

DOCKETED

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Appendix 1A

Property Owner Information (Confidential)

Appendix 1B

Attestation Letter



May 15, 2026

California Energy Commission

Attention: Eric Knight, Manager, Siting & Environmental Office

Dear Mr. Knight,

In accordance with the provisions of Title 20, California Code of Regulations and Assembly Bill 205, Sequoia Energy Storage 1, LLC, a Delaware limited liability company (Applicant) hereby submits this Opt-In Application, seeking authority to construct, own, and operate the Seahawk Energy Storage Project, a 200 megawatt, 800 megawatt-hour battery energy storage system. The project will be located in unincorporated Santa Cruz County, California. As an officer of Sequoia Energy Storage 1, LLC, I hereby attest, under penalty of perjury, that the contents of this application are truthful and accurate to the best of my knowledge and belief.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Reed", with a long horizontal flourish extending to the right.

Andrew Reed

Executive Vice President of Project Development

Appendix 1C

Labor Certification



May 15, 2026

California Energy Commission

Attention: Eric Knight, Manager, Siting & Environmental Office

Re: AB 205 Labor Certification for Seahawk Energy Storage Project

Dear Mr. Knight,

In connection with our Application for Certification of the Seahawk Energy Storage Project in unincorporated Santa Cruz County, California (the "Project"), Sequoia Energy Storage 1, LLC hereby certifies that it will comply with the prevailing wage and workforce requirements set forth in Assembly Bill 205 ("AB 205"), including compliance with Public Resources Code sections 25545.3.3 and 25545.3.5.

The following provides certification that Sequoia Energy Storage 1, LLC, the Applicant, will meet the requirements of a covered project and understands the commission shall make these requirements a condition of certification (PRC § 25545.3.3), including the following:

1. In compliance with Pub. Resources Code, § 25545.3.3(b), I certify the construction of the covered project is not in its entirety a public work for which prevailing wages must be paid. However, all construction workers employed on the project will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, pursuant the Labor Code sections 1773 and 1773.9, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. I, the Applicant, certify that all of the following shall apply to the Seahawk Energy Storage Project:
 - a. The prevailing wage requirement shall be included in all contracts for the performance of all construction work. (Pub. Resources Code, § 25545.3.3(b)(1)) • Contractors and subcontractors shall pay all construction workers employed in the construction of the project at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards shall be paid at least the applicable apprentice prevailing rate. (Pub. Resources Code, § 25545.3.3(b)(2)) • Contractors and subcontractors performing construction work on the project shall employ apprentices at no less than the ratio required in the Labor Code section 1777.5. (Pub. Resources Code, § 25545.3.3(b)(3))
 - b. Except as provided in (b)(6), all contractors and subcontractors performing construction work shall maintain and verify payroll records pursuant the Labor Code section 1776, make those records available for inspection and copying, and furnish those payroll records to the Labor Commissioner pursuant to the Labor Code section 1771.4. (Pub. Resources Code, § 25545.3.3(b)(4))
 - c. Except as provided in (b)(6), the pay prevailing wage provisions may be enforced by the Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to the Labor Code sections 1741, 1742, 1771.2, and 1742.1. (Pub. Resources Code, § 25545.3.3(b)(5))
 - d. Paragraphs (b)(4) and (b)(5) do not apply if all contractors and subcontractors performing construction work on the project are subject to a project labor agreement.
 - i. The Project labor agreement shall include, but not be limited to, the following: (Pub. Resources Code, § 25545.3.3(b)(6))
 - e. Provisions requiring payment of prevailing wages to all construction workers employed in the construction of the project and for enforcement of that obligation through an arbitration procedure. (Pub. Resources Code, § 25545.3.3(b)(6)(A))
 - f. Targeted hiring provisions, including a targeted hiring plan, on a craft-by-craft basis to address job access for local, disadvantaged, or underrepresented workers, as defined by a relevant local agency. (Pub. Resources Code, § 25545.3.3(b)(6)(B))

- g. Apprenticeship utilization provisions that commit all parties to increasing the share of work performed by state-registered apprentices above the state-mandated minimum ratio required in the Labor Code section 1777.5. (Pub. Resources Code, § 25545.3.3(b)(6)(C))
 - h. Apprenticeship utilization provisions that commit all parties to hiring and retaining a certain percentage of state-registered apprentices that have completed the Multi-Craft Core pre-apprenticeship training curriculum referenced in the Unemployment Insurance Code section 14005(t). (Pub. Resources Code, § 25545.3.3(b)(6)(D))
2. I hereby certify that a skilled and trained workforce shall be used to perform all construction work on the Project and all of the following shall apply: (Pub. Resources Code, § 25545.3.5)
- a. All contracts shall require for the performance of work that every contractor and subcontractor at every tier will individually use a skilled and trained workforce to construct the project. (Pub. Resources Code, § 25545.3.5(a))
 - b. Every contractor and subcontractor must use a skilled and trained workforce to construct the project. (Pub. Resources Code, § 25545.3.5(b))
 - c. Except as provided in (e), contractors and subcontractors that fail to use a skilled and trained workforce shall be subject to the penalties provided in the Public Contract Code section 2603. (Pub. Resources Code, § 25545.3.5(c))
 - d. Except as provided in (e), the applicant must retain records, including copies of monthly reports, that demonstrate compliance with the Public Contract Code section 2600 while the project or contract is being performed and for three years after completion of the project or contract. The applicant must submit these records immediately upon request of the commission. When submitted to the commission, these records shall be a public record under the California Public Records Act and shall be open to public inspection. (Pub. Resources Code, § 25545.3.5(d))
 - e. (c) and (d) do not apply if all contractors and subcontractors performing work on the project are subject to a project labor agreement.
 - i. The project labor agreement shall also include, but not be limited to, all of the following: (Pub. Resources Code, § 25545.3.5(e))
 - 1. Provisions requiring compliance with the skilled and trained workforce requirement and for enforcement of that obligation through an arbitration procedure. (Pub. Resources Code, § 25545.3.5(e)(1))
 - 2. Targeted hiring provisions, including a targeted hiring plan, on a craft-by-craft basis to address job access for local, disadvantaged, or underrepresented workers, as defined by a local agency. (Pub. Resources Code, § 25545.3.5(e)(2))
 - 3. Apprenticeship utilization provisions that commit all parties to increasing the share of work performed by state-registered apprentices above the state-mandated minimum ratio required in the Labor Code section 1777.5. (Pub. Resources Code, § 25545.3.5(e)(3))
 - 4. Apprenticeship utilization provisions that commit all parties to hiring and retaining a certain percentage of state-registered apprentices that have completed the Multi-Craft Core pre-apprenticeship training curriculum referenced in the Unemployment Insurance Code section 14005(t). (Pub. Resources Code, § 25545.3.5(e)(4))

We are happy to discuss and answer any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Reed", with a long horizontal flourish extending to the right.

Andrew Reed

Executive Vice President of Project Development

Appendix 1D

Community Benefits Plan

Seahawk Battery Energy Storage Project

Santa Cruz County Community Benefits Agreement Plan

Overview

Sequoia Energy Storage 1, LLC (Applicant) is committed to advancing California's climate and energy goals while prioritizing meaningful, community-centered engagement. As part of the Seahawk BESS project the Applicant will enter into one or more Community Benefits Agreements (CBA) that outline a multi-year commitment to investments in programs aligned with priorities in Santa Cruz County. These investments are intended to ensure that the benefits of the State's energy transition are shared with the communities closest to the project's development.

This Plan has been prepared pursuant to California Public Resources Code (PRC) § 25545.10, which provides that the California Energy Commission (CEC) must find that a project seeking certification under the CEC's Opt-In Certification Program has:

... enter[] into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community-based organizations, such as workforce development and training organizations, labor unions, social justice advocates, local governmental entities, California Native American tribes, or other organizations that represent community interests, where there is mutual benefit to the parties to the agreement.

Santa Cruz County

Community Benefits Fund

Through its outreach efforts, the Applicant has engaged with the County of Santa Cruz. In accordance with PRC § 25545.10, the Applicant intends to execute a legally binding, multi-year CBA with the County of Santa Cruz. The applicant intends to fund the community benefits fund before the project becomes operational with a one-time donation to the county via its finance director. The Community Benefit fund is to be utilized by the county for its choice of public or community project(s).

Project Labor Agreement

The Seahawk BESS project commits to implement a Project Labor Agreement for skilled and trained labor on the project.

Civic Organizations Operating Within Santa Cruz County

In addition to the one-time community benefits fund donation described above, and in accordance with a legally binding, multi-year CBA Seahawk BESS intends to execute with Santa Cruz County, the project will commit to provide a contribution to civic organizations operating within Santa Cruz County.

Additional Community Benefits

The agreement with the County of Santa Cruz to provide Community Benefits and contributions to Civic organizations within the county is one of the benefits to the local community the project will bring. In addition to what is noted above, the project commits to the extent feasible and allowed by applicable law, to use commercially reasonable efforts to maximize the total amount of all Sales and Use Tax Revenue received by the County from development and construction of the Project, for the purchase, sale or use of any and all materials, equipment, fixtures or other items upon which sales or use tax is due, including any and all sales or use tax due from any third party vendors or other contractors involved in the development and construction of the Project pursuant to the terms and conditions of a contractual agreement with Seahawk or its contractors (“Project Sales and Use Tax Revenue”). It is anticipated the County will receive a lump sum tax revenue from Project Sales and Use Tax Revenue during the initial procurement and construction of the project. Additional sales tax revenue may be available upon subsequent augmentation of additional BESS containers during the operational period of the project.

Additionally, the improvements to the real property from construction and operation of the Project are expected to increase the real property valuation upon which property taxes are assessed, resulting in additional County revenue. Beginning with the first full County fiscal year following completion of the Project, and for the all subsequent County fiscal years of Project operation (“Tax Term”), it is anticipated a significant increase in Property Tax Revenue will be collected in the County relating to the Project Property over the Tax Term.

Fire Department

Seahawk BESS commits to permitting, coordination, and emergency response planning with the fire protection district (Pajaro Valley Fire Protection District). The project also commits to training both offsite and onsite personnel and first responders for BESS technology and site-specific response needs. In addition, the project commits to a one-time contribution to the fire protection district for any additional training and equipment needed.

Community Benefits Summary of Outreach Summary

Over the past few years, Seahawk BESS has extensively met with representatives of local government and organizations to discuss the benefits this project can bring to the county, and what the county's needs are. Below is a list of all the organizations and people the project has met with regarding the project in Santa Cruz County:

- Watsonville Wetlands Watch

- Ecology Action
- Pajaro Valley Water Management Agency
- Regeneración Pájaro Valley Climate Action
- Community Action Board
- Pajaro Valley Prevention and Student Assistance
- Second Harvest Food Bank
- Pajaro Valley Unified School District
- Santa Cruz Chamber of Commerce
- County Park Friends
- IBEW
- Santa Cruz County Fire/CalFire
- Watsonville Fire Department
- North County Fire Protection District
- Office of Speaker Rivas
- Senator Laird
- Supervisor Hernandez
- Supervisor Cummings
- Supervisor DeSerpa
- Supervisor Koenig
- Supervisor Martinez
- Former Supervisor McPherson
- Santa Cruz Mayor Keeley
- Watsonville Mayor Orozco and City Manager Vides