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Comment Received From: Theodric R Figurasin
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JMA comment on the Proposed Opt-In Emergency Regulations, 26-OIR-04

Additional submitted attachment is included below.

JOBS TO MOVE AMERICA

PUBLIC GOODS FOR THE MOST PUBLIC GOOD

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November 10, 2026

California Energy Commission
715 P Street, MS4
Sacramento, CA 95814

RE: JMA comment on the Proposed Opt-In Emergency Regulations, 26-OIR-04

Dear California Energy Commissioners:

Jobs to Move America (JMA) is a national strategic policy center that works toward building a fair and prosperous economy with good jobs, community benefits, and healthier communities for all. We accomplish this through deep research and by organizing alongside a broad coalition to win progressive policies and Community Benefits Agreements (CBAs).

We thank the California Energy Commission on this opportunity to provide public comment to the proposed Opt-In Emergency Regulations, particularly on **Section 1879.5 - Community Benefits Agreements**. JMA has a long history of winning legally-binding CBAs in California and nationally. We'd like to take this opportunity to draw on our success and provide comment:

- *JMA is in support of the requirement that CBAs are filed in the docket in an unredacted form.*

Transparency is a key component to successful CBAs. The public, especially impacted community members and other stakeholders, has the right to know who is negotiating and what is being negotiated.

- *JMA is in support of the clarification that CBAs may include provisions obligating performance by the applicant upon the start of construction.*

Community benefit provisions and delivery should not be limited to the end of a project's completion. Even more important, a successful CBA should not have unilateral parameters that limit the solutions the communities seek.

- *The requirement that project owners report on the progress of all CBAs in monthly and annual compliance reports is a good first step, but does go far*

enough.

Required monthly and annual compliance reports must be paired with a remedy if the project owner fails to deliver. This also raises questions of oversight and~~of~~ who the burden falls to enforce the CBA whether it's the signatories of the CBA or the CEC itself.

- *Establishing a minimum financial amount for CBA(s) may set bad precedent for future CBAs.*

While JMA is not opposed to financial amounts in CBAs, we're concerned that this may inadvertently shift focus to the monetary value of a CBA rather than provisions that meaningfully mitigate and meet the needs of community interests. Additionally, JMA believes financial amounts should be dedicated to a shared, jointly administered fund that is used for a specific purpose, rather than a direct payment.

- *The CEC should focus on the substantiveness of a CBA's provisions and benefits when considering whether to approve a project, not just the number of agreements and diversity of benefits.*

The CEC's approval of a CBA should consider its ability to meet the needs of impacted communities, the delivery of direct benefits to local communities, and the process and oversight of how it was derived.

Sincerely,



Theo Figurasin
Assistant Director of Western States Campaigns
Jobs to Move America

CC: Teto Huezo, Western States Director, Jobs to Move America, hhuezo@jobstomoveamerica.org