendment Effective Date”) is entered into by and among Central Coast Clean Energy, a California joint powers authority, the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Peninsula Clean Energy Authority, a California joint powers authority, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy Authority, a California joint powers authority, Sonoma Clean Power Authority, a California joint powers authority, and Valley Clean Energy, a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated September 22, 2022 (the “PPSA”) This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the “Agreement.”

**RECITALS**

**WHEREAS**, CCP and the Project Participants entered into the ORGP LLP Geothermal Portfolio Project Participation Share with an Effective Date of September 22, 2022 (the “PPSA”); and

**WHEREAS**, CCP and the Project Participants desire to modify certain terms of the PPSA.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.
2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.
3. Amendments to the PPSA.
  - a. Article 1 Definition of “Amended Annual Budget” is hereby deleted and replaced with the following language: “**Amended Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - b. Article 1 Definition of “Annual Budget” is hereby deleted and replaced with the following language: “**Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - c. Article 1 Definition of “CCP Manager” is hereby deleted and replaced with the following language: “**CCP Manager**” means the General Manager of California Community Power or any person who is designated by the CCP Board to act in the capacity of the General Manager.

- d. Article 1 Definition of “Project Committee” is hereby deleted.
  - e. Article 1 Definition of “Project Rights” is hereby deleted and replaced with the following language: “**Project Rights**” means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.
  - f. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.
  - g. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.
  - h. Article 8 is hereby deleted and replaced with the language contained in Exhibit C of this Amendment.
  - i. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting “call a meeting of the Project Committee and.”
  - j. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting all reference to the “Project Committee” and replacing it with “Project Participants.”
  - k. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting “approved by the Project Committee through a Normal Vote” and replacing it with “approved by the CCP Manager.”
  - l. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting “and upon approval of such transfer by the Project Committee,.”
  - m. Exhibit D of the PPSA is here by deleted.
4. No Other Changes. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PSSA as amended by this Amendment.
  5. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

<p>California Community Power</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Central Coast Community Energy</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>
<p>Clean Power San Francisco</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>	

Attachment A to Resolution 22-12-04

<p>Peninsula Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Redwood Coast Energy Authority</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>San José Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Silicon Valley Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

APPROVED DRAFT

Attachment A to Resolution 22-12-04

<p>Sonoma Clean Power</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Valley Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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APPROVAL DRAFT

**EXHIBIT A**

**ARTICLE 5**

**OBLIGATIONS OF CCP AND ROLE OF BOARD**

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the PPA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the PPA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the PPA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the PPA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the PPA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated damages include, but are not limited to Delay Damages, RA Deficiency Amount, Capacity Buydown Damages, Shortfall Liquidated Damages, Damage Payment, and Termination Payment.

(i) Green Attributes. CCP shall take such actions or implement such measures as may be necessary to facilitate the transfer of Green Attributes from the Project Developer to the Project Participants.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement

Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the PPA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the PPA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, if it has employees, shall maintain Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars (\$1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of CCP's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement and shall name each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim, and an annual aggregate of not less than One Million Dollars (\$1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant certificates of insurance evidencing such coverage with insurers with ratings comparable to A-VII or higher, and that are authorized to do business in the State of California, in a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

## 5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the PPA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) and Section 5.2(a)(xiii) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Project, and CCP's rights and interests in the Project.

(ii) PPA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the PPA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those

budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of PPA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(b) of this Agreement, as to an early termination of the PPA pursuant to Section 13.3 of the PPA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(c) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.7.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(d) of this Agreement, as to an assignment by CCP to a financing entity.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.7 of the PPA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the PPA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the PPA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited the books and cost records of CCP, and/or the Project Developer to the extent authorized under the PPA.

(xiii) Compliance Expenditures. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(f) of this

Agreement, as to Compliance Costs as specified in Section 8.6(c) of the PPA. If the CCP Board authorizes CCP to agree to reimburse Project Developer for Accepted Compliance Costs, then such amount shall be added to the amount of Operating Costs included in the Monthly Cost calculation for the subsequent month.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

APPROVAL DRAFT

**EXHIBIT B**

**ARTICLE 6**

**ROLE AND RESPONSIBILITIES OF CCP MANAGER**

6.1. Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the PPA.

(d) Review each invoice submitted by Project Developer and request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the PPA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the Project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the PPA or a Project Participant, for Confidential Information as described in Section 14.21 of the PPA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 3.6 of the PPA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the PPA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

(l) Within three hundred and sixty-five (365) days of the Effective Date, adopt procedures for all Project Participants to acquire additional import capability rights or other similar rights for each Proposed Facility, and a process for directing CCP to accept or reject each Proposed Facility based on the acquisition of such import capability rights or other similar rights, as specified in Section 3.1 of the PPA.

6.2. CCP Manager Recommendations to the CCP Board.

(a) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(b) Early Termination of PPA. Recommend to the CCP Board regarding an early termination of the PPA pursuant to Section 13.3 of the PPA.

(c) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.7 of the PPA.

(d) Buyer Financing Assignment. Recommend to the CCP Board regarding an assignment by CCP to a financing entity.

(e) Change of Control. Recommend to the CCP Board any Change of Control requiring CCP's consent, as specified in Section 14.7 of the PPA.

(f) Compliance Expenditures. Recommend to the CCP Board any Compliance Expenditures, as specified in Section 8.6(c) of the PPA.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) [Reserved.]

(c) Any exercise CCP's rights under the PPA upon the occurrence of a Default under Section 13.1 of the PPA.

(d) The approval of any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Project and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Green Attributes associated with the Project and the control and use of the Project.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Project.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Project-related data and technical information, Project reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the the Project Developer, experts, consultants or others.

(g) The approval of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Project.

(h) The approval of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the PPA, the Development Security or the Delivery Term Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating the values, quantities, volumes, or costs of the Product from the Project.

(j) Any recommendations made by the CCP Manager to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Project).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Project.

- (l) Reserved.
- (m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 3.5 of the PPA.
- (n) The approval of the return of the Project Development Security to Project Developer in accordance with Section 5.9(c) of the PPA.
- (o) The approval of the return of any unused Delivery Term Security to Project Developer in accordance with Section 5.9(d) of the PPA.
- (p) The collection of any liquidated damages owed by Project Developer to CCP under the PPA, or any draw upon the Project Development Security or Delivery Term Security.
- (q) Any dispute by CCP of invoices pursuant to Section 11.3 of the PPA.
- (r) Any direction to the Project Developer to change the Negative LMP Strike Price in pursuant to Appendix A of the PPA.
- (s) Any direction to take such actions or implement such measures as may be necessary to facilitate the transfer of Green Attributes from the Project Developer to the Project Participants.
- (t) Any direction to the Project Developer to purchase Energy in excess of Maximum Generation pursuant to Section 3.10 of the PPA
- (u) Any demand of payment and collection of damages pursuant to Section 3.11 of the PPA.
- (v) Any direction to withhold funds from Project Developer pursuant to Section 6.1(c) of the PPA.
- (w) Any direction to designate an authorized representative pursuant to Section 14.1 of the PPA.
- (x) Any direction to either accept or reject the Notice of Revised Net Capacity, as specified in Section 3.9 and 6.1 of the PPA.

6.4. Subcommittees. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the PPA or this Agreement.

6.5. Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection

with their duties on such subcommittee shall be the responsibility of the Project Participant which they represent and shall not be an expense payable under this Agreement.

6.6. Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the PPA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

APPROVAL DRAFT

**EXHIBIT C**

**ARTICLE 8**

**OPERATING ACCOUNT**

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to the single highest forecasted Monthly Cost over the first Contract Year. The Project Participants shall review, and, if appropriate, recommend approval of or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three (3), the product of which is multiplied by such Project Participant's Entitlement Share ("**Operating Account Amount**").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of Buyer's Notice that a Proposed Facility shall be an Included Facility pursuant to Section 3.1 of the PPA, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the PPA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the PPA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

**AMENDMENT NO. 1 TO  
TUMBLEWEED ENERGY STORAGE  
PROJECT PARTICIPATION SHARE AGREEMENT**

among

**CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC  
UTILITIES COMMISSION CLEANPOWERSF**

and

**PENINSULA CLEAN ENERGY AUTHORITY**

and

**REDWOOD COAST ENERGY AUTHORITY**

and

**CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY**

and

**SILICON VALLEY CLEAN ENERGY AUTHORITY**

and

**SONOMA CLEAN POWER AUTHORITY**

and

**VALLEY CLEAN ENERGY**

and

**CALIFORNIA COMMUNITY POWER**

**AMENDMENT NO. 1 TO  
TUMBLEWEED ENERGY STORAGE  
PROJECT PARTICIPATION SHARE AGREEMENT**

This AMENDMENT NO. 1 to TUMBLEWEED ENERGY STORAGE PROJECT PARTICIPATION SHARE AGREEMENT (“Amendment”), dated as of \_\_\_\_\_, (the “Amendment Effective Date”) is entered into by and among the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Peninsula Clean Energy Authority, a California joint powers authority, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy Authority, a California joint powers authority, Sonoma Clean Power Authority, a California joint powers authority, and Valley Clean Energy, a California joint powers authority (each individually a “Project Participant” and collectively referred to as the “Project Participants”) and California Community Power (“CCP”), a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated April 19, 2022 (the “PPSA”) This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the “Agreement.”

**RECITALS**

**WHEREAS**, CCP and the Project Participants entered into the Tumbleweed Energy Storage Project Participation Share with an Effective Date of April 22, 2022 (the “PPSA”); and

**WHEREAS**, CCP and the Project Participants desire to modify certain terms of the PPSA.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.
2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.
3. Amendments to the PPSA.
  - a. Article 1 Definition of “Amended Annual Budget” is hereby deleted and replaced with the following language: “**Amended Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - b. Article 1 Definition of “Annual Budget” is hereby deleted and replaced with the following language: “**Annual Budget**” means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.
  - c. Article 1 Definition of “CCP Manager” is hereby deleted and replaced with the following language: “**CCP Manager**” means the General Manager of California Community Power

or any person who is designated by the CCP Board to act in the capacity of the General Manager.

- d. Article 1 Definition of “Project Committee” is hereby deleted.
  - e. Article 1 Definition of “Project Rights” is hereby deleted and replaced with the following language: “**Project Rights**” means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.
  - f. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.
  - g. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.
  - h. Article 7 is amended to include the language contained in Exhibit C
  - i. Article 8 is hereby deleted and replaced with the language contained in Exhibit D of this Amendment.
  - j. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting “call a meeting of the Project Committee and.”
  - k. Exhibit C Section (a)(i)(A) “Establish Entitlement Share Reduction Compensation Amount” is hereby amended by deleting all reference to the “Project Committee” and replacing it with “Project Participants.”
  - l. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting “approved by the Project Committee through a Normal Vote” and replacing it with “approved by the CCP Manager.”
  - m. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting “and upon approval of such transfer by the Project Committee.”
  - n. Exhibit D of the PPSA is here by deleted.
4. No Other Changes. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PPSA as amended by this Amendment.
  5. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

<p>California Community Power</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Clean Power San Francisco</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
<p>Redwood Coast Energy Authority</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>San José Clean Energy</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>

Silicon Valley Clean Energy Authority	Sonoma Clean Power Authority
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Approved as to form by Counsel	By: _____
By: _____	Name: _____
Name: _____	Title: _____
Title: _____	By: _____
	Name: _____
	Title: _____
	By: _____
	Name: _____
	Title: _____
	Approved as to form by Counsel
	By: _____
	Name: _____
	Title: _____

APPROVAL DRAFT

<p>Valley Clean Energy</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>	
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APPROVAL DRAFT

**EXHIBIT A**

**ARTICLE 5  
OBLIGATIONS OF CCP AND ROLE OF CCP BOARD**

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the ESSA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the ESSA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the ESSA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the ESSA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the ESSA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated Damages include, but are not limited to Daily Delay Damages, RA Deficiency Amount, Damage Payment, and Termination Payment.

(i) Charging and Discharging Energy. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Charging Energy from the grid to the Point of Delivery to enable CCP to exercise its rights and obligations in connection with Charging Energy in accordance with the requirements of the ESSA. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Discharging Energy from the Point of Delivery to the grid to enable

CCP to maximize the value of the ESSA to the Project Participants in accordance with the requirements of the ESSA.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the ESSA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the ESSA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars (\$2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, if it has employees, shall maintain Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability

insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars (\$1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of CCP's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement and shall name each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim, and an annual aggregate of not less than One Million Dollars (\$1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant certificates of insurance evidencing such coverage with insurers with ratings comparable to A-VII or higher, and that are authorized to do business in the State of California, in a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

## 5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the ESSA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Facility, and CCP's rights and interests in the Facility.

(ii) ESSA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the ESSA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget or proposed Amended Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of ESSA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(b)(ii) of this Agreement, as to an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(b)(iii) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(d) of this Agreement, as to an assignment by CCP to a financing entity pursuant to Section 14.5 of the ESSA.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the ESSA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the ESSA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited

the books and cost records of CCP, and/or the Project Developer to the extent authorized under the ESSA.

(xiii) Scheduling Coordinator Services Agreement. Upon a recommendation by the CCP Manager pursuant to Section 6.2(f), the CCP Board shall review, modify, and approve, or delegate the authority to approve, a Scheduling Coordinator Services Agreement or amendment thereto.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

APPROVAL DRAFT

**EXHIBIT B**

**ARTICLE 6**

**ROLE AND RESPONSIBILITIES OF CCP MANAGER**

6.1. Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the ESSA.

(d) Review each invoice submitted by Project Developer and shall request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the ESSA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the ESSA or a Project Participant, for Confidential Information as described in Section 18.2 of the ESSA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 2.3 of the ESSA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the ESSA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

6.2. CCP Manager Recommendations to the CCP Board.

(a) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(b) Early Termination of ESSA. Recommend to the CCP Board regarding an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(c) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(d) Buyer Financing Assignment. Recommend to the CCP Board an assignment by CCP to a financing entity pursuant to Section 14.5 of the ESSA.

(e) Change of Control. Recommend to the CCP Board any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(f) Scheduling Coordinator. Recommend to the CCP Board the selection of a Scheduling Coordinator and the form of the Scheduling Coordinator Services Agreement, including any amendments thereto. Such Scheduling Coordinator Services Agreement shall: (i) require that the scheduling and dispatch of the Project is in accordance with the criteria set forth in the Coordinated Operations Agreement; (ii) include the Scheduling Coordinator responsibilities specified in the Coordinated Operations Agreement; and (iii) address requirements relating to CAISO settlements, the Operating Restrictions, and communications and reporting from the Scheduling Coordinator to the Project Participants.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) Confirmation by the CCP Manager that the requirements of Exhibit B of the ESSA have been satisfied, such that the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date has been extended.

(c) Any exercise its rights under the ESSA if an Event of Default has occurred under Section 11.1 of the ESSA or under the Scheduling Coordinator Services Agreement.

(d) The approval or any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Facility and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Environmental Attributes associated with the Facility and the control and use of the Facility.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Facility.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Facility-related data and storage information, technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the Project Developer, experts, consultants or others.

(g) The approval or modification of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Facility, and the supply, scheduling, and use of Charging Energy.

(h) The approval or modification of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the ESSA, the Development Security or the Performance Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating storage resources or the values, quantities, volumes, or costs of the Product from the Facility.

(j) Any recommendations made by the CCP Manager to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Facility).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Facility.

(l) The approval of any Remedial Action Plan submitted by Project Developer to CCP pursuant to Section 2.4 of the ESSA.

(m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 2.2 of the ESSA.

(n) The approval of the return of the Development Security to Project Developer in accordance with Section 8.7 of the ESSA.

(o) The approval of the return of any unused Performance Security to Project Developer in accordance with Section 8.8 of the ESSA.

(p) The collection of any liquidated damages owed by Project Developer to CCP under the ESSA, or any draw upon the Development Security or Performance Security.

(q) Any dispute by CCP of an invoice pursuant to Section 8.5 of the ESSA.

(r) The collection of any damages owed by the Scheduling Coordinator to CCP under the Scheduling Coordinator Services Agreement or any action permitted by law to enforce CCP's rights under the Scheduling Coordinator Services Agreement, including but not limited to bringing any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement, or obligation against the Scheduling Coordinator.

6.4. Subcommittees. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the ESSA or this Agreement.

(a) Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection with their duties on such subcommittee shall be the responsibility of the Project Participant which they represent and shall not be an expense payable under this Agreement.

6.5. Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the ESSA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

**EXHIBIT C**

**ARTICLE 7**

**COORDINATED OPERATIONS AGREEMENT**

7.1. Coordinated Operations Agreement. The Project Participants shall establish a Coordinated Operations Agreement by and among CCP and all Project Participants for purposes of operating the Project.

7.2. [Reserved].

APPROVAL DRAFT

**EXHIBIT D**

**ARTICLE 8**

**OPERATING ACCOUNT**

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to a forecast of expected Monthly Capacity Payments over an entire Contract Year, divided by twelve (12). The Project Participants shall review, and, if appropriate, recommend approval of, or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three, the product of which is multiplied by such Project Participant's Entitlement Share ("**Operating Account Amount**").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of the Construction Start Date pursuant to Exhibit B of the ESSA, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the ESSA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the ESSA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

## California Community Power

# Agenda Item 6E

1. **Resolution 22-12-05 *Resolution Setting the Regular Meeting Dates for 2023.***

**California Community Power  
Resolution 22-12-05**

**RESOLUTION SETTING THE REGULAR MEETING DATES FOR 2023**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS, JPA Section 5.01 provides that the CC Power Board of Directors may provide for the holding of regular meetings at intervals more frequently than annually; and

WHEREAS, JPA Section 5.01 requires that the date, hour, and place of each regular meeting shall be fixed by resolution of the Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approve the 2023 Regular Meeting Schedule, attached hereto as Attachment A.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 14<sup>th</sup> day of December, 2022, by the following vote:

		Aye	No	Abstain	Absent
Central Coast Community Energy	Tom Habashi				
CleanPowerSF	Barbara Hale				
East Bay Community Energy	Nick Chaset				
Peninsula Clean Energy	Jan Pepper				
Redwood Coast Energy Authority	Matthew Marshall				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Girish Balachandran				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

\_\_\_\_\_

Chair

\_\_\_\_\_

Attest by: Secretary

**Time and Place of Regular Meetings for 2023**

Unless shown otherwise, the Regular Board of Directors meetings shall occur on the third Wednesday of each month, at 1:00 p.m.

As shall be specified in a notice issued pursuant to the Ralph M. Brown Act of the California Government Code, the meetings listed below will be conducted telephonically pursuant to Assembly Bill 361 until further notice.\*

1. January 18
2. February 15
3. March 15
4. April 19
5. May 17
6. June 21
7. July 19
8. August 16
9. September 20
10. October 18
11. November 15
12. December 20

The Board Secretary shall have discretion to adjourn and to modify time and location of Board of Directors meetings consistent with posting requirements of the Ralph M. Brown Act of the California Government Code.