

DOCKETED	
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Project Title:	Emission Performance Standard
TN #:	267823
Document Title:	Sacramento Municipal Utility District (SMUD) Comments - SMUD EPS Compliance Filing Geysers Power Company
Description:	N/A
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Organization:	Sacramento Municipal Utility District (SMUD)
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Comment Received From: Sacramento Municipal Utility District (SMUD)
Submitted On: 12/4/2025
Docket Number: 25-EPS-01

SMUD EPS Compliance Filing Geysers Power Company

Additional submitted attachment is included below.



December 4, 2025
LEG 2025-0120

California Energy Commission
EPS Compliance
Attn: Compliance Filing
1516 Ninth Street
Sacramento, CA 95814-512

Re: Compliance Filing of the Sacramento Municipal Utility District

To Whom It May Concern:

Pursuant to Title 20, Chapter 11, Section 2909 of the California Code of Regulations adopted by the California Energy Commission (CEC) to implement Senate Bill SB 1368, the Sacramento Municipal Utility District (SMUD) hereby requests that the CEC find that the extension and amendment of SMUD's Renewable Energy Contract and Capacity Contract with Geysers Power Company LLC (together "the Agreements"), comply with the CEC's emissions performance standard (EPS.)

The Geysers project currently provides SMUD with 100 MW of around-the-clock baseload geothermal energy, environmental attributes, and resource adequacy capacity. The original Agreements, executed in 2022, contemplated SMUD's purchase of 100 MW of geothermal energy and capacity from Geysers Power Company LLC from 2023 through 2032. In 2022, the CEC determined those Agreements were compliant with the EPS. See Order No. 22-0608-01a.

The amendments brought to the Commission through this filing, which become effective on January 1, 2026, extend the original term of the Agreements through December 31, 2042, and increase the contracted-for geothermal energy and capacity from 100 MW to 125 MW from 2028 through 2029, inclusive, and from 125 MW to 150 MW from 2030 through 2042, inclusive. SMUD requests that the CEC once again find that these Agreements, with these amendments, comply with the EPS.

In accordance with Section 2908, on November 14, 2025, SMUD sent to the CEC via email the agenda and supporting documentation for SMUD's November 19 and 20, 2025 Board of Directors' meetings. The documentation contained information about the proposed contract amendments and a draft compliance filing. As of the date of this filing, the materials presented to and approved by the SMUD Board of Directors are available for review at <https://www.smud.org/-/media/Documents/Corporate/About-Us/Board-Meetings-and-Agendas/2025/Nov/Board-Info-Packet-Nov-20-2025.ashx>. On November 20, 2025, SMUD's Board of Directors approved the attached compliance filing and authorized the CEO & General Manager, or his delegate, to execute the compliance filing attestation and the amendments to the Agreements.

On November 26, 2025,¹ SMUD's Chief Legal and Government Affairs Officer executed the amendments to the Agreements. Section 2909 requires that the compliance filing be submitted to the CEC within 10 business days of execution of the PPA. In light of the

¹ The amendments to the Power Purchase Agreements are dated November 24, 2025. SMUD executed the amendments on November 26, 2025.

foregoing, SMUD has complied with the notice and timing requirements of the CEC's regulations. Moreover, while the Capacity Contract is not an agreement for the "procurement of electricity" under Section 2901(d)(2) nor a new ownership investment under Section 2901(d)(1), SMUD nevertheless voluntarily provides the Capacity Contract for the CEC's review because the two contracts were approved as a package by SMUD's Board of Directors.

Section 2903(b) provides that powerplants that meet the criteria of a renewable electricity generation facility, as defined by the California Renewables Portfolio Standard (RPS) legislation and guidelines adopted thereunder, are "determined to be compliant" with the EPS. The Geysers Power Company LLC geothermal plants meet the EPS criteria – they are "renewable electricity generation facilities" as defined by the RPS. Accordingly, resources set forth in the Agreements and their amendments are determined to be compliant under the CEC regulations.

The Renewable Energy Contract does not allow substitute product, unless the contract is amended, and the CEC approves a subsequent EPS filing for the new facility(ies). The Capacity Contract does not allow substitute capacity/product unless the specified renewable geothermal units are unable to provide the contracted-for capacity. Under such circumstances, Geysers Power Company LLC may provide substitute capacity/product (referred to in the Capacity Contract as Alternate Capacity) from: (1) the Delta Energy Center, a specified, EPS Compliant Source, consistent with Section 2906(b)(1); or (2) unspecified sources, but in an amount not to exceed 15% of the forecasted capacity/product to be delivered over the entire term of the contract, and only when the specified units are unable to provide the contracted-for capacity, and only under circumstances consistent with those set forth in Title 20, California Code of Regulations, Section 2906(b)(2). No other substitute capacity/product is allowed under the Capacity Contract unless the contract is amended and the CEC approves a subsequent EPS filing for the new facility(ies).

We look forward to your determination that the Renewable Energy Contract and Capacity Contract comply with the EPS. Please do not hesitate to contact me if you have any questions about the foregoing.

Sincerely,

/s/ _____
MARISSA O'CONNOR
Senior Attorney
Sacramento Municipal Utility District
P.O. Box 15830, MS B406
Sacramento, CA 95852-0830

cc: Andrew Meditz, Esq.
Jon Olson
Corporate Files

CALIFORNIA ENERGY COMMISSION
EMISSION PERFORMANCE STANDARD COMPLIANCE FILING

December 3, 2025

California Energy Commission
EPS Compliance
1516 Ninth Street
Sacramento, CA 95814-512
Attention: Compliance Filing

EPS@energy.state.ca.us

This is to inform you that the Sacramento Municipal Utility District (SMUD) executed amendments to an existing long-term contract for renewable energy (“the Renewable Energy Contract”) and a long-term contract for capacity (the “Capacity Contract”) on November 26, 2025¹ (hereinafter referred to collectively as the “Power Purchase Agreements”). The relevant information concerning these Power Purchase Agreements follows. The information is the same for both agreements except as expressly noted below:

Name of Counterparty: Geysers Power Company, LLC

Name of Facility:

Renewable Energy Contract and Capacity Contract facilities:

Table 1	
Name of Facility	CEC RPS ID
Aidlin Power Plant	60115A
Sonoma Power Plant	60010A
Geysers Units 5&6	60002A
Geysers Units 7&8	60003A
Geysers Unit 11	60025A
Geysers Unit 12	60004A
Geysers Unit 13	60005A
Geysers Unit 14	60026A
Geysers Unit 16	60006A
Geysers Unit 17	60007A
Geysers Unit 18	60008A
Calistoga Power Plant	60117A
Geysers Unit 20	60009A

¹ The amendments to the Power Purchase Agreements are dated November 24, 2025. SMUD executed the amendments on November 26, 2025.

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Capacity Contract only: In addition to the resources above, the Facility below may be used to provide Alternate Capacity only, under limited circumstances, as described more fully herein:

Table 2				
Name of Facility	CAISO Resource ID	2024 Emissions Factors		
		mtons	Net mwh	Lbs/mwh
Delta Energy Center	DELTA_2_PL1X4	1,315,655	3,098,999	936

Location of Facility: Geothermal (Renewable Energy and Capacity Contracts): Lake County and Sonoma County. Natural Gas (Capacity Contract only): Contra Costa County

Technology/Fuel: Geothermal (Renewable Energy and Capacity Contracts); Natural Gas (Capacity Contract only)

Nameplate Capacity of Facility: Total of 13 geothermal generating units with a portfolio nameplate capacity of 725 MW. Additionally, under the Capacity Contract, 880 MW natural gas, combined cycle co-generation facility.

Product Description Initially: Generation portfolio, Baseload

Substitute Energy Allowed: No substitute energy/product allowed under the Renewable Energy Contract; substitute capacity/product allowed with the Capacity Contract under certain circumstances (see explanation below)

Delivery Start Date – Delivery End Date: The initial delivery term of the Power Purchase Agreements was from January 1, 2023 through December 31, 2032. The amendments at issue here become effective January 1, 2026 and extend the terms of each agreement through December 31, 2042.

Further description of technology, if necessary: None

Further description of facility output profile, if necessary: None

Description of contract terms related to the provision of substitute energy, if necessary:

Under the Renewable Energy Contract, substitute energy/product is not allowed unless the contract is further amended and the CEC approves a subsequent Emission Performance Standard filing for the new facility(ies).

Under the Capacity Contract, substitute capacity/product is not allowed unless the specified renewable geothermal units identified in Table 1 are unable to provide the contracted for capacity. Under such circumstances, the Seller may provide substitute capacity/product (referred to in the contract as Alternate Capacity) from:

(1) the Delta Energy Center (Table 2, above), a specified, EPS Compliant Source, consistent with Title 20, California Code of Regulations, Section 2906(b)(1); or

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(2) unspecified sources in the CAISO Balancing Authority Area, but in an amount not to exceed 15% of the forecasted capacity/product to be delivered over the entire term of the contract, and only when the specified units (identified in Table 1, above) are unable to provide the contracted-for capacity, and only under circumstances consistent with those set forth in Title 20, California Code of Regulations, Section 2906(b)(2). No other substitute capacity/product is allowed under the Capacity Contract unless the contract is further amended and the CEC approves a subsequent Emission Performance Standard filing for the new facility(ies).

Description of other relevant contract terms: SMUD's original Power Purchase Agreements contemplated the purchase and provision of 100 MW of energy, environmental attributes (including renewable energy credits), and resource adequacy capacity from the portfolio of facilities. The CEC determined these Power Purchase Agreements were compliant with the EPS in 2022. (See Order No. 22-0608-01a.) The amendment to the Power Purchase Agreements being presented through this Compliance Filing increases SMUD's procurement from 100 MW to 125 MW in 2028 and from 125 MW to 150 MW in 2030. It also extends the Power Purchase Agreements for an additional 10 years through December 31, 2042. As of the date of this filing, redacted versions of the contracts presented to and approved by the SMUD Board of Directors are available for review at <https://www.smud.org/-/media/Documents/Corporate/About-Us/Board-Meetings-and-Agendas/2025/Nov/Board-Info-Packet-Nov-20-2025.ashx>.

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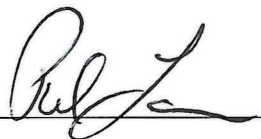
COMPLIANCE FILING ATTESTATION

I, the official named below, certify under penalty of perjury, the following:

1. I am an agent of the Sacramento Municipal Utility District (SMUD) authorized by its governing board to sign this attestation on its behalf;
2. The SMUD Board of Directors has reviewed and approved in a public meeting both the covered procurement and the compliance filing described above;
3. Based on the SMUD Board of Directors' knowledge, information, and belief, the compliance filing does not contain a material misstatement or omission of fact;
4. Based on the SMUD Board of Directors' knowledge, information, and belief, the covered procurement complies with Title 20, Division 2, Chapter 11, Article 1 of the California Code of Regulations; and
5. The covered procurement contains contractual terms or conditions specifying that the contract or commitment is void and all energy/product deliveries shall be terminated no later than the effective date of any Commission decision pursuant to Title 20, California Code of Regulations, section 2910, that the covered procurement fails to comply with Title 20, Division 2, Chapter 11, Article 1, of the California Code of Regulations.

Sacramento Municipal Utility District

By: _____



Paul Lau, CEO & General Manager

Date: December 3, 2025