

**California Community Power**

# Regular Meeting of the Board of Directors of CC Power

**1:00 P.M.**

**Wednesday, April 23, 2025**

**Teleconference Meeting**

**California Community Power  
NOTICE OF REGULAR MEETING AND AGENDA**

Notice is hereby given **April 23, 2025**, at **1:00 p.m.**

**Teleconference Information:**

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:** 857 3546 3411

**Meeting Link:** <https://svcleanenergy-org.zoom.us/j/85735463411>

If a member of the public would like to make a comment during the public comment period through the teleconference system, 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.

**Public Meeting Locations:**

Any member of the public may observe the meeting and offer public comment at the following addresses where Board members may also join the meeting:

**Ava Community Energy**

1999 Harrison Avenue, Suite 2300  
Oakland, CA 94612

**Central Coast Community Energy**

2601 Porter Street  
Soquel, CA 95073

**CleanPowerSF**

San Francisco Public Utilities Commission  
525 Golden Gate Avenue  
San Francisco, CA 94102

**Peninsula Clean Energy**

2075 Woodside Road  
Redwood City, CA 94061

**Redwood Coast Energy Authority**

633 3rd Street  
Eureka CA 95501

**San José Clean Energy**

4 N. 2nd Street, Suite 700  
San Jose, CA 95113

**Silicon Valley Clean Energy**

333 W El Camino Real, Suite 330  
Sunnyvale, CA 94087

**Sonoma Clean Power Authority**

Sonoma Clean Power Business Office  
431 E Street, Stillman Conference Room  
Santa Rosa, CA 95404

**Valley Clean Energy**

604 Second Street  
Davis, CA 95616

# CALIFORNIA COMMUNITY POWER

## AGENDA

<b>1</b>	<b>Call to Order.</b>
<b>2</b>	<b>Verification of Meeting Quorum.</b>
<b>3</b>	<b>Matters Subsequent to Posting the Agenda.</b>
<b>4</b>	<b>Public Comment</b> – any member of the public may address the Board of Directors concerning any matter not on the agenda.
<b>5</b>	<b>Consent Agenda.</b> A. Minutes of the Regular Board Meeting held on March 19, 2025.
<b>6</b>	<b>Regular Agenda Items.</b> A. Resolution 25-04-01 – <i>Approval of Coordinated Operations Agreement for Tumbleweed Project.</i> B. General Manager Reports. i. Member Forum. ii. General Manager Contracting Updates. iii. Discussion of Additional Long-Duration Storage Phase 2 Negotiation. iv. Discussion of Geothermal Strategic Pursuits Phase 2. v. Discussion of CADEMO Demonstration Phase 2. C. Discussion of Draft 2025-2026 Budget.
<b>7</b>	<b>Discussion of Any Individual Member Items.</b>
<b>8</b>	<b>Adjournment.</b>

## California Community Power

# Consent Agenda

- 1. Minutes of the Regular Meeting of the Directors of CC Power held on March 19, 2025.**

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

March 19, 2025

On this date, a Regular Meeting of the Directors of CC Power was held via teleconference. Directors participated from the following public locations and members of the public had the opportunity to participate in public comment at each location.

**Public Meeting Locations:**

**Ava Community Energy**

1999 Harrison Avenue, Suite 2300  
Oakland, CA 94612

**CleanPowerSF**

San Francisco Public Utilities Commission  
525 Golden Gate Avenue  
San Francisco, CA 94102

**Peninsula Clean Energy**

2075 Woodside Road  
Redwood City, CA 94061

**Redwood Coast Energy Authority**

633 3rd Street  
Eureka CA 95501

**San José Clean Energy**

4 N. 2<sup>nd</sup> Street, Suite 700  
San Jose, CA 95112

**Silicon Valley Clean Energy**

333 W El Camino Real, Suite 330  
Sunnyvale, CA 94087

**Sonoma Clean Power Authority**

Sonoma Clean Power Business Office  
431 E Street, Stillman Conference Room  
Santa Rosa, CA 95404

**Valley Clean Energy**

604 Second Street  
Davis, CA 95616

Representatives:

<b>Member Agency</b>	<b>Director</b>
Ava Community Energy	Howard Chang
Central Coast Community Energy (3CE)	Dennis Dyc-O'Neal, Alternate
CleanPowerSF	Michael Hyams, Alternate
Peninsula Clean Energy (PCE)	Shawn Marshall
Redwood Coast Energy Authority (RCEA)	Lori Biondini
San José Clean Energy (SJCE)	Lori Mitchell, Chair
Silicon Valley Clean Energy (SVCE)	Monica Padilla
Sonoma Clean Power Authority (SCP)	Geof Syphers
Valley Clean Energy	Mitch Sears

Other Participants:

Alex Morris	General Manager
Philippe Gerretsen	Director of Origination
Tony Braun	General Counsel

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

1. Call to Order: Chair Mitchell called the meeting to order at 1:01 p.m.
2. Verification of Meeting Quorum: Chair Mitchell verified that there was a quorum to proceed. Attendance is noted above. Directors Marshall and Biondini joined before 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): Tim Frank provided comments.
5. Consent Agenda: Chair Mitchell invited comments from the Board and there were none.  
Public Comment: None.

<b>ACTION:</b> M/S (Sears/Syphers) to <b>approve the Consent Agenda</b> . Motion carried by a roll call vote.
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6. Regular Agenda Items.
  - A. Work-Planning and Budget Ad Hoc Committee Update.

Chair Mitchell provided an update on the work-planning and budget timeline and invited comments from the Board. Director Padilla inquired when the budget would be brought to the Board for approval; Chair Mitchell responded.

Public Comment: None.
  - B. General Manager Updates.

Mr. Morris reviewed the feedback and key insights received from the work-planning meetings. He reviewed some impacts of tariffs and recent executive orders and provided project updates.

Chair Mitchell invited comments from the Board and there were none.

Public Comment: None.
  - C. Master Coordinated Operations Agreement - Discussion.

Mr. Morris discussed the development of a Coordinated Operations Agreement (COA) and reviewed the timeline and next steps.

Chair Mitchell invited comments from the Board. Directors Syphers, Padilla, Marshall, and Chang provided comments and raised clarifying questions; Mr. Morris and Mr. Gerretsen responded.

Public Comment: None.
7. Discussion of Any Individual Member Items: None.

The Board of Directors adjourned at 1:47 p.m.

Minutes approved on April 23, 2025.

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Howard Chang, Secretary

## California Community Power

# Agenda Item 6A

1. Resolution 25-04-01 *Approval of Coordinated Operations Agreement for Tumbleweed Project.*

# California Community Power

901 H St, Ste 120, PMB 157, Sacramento, CA 95814 | [cacommunitypower.org](http://cacommunitypower.org)

April 10, 2025

From: Alex Morris, General Manager

To: CC Power Board of Directors

Subject: **Coordinated Operations Agreement for Tumbleweed Energy, LLC**

California Community Power's ("CC Power") Board approves all power contracts for CC Power, including the already authorized Energy Storage Service Agreement ("ESSA") with Tumbleweed Energy, LLC and corresponding Project Participation Share Agreement ("PPSA") between CC Power and its participating members. The Tumbleweed Project is a 75 MW, 8-hour duration energy storage project under development in Kern County, CA, which is expected to become operational in 2026. The PPSA requires the establishment of a Coordinated Operations Agreement ("COA") under which CC Power would coordinate operations for the project with participating members. Operational duties were envisioned to include the selection of a Scheduling Coordinator ("SC"), management of the SC, outage management, development of bidding strategies and protocols, validating supply plans and energy market settlements, and other duties.

CC Power now presents a recommended COA for the Tumbleweed project, for Board approval.

The establishment of a COA is an important milestone for CC Power, representing a step forward in effectuating members' goals and interests through joint action. With only about twelve months until Tumbleweed is operational, the approval of the COA is timely.

This COA aligns with the intent and language of the PPSA to establish a structure that allows for member input while balancing the operational flexibility needed for day-to-day management of project operations. This COA, and any roles and responsibilities directed by it, is subordinate to terms of the PPSA and is ultimately under the purview of the CC Power Board, a Brown Act body that can amend this agreement.

The main goals of the COA are to:

- Establish roles and responsibilities for project operations.
- Structure channels for advisory input from participating members on operations.
- Enable effective operations of the Tumbleweed project.

The Board deliberated on an approach for the COA at the March 19, 2025 meeting. The staff of participating members have reviewed and provided extensive input to inform the drafting of the COA. It is important to members to have the ability to update and revise the COA based upon learnings gained through experience in joint action operations. Member staff also generally agree that the enactment of the COA should balance member needs, operational flexibility, and comporting with the PPSA, which considered certain tradeoffs between the roles and responsibilities of members' staff and CC Power staff.

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A Joint Powers Agency whose members are:

[Ava Community Energy](#) | [Central Coast Community Energy](#) | [CleanPowerSF](#) | [Peninsula Clean Energy](#) |  
[Redwood Coast Energy Authority](#) | [San José Clean Energy](#) | [Silicon Valley Clean Energy](#) | [Sonoma Clean Power](#) |  
[Valley Clean Energy](#)



## – California Community Power –

Given member feedback, legal considerations, and language from the PPSA, CC Power finds the recommended COA, appended herein, to be a prudent starting point for CC Power to operationalize its first resource. The Board can monitor and amend the approach, as needed. The approach is practical in establishing clear roles and responsibilities for project operations, while allowing member input. Decision-making in operations can require rapid response times but should be governed in a manner that considers members' interests. The COA directs that members provide feedback and input, but decision-making on operational matters is left to CC Power, subject to the Board's ultimate oversight and ability to direct matters, as appropriate.

### **Recommended Action:**

CC Power recommends that the Board approve the appended COA for Tumbleweed Energy LLC, in substantially final form, along with a commitment by CC Power to provide a briefing on the performance of the COA no more than 21 months after the project's commercial online date.

**California Community Power  
Resolution 25-04-01**

**APPROVAL OF COORDINATED OPERATIONS AGREEMENT FOR TUMBLEWEED PROJECT**

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, the current Members of CC Power began a solicitation process in 2020, in advance of CC Power formation, to consider and evaluate Long Duration Energy Storage (“LDS”) projects; and

WHEREAS, the LDS Project Oversight Committee made up of CC Power member staff, along with project negotiators and project counsel (“Project Team”), negotiated commercial agreements for the Tumbleweed LDS Project, an 8-hour discharge duration, lithium-ion battery project; and

WHEREAS, on January 19, 2022, and by Resolution 22-01-02, the CC Power Board approved the various binding commercial agreements to contract for the output of the Tumbleweed Project.

WHEREAS, since early stages of the Tumbleweed Project the need for an operating agreement to make routine decisions has been recognized; and

WHEREAS, the CC Power member Project Participants and Staff have, through extensive consultation, crafted a Coordinated Operations Agreement (“COA”) that balances the members’ advisory role, legal considerations, the need for streamlined and expeditious decisions on operational matters, and the desire for a feedback loop to improve ongoing operational decisions. This COA will govern how routine operational decisions for the Tumbleweed Project are made.

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

1. Approve the Coordinated Operations Agreement for the Tumbleweed Project in substantially final form as attached hereto as Attachment A.
2. Direct the General Manager to execute the Coordinated Operations Agreement described above and attached hereto, on behalf of CC Power.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 23<sup>rd</sup> day of April 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang				
Central Coast Community Energy	Robert Shaw				
CleanPowerSF	Barbara Hale				
Peninsula Clean Energy	Shawn Marshall				
Redwood Coast Energy Authority	Lori Biondini				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Monica Padilla				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

\_\_\_\_\_  
Chair

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

*Draft April 15, 2025*

**AMENDMENT NO. 2 TO  
TUMBLEWEED ENERGY  
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**

*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

**AMENDMENT NO. 2 TO  
TUMBLEWEED ENERGY  
PROJECT PARTICIPATION SHARE AGREEMENT**

This Amendment No. 2 to the TUMBLEWEED ENERGY PROJECT PARTICIPATION SHARE AGREEMENT (“**Amendment No. 2**”), dated as of \_\_\_\_\_ (the “**Amendment No. 2 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, 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 an “**Project Participant**” and collectively referred to as the “**Project Participants**”) and California Community Power (“**CCP**”), a California joint powers authority.

CCP and the Operation Participants are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**.” This Amendment No. 2 is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated April 19, 2022, as amended pursuant to Amendment No. 1, dated as of March 28, 2023, (the “**PPSA**”) This Amendment No. 2 and the PPSA, including any appendices, exhibits or amendments thereto, shall collectively be referred to as the “**Agreement**.”

**RECITALS**

**WHEREAS**, CCP and the Project Participants desire to modify certain terms of the PPSA for purposes of establishing the Coordinated Operations Agreement called for therein, by and among CCP and all Project Participants, for purposes of operating the Project in accordance with the ESSA.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. **Recitals**. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 2.
2. **Capitalized Terms**. All capitalized terms used in this Agreement are used with the meanings ascribed to them in the PPSA, as amended hereby.
3. **Amendments to the PPSA**.
  - a. Within **Article 1**, the following definitions shall be added in alphabetical order:
    - i. “**Chair**” has the meaning set forth in **Exhibit E, Section 3.3.1**.
    - ii. “**Lead Point Person**” has the meaning set forth in **Exhibit E, Section 2.1**.

*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

- iii. “**Operations Advisory Subcommittee**” has the meaning set forth in Exhibit E, Section 3.1.
- iv. “**Optimization Tool**” means any software platform that supports any of the following functions for a battery storage facility, electric generating facility, or hybrid system: (i) weather forecasting, (ii) load forecasting, (iii) market price forecasting, (iv) bidding into the CAISO markets, (v) optimization around Project use limitations and opportunity costs, (vi) co-optimization of dispatches between on-site renewable Energy generation and battery storage dispatches, (vii) dispatching to match generation to load profiles, minimize carbon emissions, or other objectives, and/or (viii) evaluating trade-offs and opportunities across different energy products and markets.
- v. “**Optimization Tool Vendor**” means any vendor offering services to develop, operate, and/or provide support relating to an Optimization Tool.
- vi. “**Vice Chair**” has the meaning set forth in Exhibit E, Section 3.3.1.

b. Within Article 1, the following definitions shall be deleted:

- i. “**Chairperson**”
- ii. “**Unanimous Vote**”

c. Within Article 1, the following definitions shall be deleted and replaced with the following defined terms, which shall be added in alphabetical order:

- i. “**Alternate Normal Vote**” has the meaning set forth in Exhibit E, Section 3.5.3.
- ii. “**Normal Vote**” has the meaning set forth in Exhibit E, Section 3.5.

d. Section 7.1 is hereby deleted and replaced as follows:

“7.1 Coordinated Operations Agreement. The Project Participants hereby establish and agree to a Coordinated Operations Agreement by and among CCP and all Project Participants for purposes of operating the Project as set forth in Exhibit E of this Agreement, which shall be construed in accordance with the terms of this PPSA.”

- e. Section 7.2 is hereby deleted.
- f. Exhibit E is hereby added as follows:

*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

**EXHIBIT E**

**COORDINATED OPERATIONS AGREEMENT**

**1. AGREEMENT; TERM**

- 1.1 Agreement. The Agreement establishes the structure for CCP to operate the Project and for the Project Participants to advise CCP on the operation of the Project through the Operations Advisory Subcommittee.

**2. LEAD POINT PERSON**

- 2.1 Lead Point Person. The CCP Manager shall appoint a “**Lead Point Person**,” who shall be an employee of CCP with the responsibilities set forth herein.

- 2.2 Lead Point Person Responsibilities. In consultation with the Operations Advisory Subcommittee, the Lead Point Person shall be responsible for fulfilling the operational requirements of the ESSA, PPSA and CCP policies, and developing the procedures, protocols, and strategies relating to the operations of the Project, in collaboration with the Scheduling Coordinator and Optimization Tool Vendor. Examples include, but are not limited to, the following tasks, as applicable:

- Scheduling Coordinator onboarding;
- Optimization Tool Vendor onboarding and integration;
- CAISO market certification and onboarding;
- forecasting;
- outage management;
- scheduling;
- bidding;
- trading;
- dispatching;
- charging and discharging;
- curtailment;
- coordination of operations with Project Developer;
- exceptional event and emergency response, and restoration of operations;
- settlements;
- after-the-fact analysis;
- Project inspections and performance testing;
- meter testing, calibration, and certification;
- compliance, Project performance, and market operations reporting;
- records management;
- facilitation of Capacity Attribute or other Product delivery, certification, and (subject to individual Project Participants’ authorization for their share of a specific Project(s)) resale;

*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

- Scheduling Coordinator oversight;
- Optimization Tool Vendor oversight;
- and any other relevant operational activities relating to the Projects.

- 2.3 Reporting. The Lead Point Person shall provide regular reports to the Operations Advisory Subcommittee regarding the status and performance of the Project, Scheduling Coordinator activities, Optimization Tool Vendor activities, and any actions taken by the Lead Point Person on a regular cadence, as requested by the Operations Advisory Subcommittee.
- 2.4 Calling and Presiding Over Meeting. The Lead Point Person shall call and lead meetings of the Operations Advisory Subcommittee, shall coordinate the Operations Advisory Subcommittee meetings with the Chair and Vice Chair, and shall follow the guidance of the Operations Advisory Subcommittee and any Normal Votes by the Operations Advisory Subcommittee in his or her management of the Project.

### **3. OPERATIONS ADVISORY SUBCOMMITTEE**

- 3.1 Operations Advisory Subcommittee. The Project Participants shall form an “**Operations Advisory Subcommittee**” with the responsibilities set forth below to advise the Lead Point Person upon all actions reasonably necessary to ensure that the Project Participants may obtain the benefits of the ESSA in a manner consistent with the terms and conditions of the ESSA.
- 3.2 Operations Advisory Subcommittee Membership. The Operations Advisory Subcommittee shall consist of one representative from each Project Participant and the Lead Point Person. An alternate representative may attend all meetings of the Operations Advisory Subcommittee but may vote only if the representative for whom they serve as alternate is absent. The Lead Point Person may bring in additional CCP staff as needed to support the operations of and reporting on the status of the Project.
- 3.3 Operations Advisory Subcommittee Leadership.
- 3.3.1 The Project Participants shall on an annual basis elect through a Normal Vote of the Operations Advisory Subcommittee a “**Chair**” and “**Vice Chair**” from among the Project Participants to coordinate the Operations Advisory Subcommittee meetings with the Lead Point Person and provide more regular feedback and guidance to the Lead Point Person on the operation of the Project and management of the Operations Advisory Subcommittee.
- 3.3.2 The Chair and Vice Chair shall review and curate materials to be presented to the Operations Advisory Subcommittee by the Lead Point Person, as appropriate.

*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

- 3.3.3 The Chair and Vice Chair roles shall each be subject to a continuous term limit of two (2) years and shall be representatives from different Project Participants.
- 3.4 Operations Advisory Subcommittee Responsibilities.
- 3.4.1 Unless otherwise agreed to by the Operations Advisory Subcommittee and Lead Point Person, the Operations Advisory Subcommittee shall meet no less than monthly to review the activities of and advise the Lead Point Person upon the development and implementation of the CCP policies, procedures, protocols, and strategies relating to the operations of the Project. At least one representative from each Project Participant and the Lead Point Person shall be present at each meeting.
- 3.4.2 To the extent a Project Participant is unable to attend a meeting, such Project Participant shall delegate his or her advisory vote.
- 3.4.3 Any Project Participant may call for a meeting of the Operations Advisory Subcommittee during normal business hours
- 3.5 Operations Advisory Subcommittee Voting Procedures. All advisory votes by the Project Participants within the Operations Advisory Subcommittee for any policies, procedures, protocols, and strategies relating to the operations of the Project, shall proceed pursuant to the “**Normal Vote**” process:
- 3.5.1 Quorum. No Normal Vote of the Operations Advisory Subcommittee shall be taken unless a representative is present or a vote is delegated for at least fifty percent (50%) of the total number of Project Participants; provided, however, that the Lead Point Person, Chair, and Vice Chair may call for a Normal Vote to be conducted by email, in which case at least fifty percent (50%) of the total number of Project Participants shall participate in the Normal Vote for a quorum to be met. For avoidance of doubt, the Lead Point Person shall not be a voting party, unless delegated a vote(s) by a Project Participant(s), pursuant to Exhibit E, Section 3.7.
- 3.5.2 Initial Normal Vote. All advisory guidance shall be informed by an affirmative vote of at least fifty-one percent (51%) of the total number of Project Participants, without regard to each Project Participant’s Entitlement Share; provided, however, any representative of the Operations Advisory Subcommittee may request an Alternate Normal Vote.
- 3.5.3 Alternate Normal Vote. Any representative of the Operations Advisory Subcommittee may request that any Normal Vote be taken on an Entitlement Share basis (referred to as an “**Alternate Normal Vote**”). If a representative requests an Alternate Normal Vote, such Alternate Normal Vote shall replace and take precedence over any Normal Vote that may have been taken on the applicable matter. The following vote



*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

requirements shall apply to an Alternate Normal Vote:

- 3.5.3.1 If any individual Project Participant has an Entitlement Share exceeding fifty percent (50%), then all advisory guidance for which an Alternate Normal Vote is taken, shall require that the Project Participant with an Entitlement Share exceeding fifty percent (50%) plus any other Project Participant vote in the affirmative.
  - 3.5.3.2 If no individual Project Participant has an Entitlement Share exceeding fifty percent (50%), then all advisory guidance for which an Alternate Normal Vote is taken, shall require an affirmative vote of Project Participants having Entitlement Shares aggregating at least fifty-one percent (51%) of the total Entitlement Shares
- 3.6 Inaction. If the Operations Advisory Subcommittee is unable or fails to agree with respect to any matter or dispute which it is authorized to advise upon or otherwise act upon after a reasonable opportunity to do so, then the Lead Point Person or CCP Manager shall notify the CCP Board of such matter or dispute, provided, however, the CCP Manager may take such action as, in their discretion, they determine is necessary for the timely performance of any requirement pursuant to the ESSA.
- 3.7 Delegation. Duties and responsibilities of the Operations Advisory Subcommittee may be delegated to any individual in the Operations Advisory Subcommittee, including the Lead Point Person, upon agreement according to a Normal Vote among the Project Participants. Any Project Participant may delegate its vote to the Lead Point Person or another Project Participant prior to any meeting by giving Notice to all of the Project Participants.
- 3.8 Role of CCP Board. The rights and obligations of the Operations Advisory Subcommittee, CCP Manager, and Lead Point Person under this Master Agreement shall be subject to the ultimate control at all times of the CCP Board

#### **4. SCHEDULING COORDINATOR AND OPTIMIZATION VENDOR**

- 4.1 Hiring Scheduling Coordinator and/or Optimization Tool Vendor.
- 4.1.1 The Lead Point Person, in consultation with the Operations Advisory Subcommittee, shall lead the negotiation of a separate agreement between CCP and a Scheduling Coordinator to engage the services of such Scheduling Coordinator for the Project.
  - 4.1.2 The Lead Point Person, in consultation with the Operations Advisory Subcommittee, shall lead the negotiation of a separate agreement between CCP and an Optimization Tool Vendor to engage the services of such Optimization Tool Vendor for the Project.

*Draft April 15, 2025**Amendment No. 2 to Tumbleweed Energy PPSA*

- 4.1.3 The engagement of the Scheduling Coordinator and/or Optimization Tool Vendor shall require approval by the CCP Board, pursuant to the PPSA.

- 4.2 Scheduling Coordinator Responsibilities. The Lead Point Person shall consult with the Operations Advisory Subcommittee on the scope of responsibilities of the Scheduling Coordinator for the Project. The COA provides an initial list of responsibilities, which may be supplemented or modified in the Scheduling Coordinator Agreement. This initial list is the following:

- Communications and telemetry integration and testing;
- CAISO market certification and onboarding;
- forecasting;
- outage management;
- scheduling;
- bidding;
- trading;
- dispatching;
- charging and discharging;
- curtailment;
- coordination of operations with Project Developer;
- exceptional event and emergency response, and restoration of operations;
- CAISO settlements;
- after-the-fact analysis;
- meter testing, calibration, and certification;
- CAISO and NERC compliance,
- Project performance, and market operations reporting;
- records management;
- facilitation of Capacity Attribute or other Product delivery, certification, and (subject to Lead Point Person's authorization, contingent upon individual Project Participants' approval for their share of the Project) resale;
- Optimization Tool Vendor integration;
- and any other relevant scheduling coordinator responsibilities relating to the Project.

- 4.3 Cost Responsibility.

- 4.3.1 Each Project Participant shall be responsible for the Project-specific direct costs of the Scheduling Coordinator and the Optimization Tool Vendor in accordance with the PPSA.
- 4.3.2 Any indirect costs relating to Scheduling Coordinator or Optimization Tool Vendor services shall be allocated across CCP's projects in accordance with CCP's established policies and procedures, as governed by the CCP Board.

*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

4.4 Performance of Scheduling Coordinator and Optimization Tool Vendor.

4.4.1 The Lead Point Person, in coordination with the Operations Advisory Subcommittee, shall oversee the performance of the Scheduling Coordinator and the Optimization Tool Vendor.

4.4.2 To the extent that the Lead Point Person or Operations Advisory Subcommittee believes that the Scheduling Coordinator or the Optimization Tool Vendor is in breach of its respective agreement with CCP or is otherwise not performing under the agreement, then the Lead Point Person shall notify the CCP Manager, who shall notify the CCP Board.

4.5 Autonomous Actions by SC.

4.5.1 The Lead Point Person may, in accordance with procedures vetted by the Operations Advisory Subcommittee, authorize the Scheduling Coordinator to take actions in the Scheduling Coordinator's sole discretion and without direction from the Lead Point Person for specific actions and/or during certain circumstances (e.g., forced outages, system emergencies, etc.), pursuant to any procedures, protocols, strategies, limitations, and/or notification requirements as established by the Lead Point Person, provided however, that the authority to take autonomous actions that is granted to the Scheduling Coordinator is not inconsistent with this COA, the applicable PPSA, the ESSA, or the agreement between CCP and the Scheduling Coordinator

*Draft April 15, 2025*

*Amendment No. 2 to Tumbleweed Energy PPSA*

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]*

*Draft April 15, 2025**Amendment No. 2 to Tumbleweed Energy PPSA*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Amendment No. 2 Effective Date.

<p><b>California Community Power</b></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><b>CleanPowerSF</b></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><b>Peninsula Clean Energy Authority</b></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><b>Redwood Coast Energy Authority</b></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>

*Draft April 15, 2025**Amendment No. 2 to Tumbleweed Energy PPSA*

<p><b>San José Clean Energy</b></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><b>Silicon Valley Clean Energy</b></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><b>Sonoma Clean Power</b></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><b>Valley Clean Energy</b></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>