

<b>DOCKETED</b>	
<b>Docket Number:</b>	24-EPS-01
<b>Project Title:</b>	Emission Performance Standard
<b>TN #:</b>	256294
<b>Document Title:</b>	EPS Compliance Filing Star Peak Geothermal Energy Project
<b>Description:</b>	N/A
<b>Filer:</b>	Armando Arballo
<b>Organization:</b>	Southern California Public Power Authority
<b>Submitter Role:</b>	Public Agency
<b>Submission Date:</b>	5/10/2024 2:27:25 PM
<b>Docketed Date:</b>	5/10/2024

May 10, 2024

California Energy Commission  
715 P Street - MS 20  
Sacramento, CA 95814  
Attention: Compliance Filing

**Re: EPS Compliance Filing for the Star Peak Geothermal Energy Project**

Dear Sir or Madam:

Pursuant to 20 CCR § 2900 *et seq.*, of the California Code of Regulations, adopted by the California Energy Commission (“CEC”) to implement Senate Bill 1368, the Southern California Public Power Authority (“SCPPA”) hereby submits the attached compliance filing. In submitting this filing, SCPPA respectfully requests that the Commission determine that the procurements of geothermal renewable energy, associated environmental attributes and capacity rights pursuant to an amended and restated power purchase agreement (the “Amended and Restated PPA”) between SCPPA and Star Peak Geothermal LLC, dated May 2, 2024 (the “Project”) is in compliance with the energy performance standard (“EPS”) regulations promulgated by the CEC.

SCPPA is a joint powers agency formed in 1980 pursuant to the Joint Exercise of Powers Act (Cal. Govt. Code § 6500 *et seq.*). SCPPA is comprised of eleven cities and one irrigation district (“Member”), each of which owns and operates an electric utility within its jurisdictional boundaries.

This compliance filing is presented on behalf of SCPPA participating member, the City of Glendale (“Participating Member”), as well as for SCPPA’s own account pursuant to the EPS regulations (20 CCR § 2900 *et seq.*).

On October 19, 2023, the SCPPA Board of Directors, as part of its noticed public meeting consistent with the requirements of the Ralph M. Brown Act (“Brown Act,” Cal. Govt. Code § 54950 *et seq.*), approved and authorized execution of the Amended and Restated PPA, the subject of this compliance filing, on behalf of the City of Glendale, CA (“Participating Member”).

Also on October 19, 2023, at the above-referenced noticed public meeting consistent with the requirements of the Brown Act, this compliance filing was presented to the SCPPA Board of Directors in substantially final form. The SCPPA Board of Directors considered, authorized and approved the compliance filing during that same meeting.

SCPPA executed the Amended and Restated PPA on May 2, 2024, less than ten business days from the date of this compliance filing.

The Amended and Restated PPA amends and restates a February 20, 2020, Power Purchase Agreement between SCPPA and Star Peak Geothermal LLC (the "2020 PPA"). An EPS Compliance Filing was submitted to and approved by the CEC at the time of execution of the 2020 PPA (Docket Number 20-EPS-01). The Participating Member will continue to receive all of the geothermal renewable energy, associated environmental attributes and capacity rights acquired under the Amended and Restated PPA through a separate Power Sales Agreement ("PSAs") between SCPPA and Participating Member.

Additional information about the Project is included in Attachment A. Attachment B-1 includes the Staff Report presented to the SCPPA Board of Directors during its October 19, 2023, meeting and Attachment B-2 includes the SCPPA Board Resolution No. 2023-122, adopted the same day for approval and execution of the Amended and Restated PPA. Attachment C includes the SCPPA Board Resolution No. 2023-124, adopted the same day for approval and execution of the CEC compliance filing for the Project. Attachment D is the attestation required by 20 CCR § 2909.

Sincerely,

DocuSigned by:



A1C12098FDFB4BB...

Armando Arballo

Assistant General Counsel

Attachments

**ATTACHMENT A****CALIFORNIA ENERGY COMMISSION****EMISSION PERFORMANCE STANDARD COMPLIANCE FILING****DESCRIPTION OF THE STAR PEAK GEOTHERMAL ENERGY PROJECT**

- Name of Project: Star Peak Geothermal Energy Project
- Name of Counterparty: Star Peak Geothermal LLC
- Location of Facility: Pershing County, Nevada, as follows:

Name of Facility	Single Line Facility Name	CAISO Resource ID	CEC RPS ID	WREGIS GU ID
Star Peak Geothermal	Star Peak Geothermal	N/A	64292	W13899

- Technology/Fuel: Geothermal
- Product Description: Generation portfolio; Baseload.
- Nameplate Capacity of Facility: Total nominal nameplate capacity of the Project is 12.5 MW.

The expected capacity to be delivered to SCPPA under the power purchase agreement between SCPPA and Star Peak Geothermal LLC, combined from all facilities, is expected to be 12.5 MW during the 25-year contract term.

- Participation Shares of Contract Amount:  
100% of the energy share sold to SCPPA under the Amended and Restated PPA will be allocated to the Participant, City of Glendale, CA.
- Substitute Energy Allowed: Yes
- Contract Date: May 2, 2024 (note, this is the date of the Amended and Restated Power Purchase Agreement).
- Expected Energy Delivery Start Date: Energy is being delivered under the existing Geothermal Energy Project Power Purchase Agreement dated February 20, 2020 (and effective March 20, 2020) (Docket Number 20-EPS-01).
- Expected Energy Delivery End Date: December 31, 2045

## **ATTACHMENT A**

- Description of contract terms related to the provision of substitute energy:

Pursuant to Section 9.3 and Section 9.4 of the Amended and Restated PPA, in the event of a shortfall of energy delivered, Seller may provide replacement energy produced by an identified facility listed by Seller in Appendix U other than the Facility that, at the time delivered to Buyer, is both RPS Compliant and Emissions Performance Standards Compliant.

Additionally, the Amended and Restated PPA permits Seller to deliver unspecified energy solely to meet the operating conditions set forth in this Agreement in an amount no greater than fifteen percent (15%) of the sum of the Expected Annual Generation for all Contract Years. (See Section 6.1 of the PPA and Section 7.1 of the Amended and Restated PPA)

**ATTACHMENT B-1**



## AGENDA ITEM STAFF REPORT

**MEETING DATE:**

October 19, 2023

**RESOLUTION NUMBER:**

2023-122  
2023-123  
2023-124

**SUBJECT:**

Amended and Restated Power Purchase Agreements with Star Peak Geothermal LLC, and Whitegrass Geothermal No. 1, LLC; Letter Agreements Related to Resolution of Disputes; and Emissions Performance Standards Compliance Filing; and Making Findings under the California Environmental Quality Act

**DISCUSSION:**



**OR**

**CONSENT:**



*Select the appropriate box(es):*

**FROM:**

Finance ☐  
Project Development ☐  
Program Development ☐  
Regulatory/Legislative ☐  
Project Administration ☒  
Legal ☐  
Executive Director ☐

**METHOD OF SELECTION:**

Competitive ☐  
Cooperative Purchase ☐  
Sole Source ☐  
Other ☒

*Other (Please describe):*

Amendment of Existing PPAs

**MEMBER PARTICIPATION:**

Sponsoring Member: Glendale

Other Members Potentially Participating: N/A

**Approved by Executive Director:** \_\_\_\_\_

**RECOMMENDATION:**

Approve (1) an Amended and Restated Power Purchase Agreement ("PPA") between the Southern California Public Power Authority ("SCPPA") and Star Peak Geothermal LLC ("Star Peak") ("Star Peak PPA"); (2) an Amended and Restated PPA between SCPPA and Whitegrass Geothermal No. 1, LLC ("Whitegrass") ("Whitegrass PPA"); (3) two letter agreements (the "Letter Agreements") related to the

resolution of the disputed surrounding the Whitegrass PPA and Star Peak PPA, respectively; (4) a California Emissions Performance Standard Compliance Filing in connection with the Amended and Restated Star Peak PPA; and (5) find that these actions are exempt from the requirements of the California Environmental Quality Act ("CEQA"). The proposed Amended and Restated PPAs and Letter Agreement will continue the long-term geothermal supply of renewable energy to the City of Glendale, CA ("Glendale"), for the purpose of satisfying its renewable energy goals.

#### **BACKGROUND:**

On February 20, 2020, the SCPA Board of Directors ("Board") authorized the execution of two long-term Power Purchase Agreements (each a "PPA" and together "PPAs") for the purchase of geothermal energy and environmental attributes, from the following projects (each a "Project" and together "Projects" as offered by developer Open Mountain Energy, LLC ("OME")):

- 1) Whitegrass No. 1 Geothermal Energy Project ("Whitegrass"), a geothermal generating facility with a gross nameplate capacity of 4.0 MW and a nameplate capacity net of parasitic load of 3.0 MW, located in Lyon County, Nevada; and
- 2) Star Peak Geothermal Energy Project ("Star Peak"), a geothermal generating facility with a gross nameplate capacity of 14.5 MW and a nameplate capacity net of parasitic load of 12.5 MW, located in Pershing County, Nevada.

SCPPA (sometimes referred to herein as "Buyer") signed the PPAs with special purpose entities Whitegrass No.1 Geothermal, LLC (for Whitegrass) and Star Peak LLC (for Star Peak) (each special purpose entity a "Seller" and together "Sellers") to purchase the entire energy output of both facilities. OME is the ultimate parent company of the Sellers. Glendale is the sole participant with a 100% share of each of the Projects.

Both PPAs were effective on March 30, 2020. On the effective date, Whitegrass was operational, and deliveries of energy commenced on April 1, 2020. Star Peak was under construction with a planned Commercial Operation Date ("COD") of April 1, 2022. Star Peak reached COD on September 28, 2022.

#### **DISCUSSION:**

The PPAs were established with the goal of providing sustainable and renewable energy to Glendale. The PPAs are intended to provide a significant contribution to Glendale's Renewable Portfolio Standard ("RPS") goals. However, unforeseen challenges, including lower water temperature and brine flow, have significantly impacted the performance of the Projects. Recognizing the shared interest in preserving and enhancing the success of the Projects, the parties have undertaken a renegotiation of certain terms of the PPAs to address the issues.

Subject to Board approval, the parties have negotiated the terms of an Amended and Restated PPA for each of the Projects, along with a Letter Agreement settling various outstanding disputes pertaining to the Project. The key terms of the Amended and Restated PPAs and Letter Agreements are summarized below.

#### Key Issues and Resolutions:

##### 1. Energy Shortfall



Each PPA specifies the Expected Monthly Generation and Guaranteed Monthly Generation. If the Project fails to meet the Guaranteed Monthly Generation (“GMG”) delivery amounts, the Seller has an obligation to make up the deficiency with “Makeup Energy” from the Project, provide replacement renewable energy, or pay Shortfall Damages.

The Projects have consistently fallen short of the GMG amounts. Based on a 12-month average, the energy shortfall for Whitegrass is about 15% of the GMG and the energy shortfall for Star Peak is about 38%. To mitigate the risk of a default under the PPAs and the uncertainty associated with supply and RPS compliance planning, the parties have tentatively agreed, subject to the SCPPA Board of Directors’ approval, to the following resolution:

- Seller will pay outstanding Shortfall Damages of \$502,996.34 for Star Peak and \$307,339.96 for Whitegrass, plus any Shortfall Damages that accrue for the month of September 2023.
- The PPAs will be amended to prospectively reduce each of the Guaranteed Monthly Delivered Energy, the Expected Annual Generation, and the Expected Monthly Generation for the Projects. The reduction would be 30% for Star Peak (inclusive of a 7.5% reduction previously elected by the Seller on May 3, 2023, under the terms of the PPA) and 15% for Whitegrass.
- The PPAs will be amended to provide Seller an additional eighteen-month period in which to increase the Guaranteed Monthly Delivered Energy, the Expected Annual Generation, and the Expected Monthly Generation by a percentage determined by Seller, provided that in no instance shall such adjustment result in values that are greater than the original values included in the PPAs.

## 2. Excess Monthly Generation / Dynamic Scheduling

“Dynamic Scheduling” is a method of linking energy resources in one Balancing Authority Area to another Balancing Authority Area on a real-time (as opposed to hourly) scheduling basis. Under the terms of the PPAs, Sellers had an obligation to implement Dynamic Scheduling. The PPAs provide that if Dynamic Scheduling is not implemented by the second anniversary of the Effective Date, then Seller shall not be entitled for payment of Excess Monthly Generation.

Because Dynamic Scheduling was not implemented by the second anniversary of the Effective Date of the Projects (April 1, 2022), SCPPA was not obligated to pay Sellers for Excess Monthly Generation. However, between April 2022 through February 2023, Sellers continued to bill for Excess Monthly Generation, and SCPPA paid Sellers for such Excess Monthly Generation under protest.

Subject to Board approval, the parties agreed to the following resolution:

- Seller will refund all the charges paid under protest: \$190,970.54 for Star Peak and \$267,800.08 for Whitegrass.
- The Amended and Restated PPAs will remove Dynamic Scheduling provisions from the PPAs but allow for future Dynamic Scheduling or pseudo-tie scheduling through commercially reasonable efforts.

- Buyer will pay for Excess Monthly Generation going forward, subject to a cap on the delivery of Excess Monthly Generation of 15% of the sum of the Expected Monthly Generation for all Contract Years until the end of the delivery term. Buyer is not obligated to receive or pay for Excess Monthly Generation exceeding the cap.
- Seller may round down the quantity of scheduled energy to the nearest whole MWh and may sell fractional MWh difference of facility energy into the imbalance market. Seller will make commercially reasonable efforts to reduce the delivery of whole or fractional MWh of Excess Monthly Generation and to cause the quantity of Delivered Energy during each hour to be as close as possible to the quantity of facility energy produced during such hour.

### 3. Photovoltaic ("PV") System Credit for Parasitic Load

The PPAs provide that within two and a half years of the effective date, the Seller may construct PV systems to power the parasitic loads of the Projects. If the Seller does not construct the PV systems within the two-and-a-half-year timeframe, Seller will annually credit to SCPA a set energy price as if the PV system had been built ("PV System Credit"). Seller did not install the PV system and has not provided any PV System Credit to Buyer.

Subject to Board approval, the parties agreed to the following resolution:

- The PV System Credit for 2022 will be \$32,240.25 for Star Peak and \$6,359.50 for Whitegrass based on OME's estimate of parasitic loads and potential PV system output. However, If Seller has not provided SCPA with reasonably acceptable Independent Engineer reports within 6<sup>th</sup> months of the Amended and Restated PPAs, then the PV System Credit for 2022 will increase to \$82,638.25 for Star Peak and \$19,463.59 for Whitegrass based on SCPA's estimate of parasitic loads and potential PV system output.
- For future Contract Years, if Seller has not timely provided SCPA with a reasonably acceptable Independent Engineer report, then the PV System Credit will be based on SCPA's estimate of parasitic loads and potential PV system output.

### 4. Star Peak Delay Damages

The Star Peak PPA requires Seller to pay Daily Delay Damages to Buyer for failure to timely achieve COD, subject to a cap on the amount of Daily Delay Damages. When the Daily Delay Damages cap is reached, Buyer is entitled to terminate the PPA. Although Seller has reached the Daily Delay Damages cap, on June 14, 2022, the parties entered into a letter agreement to prevent termination of the PPA. Under the letter agreement Buyer agreed to provide temporary relief from Daily Delay Damages and agreed not to terminate the PPA, if Seller agreed to pay continued Daily Delay Damages if Seller failed to achieve COD by July 1, 2022. Seller failed to reach COD by July 1, 2022, and failed to pay Daily Delay Damages due under the terms of the June 14, 2022, letter agreement.

To reach compromise on the Daily Delay Damages, Seller has agreed to pay an amount of \$925,838.25.

## Star Peak Test and Start-up Energy

Seller incorrectly invoiced Buyer for Start-Up and Test Energy, which included energy that is not Facility Energy.

As a resolution, the Seller will refund the Start Up and Test Energy overbilling.

In the Amended and Restated PPAs, essential terms such as the delivery term and the contract prices remain the same through the expiration of the delivery term on December 31, 2045.

## The Letter Agreements

The proposed Amended and Whitegrass and Star Peak PPAs do not become effective unless and until: (1) the SCPPA Board approves the proposed Letter Agreements and the Amended and Restated PPAs; and (2) Seller makes payment to SCPPA pursuant to the terms of the Letter Agreements. The Letter Agreements capture the resolution terms described herein. If approved, the Letter Agreements will resolve various claims between SCPPA and OME as a result of the initial underperformance of the Projects. SCPPA and GWP staff are supportive of the proposed resolution provided in the Letter Agreements. GWP staff believes the value of these Projects to Glendale's portfolio outweighs the damages waived.

The payment section of the Star Peak Letter Agreement contains bracketed amounts for costs related to direct expenses incurred by SCPPA in preparation, negotiation, execution, and delivery of the consent to collateral assignment requested by Seller and the Facility Lender in connection with the financing of the Facility. The consent for collateral assignment has not been completed and so costs are to be determined. Additionally, SCPPA has bracketed the shortfall damages in the Letter Agreements because SCPPA is calculating shortfall damages that be owed under each PPA for the month of September. SCPPA will present the SCPPA Board with updated amounts for bracketed items as of the October 19th, 2023, Board date.

- **SCPPA's Authority:** In accordance with the Joint Powers Agreement, SCPPA may facilitate contracts for the planning, financing, development, acquisition, construction, reconstruction, improvement, enlargement, betterment, operation or maintenance of generation and transmission projects.
- **Environmental Considerations**
  - **California Environmental Quality Act (CEQA):**

The proposed action is exempt from CEQA pursuant to State CEQA Guidelines Section 15277. Both Projects are located outside of California. The Sellers represent and warrant in the PPAs that the projects have complied with the National Environmental Policy Act (NEPA) and that the Projects are exempt under Section 15277. The action is further exempt under State CEQA Guidelines Section 15061(b)(3), the general exemption. The proposed amended and restated Star Peak PPA and Whitegrass PPA will reduce the amount of geothermal capacity that will be delivered to SCPPA from existing resources that are already delivering energy. The term of the PPAs is not being extended. The energy is renewable and compliant with the State of California Emissions Portfolio Standard requirements. The continued use of

renewable energy will have a beneficial effect on the environment by reducing greenhouse gas emissions and air pollutants. SCPPA's purchase of energy from an existing, operational renewable energy resources, and corresponding sale of such energy to Glendale, will not result in any physical change in the environment. Thus, the project is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

○ **Emissions Performance Standard (EPS):**

In 2007, the CEC adopted regulations to implement the EPS as directed in legislation commonly referred to as SB 1368. Among other things, the regulations establish an emissions limit for carbon dioxide of 1100 lbs/MWH for "baseload generation" (defined as generation with a capacity factor of at least 60%) and require a "compliance filing" whenever a public agency enters into a "covered procurement" for such baseload generation, including procurement by a contract with a term of 5 years or more. An EPS compliance filing is due within 10 days after a public agency enters into a covered procurement and must be approved by the agency's governing body. The proposed Amended and Restated Star Peak PPA, which is the larger of the two PPAs, is subject to a compliance filing under these regulations.

A copy of the EPS compliance filing in substantial final form accompanies this report. As required by the EPS Regulations, SCPPA submitted notice to the CEC of its intent to deliberate on the Project, a covered procurement, for this October 19, 2023, Board meeting.

**FISCAL IMPACT:**

There is minimal impact on SCPPA's Administrative and General Budget outside of staff time to administer the Whitegrass PPA and Star Peak PPAs. The Project Participant has committed in writing to pay for any, and all, energy products and services received from both Star Peak and Whitegrass over the term of the PPAs through project billing.

SCPPA staff will discuss the total payment amounts received under the Star Peak Letter Agreement and Whitegrass Letter Agreements at the October meeting of the Board of Directors.

**ATTACHMENTS:**

1. Amended and Restated Power Purchase Agreement with Star Peak Geothermal LLC
2. Amended and Restated Power Purchase Agreement with Whitegrass Geothermal No. 1, LLC
3. Letter Agreement Related to Resolution of Disputes for the Whitegrass Geothermal No. 1, LLC Power Purchase Agreement
4. Letter Agreement Related to Resolution of Disputes for the Star Peak Geothermal LLC Power Purchase Agreement
5. Emissions Performance Standard Compliance Filing for the Star Peak Geothermal Facility
6. Resolutions 2023-122, 2023-123, 2023-124

**ATTACHMENT B-2**

**RESOLUTION NO. 2023-122****RESOLUTION RELATING TO THE STAR PEAK GEOTHERMAL ENERGY PROJECT: AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED POWER PURCHASE AGREEMENT, AND A LETTER AGREEMENT, AND SUCH OTHER DOCUMENTS, INSTRUMENTS, AND AGREEMENTS AS MAY BE NECESSARY OR APPROPRIATE TO ACHIEVE THE FULL UTILIZATION OF THE RESOURCES OF THE PROJECT AND AS SHALL BEST CARRY FORWARD THE INTERESTS AND OBJECTIVES OF THE AUTHORITY AND THE CITY OF GLENDALE, CA; AND FINDING THAT SUCH ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, on February 20, 2020, the SCPPA Board approved and adopted resolution 2020-006, authorizing SCPPA to execute a certain power purchase agreement (the “Power Purchase Agreement”) between SCPPA and Star Peak Geothermal LLC (the “Seller”) pursuant to which Seller agreed sell and SCPPA agreed to purchase geothermal renewable energy and associated environmental rights and benefits from the project known as the Star Peak Geothermal Project (the “Project”) located in Pershing County, Nevada; and

WHEREAS, under a related power sales agreement between SCPPA and the City of Glendale, CA (the “Project Participant”), SCPPA has agreed to sell energy generated from the Project and sold to SCPPA by Seller to Project Participant; and

WHEREAS, certain disputes have arisen between SCPPA and Seller related to the performance of the Project; and

WHEREAS, in order to resolve such disputes, SCPPA and Seller seek to enter into an amended and restated power purchase agreement (the “Amended and Restated Power Purchase Agreement”) which will amend certain terms of the Power Purchase Agreement, including the guaranteed energy generation Seller is required to provide to SCPPA under the Power Purchase Agreement; and

WHEREAS, SCPPA and Seller seek to execute a letter agreement (the “Letter Agreement”) pursuant to which Seller will agree to make certain payments to SCPPA and SCPPA and Seller will agree to waive certain claims related to the disputes; and

WHEREAS, before the Amended and Restated Power Purchase Agreement becomes effective and the release of claims included in the Letter Agreement becomes effective, Seller must provide payment under the terms of the Letter Agreement; and

WHEREAS, the Project Agreements are subject to the California Energy Commission’s (“Commission”) Emission Performance Standard regulations (“EPS Regulations,” 20 CCR Section 2900 *et seq.*), including the requirement in 20 CCR Section 2909 that a publicly-owned utility submit a “compliance filing” with the Commission within ten business days after it enters into a “covered procurement” as therein defined; and

WHEREAS, SCPPA and the Project Participant desire to provide for, and authorize, the further development, negotiation, entering into, execution, and delivery of such other documents, instruments, agreements, and arrangements with respect to the resources of the Project so as to facilitate the generation, transmission, and delivery of energy associated with the Project and to provide for the negotiation and approval of those terms and conditions with respect to such agreements and arrangements as shall best carry forward the interests of the Authority and the Project Participant and as shall best achieve the Authority's and the Project Participant's objectives; and

WHEREAS, this action is exempt from the California Environmental Quality Act ("CEQA") as it is an existing geothermal project located outside of the State of California that was subject to review under the National Environmental Policy Act ("NEPA") and further does not have the potential to cause a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF DIRECTORS DOES FIND AND RESOLVE AS FOLLOWS:

1. This action is exempt from the requirements of CEQA pursuant to Sections 15277 and 15061(b)(3) of the State CEQA Guidelines.
2. The Executive Director is hereby delegated all right, power, and authority to negotiate and finalize, and each of the President, Vice President, and Executive Director of the Authority is hereby authorized and directed upon the successful negotiation thereof, to execute and deliver the Amended and Restated Power Purchase Agreement, in substantial form as presented to the Board of Directors, and each of such other agreements, documents, and instruments, the substance or form of which are referenced in or otherwise attached to the Amended and Restated Power Purchase Agreement or which may be contemplated by the terms of the Amended and Restated Power Purchase Agreement and to which the Authority is to be a party or is to sign, each with such changes, insertions, and omissions as shall be approved by said President, Vice President, or Executive Director (such approval to be conclusively evidenced by her or his execution and delivery thereof), and each of the Secretary and any Assistant Secretary is hereby authorized to attest to such signature. The Amended and Restated Power Purchase Agreement (including such other agreements, documents, and instruments, the form of which is attached to the Power Purchase Agreement or is referenced therein) is hereby approved in substantial final form as presented to the Board of Directors on this October 19, 2023.
3. Each of the President, Vice President, and Executive Director of the Authority is hereby authorized and directed to execute and deliver the Letter Agreement in substantially the form as presented to the Board of Directors on this October 19, 2023, with such changes, insertions, and omissions as shall be approved by said President, Vice President, or Executive Director (such approval to be conclusively evidenced by her or his execution and delivery thereof), and each of the Secretary and any Assistant Secretary is hereby authorized to attest to such signature.
4. In addition to the foregoing, in order to facilitate the negotiation and consummation of the contemplated arrangements for the generation and delivery of energy from the Project and to carry forward other necessary or appropriate agreements associated with the acquisition of energy and solar generation resources of the Project and the delivery of the energy and environmental attributes of the Project to Southern California, and to achieve the full utilization



of the resources of the Project, the Board of Directors hereby delegates to the Executive Director of the Authority all right, power, and authority to negotiate, approve, and execute agreements and arrangements with respect to the resources of the Project to facilitate the generation, transmission, and delivery of energy associated with the Project and to negotiate and approve those terms and conditions with respect to such agreements and arrangements as shall best carry forward the interests of the Authority and the Project Participant and as shall best achieve the Authority's and the Project Participant's objectives, including the negotiation, development, and execution of any consent agreement or other agreement pursuant to a change in control, project-related financing, or as otherwise necessary or appropriate to carry forward the interests of the Authority and the Project Participants which does not require a material modification to or material change to the Amended and Restated Power Purchase Agreement.

5. Each of the President, Vice President, Secretary, any Assistant Secretary, the Executive Director and any other officer of the Authority is hereby authorized to execute and deliver any and all agreements, documents, and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution (including, but not limited to, making such changes to the agreements, documents, and instruments referred to in this Resolution if such changes are determined by the President, Vice President, or Executive Director to be necessary or advisable). Each reference in this Resolution to the President, Vice President, Secretary, Assistant Secretary, or Executive Director shall refer to the person holding such office or position, as applicable, at the time a given action is taken and shall not be limited to the person holding such office or position at the time of the adoption of this Resolution. All actions heretofore taken by the officers, employees, and agents of the Authority in furtherance of the transactions contemplated by this Resolution are hereby approved, ratified, and confirmed.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 19<sup>th</sup> day of October 2023 and is effective immediately.



PRESIDENT

Southern California Public  
Power Authority

ATTEST:



ASSISTANT SECRETARY  
Southern California Public  
Power Authority



**ATTACHMENT C**

[Project Vote – Glendale]

**RESOLUTION NO. 2023-124**

**RESOLUTION RELATING TO THE STAR PEAK GEOTHERMAL ENERGY PROJECT AUTHORIZING THE EXECUTION AND SUBMISSION OF A COMPLIANCE FILING TO THE CALIFORNIA ENERGY COMMISSION PURSUANT TO THE REQUIREMENTS OF THE CALIFORNIA EMISSIONS PERFORMANCE STANDARD REGULATIONS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS, INSTRUMENTS, AND AGREEMENTS AS MAY BE NECESSARY OR APPROPRIATE TO BEST CARRY FORWARD THE INTERESTS OF AND OBJECTIVES OF THE AUTHORITY**

WHEREAS, the Southern California Public Power Authority (the “Authority” or “SCPPA”) and its members have investigated the purchase of generation and energy output of certain geothermal energy resources and facilities in order to provide a long-term base load supply of renewable energy for its members; and

WHEREAS, the Authority and its member, the City of Glendale, CA (the “Participant”), have identified a geothermal energy project, denominated as the Star Peak Geothermal Energy Project (the “Project”), which will contribute toward fulfillment of the Participant’s renewable energy goals; and

WHEREAS, pursuant to Resolution No. 2020-006, the Authority approved the Project and approved the completion, execution, and delivery of the Project-related agreements, including a power purchase agreement between SCPPA and Star Peak Geothermal LLC (the “PPA”); and

WHEREAS, the parties to the PPA seek to amend the terms of the PPA through an amended and restated PPA (the “Amended and Restated PPA”); and

WHEREAS, the Amended and Restated PPA, and the Project-related agreements are subject to the California Energy Commission’s (“Commission”) Emission Performance Standard regulations (“EPS Regulations;” 20 CCR § 2900 *et seq.*), including the requirement in 20 CCR § 2909 that a publicly-owned utility submit a “compliance filing” with the Commission within 10 business days after it enters into a “covered procurement” as therein defined; and

WHEREAS, the Authority now presents this resolution to the SCPPA Board of Directors to approve the execution of the compliance filing for the Project, attached in substantially final form to the Agenda Report accompanying this Resolution, and to approve upon its completion its submission to the Commission in conformance with the EPS Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southern California Public Power Authority as follows:

1. The Authority hereby approves and authorizes each of the Executive Director, General Counsel, and Assistant General Counsel to execute and submit the compliance filing for the Project as submitted to the Board of Directors in substantially final form and attached to the Agenda Report accompanying this Resolution, with such changes, corrections and revisions as such officials may deem necessary and advisable.

2. In addition to the foregoing, the Executive Director and any other officer of the Authority is hereby authorized to execute and deliver any and all agreements, documents, and instruments and to do and cause to be done any and all acts and things deemed necessary or advisable for carrying out the transactions contemplated by this Resolution.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 19<sup>th</sup> day of October 2023 and is effective immediately.



PRESIDENT

Southern California Public  
Power Authority

ATTEST:



ASSISTANT SECRETARY

Southern California Public  
Power Authority

**ATTACHMENT D**

**CALIFORNIA ENERGY COMMISSION**  
**EMISSION PERFORMANCE STANDARD COMPLIANCE FILING**  
**COMPLIANCE FILING ATTESTATION**

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

1. I am an agent of the Southern California Public Power Authority SPPA authorized by its governing board to sign this attestation on its behalf. (Capitalized terms used herein have the meanings given in the cover letter submitted herewith.)
2. On October 19, 2023, the SPPA Board of Directors reviewed and approved in a public meeting the covered procurement and the compliance filing described above.
3. Based on the SPPA Board of Director's knowledge, information, and belief, the compliance filing does not contain a material misstatement or omission of fact.
4. Based on the SPPA Board of Director's knowledge, information, or belief, the covered procurement complies with Title 20, Division 2, Chapter 11, Article 1 of the California Code of Regulations.
5. The Amended and Restated Power Purchase Agreement contains the contractual terms or conditions specifying that the contract or commitment is void and all energy deliveries shall be terminated no later than the effective date of any Commission decision pursuant to 20 CCR § 2910 that the covered procurement fails to comply with 20 CCR § 2900 *et seq.*

Executed this 10<sup>th</sup> day of May 2024 at Glendora, California.

DocuSigned by:  
  
D4E0F3A6ECDE496...  
Daniel E Garcia  
Executive Director  
Southern California Public Power Authority