



DIABLO CANYON  
**Decommissioning Engagement Panel**



# **Diablo Canyon Decommissioning Engagement Panel Charter**

*Adopted May 24, 2018*

*Revised January 27, 2020 / August 27, 2020 / May 31, 2023*

## **I. Introduction**

The Diablo Canyon Decommissioning Engagement Panel (Panel) adopts this charter and operating procedures to clearly define the rules of engagement, the responsibilities of Panel members and the mechanisms to manage meetings efficiently.

These guidelines can help to ensure that the Panel is working towards common goals and that members' voluntary time is well spent. This charter and operating procedures shall define the scope of work for the Panel, membership eligibility and responsibilities, organizational structure, time management strategies and the process for adding or removing Panel members.

## **II. Mission Statement**

The Diablo Canyon Decommissioning Engagement Panel will review information and provide direct input on behalf of the local community to Pacific Gas and Electric Company (PG&E), and inform regulatory agencies and other stakeholders on Diablo Canyon Power Plant decommissioning plans and activities.

## **III. Purpose**

- A. Pacific Gas and Electric Company (PG&E) has announced that it will not seek license renewal for Diablo Canyon Power Plant (DCPP) and will cease operating DCPP in 2024- 2025, under its two operating licenses. In the meantime, PG&E will keep a continued focus on safe and reliable operations of the plant while preparing draft decommissioning plans. PG&E recognizes the importance of open communications with the local community with respect to its decommissioning plans and activities.
- B. The Panel is convened by PG&E as a volunteer, non-regulatory body to enhance and foster open communication, public involvement, and education on DCPP decommissioning plans and activities. It is intended to serve as a forum for local community members to provide direct input to PG&E, and inform regulatory agencies and other stakeholders on matters related to DCPP decommissioning.
- C. The Panel will disseminate DCPP decommissioning-related information to the community to raise awareness and foster participation.
- D. To foster and encourage an open dialogue of issues of interest to the community, PG&E will provide regular decommissioning updates to the Panel. Panel members will serve the interests of area communities and act as a sounding board for community feedback to PG&E on decommissioning issues and activities. The Panel will provide input into the effectiveness and appropriateness of communications between PG&E and area residents.

- E. The Panel will focus on understanding and communicating the areas of interest to local communities related to the issues surrounding the shutdown and decommissioning of DCP.

#### **IV. Authority**

- A. The Panel shall function solely in an informational capacity and will provide public input to inform and improve PG&E's decommissioning-planning activities. PG&E will retain discretion to accept, modify or decline recommendations made by the Panel, as PG&E is responsible for ensuring the health and safety of the public and is the financial and land steward of these assets. Final decisions regarding DCP decommissioning will be made by PG&E and the appropriate regulatory agencies and will balance PG&E's responsibility to customers to include only just and reasonable costs in rates.

#### **V. Organization and Membership**

- A. Membership
  - i. The Panel is comprised of representatives of the community to broadly reflect the diverse stakeholder viewpoints in proximity to DCP.
  - ii. Members should be highly engaged and well-informed leaders in the community who have the network and credibility to serve as resources to their constituent groups regarding DCP decommissioning.
  - iii. Elected officials, current PG&E employees and their immediate family members will not be considered eligible for community membership on the Panel (except as noted in Sections V.A.v and vi)
  - iv. PG&E will contract a local community member with expertise in facilitation to serve as Facilitator for the group.
  - v. The Panel will consist of a minimum of 8 and a maximum of 11 community members, a senior representative of PG&E's decommissioning team (appointed by PG&E), and up to 3 Ex-Officio members. Vacancies will be filled consistent with Section V.A.xiii.
  - vi. Ex-Officio member(s) (which may include elected officials) may be selected by the Panel and PG&E to represent local interests. Immediate family members of PG&E employees are not eligible to serve in Ex-Officio capacity.

- vii. Community member terms shall be as listed on the Panel's and PG&E's websites and will be updated each year to reflect membership changes. Before the expiration of each term, the Panel and PG&E will evaluate if a vacancy shall convert to an Ex-Officio or revert from Ex-Officio to community member at large. Panel members shall seek reappointment via the public application process.
- viii. The goal is for Panel members to participate in all meetings in order to ensure quality input from a variety of community leaders. Panel members will make an effort to be present at all meetings.
- ix. Panel members commit to sharing information on DCPD decommissioning with their constituent groups and their own networks of contacts, and likewise bring comments and information requests back to PG&E.
- x. Termination of a member will automatically occur if three (3) unexcused absences occur during their term. If there are more than three excused absences, the Panel member and PG&E will consult about their future participation.
- xi. Membership may be resigned in writing to the Panel, the Facilitator and PG&E.
- xii. A member or Ex Officio member may be removed from the Panel due to chronic absenteeism, abusive behavior to other panelists, or conduct detrimental to the Panel process.
- xiii. Any non-Ex-Officio Panel member term shall be filled by a public application process. PG&E will conduct a 30-day public application process. Upon completion of the public application process, PG&E and the panelists not seeking re-appointment shall select whom should fill the term. Ex-Officio Panel members shall be arranged thru PG&E after consultation with Panel to serve on the Panel. This process shall be used at the end of regular terms and may be used to fill a mid-term vacancy.
- xiv. The Facilitator shall perform the following duties:
  - 1. Work with PG&E to convene, create agendas and facilitate all meetings of the Panel and schedule additional meetings, educational workshops, as appropriate.
  - 2. Ensure the smooth flow of information between the Panel, the public and PG&E.

3. Submit to PG&E all recommendations adopted by the Panel.
4. Develop a brief synopsis of the items discussed and actions taken, record members present, and gather electronic links to all reports and pertinent reference materials. Provide these items to PG&E and the panelists for retention and posting on the Panel website.

**B. Committees**

- i. Committees or similar working groups may be created by the Panel in consultation with the Facilitator as needed to carry out the work of the Panel.
- ii. PG&E will staff those groups or committees in a similar fashion to the Panel.

**C. Governance**

- i. The Panel will strive to operate by consensus. In situations where a consensus is not achieved, a minority perspective(s) may be included with majority concurrence.

**VI. Meetings**

- A. Public meetings of the Panel will be held on a schedule determined by the Panel in consultation with PG&E.
- B. To maximize educational opportunities about DCPD decommissioning activities for the public, the Panel may periodically convene workshops where detailed information on specific matters is discussed.
- C. In addition to public meetings and workshops as outlined in Sections VI.A. and B., the Panel may elect to convene separate administrative meetings to prepare and plan for public meetings and workshops, to prepare Panel reports and to address other ancillary matters.
- D. In consultation with the Panel, PG&E will arrange for a regular meeting venue and will provide necessary logistical and material support for the meetings.
- E. As volunteers, members shall not be compensated for their time.

- F. Open house meetings and public educational workshops will be publicly noticed at least one week prior to the scheduled meeting. Public notice shall be provided at a minimum via the publication of a meeting notice to the Panel website and a press release to the local media.
- G. Information shared with Panel members will be considered public information that is appropriate for dissemination to all external audiences.
- H. Public Comment
  - i. Members of the public are encouraged to attend regularly scheduled public Panel meetings.
  - ii. Regularly scheduled meetings may include a public comment period or periods. The inclusion of a public comment period(s) should not exceed allotted meeting time unless approved by a majority of the Panel in attendance. While workshops and special meetings may be open to the public, they will not necessarily include public comment period(s).
  - iii. Elected officials and representatives of government agencies will be given priority at the beginning of public comment period(s) at regularly scheduled Panel meetings as courtesy for their representation of public constituencies.
- I. The Panel, PG&E and the Facilitator shall be responsible for preparing agendas for regular meetings. Discussion of items not on the agenda shall be reserved for the public comment period. Routine Panel meetings will be limited to three hours, unless the Panel agrees to grant an extension for special topics or circumstances.
- J. PG&E and the Facilitator will endeavor in good faith to provide the meeting agenda, the previous meeting's summary, and any pertinent information requiring review to members at least five days before a scheduled meeting.
- K. PG&E management will attend every meeting. Special presentations will be made by technical or subject matter experts to help the Panel members better understand pertinent issues.
- L. Administrative Support
  - i. Memorandum of Understanding (MOU) - PG&E and the Panel will annually discuss and execute an MOU to govern administration, logistics and operations of the panel for the upcoming year.

- ii. Document Retention - Documents shall be maintained in a manner consistent with PG&E record retention policies and will be available to Panel members in digital format.
- iii. Administration and Logistics - As specified in the MOU.

#### **VII. Initial Panel Terms**

- A. The initial phase of the Panel coincided with the filing of a site-specific cost estimate called for in the Joint Proposal that was submitted as part of the 2018 Nuclear Decommissioning Cost Triennial Proceeding. The continuation of the Panel beyond that initial term shall be determined by PG&E in accordance with regulatory milestones.

#### **VIII. Charter Amendments**

- A. Panel members may suggest amendments to this Charter at any time to be submitted to PG&E for evaluation. Amendments to the Charter must be agreed to by the Panel and PG&E.