



**Marin Energy Authority  
Board of Directors  
Thursday, April 4, 2013  
7:00 P.M.**

**Dawn Weisz**  
Executive Officer

**Damon Connolly**  
Chair  
City of San Rafael

**Kathrin Sears**  
Vice Chair  
County of Marin

**Bob McCaskill**  
City of Belvedere

**Alexandra Cock**  
Town of Corte Madera

**Larry Bragman**  
Town of Fairfax

**Len Rifkind**  
City of Larkspur

**Ken Wachtel**  
City of Mill Valley

**Denise Athas**  
City of Novato

**Tom Butt**  
City of Richmond

**Carla Small**  
Town of Ross

**Ford Greene**  
Town of San Anselmo

**Ray Withy**  
City of Sausalito

**Emmett O'Donnell**  
Town of Tiburon

781 Lincoln Avenue  
Suite 320  
San Rafael, CA 94901

1 (888) 632-3674  
[mceCleanEnergy.com](http://mceCleanEnergy.com)

**San Rafael Corporate Center, Tamalpais Room  
750 Lindero Street, San Rafael, 94901**

**Agenda – Page 1 of 2**

- 1. Board Announcements (Discussion)**
- 2. Public Open Time (Discussion)**
- 3. Report from Executive Officer (Discussion)**
- 4. Consent Calendar (Discussion/Action)**
  - C.1 3.7.13 Board Meeting Minutes**
  - C.2 Monthly Budget Report**
  - C.3 Report on Approved Contracts**
  - C.4 Approval of MEA Rates for FY14**
- 5. Resolution 2013-01 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Richard Collins (Discussion/Action)**
- 6. Addition of Board Member(s) to the Technical Committee (Discussion/Action)**
- 7. Creation of 2013 Ad Hoc Contracts Committee (Discussion/Action)**



Agenda material can be inspected in the Marin County Sheriff's lobby, located at 3501 Civic Center Drive, San Rafael, CA 94903. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MEA program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at [djackson@mceCleanEnergy.com](mailto:djackson@mceCleanEnergy.com) not less than **four work days** in advance of the event.



**Marin Energy Authority  
Board Meeting  
Thursday, April 4, 2013**

**San Rafael Corporate Center, Tamalpais Room  
750 Lindero Street, San Rafael, CA 94901**

**Agenda – Page 2 of 2**

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- 8. Support for Local Renewable Installations through SEED Fund (Discussion/Action)**
- 9. Energy Efficiency Update (Discussion)**
- 10. Agreement with RichmondBUILD to Provide Energy Efficiency Workforce Development Training (Discussion/Action)**
- 11. Additions and Adjustments to Regular Hire Staff Positions (Discussion/Action)**
- 12. Communications Update (Discussion)**
- 13. Regulatory Update (Discussion)**
- 14. Board Member & Staff Matters (Discussion)**
- 15. Adjourn**

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March 13, 2013

Assembly Member Steven Bradford  
Chair, Assembly Committee on Utilities and Commerce  
State Capitol, Room 5136  
Sacramento, CA 94249-0062  
Fax: (916) 319-2062

**Re: AB 217 (Bradford) Equitable Access to Solar Energy -- SUPPORT**

Dear Assembly Member Bradford and Committee Members:

On behalf of the Marin Energy Authority, I write to express our strong support for AB 217 by Assembly Member Steven Bradford, the Equitable Access to Solar Energy bill.

The Marin Energy Authority ("MEA"), a local government agency, administers the first community choice aggregation program in the State of California. MEA currently serves more than 90,000 customers from Marin County and the City of Richmond. The purpose of the Marin Energy Authority is to address climate change by reducing energy related greenhouse gas emissions and securing energy supply, price stability, energy efficiencies and local economic and workforce benefits. It is the intent of MEA to promote the development and use of a wide range of renewable energy sources, including but not limited to solar and wind energy production at competitive rates for customers, while encouraging reductions in energy usage through energy efficiency programs.

The SASH and MASH Programs effectively bring solar energy and job training opportunities to low-income communities. These programs have enabled low-income families in disadvantaged communities to afford solar technologies and be part of the growing green movement in California. These low-income solar rebate programs have also provided solar job seekers critical opportunities for hands-on training in the growing field of solar installation.

AB 217, by continuing the low-income solar rebate programs, will continue to promote equity in solar by allowing low-income families in affordable housing to access money saving solar technologies that they otherwise would be unable to afford. AB 217 also creates valuable hands-on training and employment opportunities in solar installation that benefit all of our communities.

We strongly support AB 217 and appreciate your leadership on ensuring equitable access to solar energy.

Sincerely,

Dawn Weisz

Cc: Senator Kevin de Leon; GRID Alternatives

**MARIN ENERGY AUTHORITY  
BOARD MEETING  
THURSDAY, March 7, 2013  
7:00 P.M.  
SAN RAFAEL CORPORATE CENTER, TAMALPAIS ROOM  
750 LINDARO STREET, SAN RAFAEL, CA 94901**

**Roll Call**

**Present:** Damon Connolly, City of San Rafael, Chair  
Kathrin Sears, County of Marin  
Tom Cromwell, City of Belvedere  
Alexandra Cock, Town of Corte Madera  
Larry Bragman, Town of Fairfax  
Len Rifkind, City of Larkspur  
Denise Athas, City of Novato  
Carla Small, Town of Ross  
Emmett O'Donnell, Town of Tiburon  
Tom Butt, City of Richmond

**Absent:** Ken Wachtel, City of Mill Valley  
Ford Greene, Town of San Anselmo  
Ray Withy, City of Sausalito

**Staff:** Dawn Weisz, Executive Officer  
Elizabeth Kelly, Legal Director  
Beckie Menten, Energy Efficiency Coordinator  
Rafael Silberblatt, Program Coordinator  
Jamie Tuckey, Communications Director  
Alex DiGorgio, Community Affairs Representative  
Emily Goodwin, Internal Operations Coordinator  
Ben Choi, Account Manager  
John Maher, Accountant  
Michael Maher, Accountant  
Sarah Gardner, Administrative Associate  
Darlene Jackson, Clerk

**Public Session: 7:10 PM**

**Agenda Item #1- Board Announcements (Discussion)**

Chair Connolly announced that he accepted a Project Merit for Solar Power award presented to MCE in San Diego by the Climate Change Business Journal.



**Agenda Item #2 – Public Open Time (Discussion)**

Member of the public, Alexander Bennett spoke on the difference in PG&E vs. MEA rates as they relate to the enrollment of Richmond customers. He expressed his concerns over the impact that rate increases would have on the already burdened community and economy and asked MEA to reconsider its rate increase prior to the Richmond enrollment. Chair Connolly explained that the proposed rate increase is in its 60-day public review process and suggested that Mr. Bennett forward his written comments to Executive Officer Weisz who could in turn distribute amongst Board members.

**Agenda Item #3 – Report from Executive Officer (Discussion)**

Executive Officer Dawn Weisz reported on the following:

- Open Season closed on March 1<sup>st</sup>, was a big success and, MCE is excited about the proposals received. There were 52 projects submitted to MCE with a range of technology types and competitive pricing. The evaluation process will commence soon.
- Green Power Partnership – all participating cities and towns within MEA's service territory were accepted by the EPA program. All cities and towns receiving MEA power for municipal load will soon be added to the EPA Green Power Partnership website. Road signs have been delivered to MCE for each participating city/town and will be presented in the coming weeks.
- Presentation to the North Bay Leadership Council today went well and was followed by a PG&E presentation. A presentation will be made to the Marin Bar Association at their April luncheon.
- Technical Committee will be held on Monday, March 11<sup>th</sup>, 9:00AM and the SEED Fund program as well as the local MCE Solar project site determinations will be discussed.

Chair Connolly reminded everyone of the attached Table 4.1 which is a compilation/summary of all contracts appearing on the consent calendar.

**Agenda Item #4 – Consent Calendar (Discussion/Action)**

- C.1 Minutes from 10.4.12 Board Meeting
- C.2 Monthly Budget Report
- C.3 Third Agreement with APCO Worldwide
- C.4 Second Agreement with CivicActions, Inc.
- C.5 Fourth Agreement with Descom Studios
- C.6 Fourth Agreement with Douglass & Liddell
- C.7 Second Agreement with Ellison, Schneider & Harris
- C.8 Fourth Agreement with Green Ideals
- C.9 Second Agreement with Jay Marshall
- C.10 Second Addendum to Second Agreement with Kames Geraghty
- C.11 First Agreement with Kames & Associates
- C.12 Third Agreement with Katie Gaier
- C.13 Third Agreement with Lehman, Levi Pappas & Sadler
- C.14 Fifth Agreement with Maher Accountancy
- C.15 Fifth Agreement with Milbank, Hadley, Tweed & McCloy
- C.16 Fourth Agreement with Richards, Watson & Gershon
- C.17 Third Agreement with Sam Long

**M/s Sears/Athas (Passed 10-0-0) approved all items on the consent calendar. Directors Green, Wachtel and**

**Withy were absent.**

**Agenda Item #5 – Resolution 2013-01 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Richard Collins (Discussion/Action)**

This item was deferred to the April meeting due to the absence of Director Collins.

**Agenda Item #6 Resolution 2013-02 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Thomas Cromwell (Discussion/Action)**

Executive Officer Weisz shared her gratitude and expressed thanks, as did Chair Connolly, for Director Cromwell's years of service on the MEA Board. Director Cromwell explained that his leaving had nothing to do with lack of enthusiasm for the MEA vision but rather an overloaded schedule. He acknowledged his "able replacement", Robert McCaskill.

**M/s Athas/Sears (Passed 10-0-0) approved Resolution 2013-02 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Thomas Cromwell. Directors Greene, Wachtel and Withy were absent.**

**Agenda Item #7 – Resolution 2013-03 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Jonathan Leone (Discussion/Action)**

Director Sears read the Resolution. Director Leone was not present to receive the award.

**M/s Bragman/Cromwell (Passed 10-0-0) approved Resolution 2013-03 of the Board of Directors of the Marin Energy Authority Honoring MEA Board Member Jonathan Leone. Directors Greene, Wachtel and Withy were absent.**

**Agenda Item #8 – Addition of Board Member(s) to the Technical Committee (Discussion/Action)**

Executive Officer Weisz explained that due to open seats on the Technical Committee, Directors Carla Small and Emmett O'Donnell have agreed to join the Committee.

**M/s Sears/Bragman (Passed 10-0-0) approved Addition of Board Member(s) to the Technical Committee. Directors Greene, Wachtel and Withy were absent.**

**Agenda Item #9 – Energy Efficiency Program Update (Discussion)**

Energy Efficiency Coordinator Beckie Menten presented an Energy Efficiency update. She provided a summary which included program background, 2012 program implementation, and 2013-2014 program implementation. Ms. Menten briefly provided status on:

- Multi-family Program
- Single Family Program
- Launching web portal (soft launch)
- Financing – On Bill Repayment (OBR)
  - Terms sheet signed with River City Bank

Director Sears complimented the staff on how quickly these programs have come together.

Director Cock asked about the CPUC funds allocated to the EE program and how those two sets of funds will work on specific projects.

Director O'Donnell asked if we will see any of the programs being ramped up after 2014.

Ms. Menten explained that currently MCE is working on 42 buildings, 1600 units in the multi-family sector. She also provided a sample door hanger marketing asset for tenant outreach.

Ms. Menten responded to questions from the Board.

**Agenda Item #10 Agreement with Rising Sun Energy for Energy Efficiency Services (Discussion/Action)**

Ms. Menten presented some EE Program background as well as some benefits of working with Rising Sun:

- Rising Sun has been working within Marin County for a considerable amount of time and during their tenure, established a productive and positive relationship with the County and its constituents.
- Rising Sun would provide MEA with a high quality, youth-based program to deliver direct installation services for the MEA multi-family energy efficiency program in the City of Richmond.

Director Butt asked if during the installation phase of the program, there is a system in place where the field representatives are able to assess the results of their efforts based on predetermined metrics. Youth Program Director Julie Hatton explained that some of the assessment is built into the system that allows for clear evaluation of measurable results.

Ms. Menten responded to questions from the Board.

**M/s Small/Butt (Passed 10-0-0) approved Proposed First Agreement between MEA and Rising Sun for Energy Efficiency Services. Directors Greene, Wachtel and Withy were absent.**

**Agenda Item #11 Agreement with Community Energy Services Corporation for Energy Efficiency Services (Discussion/Action).**

Ms. Menten presented some of the benefits of working with Community Energy Services Corporation (CESC):

- CESC would provide MEA with an implementation contractor for the small commercial energy efficiency program
- CESC has been a leading implementer of small commercial direct install programs across the Bay Area, including the County of Marin, for several years
- CESC will serve as the main implementer for the Marin County Energy Watch (MCEW) Partnership program and under the proposed contract would be the lead program implementer for the MEA program as well.

Director Rifkind expressed concerns related to overlapping outreach or marketing efforts that may be duplicative between the MCE and MCEW programs. Ms. Menten explained that there are several layers of checks and balances already built into each independent program and that she would clearly delineate roles/responsibilities for any interested party. MCEW would specifically be responsible for the role of program manager on more standard EE offerings including significant lighting and HVAC upgrade projects. MEA's program would focus on the more complex, whole house projects along with program financing, under Ms. Menten's direction. The programs are audited by the CPUC but there are some built in subsets of standards within the scope of each program. If anyone

within the MCE jurisdictions express interest or have other questions about the collaborative model between MCE and MCEW, they should be directed to Ms. Menten.

Chair Connolly suggested that regular progress updates be provided to the Board.

**M/s Sears/Cromwell (Passed 10-0-0) approved Proposed Second Agreement between MEA and Community Energy Services Corporation. Directors Green, Wachtel and Withy were absent.**

**Agenda Item #12 Communications Update (Discussion)**

Communications Director Jamie Tuckey presented on:

- Building strong relationships with Commercial customers, particularly Good Earth Market in Fairfax. There was a major campaign/contest held where 10 MCE Deep Green customers were randomly selected and Good Earth provided \$100 gift certificates to each of the 10 winners. As a result of the campaign, MCE realized a 300% growth in Deep Green opt ups.
- Launch of new MCE website with an enhanced look and feel and user friendly applications as a direct result of 2012 survey APCO facilitated. The new website is compatible with all electronic devices.
- The opt-out plan in addition to notices that will be bi-lingual (Spanish & English), thereby providing a truly inclusive and well-informed constituency during the enrollment process.
- MCE is advertising in the Richmond Pulse, the Richmond Confidential, and the Richmond Post.
- Residential brochures are multi-lingual and will include rate comparison inserts.

Community Outreach Representative, Alex DiGiorgio presented on the following:

- Community Outreach Plan (MCE Richmond) listed upcoming local events and provided a calendar of those events.
- Outreach will be extended to include houses of worship and schools.
- Community Advisory Group will allow at least 2 Town Hall meetings featuring MCE's general presentation, the 1<sup>st</sup> happening in the spring 2013 and the 2<sup>nd</sup> in the summer 2013.

Director Butt complimented Mr. DiGiorgio on how well he is handling the community outreach efforts and on his presentation style, demeanor and tact, especially with the occasional difficult or controversial question.

Director Butt indicated that he has not seen any significant opposition with Richmond customers and he continues to be optimistic.

Mr. DiGiorgio and Ms. Tuckey responded to questions from the Board.

**Agenda Item #13 MEA Budget for FY14 (Discussion/Action)**

In review of the proposed FY 14 budget, supported by the Board in the February Board meeting, Internal Operations Coordinator Emily Goodwin introduced John and Michael Maher from Maher Accountancy to describe a small adjustment to the proposed budget.

Mike Maher spoke on budgetary matters and indicated that aside from the adjustment of \$200K in savings from the Data Management line item (being repurposed in staffing and the Other Services line item) there were no significant changes to the proposed budget.

Director Rifkind asked why it was necessary to spend these savings. Executive Officer Weisz explained that MEA assessed what the biggest needs were as follows:

- Staffing costs and additional staff due to the Richmond rollout
- MEA's interest in developing and possibly funding its own projects (i.e. bond issuance) to establish a credit rating. Need to contract with some legal as well as finance expertise to support credit rating process that should go hand in hand with bond issuance. MEA has been interested in doing the bond issuance but this is the first opportunity to make strides in that effort given the strong financials built over the last few years.

Ms. Weisz responded to questions from the Board.

**M/s Butt/Rifkind (Passed 10-0-0) approved MEA Budget for Fiscal Year 2014. Directors Greene, Wachtel and Withy were absent.**

**Agenda Item #14 Resolution 2013-04 of the Board of Directors of the Marin Energy Authority Authorizing the Executive Officer to Enter Into and Execute Contracts (Discussion/Action)**

Legal Director Elizabeth Kelly introduced the resolution and explained the need for it. She also explained that the authorizations would be on a per-contractor basis and not a per-scope of work basis.

Ms. Kelly responded to questions from the Board.

**M/s Rifkind/Sears (Passed 10-0-0) approved Resolution 2013-04 of the Board of Directors of the Marin Energy Authority Authorizing the Executive Officer to Enter Into and Execute Contracts. Directors Greene, Wachtel and Withy were absent.**

**Agenda Item #15 Regulatory Update (Discussion)**

Legal Director Beth Kelly provided a brief summary on the Regulatory Resource Adequacy Summit.

- Long Term Procurement Plan – MEA's interest is involvement regarding the cost allocation mechanism (CAM) and related approved decision. Legal Director Kelly noted that there is the need to submit an additional filing that will clarify that the decision relates only to LA Basin. She also discussed the importance of a CAM opt-out for CCAs.
- PG&E Smart Grid Pilot Deployment – A proposed decision has been issued which would appropriately allocate costs for this program.

Director Bragman asked if our agency has looked at the SmartMeter opt-out. Per Ms. Kelly, MEA has not taken a position on that because there has not been a need to do so.

Director Rifkind suggested that the SmartMeter issue raised by Director Bragman be discussed at an upcoming Technical Committee meeting.

Ms. Kelly responded to other questions from the Board.

**Agenda Item #16 Board Member & Staff Matters (Discussion)**

NONE



**Agenda Item #17 – Adjourn**

9:13PM

**ATTEST:**

\_\_\_\_\_  
**Damon Connolly, Chair, Marin Energy Authority**

\_\_\_\_\_  
**Dawn Weisz, Executive Officer**



April 4, 2013

TO: Marin Energy Authority Board  
FROM: Emily Goodwin, Internal Operations Coordinator  
RE: Monthly Budget Report (Agenda Item #4 - C.2)  
ATTACHMENT: February 2013 Budget Update (Unaudited)

Dear Board Members:

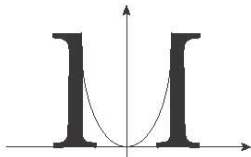
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**SUMMARY:**

The attached budget update compares the original FY 2013 budget to the unaudited revenue and expenses of MEA for the month ending February 2013.

Staffing line item expenses increased in February as a result of the addition of two staff members. This also resulted in various computer related expenses, reflected in the Other Services and General and Administration line items. Overall, MEA continues to spend below projections, as reflected in year-to-date figures.

**Recommendation:** No action needed. Informational only.



**MAHER ACCOUNTANCY**

1101 FIFTH AVENUE • SUITE 200 • SAN RAFAEL, CA 94901

Financial Plumbline

## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Marin Energy Authority

We have compiled the accompanying budgetary comparison schedule of Marin Energy Authority (a California Joint Powers Authority) for the period ended February 28, 2013. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements with undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statement.

We are not independent with respect to Marin Energy Authority.

*Maher Accountancy*

March 19, 2013



**MARIN ENERGY AUTHORITY  
BUDGETARY COMPARISON SCHEDULE  
April 1 through February 28, 2013**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Actual/ Budget</b>
<b>REVENUE AND OTHER SOURCES:</b>				
Revenue - Electricity (net of allowance)	\$ 58,300,000	\$ 47,589,469	\$ 10,710,531	81.63%
Public purpose energy efficiency program	350,000	87,740	262,260	25.07%
Contributions	-	20,000	(20,000)	-
Total sources	<u>58,650,000</u>	<u>47,697,209</u>	<u>10,952,791</u>	<u>81.33%</u>
<b>EXPENDITURES AND OTHER USES:</b>				
<b>CURRENT EXPENDITURES</b>				
Cost of energy	49,300,000	38,514,332	10,785,668	78.12%
Staffing	1,045,000	920,985	124,015	88.13%
Technical consultants	585,000	501,690	83,310	85.76%
Legal counsel	135,000	104,321	30,679	77.27%
Communications consultants and related expenses	800,000	578,138	221,862	72.27%
Data manager	1,925,000	1,644,012	280,988	85.40%
Service fees- PG&E	550,000	274,753	275,247	49.96%
Other services	220,000	209,912	285,335	95.41%
General and administration	240,000	206,929	33,071	86.22%
Energy efficiency and electric vehicle rebate program	10,000	8,500	1,500	85.00%
Public purpose energy efficiency program	350,000	87,740	262,260	25.07%
Total current expenditures	<u>55,160,000</u>	<u>43,051,312</u>	<u>12,108,688</u>	<u>78.05%</u>
CAPITAL OUTLAY	10,000	46,006	(36,006)	460.06%
DEBT SERVICE	990,000	785,761	204,239	79.37%
Total expenditures	<u>56,160,000</u>	<u>43,883,079</u>	<u>\$ 12,276,921</u>	<u>78.14%</u>
Net increase (decrease) in available fund balance	<u>\$ 2,490,000</u>	<u>\$ 3,814,130</u>		

See accountants' compilation report.



April 4, 2013

TO: Marin Energy Authority Board

FROM: Sarah Gardner, Administrative Associate

RE: Report on Approved Contracts (Agenda Item #4 - C.3)

Dear Board Members:

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**SUMMARY:**

On April 1, 2010 your Board adopted Resolution 2010-05A which authorized the Executive Officer to enter into and execute contracts for an amount not to exceed \$20,000 in the contract's lifetime, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations.

On March 7, 2013 your Board adopted Resolution 2013-04 which authorized the Executive Officer to enter into and execute contracts for an amount not to exceed \$25,000 within a fiscal year consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations.

The following chart summarizes contracts of this nature which have been entered into during the previous 2 months:

Month	Purpose	Contractor	Maximum Contract Amount	Term of Contract
February 2013	Technical Regulatory Assistance	RTO Advisors	\$5,000	1 Year
March 2013	Hydroelectric Energy	3Degrees	\$9,135	6 Months
March 2013	Hydroelectric Energy	3Degrees	\$21,750	1 Year
March 2013	E3 Calculator Review for 2013-14 EE Program	Bevilacqua – Knight, Inc.	\$330	5 Months
March 2013	Photography Services	Rory Earnshaw Photography	\$7,500	2.5 Months



March 2013	Tech. Support for CRM Within MCE Website	Sam Long	\$1,300	1 Month
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**Recommendation:** Information only. No action required.



April 4, 2013

TO: Marin Energy Authority Board

FROM: John Dalessi, Operations and Development

RE: Proposed Marin Clean Energy Rates for Fiscal Year 2014  
(Agenda item #4 - C.4)

ATTACHMENT: Marin Clean Energy Proposed FY 2014 Rates

Dear Board Members:

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The Marin Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent ("Implementation Plan") describes the policies and procedures for setting and modifying electric rates for the Marin Clean Energy (MCE) program. As described in the Implementation Plan, the MCE annual ratesetting process is coordinated with the establishment of fiscal year program budgets. MCE rates are typically reviewed on an annual basis during the month of January to consider whether rate changes are warranted in consideration of the next fiscal year's projected budget and in consideration of other ratesetting objectives such as rate competitiveness, rate stability, customer understanding and equity among customers. Final rates for the fiscal year are typically adopted during the month of April.

MEA's ratesetting policies establish a sixty-day public review period for proposed rate changes before final rates are adopted by the Board. The proposed rates set forth in Attachment A were accepted at the regular Board meeting held on February 7, 2013, initiating the public review period, and allowing for final approval at this time.

## **BACKGROUND – MCE RATESETTING CYCLE, POLICIES AND PROCESS**

### **Ratesetting Cycle**

MEA typically adjusts MCE rates on an annual basis, and the new rates go into effect at or near the start of the fiscal year. Ratesetting is coordinated with the annual budgeting cycle due to the inherent linkages between MCE program budgets and MCE rates. Rates could be adjusted more frequently than annually, if necessary to ensure recovery of all MCE program costs, but this is not typical and has not been necessary to date.

Proposed rates are typically presented to your Board in February, based on the proposed upcoming fiscal year budget. This release of the proposed rates initiates a sixty-day public review and comment period. If rate increases are being proposed, the affected MCE customers are provided with notice of said rate increase. Following

completion of the sixty-day public review and comment period, final rates are adopted by your Board in April and placed into effect the following day. Final rates may differ from the initially proposed rates to account for changes resulting from adoption of the final fiscal year budget, consideration of public comments received on the initial proposed rates, and/or other factors that may be considered by your Board.

## **Ratesetting Policies**

MEA has established various policies that are considered in designing MCE rates. These ratesetting policies include the following:

Revenue sufficiency: rates must recover all program expenses, debt service requirements, and prudent reserves; i.e., the “revenue requirement”.

Rate competitiveness: rates must allow MEA to successfully compete in the marketplace to retain and attract customers.

Rate stability: rates changes should be minimized to reduce customer bill impacts.

Customer understanding: rates should be simple, transparent and easily understood by customers.

Equity among customers: rate differences among customers should be justified by differences in usage characteristics or cost of service.

Efficiency: rates should encourage conservation and efficient use of electricity (e.g., off-peak vehicle charging).

To the extent that the policies may be in tension with one another, the rate proposal attempts to strike an appropriate balance. For example, a cost-of-service analysis might suggest that a particular rate should be increased, but the increase might be limited in the interest of rate stability or rate competitiveness. In accordance with the Implementation Plan, the policy of revenue sufficiency may not be violated; however, the Board may use discretion in how the other ratesetting policies are reflected in MCE rates.

## **Ratesetting Process**

The ratesetting cycle begins with a forecast of MCE sales for the coming fiscal year. The forecast includes the number of customers that are expected to be enrolled and taking service on each of the MCE rate schedules as well as the monthly billing quantities expected under each rate schedule. Depending upon the rate schedule in question, billing quantities can include monthly kWh, kWh during specified time-of-use periods (on-peak, partial peak, off-peak), maximum monthly kW demand and maximum kW during specified time-of-use periods. The forecasted billing quantities are used to derive a forecast of revenues at current (and proposed) MCE rates.

The projected revenue at current rates, termed “present rate revenues”, are compared to the fiscal year budget that must be funded through rates (the “revenue requirement”) to determine whether rate adjustments are warranted to address any projected surplus or deficit.

As an interim step in the rate design process, the revenue requirement is first allocated to customer classes. Customers are classified based on end-use and other service characteristics in an attempt to represent groups of customers with relatively similar cost-of-service profiles within the group. MEA has established nine customer classes that includes residential (Res-1), small commercial (Com-1 and Com-6), medium commercial (Com-10), large commercial (Com-19), industrial (Com-20), agricultural (Ag), street lighting (SL) and traffic control (TC) end uses. Revenues are allocated based on a cost of service analysis, assessment of competitiveness, and other policy considerations.

Rates are designed for the various rate schedules associated with each customer class in order to recover the revenues allocated to that class. There are currently 28 rate schedules that MCE customers may take service under.

### **FY 2014 PROPOSED RATES**

Proposed rates have been developed consistent with the proposed budget referenced in Agenda Item #9. The proposed rates have been reviewed with the MEA Ad Hoc Rate Committee, and that Committee recommends that they be accepted by your Board for consideration.

### **FY 2014 Revenue Requirement**

The FY 2014 revenue requirement is based on the proposed FY 2014 budget, adjusted for non-rate related revenues associated with the public purpose funding for energy efficiency programs. These energy efficiency funds are funded through utility delivery charges, and this portion of the MCE budget need not be funded through MCE rates.

The proposed revenue requirement for FY 2014 is \$87,301,374 as shown in Table 1. Revenues at present rates are projected to yield \$81,471,368, resulting in a need to increase rates by approximately 7% to avoid a projected deficiency of \$5,830,006. The increase is primarily related to higher power supply costs expected for FY 2014.

**Table 1: Proposed FY 2014 Revenue Requirement**

<b>Revenues</b>	
Present Rate Revenues	\$ 81,471,368
Public Purpose Energy Efficiency	\$ 2,100,000
Total Revenues	\$ 83,571,368
<b>Expenses</b>	
Power Supply Expenses	\$ 76,426,809
Other Operational Expenses	\$ 6,909,759
Debt Service	\$ 1,195,162
Other Uses	\$ 456,506
Energy Efficiency	\$ 2,125,000

Reserve Contribution	\$ 2,288,138
Total Expenses	\$ 89,401,374
<b>Revenue Requirement (Expenses less EE funds)</b>	<b>\$ 87,301,374</b>
Surplus (Deficiency) in Funds	\$ (5,830,006)
Required Rate Increase	7%

### Proposed FY 2014 Revenue Allocation

MEA proposes to allocate revenues to customer classes using a system average percentage change methodology, meaning that revenues allocated to each customer class would increase by the same percentage as shown in Table 2.

**Table 2: Proposed Class Revenue Allocation (FY2014 rates)**

Rate Group	Revenue at Present Rates	Revenue at Proposed Rates	Change in Revenues	% Change
Residential	\$ 39,816,644	\$ 42,665,881	\$ 2,849,237	7%
Small Commercial 1 (Com-1)	\$ 10,620,575	\$ 11,380,572	\$ 759,997	7%
Small Commercial 2 (Com-6)	\$ 2,435,546	\$ 2,609,832	\$ 174,285	7%
Medium Commercial (Com-10)	\$ 10,648,125	\$ 11,410,094	\$ 761,969	7%
Large Commercial (Com-19)	\$ 10,998,026	\$ 11,785,033	\$ 787,007	7%
Industrial (Com-20)	\$ 6,049,543	\$ 6,482,442	\$ 432,899	7%
Agricultural	\$ 273,340	\$ 292,900	\$ 19,560	7%
Street Lighting (SL-1)	\$ 580,483	\$ 622,021	\$ 41,539	7%
Traffic Control (TC-1)	\$ 49,085	\$ 52,598	\$ 3,513	7%
<b>Total</b>	<b>\$ 81,471,368</b>	<b>\$ 87,301,374</b>	<b>\$ 5,830,006</b>	<b>7%</b>

In order to inform and guide the rate proposal, staff has performed a cost-of-service analysis and a comparative rate analysis to ascertain how MCE rates compare to costs as well as how they compare to the rates charged by PG&E.<sup>1</sup> In evaluating these considerations, there was no clear case to be made for modifying the system average percentage change revenue allocation results. Specifically, there are no customer classes where average MCE revenues would be both above MEA's costs to serve and the corresponding PG&E generation average revenues (inclusive of the cost impacts of

<sup>1</sup> In comparing rates it should be noted that the MCE standard "Light Green" rates provide a 50% renewable energy content as compared to the 20% renewable energy content currently offered by PG&E.



PG&E's CCA surcharges) such that a reduced allocation might be indicated. Likewise there are no customer classes where average MCE revenues would be both below MEA's costs to serve and the corresponding PG&E generation average revenues (inclusive of the cost impacts of PG&E's CCA surcharges) such that an increased allocation might be indicated.

Table 2 summarizes the results of the cost-of-service and competitive rate assessment. For ease of comparison, figures are shown as single cents-per-KWh average revenue or cost for each customer classification. Table 2 compares the average revenue paid by each customer class under the proposed rate structure to the average cost-of-service for the respective customer class and to the average revenues that would be paid under the currently effective PG&E generation rates.

**Table 2: FY 2014 Proposed Rate Comparative Analysis Summary (Class Average Rates)<sup>2</sup>**

<b>Rate Group</b>	<b>Proposed MCE Average Revenue (cents per kwh)</b>	<b>MCE Cost of Service (cents per kwh)</b>	<b>PG&amp;E Generation Average Revenue<sup>3</sup> (cents per kwh)</b>	<b>PG&amp;E CCA Surcharges<sup>4</sup> (cents per kwh)</b>
Residential	7.4	7.8	7.9	0.6
Small Commercial 1 (Com-1)	7.5	7.5	8.5	0.5
Small Commercial 2 (Com-6)	7.2	7.0	8.4	0.5
Medium Commercial (Com-10)	8.0	7.3	8.8	0.5
Large Commercial (Com-19)	7.4	7.0	8.0	0.4
Industrial (Com-20)	6.8	6.6	7.3	0.4
Agricultural	6.6	7.1	6.8	0.5
Street Lighting (SL-1)	6.8	6.1	7.3	0.1
Traffic Control (TC-1)	7.0	8.0	6.9	0.5
<b>Total</b>	<b>7.4</b>	<b>7.4</b>	<b>8.1</b>	<b>0.5</b>

The proposed revenue allocation strikes a balance between the objectives of rate competitiveness (comparison to PG&E), equity (comparison to cost) and stability (comparison to current).

As reflected in Table 2, the proposed MCE rates are generally lower than the generation rates currently charged by PG&E. Total customer generation costs, which include the MCE charges as well as the cost impacts of the PG&E CCA surcharges, are generally lower for MCE customers in the Commercial, Industrial and Street Lighting

<sup>2</sup> Figures in Table 2 are averages for the respective customer classes. Individual customer rates may vary.

<sup>3</sup> PG&E class average generation revenue for 2013 are as shown in PG&E Advice Letter 4096-E-A, Table 3, filed December 31, 2012. The total figure shown reflects a weighted average for the MCE customer base.

<sup>4</sup> PG&E CCA surcharges include the Power Charge Indifference Adjustment and the Franchise Fee Surcharge. Figures are class averages for the 2012/2013 vintage.

classifications and higher for customers in the Residential, Agricultural and Traffic Control classifications.

For a typical residential customer using 500 kWh per month, MCE service at the proposed rates will cost ninety cents per month more than service at PG&E's current generation rates.

### **Rate Design**

Except as noted below, the proposed rate change is implemented by applying the average percentage change for the respective customer class shown in Table 2 to each current MCE rate component. Using Schedule Com-6 as an example, there are five MCE rate components (energy charges by season and time-of-use period), and each of those charges will be increased by 7% from their current levels.

Off-peak rates on certain rate schedules (Com-19 and Com-20) were reduced or held constant in order to maintain rate competitiveness and to promote efficient use of energy. Offsetting increases were made to peak or partial peak energy rates so that class revenue neutrality was maintained.

Time-of-use energy rates on optional residential rate schedules Res-7 and Res-9 were adjusted to better align with the corresponding rates charged by PG&E. These changes were made in a manner that maintains class revenue neutrality.

A new time-of-use rate option is proposed for customers who would otherwise take service on small commercial rate schedule Com-1. Customers taking service on PG&E rate schedule A-1-B (TOU) would be eligible for service under MCE's new schedule Com-1-TOU.

The Termination Fee applicable to customers departing MCE service after the opt-out period is proposed to remain at \$5 for residential customers and \$25 for non-residential customers. The Cost Recovery Charge component of the Termination Fee is proposed to remain at zero based on the positive market value of the MCE supply portfolio.

**Recommendation:** Approve the proposed rates contained in Attachment A, for FY 2014.

**MARIN ENERGY AUTHORITY  
MARIN CLEAN ENERGY  
PRESENT AND FY 2014 PROPOSED RATES**

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>RESIDENTIAL CUSTOMERS</u>				
E-1, M, S, SR, T	<b>RES-1</b>			
	ENERGY CHARGE (\$/KWH)	All Energy	0.06900	0.07400
EL-1 (CARE)	<b>RES-1-L</b>			
	ENERGY CHARGE (\$/KWH)	All Energy	0.06900	0.07400
E-6	<b>RES-6</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.18000	0.19300
		Summer Part Peak	0.07500	0.08000
		Summer Off-Peak	0.05000	0.05400
		Winter Partial Peak	0.07000	0.07500
		Winter Off-Peak	0.05000	0.05400
EL-6 (CARE)	<b>RES-6-L</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.18000	0.19300
		Summer Part Peak	0.07500	0.08000
		Summer Off-Peak	0.05000	0.05400
		Winter Partial Peak	0.07000	0.07500
		Winter Off-Peak	0.05000	0.05400
E-7	<b>RES-7</b>			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.30000	0.37000
		Summer Off-Peak	0.05000	0.05000
		Winter Peak	0.20000	0.22000
		Winter Off-Peak	0.05000	0.05000

EL-7 (CARE)	<b>RES-7-L</b>		
	ENERGY CHARGE (\$/KWH)		
	Summer Peak	0.30000	0.37000
	Summer Off-Peak	0.05000	0.05000
	Winter Peak	0.20000	0.22000
	Winter Off-Peak	0.05000	0.05000

E-8	<b>RES-8</b>		
	ENERGY CHARGE (\$/KWH)		
	Summer	0.06900	0.07400
	Winter	0.06900	0.07400

EL-8 (CARE)	<b>RES-8-L</b>		
	ENERGY CHARGE (\$/KWH)		
	Summer	0.06900	0.07400
	Winter	0.06900	0.07400

E-9	<b>RES-9</b>		
	ENERGY CHARGE (\$/KWH)		
	Summer Peak	0.25000	0.16000
	Summer Part Peak	0.06000	0.09000
	Summer Off-Peak	0.05000	0.05000
	Winter Partial Peak	0.06000	0.07400
	Winter Off-Peak	0.05000	0.05000

COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE CUSTOMERS

A-1	<b>COM-1</b>		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.08300	0.08900
	WINTER	0.05500	0.05900
A-1 TOU	<b>COM-1-TOU</b>		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	N/A	0.10400
	PART-PEAK	N/A	0.09800
	OFF-PEAK	N/A	0.07700
	<u>WINTER</u>		
	PART-PEAK	N/A	0.06700
	OFF-PEAK	N/A	0.05200
A-6	<b>COM-6</b>		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.21600	0.23100
	PART-PEAK	0.08500	0.09100
	OFF-PEAK	0.04200	0.04500
	<u>WINTER</u>		
	PART-PEAK	0.06600	0.07100
	OFF-PEAK	0.04300	0.04600
A-10-A	<b>COM-10-A</b>		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.08100	0.08700
	WINTER	0.05900	0.06300
	DEMAND CHARGE (\$/KW)		
	SUMMER MAX	2.60000	2.80000
A-10-B	<b>COM-10-B</b>		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.10000	0.10700
	PART-PEAK	0.08200	0.08800
	OFF-PEAK	0.07000	0.07500
	<u>WINTER</u>		
	PART-PEAK	0.06300	0.06800
	OFF-PEAK	0.05400	0.05800
	DEMAND CHARGE (\$/KW)		
	SUMMER MAX	2.60000	2.80000



E-19-S, V

**COM-19-S**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.09400	0.10100
PART-PEAK	0.06200	0.07000
OFF-PEAK	0.04900	0.04900

WINTER

PART-PEAK	0.05400	0.06500
OFF-PEAK	0.04600	0.04600

DEMAND CHARGE (\$/KW)

SUMMER

PEAK	7.20000	7.70000
PART-PEAK	1.50000	1.60000

E-19-P, V

**COM-19-P**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.09500	0.10200
PART-PEAK	0.06100	0.06500
OFF-PEAK	0.04600	0.04600

WINTER

PART-PEAK	0.05100	0.06000
OFF-PEAK	0.04300	0.04600

DEMAND CHARGE (\$/KW)

SUMMER

PEAK	7.00000	7.50000
PART-PEAK	1.50000	1.60000

E-19-T, V

**COM-19-T**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.07300	0.07800
PART-PEAK	0.05600	0.06000
OFF-PEAK	0.04500	0.04800

WINTER

PART-PEAK	0.04900	0.05300
OFF-PEAK	0.04200	0.04500

DEMAND CHARGE (\$/KW)

SUMMER

PEAK	7.30000	7.80000
PART-PEAK	1.60000	1.70000

E-20-S

**COM-20-S**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.08700	0.09500
PART-PEAK	0.05800	0.06500
OFF-PEAK	0.04600	0.04600

WINTER

PART-PEAK	0.05100	0.05900
OFF-PEAK	0.04300	0.04300

DEMAND CHARGE (\$/KW)

SUMMER

PEAK	6.80000	7.30000
PART-PEAK	1.40000	1.50000

E-20-P

**COM-20-P**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.09400	0.10100
PART-PEAK	0.06100	0.06600
OFF-PEAK	0.04600	0.04700

WINTER

PART-PEAK	0.05000	0.05800
OFF-PEAK	0.04300	0.04600

DEMAND CHARGE (\$/KW)

SUMMER

PEAK	7.40000	7.90000
PART-PEAK	1.60000	1.70000

E-20-T

**COM-20-T**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.06700	0.07200
PART-PEAK	0.05200	0.05600
OFF-PEAK	0.04300	0.04300

WINTER

PART-PEAK	0.04600	0.05400
OFF-PEAK	0.03900	0.04200

DEMAND CHARGE (\$/KW)

SUMMER

PEAK	8.70000	9.30000
PART-PEAK	1.90000	2.00000

AGRICULTURAL CUSTOMERS

AG-1-A

**AG-1-A**

ENERGY CHARGE (\$/KWH)

SUMMER	0.08100	0.08700
WINTER	0.06400	0.06900

CONNECTED LOAD (\$/HP)

SUMMER MAX	1.00000	1.10000
WINTER MAX	-	-

AG-1-B

**AG-1-B**

ENERGY CHARGE (\$/KWH)

SUMMER	0.08100	0.08700
WINTER	0.06200	0.06600

AG-4-A

**AG-4-A**

ENERGY CHARGE (\$/KWH)

<u>SUMMER</u>		
PEAK	0.11900	0.12800
OFF-PEAK	0.04900	0.05300

<u>WINTER</u>		
PART-PEAK	0.05200	0.05600
OFF-PEAK	0.04400	0.04700

CONNECTED LOAD (\$/HP)

SUMMER	1.00000	1.10000
WINTER	-	-

AG-4-B

**AG-4-B**

ENERGY CHARGE (\$/KWH)

<u>SUMMER</u>		
PEAK	0.09100	0.09800
OFF-PEAK	0.05100	0.05500

<u>WINTER</u>		
PART-PEAK	0.05000	0.05400
OFF-PEAK	0.04200	0.04500

DEMAND CHARGE (\$/KW)

<u>SUMMER</u>		
MAX	1.80000	1.90000
PEAK	1.80000	1.90000

WINTER	-	-
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AG-5-A

**AG-5-A**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.11100	0.11900
OFF-PEAK	0.05300	0.05700

WINTER

PART-PEAK	0.05600	0.06000
OFF-PEAK	0.04700	0.05000

CONNECTED LOAD (\$/HP)

SUMMER	2.70000	2.90000
WINTER	-	-

AG-5-B

**AG-5-B**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.10500	0.11300
OFF-PEAK	0.03300	0.03500

WINTER

PART-PEAK	0.04900	0.05300
OFF-PEAK	0.02700	0.02900

DEMAND CHARGE (\$/KW)

SUMMER

MAX	3.40000	3.60000
PEAK	4.10000	4.40000

WINTER	-	-
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AG-5-C

**AG-5-C**

ENERGY CHARGE (\$/KWH)

SUMMER

PEAK	0.08600	0.09200
PART-PEAK	0.04600	0.04900
OFF-PEAK	0.03400	0.03600

WINTER

PART-PEAK	0.04000	0.04300
OFF-PEAK	0.03100	0.03300

DEMAND CHARGE (\$/KW)

SUMMER

PEAK	7.50000	8.00000
PART-PEAK	1.40000	1.50000

WINTER	-	-
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STREET AND OUTDOOR LIGHTING

LS-1, LS-2, LS-3, OL-1

**SL-1**

ENERGY CHARGE (\$/KWH)	0.06300	0.06800
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TC-1

**TC-1**

ENERGY CHARGE (\$/KWH)	0.06500	0.07000
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DEEP GREEN OPTION

Customers electing the Deep Green service option will pay the applicable rate for the Light Green service option plus the Deep Green Energy Charge.

ENERGY CHARGE (\$/KWH)	0.01000	0.01000
Voltage Discount		
For primary voltage, each component of the standard rate shall be discounted.	4%	

**RESOLUTION NO. 2013-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE MARIN ENERGY AUTHORITY HONORING FORMER MEA BOARD  
MEMBER RICHARD COLLINS**

**WHEREAS**, the Marin Energy Authority (“MEA”) is a joint powers authority established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

**WHEREAS**, MEA members include the following MEA communities: the County of Marin, the City of Belvedere, the Town of Corte Madera, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Rafael, the City of Sausalito and the Town of Tiburon; and

**WHEREAS**, Director Collins has been a dedicated and determined public servant, demonstrating considerable perseverance to ensure that Tiburon residents and businesses have the opportunity to choose Marin Clean Energy; and

**WHEREAS**, Director Collins was a persistent and ultimately successful advocate with the Town of Tiburon leadership, which voted to join Marin Energy Authority on November 19, 2008 and

**WHEREAS**, Director Collins contributed greatly to the formative years of MEA by joining MEA as a founding Board member, serving as Chair of the Technical Committee, participating in multiple Ad Hoc Committees of the Board, and providing insightful leadership and guidance throughout the organization; and

**WHEREAS**, Director Collins has always been an engaged and reliable Board member, generous with his time, offering his objective analysis of issues, along with gentle and constructive solutions; and

**WHEREAS**, Director Collins’s Board colleagues will sincerely miss him and his many contributions, his humor, collegiality, energy, and his supportive and encouraging attitude; and

**WHEREAS**, the Marin Energy Authority Board of Directors and staff sincerely thank Director Collins for his passion and commitment to the agency, its goals and purpose.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Marin Energy Authority that the Marin Energy Authority Board and staff do hereby extend to Richard Collins our sincere and grateful appreciation for his unwavering and dedicated service to the Marin Energy Authority Board of

Directors, our best wishes to him for continued success, happiness, and good health in the years to come.

**PASSED AND ADOPTED** at a regular meeting of the Marin Energy Authority Board of Directors on this Fourth day of April, 2013 by the following vote:

AYES	NOES	ABSTAIN	ABSENT
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City of Belvedere

Town of Corte Madera

Town of Fairfax

City of Larkspur

County of Marin

City of Mill Valley

City of Novato

City of Richmond

Town of Ross

Town of San Anselmo

City of San Rafael

City of Sausalito

Town of Tiburon

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CHAIR, MARIN ENERGY AUTHORITY BOARD

ATTEST:

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SECRETARY, MARIN ENERGY AUTHORITY BOARD

**MEA Board Standing Committees**  
**April 4, 2013**

**Executive Committee**

Damon Connolly, Chair  
Kate Sears  
Leonard Rifkind  
Denise Athas  
Ken Wachtel  
Tom Butt

**Technical Committee**

Kate Sears, Chair  
Damon Connolly  
Ford Greene  
Larry Bragman  
Carla Small  
Emmett O'Donnell





April 4, 2013

TO: Marin Energy Authority Board

FROM: Emily Goodwin, Internal Operations Coordinator

RE: Support for Local Renewable Installations through SEED Fund Opportunity (Agenda Item #8)

ATTACHMENTS: A. Presentation on SEED Fund Opportunity  
B. Draft Agreement between the City of San Rafael and MEA for Services related to the SEED Fund Program

Dear Board Members:

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**SUMMARY:**

**Background:**

Collaborative procurement is emerging as a powerful means to tackle the costs and technical barriers to public investment in solar energy projects. However, upfront costs for high-quality solar potential assessments, RFP/RFQ development, and vendor evaluations prohibit many public entities from identifying and pursuing high-potential projects.

To help address this barrier and to facilitate collaborative procurement for the public sector Strategic Energy Innovations (SEI) and Optony Inc. have created the Sustainable Energy and Economic Development (SEED) Fund. Optony, Inc., an independent solar consulting firm specializing in enabling successful public and private solar programs and projects. The SEED Fund is – an opt-in program that enables public agencies to evaluate and participate in a regional group purchase of municipal solar PV projects. A key feature of the program is that it leverages regional funding (e.g. grants, community investments) to defer upfront allocation of funds for project planning, site assessments, or procurement activities. Upfront costs are then paid back on a percentage basis as part of the solar contracts that are developed with vendors to create a revolving fund for future work.

The SEED Fund project has received a grant to provide services in the North Bay counties of Marin, Sonoma and Napa. The project requires one of the municipal agencies to act as a Coordinating Agency for the RFP development and solicitation process, and the City of San Rafael voted to lead the effort for the SEED Fund and act in this role. As Coordinating Agency for the project, the City of San Rafael anticipates

additional work with regards to RFP development, issuance of solicitation, and evaluation of bidder contracts, and therefore anticipates a need for solar energy related technical experience.

MEA was approached by the City of San Rafael to serve in the role of technical consultant on an as needed basis. Because MEA promotes the development and use of a wide range of renewable energy sources, including solar energy production, there is strong alignment with MEA goals and MEA's in-house expertise. In addition, serving in the technical support role may build and strengthen valuable customer relationships, along with potential Energy Efficiency program participants.

In March your Technical and Executive Committees heard presentations on the SEED Fund and discussed the potential for MEA to play a supporting role in the effort. Input and guidance was provided from both Committees, regarding MEA's proposed role in support of the City of San Rafael.

Under this proposed agreement, MEA would support the City of San Rafael with:

- Business review of procurement documents
- Assistance with responses to Requests for Information from potential bidders
- Evaluation of vendors and proposals
- Reporting/compliance consultation and other professional services as needed

MEA would bill each hour at 1/3 the full amount up to 30 hours, reflecting pro bono support to Marin jurisdictions. Following that threshold, MEA would bill hourly for all services rendered, serving Napa and Sonoma jurisdictions. The total amount of the contract would not exceed \$7,000.

Although not contemplated under this agreement, it is important to note that the SEED Fund has also received grant funding to offer services in Contra Costa County. MEA staff will determine if support services are needed from MEA in the City of Richmond as part of those efforts.

**Recommendation:** Direct staff to finalize and execute the proposed agreement with the City of San Rafael to provide technical support services for the SEED Fund program.



# SEED Fund

## Sustainable Energy & Economic Development Fund

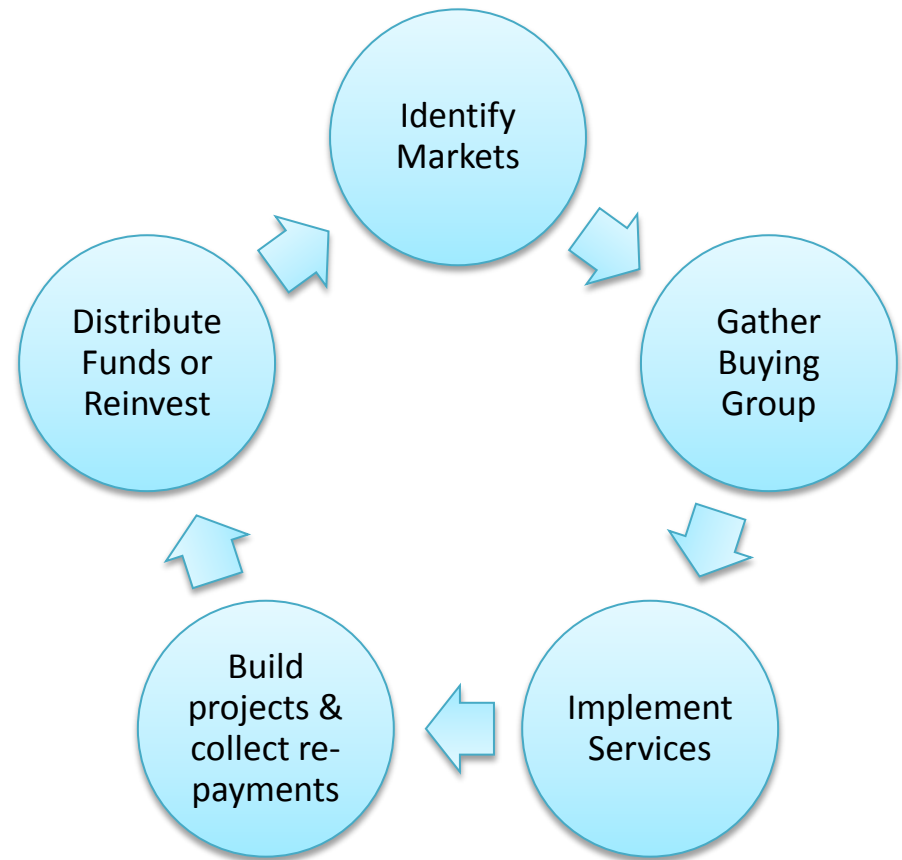
April 2013





# What is SEED Fund

- Model
  - A revolving fund to defer upfront costs for public sector solar PV or energy efficiency project analysis and procurement
  - Built on a proven collaborative approach
- Municipal Benefits
  - Realize 10-12% in total project cost savings
  - Reduce transaction costs by 50-70%



# Who is SEED Fund

- SEED Fund NP LLC
  - Wholly owned subsidiary of Strategic Energy Innovations, a California 501c3
    - Founded in 1997, Strategic Energy Innovations (SEI) is a non-profit that develops and delivers solutions customized to help communities accomplish their sustainability goals.
  - Optony Inc.: SEED Fund Technical Service Provider
    - Optony Inc is a global research and consulting services firm focused on enabling government and commercial organizations to bridge the gap between solar energy goals and real-world results.
  - Established with California Solar Initiative Research Design and Development Business Innovation grant of \$300,000
    - Grant is supported by PG&E and California Public Utilities Commission, and is implemented by Itron





# Background Silicon Valley Regional Project

Agenda Item #8: Att. A. 4.04.13 SEED Presentation



- Included 43 sites
  - Collaboration across 9 jurisdictions
  - 14.4MW of combined solar PV
- Multiple Site Types:
  - Carports
  - Rooftops
  - Ground mounted
- Largest multi-agency effort to date
  - County of Santa Clara
  - 6 Cities
  - 2 Special Districts
- LESSONS:
  - Aggregated purchase discounts 12%+
  - Reduced admin and transactions costs 50%+
  - Better negotiated contract terms & conditions

# Background:

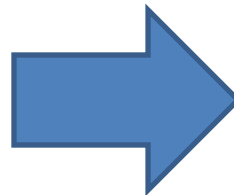
Agenda Item #8: Att. A. 4.04.13 SEED Presentation



# Major Solar Industry Changes

## Recent Changes

- Dramatic Drop In Panel Prices
- Consolidation In The Industry
- New Financial Players In The Market
- Maturing Industry
- US Markets Are The New Focus
- Excess PV Capacity Coming Online
- Grid Parity Accelerating (without incentives)

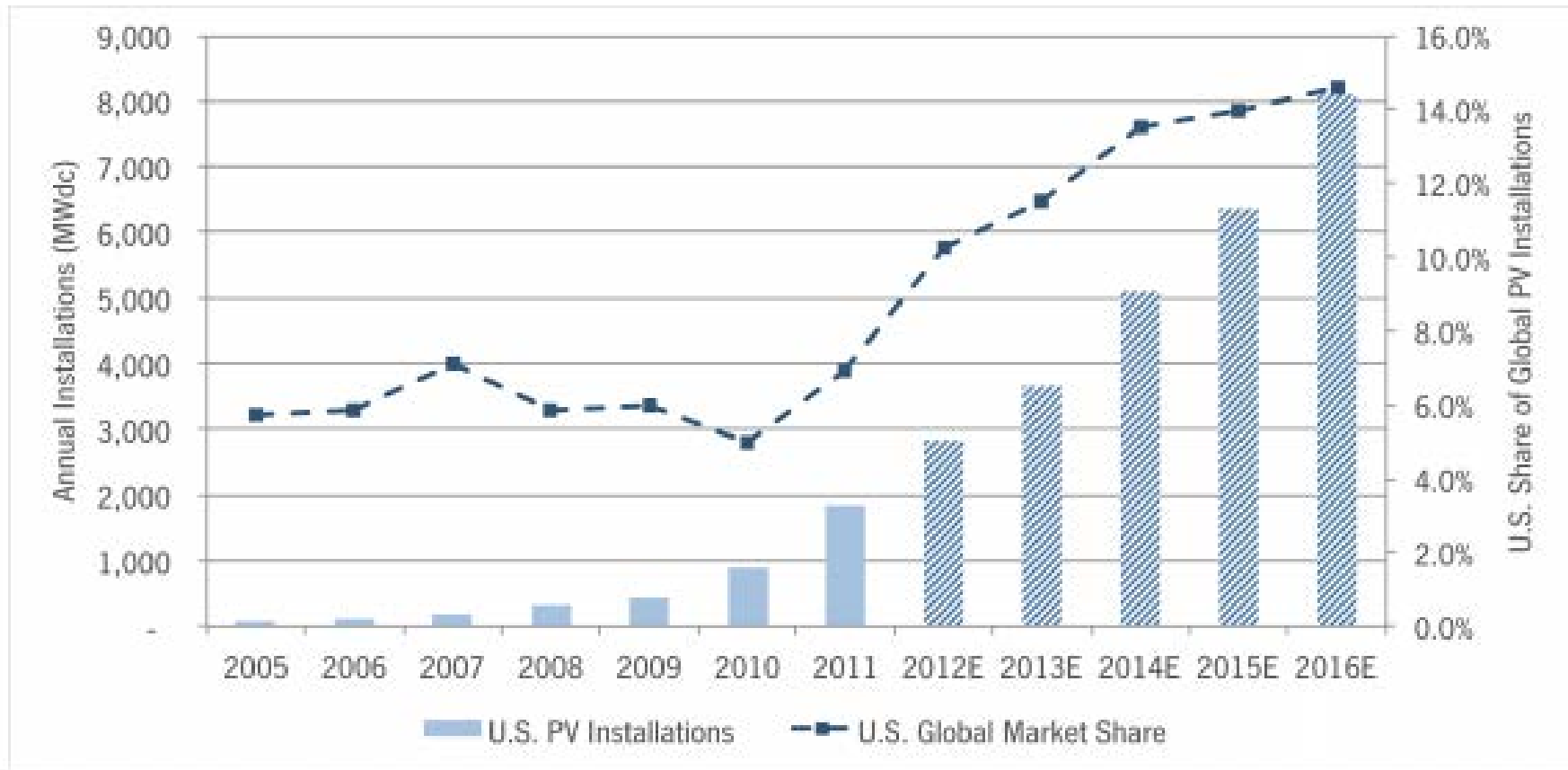


## Major Impact On:

- Better Project Economics
- Few, Stronger Players
- Lower Cost Of Capital
- Better Results For Clients
- PV Mfrs Must Lower Cost
- Must Seek Long-Term Stability
- Mass Adoption Of Solar

# Background: Solar Project Trends

Agenda Item #8: Att. A. 4.04.13 SEED Presentation





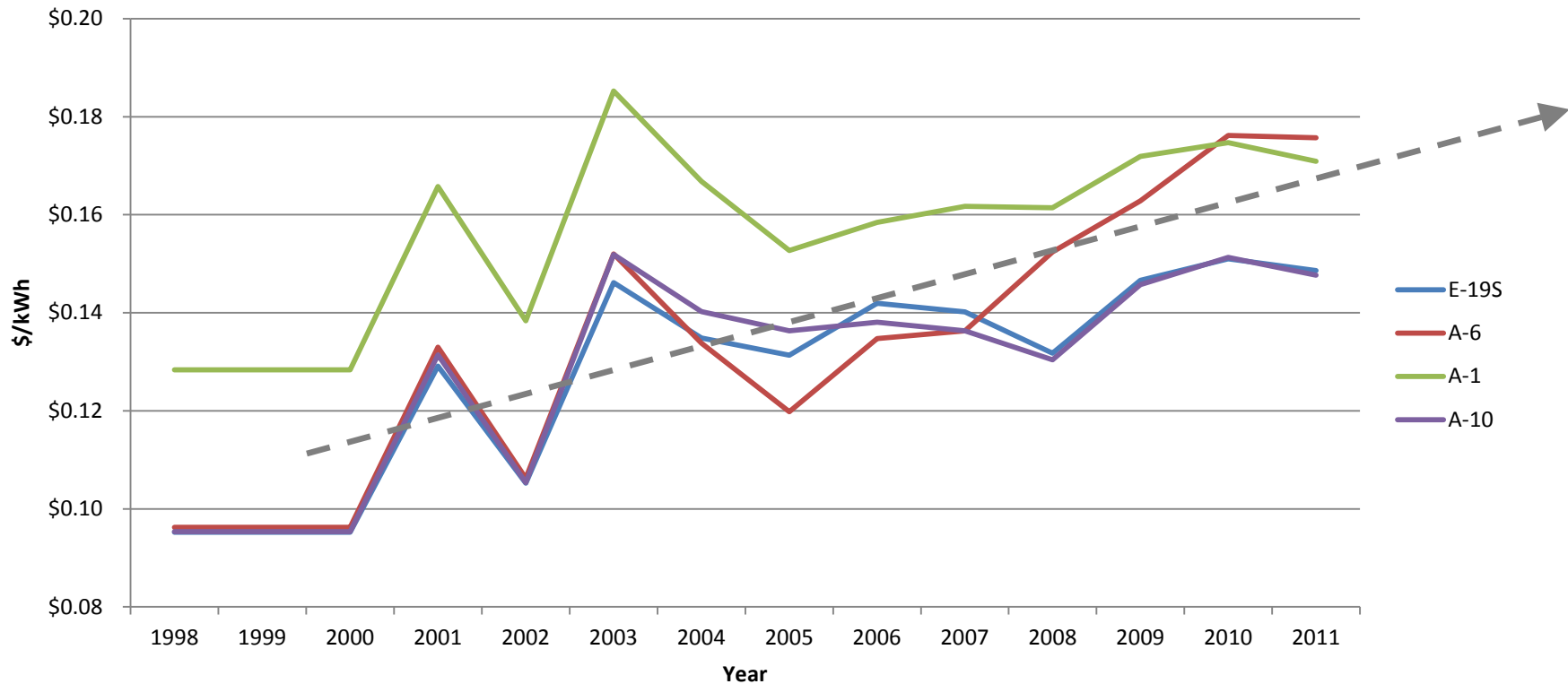
# Background:

# Electricity Pricing Trends

Agenda Item #8: Att. A. 4.04.13 SEED Presentation



Average PG&E prices per kWh for  
Commercial Facilities



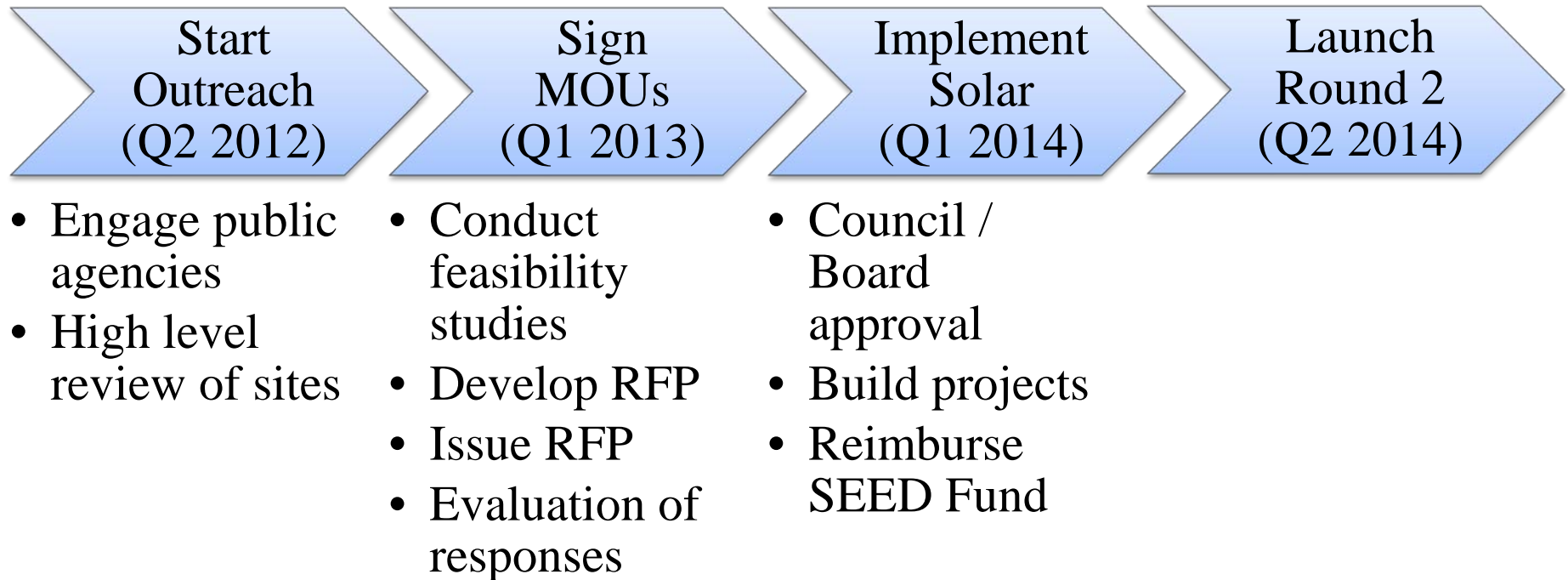


# Goals of SEED Fund

- Bring at least 5 MW of new public renewable energy on line
- Realize 10-12% in total project cost savings
- Reduce transaction costs and administrative effort by 50-70%
- Deliver collaboration & technical support for 1.5-2% of total contracted solar project costs
- Create an economically sustainable revolving fund

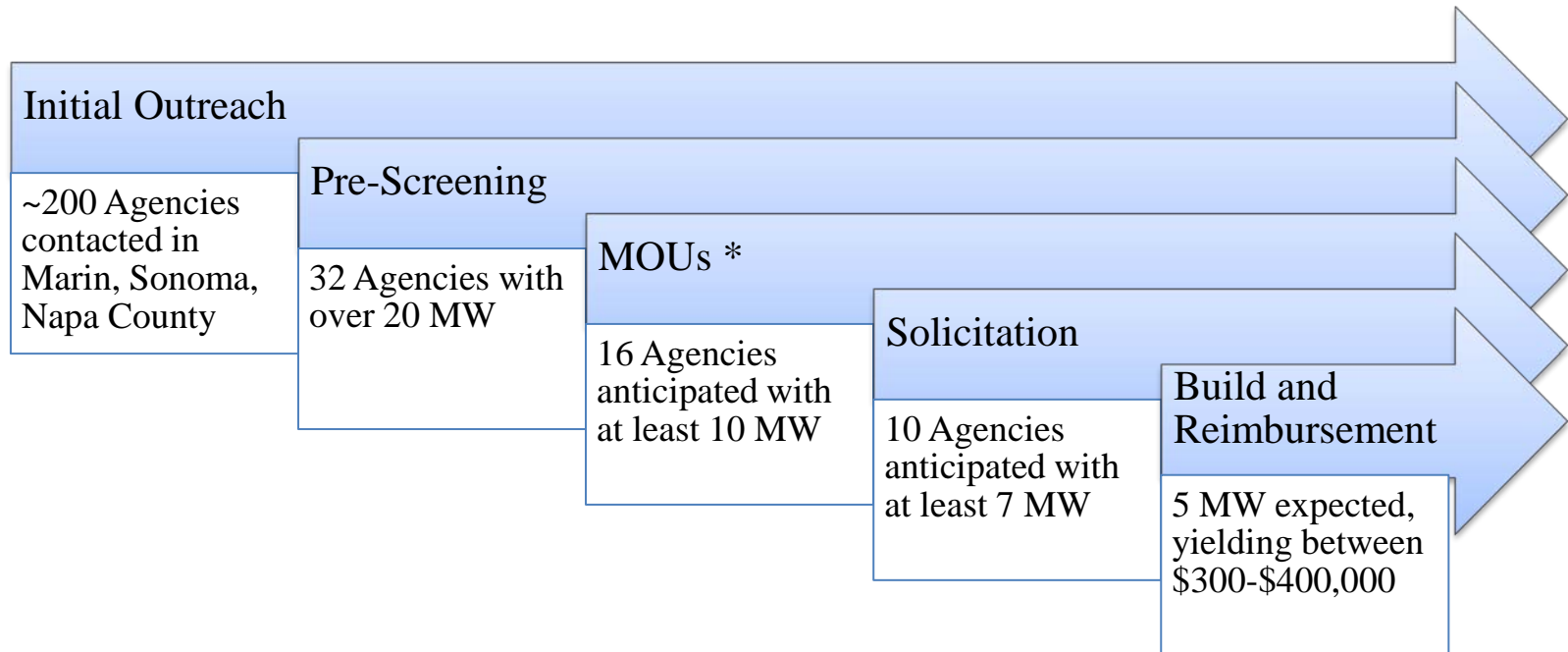


# Timeline For North Bay Project





# Current Program Pipeline



**\*Where we are currently**





# Status of Current Participants

MOU in progress or received	Total "A" PV (kW)
City of Mill Valley	361
Marinwood Community Services District	84
Napa County Office of Education	478
San Rafael	1055
Sonoma County General Services	45
Sonoma County Retirement Employee Association	71
Sonoma County Water Agency	1290
South Marin Fire Protection District	49
St. Helena	927
Yountville	202
<b>Currently Under consideration</b>	<b>Total "A" PV (kW)</b>
City of Cloverdale	1043
City of Novato	49
Marin County Office of Education	230
Sausalito	201
Sonoma County Library	882
Tamalpais Union High School District	2445
Town of Windsor	146
Wilmar Union School District	39
<b>Total</b>	<b>9597</b>

**“What you are proposing is very creative and seems like a great opportunity for Mill Valley to be involved in. I like the fact that there are stopping points along the way, where we are actually making a specific decision on a specific project. What I like is this is getting us in the pipeline and getting us in that collaborative spirit without necessarily over committing...To me this feels like a no-brainer and it fits right within our city goals and values.”**

***Shawn Marshall, Vice Mayor  
City of Mill Valley***





# Coordinating Agency

- City of San Rafael
- Role:
  - Serve as primary governmental point-of-contact for participants
  - Perform legal review of bid documents
  - Issue bid documents
  - Serve as primary point-of-contact for potential bidders
  - Lead evaluation of proposals
  - Make bid award or notification of short-list
  - Lead contract negotiations
- All of the above responsibilities to be performed with significant SEED Fund support and guidance





# MEA Role

- Support City of San Rafael (Coordinating Agency):
  - Business review of procurement documents
  - Assistance with responses to Requests for Information from potential bidders
  - Evaluation of vendors and proposals
  - Reporting/compliance consultation and other professional services as needed
- Spread public knowledge of SEED Fund program
  - Maximize co-branding opportunities with collaborating agencies and participating municipalities

*\* MEA to provide initial pro bono support in a variety of consultancy roles; following MEA will remain in the support role to the City of San Rafael and bill hourly based on services rendered.*





# Questions & Discussion

Thank you!



**PROFESSIONAL SERVICES AGREEMENT FOR TECHNICAL ASSISTANCE  
RELATED TO THE SOLAR SEED FUND PROJECT**

This Agreement is made and entered into this 5th day of April 2013, by and between the CITY OF SAN RAFAEL (hereinafter "**CITY**"), and Marin Energy Authority (hereinafter "**CONTRACTOR**").

**RECITALS**

**WHEREAS**, the City Council of the City of San Rafael adopted Resolution No. 13460 on November 19, 2012 approving a Memorandum of Understanding with the SEED Fund for cooperative purchasing of renewable energy; and

**WHEREAS**, the City Council of the City of San Rafael adopted Resolution No. 13514 on March 18, 2013 approving an amended Memorandum of Understanding with the SEED Fund pursuant to which **CITY** will act as Coordinating Agency for the solar SEED Fund project; and

**WHEREAS**, Marin Energy Authority can support **CITY** in its role as Coordinating Agency with services in legal and business review of procurement documents, assistance with responses to Requests for Information from potential bidders, evaluation of vendors and proposals, and other professional services as needed.

**AGREEMENT**

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY.** The City Manager shall be the representative of the **CITY** for all purposes under this Agreement. Rebecca Woodbury is hereby designated the PROJECT MANAGER for the **CITY**, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR.** **CONTRACTOR** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONTRACTOR**. **CONTRACTOR's** Executive Officer is hereby designated as the PROJECT DIRECTOR for **CONTRACTOR**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR for any reason, the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONTRACTOR.**

**CONTRACTOR** shall perform the duties and/or provide services as follows:

- Assistance in review of procurement documents
- Assistance with responses to Requests for Information from potential bidders
- Guidance related to evaluation of vendors and proposals

3. DUTIES OF CITY.

**CITY** shall pay the compensation as provided in Paragraph 4.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CITY** shall pay **CONTRACTOR** as follows:

**CONTRACTOR** will bill each hour at 1/3 its standard billing rate of \$21-\$118/hour up to 30 hours, reflecting pro bono support to Marin, and fee for service to Sonoma and Napa jurisdictions. Once that threshold is reached, **CONTRACTOR** will bill at its standard hourly rate for all services rendered. The total amount of the contract will not exceed \$7,000.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONTRACTOR**.

5. TERM OF AGREEMENT.

The term of this Agreement shall be for (2) year(s) commencing on April 5, 2013 and ending on April 4, 2015.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, a commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage.

B. The insurance coverage required of the **CONTRACTOR** by section 10. A. shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or coverage for any contribution.

2. The insurance policy shall be endorsed for contractual liability and personal injury.

3. The insurance policy shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.

4. **CONTRACTOR** shall provide to City's Risk Manager, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming **CITY**, its officers, agents, employees, and volunteers, as additional named insureds under the policies.

5. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except

upon ten (10) days written notice to City's Risk Manager.

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

7. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

8. The insurance shall be approved as to form and sufficiency by PROJECT MANAGER and the City Attorney.

C. If it employs any person, **CONTRACTOR** shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both **CONTRACTOR** and **CITY** against all liability for injuries to **CONTRACTOR's** officers and employees.

D. Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the City's Risk Manager and the City Attorney.

11. INDEMNIFICATION.

**CONTRACTOR** shall indemnify, release, defend and hold harmless **CITY**, its officers, and employees, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees, arising out of **CONTRACTOR's** reckless or willful misconduct related to the duties and obligations of **CONTRACTOR** under this Agreement.

12. NONDISCRIMINATION.

**CONTRACTOR** shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

**CONTRACTOR** shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

**CITY** and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in

any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

**TO CITY:** Rebecca Woodbury  
Project Manager  
City of San Rafael  
1400 Fifth Ave. (P.O. Box 151560)  
San Rafael, CA 94915-1560

**TO CONTRACTOR:** Rafael Silberblatt  
Project Director  
Marin Energy Authority  
781 Lincoln Avenue, Ste. 320  
San Rafael, CA 94901

17. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

18. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except

by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

19. **SET-OFF AGAINST DEBTS.**

**CONTRACTOR** agrees that **CITY** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

20. **WAIVERS.**

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

21. **COSTS AND ATTORNEY'S FEES.**

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

22. **CITY BUSINESS LICENSE / OTHER TAXES.**

**CONTRACTOR** is exempt for the business license requirement of the San Rafael Municipal Code. **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

**23. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:**

MEA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MEA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MEA's constituent members in connection with this Agreement.

24. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day, month and year first above written.

**CITY OF SAN RAFAEL**

**CONTRACTOR**

\_\_\_\_\_  
NANCY MACKLE, City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT F. EPSTEIN, City Attorney



April 4, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Energy Efficiency Coordinator

RE: Energy Efficiency Update (Agenda Item #9)

ATTACHMENTS: A. Multi-Family Program Mailer  
B. Multi-Family Property Owner Letter  
C. MCE Multi-Family Statement of Completion Form  
D. MCE Multi-Family Program Portfolio Application Form MCE  
E. MCE Multi-Family Program Scope of Work Agreement Form

Dear Board Members:

---

**SUMMARY:** This is a discussion only update on the MEA energy efficiency program.

**Background**

In August of 2012, MEA's application for energy efficiency funding for 2012 programs was approved by the California Public Utilities Commission, allocating \$328,000 in funding for a multifamily energy efficiency program. MEA has been ramping up and implementing this program since that time.

On the 9th of November, 2012, the CPUC approved MEA's application for funding for 2013 – 2014 energy efficiency programs, allocating over \$4 million to MEA. The 2013 – 2014 portfolio of programs includes continuation of the MEA multi-family energy efficiency program, implementation of small commercial and single family energy efficiency programs, and four financing pilots: on bill repayment for the multi-family, commercial, and single family sectors, and a standard offer program.

**2012 Program Implementation**

The first energy efficiency project has been completed. The program has paid out incentives on a multi-family boiler replacement at a market rate complex. The project resulted in 568 therm savings and \$567 estimated dollar savings / year. The program paid \$1,704 in incentives.

The multi-family program outreach materials and program documents have been finalized and are attached. With the completion of the multi-family outreach materials, calls to property owners can shift into full swing and outreach should move forward rapidly.

**2013 - 2014 Program Implementation**



2013-2014 Program Implementation is kicking off with some significant milestones over the past month. While implementation moves forward, Efficiency staff continue to work with Energy Division to clarify different regulatory requirements and the impacts these will have on the program.

### Accomplishments

#### Small Commercial

- The small commercial program issued an RFQ for qualified contractors to participate in the HVAC component of the program. The program held a well-attended contractor informational session in the TAM room on March 28<sup>th</sup>. Program requirements include preferential treatment to contractors who work with RichmondBUILD and MCCDC training graduates.
- Smart Lights plans a neighborhood canvassing from mid – April until the end of May to offer no cost energy evaluations to San Rafael businesses. This is the initial intake step of the program and has proven successful in generating leads.

#### Single Family

- The single family website has launched. The website went live March 6<sup>th</sup> with a soft launch and can be viewed at: <http://myenergytool.mceCleanEnergy.com>
- PEI is working with Strategic Energy Innovations to deliver a school based curriculum which is tied to the web portal. The schools program will have an initial launch April 19<sup>th</sup> and will roll lessons learned into a more robust fall program. MEA is exploring options for working with the Marin Municipal Water District on this program to build a water component into the educational curriculum.

#### Financing

- MEA staff have worked closely with River City Bank to clarify many details and mechanics of the small commercial and multifamily financing program, and is working towards a May launch date.
- MEA has had many promising conversations with lenders and anticipates announcing a partner for the single family on-bill repayment program within a few weeks.

#### Multi-family

- MEA held the first Direct Install team training, with a total of 12 participants. Many trainees are graduates of the Marin City Community Development Corporation (MCCDC) weatherization training program, and all are local Marin County residents.

### Challenges

- MEA continues to work with Energy Division of the CPUC to clarify regulatory requirements for the program. MEA staff will attend a meeting at the CPUC in April to receive feedback on the January 14 compliance filing and will receive requested amendments to the Program Implementation Plan and supporting documentation at that time. Energy Division has indicated that the program may continue operations in the meantime.
- While MEA's financing program was given approval to move forward, specific components of the program are on hold while certain issues are being debated at the CPUC. This includes a key determination on whether or not financing dollars can be used for some amount of non-energy improvements, for example to address health and safety code violations uncovered through the process of a retrofit.

Recommendation: Discussion item only.

# Multi-Family Energy Efficiency Program



## SAVE MONEY BY SAVING ENERGY

For details or to see if your property is a good fit:

[www.mceCleanEnergy.com/ee](http://www.mceCleanEnergy.com/ee)

# Multi-Family Energy Efficiency Program Offerings:



No cost initial property  
evaluation for program fit



No cost energy assessment



No cost analysis of results &  
development of scope of work



Rebates, incentives, & low cost  
financing options

## DOES YOUR PROPERTY QUALIFY?

To find out:

### 1 Fill Out The Questionnaire

With step-by-step guidance online

[www.mceCleanEnergy.com/ee](http://www.mceCleanEnergy.com/ee)

### 2 Call Us

We'd be happy to walk you through it!

**415-913-0427**





781 Lincoln Avenue  
Suite 320  
San Rafael, CA 94901  
[mceCleanEnergy.com](http://mceCleanEnergy.com)

[Name]  
[Address Line 1]  
[Address Line 2]

[Insert Date]

Dear [Name of Property Owner],

MCE is pleased to inform you that we have launched a new and innovative Multi-Family Energy Efficiency Program in Marin! Our program is designed for property owners to make long-term investments in their properties and the environment by supporting deeper energy efficiency measures such as:

- Air Sealing and Insulation
- Replacing Outdated Boilers and/or Furnaces
- Updating the HVAC System
- Upgrading Lighting Fixtures and Systems
- Purchasing Energy Efficiency Appliances

As part of this program, MCE is offering free energy assessments to help multi-family property owners identify ways to save money on their utility bills. We can also help connect property owners with rebates and financing options to fund retrofits and upgrades.

We are contacting you today because we believe there are opportunities at your property located at [Insert Address Line 1] to reduce your energy bill.

For more information about MCE's Multi-Family Energy Efficiency Program visit [www.mceCleanEnergy.com/ee](http://www.mceCleanEnergy.com/ee) or call us at (415) 464-6033.

Sincerely,

Meaghan Doran



## MULTI-FAMILY ENERGY EFFICIENCY PROGRAM STATEMENT OF COMPLETION

### CUSTOMER/OWNER INFORMATION

\_\_\_\_\_  
Name of Property Owner

\_\_\_\_\_  
Property address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Organization name

\_\_\_\_\_  
Owner phone

\_\_\_\_\_  
Owner email

### CONTRACTOR INFORMATION

\_\_\_\_\_  
Contractor name

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Contractor phone

\_\_\_\_\_  
Contractor email

### INCENTIVE DISBURSEMENT

Please send the final incentive payment to:

\_\_\_\_\_  
Recipient name

Entity receiving incentive (check one):

☐

Owner

☐

Contractor

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

### STATEMENT OF COMPLETION

By signing below, both the owner and contractor certify that all of the work in the attached proposal has been completed to program standards and is covered by a one-year warranty on all parts and labor effective as of the date listed below. The owner and contractor are in agreement that the final incentive payment should be sent to the recipient and location listed above.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

Contractor's One-Year Warranty Effective Date: \_\_\_\_\_

☐ Check here to confirm attachment of final Contractor's Work Order, Purchase Order, or Contract



## MULTI-FAMILY ENERGY EFFICIENCY PROGRAM STATEMENT OF COMPLETION

### ELIGIBILITY REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **ELIGIBILITY:** The Marin Energy Authority's (MEA) Multi-family Energy Efficiency Program (MFEED) offers free energy surveys, technical assistance, and financial incentives for efficiency measures to customers who are property owners or managers (customers) of multi-family residences. Customers must receive Marin Clean Energy and / or Pacific Gas and Electric gas and/or electric delivery service to be eligible. Incentives are available to customers for the purchase and installation of energy efficiency measures at the location where the qualifying project is to be installed. MEA will not offer financial incentives and/or rebates to those customers who have received financial incentives or rebates for the same eligible measure from the Pacific Gas and Electric Company, the BayREN, or any other ratepayer funded energy efficiency program. Signature on this form counts as affirmation that no other financial incentives have been applied for or collected for the same eligible measures included in this Scope of Work (SOW).
2. **QUALIFYING PROJECTS AND MEASURES:** Qualifying projects include electric or gas energy efficiency measures identified as eligible for incentives by MEA's implementation contractor based on an energy survey of the building. Qualifying projects do not include any electric or gas energy efficiency measures or energy efficiency equipment or services purchased, contracted for, or installed prior to the program start date.
3. **OWNER APPLICATION/PARTICIPATION AGREEMENT:** By signing this Participation Agreement to access the building's energy usage for the previous 12-24 months, customer authorizes MEA's technical implementation contractor to enter this building for the purposes of conducting an energy survey of the building's common area and individual units, installing MFEED measures in individual units, installing any energy efficiency measures subsequently agreed to in a Scope of Work, inspecting installed measures and evaluating the performance of installed measures.
4. Residents of individual dwelling units in an eligible building for which a Participation Agreement has been signed by the building owner (or management company) are eligible to receive certain directly installed efficiency measures, including but not limited to compact fluorescent (CFL) or light-emitting diode (LED) bulbs, faucet and showerhead installation, pipe insulation, and light weatherization measures.
5. **INCENTIVE AMOUNTS:** The amounts of the incentives for which qualifying projects are eligible are set forth in the audit report provided to the customer.
6. **CUSTOMER WORK AUTHORIZATION AND PROJECT WORK PLAN:** MEA and/or MEA's implementation contractor will meet with the customer to discuss individual building objectives, provide information on alternatives, discuss process and create a work project and schedule. MEA and/or MEA's implementation contractor may select and provide one or more approved installation subcontractors to complete the measure installation work, or the customer may select one or more contractors so long as the customer is willing to procure a signed form from the contractor expressing intent to incorporate with the quality assurance and quality control provisions of the MFEED. MEA's technical implementation contractor will schedule and/or monitor the required installation services.
7. **IMPLEMENTATION OF WORK AND PAYMENT OF INCENTIVES:** The customer must pay its share of the cost for each measure to be installed pursuant to the Scope of Work not later than the completion of installation of that measure. When MEA's technical implementation contractor confirms that installation of a specific measure is satisfactorily completed, MEA will arrange for payment of the incentive for that measure to the customer or, if authorized to do so by the building owner, directly to the installation contractor for that measure. MEA's quality assurance and/or quality control inspectors and/or MEA, in their sole discretion, may schedule and conduct a post-installation inspection to ensure satisfactory measure installation. Incentive checks will be sent after MEA's technical implementation contractor confirms satisfactory installation.
8. **CUSTOMER INFORMATION:** Customer agrees that MEA may provide customer information including customer name, account number, electric and/or gas consumption data and electric and/or gas energy savings to a third party evaluation contractor selected by the California Public Utilities Commission (CPUC) Energy Division or by Pacific Gas and Electric for program evaluation purposes. The evaluation contractor will keep customer information confidential. Customer information may also be provided to the California Public Utilities Commission. Any customer information provided to the CPUC will be aggregated with information about other customers and not personally identifiable.
9. **TAX LIABILITY AND CREDITS:** MEA is not responsible for any taxes which may be imposed on the customer as a result of measures installed under this program.
10. **DISPUTES:** MEA will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.
11. **PROGRAM CHANGES:** MEA reserves the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. MEA will honor all written commitments made in Scope of Work provided to customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the time specified in the Scope of Work.
12. **PROGRAM EXPIRATION:** This program will expire upon the earliest to occur: (i) December 31, 2014, (ii) when funds are depleted, or (iii) when the program is terminated.
13. **DISCLAIMER:** MEA makes no representations or warranties, expressed or implied, and does not guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to this program will result in energy cost savings.
14. **INSTALLATION REQUIREMENTS:** All work must be in full compliance with the requirements of applicable laws, rules and regulations of authorities having governmental and regulatory jurisdiction. Additionally, work performed pursuant to this program must be overseen by AEA or other contractor identified by MEA. In the removal of old equipment the applicant confirms that as a requirement of the program, the owner or any subcontractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations.



Multi-Family Energy Efficiency Program  
MULTI-FAMILY PORTFOLIO APPLICATION/ PARTICIPATION AGREEMENT

Owner or Management Company Name:							
Mailing Address:					E-mail		
Phone Number:					Fax:		
Property Name	Property Address	Zip Code	Number of Units	PG&E Common Area Electric Account Number	PG&E Common Area Gas Account Number	Bldg Specific Contact Person	Bldg Specific Contact Phone Number

Please attach additional pages of building addresses and information if necessary.

Customer Signature \_\_\_\_\_ Date: \_\_\_\_\_

MCE Program Contact Signature \_\_\_\_\_ Date: \_\_\_\_\_



## Multi-Family Energy Efficiency Program MULTI-FAMILY PORTFOLIO APPLICATION/ PARTICIPATION AGREEMENT

### ELIGIBILITY REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **ELIGIBILITY:** The Marin Energy Authority's (MEA) Multi-family Energy Efficiency Program (MFEEP) offers free energy surveys, technical assistance, and financial incentives for efficiency measures to customers who are property owners or managers (customers) of multi-family residences. Customers must receive Marin Clean Energy and / or Pacific Gas and Electric gas and/or electric delivery service to be eligible. Incentives are available to customers for the purchase and installation of energy efficiency measures at the location where the qualifying project is to be installed. MEA will not offer financial incentives and/or rebates to those customers who have received financial incentives or rebates for the same eligible measure from the Pacific Gas and Electric Company, the BayREN, or any other ratepayer funded energy efficiency program. Signature on this form counts as affirmation that no other financial incentives have been applied for or collected for the same eligible measures included in this Scope of Work (SOW).
2. **QUALIFYING PROJECTS AND MEASURES:** Qualifying projects include electric or gas energy efficiency measures identified as eligible for incentives by MEA's implementation contractor based on an energy survey of the building. Qualifying projects do not include any electric or gas energy efficiency measures or energy efficiency equipment or services purchased, contracted for, or installed prior to the program start date.
3. **OWNER APPLICATION/PARTICIPATION AGREEMENT:** By signing this Participation Agreement to access the building's energy usage for the previous 12-24 months, customer authorizes MEA's technical implementation contractor to enter this building for the purposes of conducting an energy survey of the building's common area and individual units, installing MFEEP measures in individual units, installing any energy efficiency measures subsequently agreed to in a Scope of Work, inspecting installed measures and evaluating the performance of installed measures.
4. Residents of individual dwelling units in an eligible building for which a Participation Agreement has been signed by the building owner (or management company) are eligible to receive certain directly installed efficiency measures, including but not limited to compact fluorescent (CFL) or light-emitting diode (LED) bulbs, faucet and showerhead installation, pipe insulation, and light weatherization measures.
5. **INCENTIVE AMOUNTS:** The amounts of the incentives for which qualifying projects are eligible are set forth in the audit report provided to the customer.
6. **CUSTOMER WORK AUTHORIZATION AND PROJECT WORK PLAN:** MEA and/or MEA's implementation contractor will meet with the customer to discuss individual building objectives, provide information on alternatives, discuss process and create a work project and schedule. MEA and/or MEA's implementation contractor may select and provide one or more approved installation subcontractors to complete the measure installation work, or the customer may select one or more contractors so long as the customer is willing to procure a signed form from the contractor expressing intent to cooperate with the quality assurance and quality control provisions of the MFEEP. MEA's technical implementation contractor will schedule and/or monitor the required installation services.
7. **IMPLEMENTATION OF WORK AND PAYMENT OF INCENTIVES:** The customer must pay its share of the cost for each measure to be installed pursuant to the Scope of Work not later than the completion of installation of that measure. When MEA's technical implementation contractor confirms that installation of a specific measure is satisfactorily completed, MEA will arrange for payment of the incentive for that measure to the customer or, if authorized to do so by the building owner, directly to the installation contractor for that measure. MEA's quality assurance and/or quality control inspectors and/or MEA, in their sole discretion, may schedule and conduct a post-installation inspection to ensure satisfactory measure installation. Incentive checks will be sent after MEA's technical implementation contractor confirms satisfactory installation.
8. **CUSTOMER INFORMATION:** Customer agrees that MEA may provide customer information including customer name, account number, electric and/or gas consumption data and electric and/or gas energy savings to a third party evaluation contractor selected by the California Public Utilities Commission (CPUC) Energy Division or by Pacific Gas and Electric for program evaluation purposes. The evaluation contractor will keep customer information confidential. Customer information may also be provided to the California Public Utilities Commission. Any customer information provided to the CPUC will be aggregated with information about other customers and not personally identifiable.
9. **TAX LIABILITY and CREDITS:** MEA is not responsible for any taxes which may be imposed on the customer as a result of measures installed under this program.
10. **DISPUTES:** MEA will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.
11. **PROGRAM CHANGES:** MEA reserves the right to change, modify, or terminate this program at any time without any liability except as expressly stated herein. MEA will honor all written commitments made in Scope of Work provided to customers prior to the date of any change, modification or termination of this program, provided that project installations are fully completed within the time specified in the Scope of Work.
12. **PROGRAM EXPIRATION:** This program will expire upon the earliest to occur: (i) December 31, 2014, (ii) when funds are depleted, or (iii) when the program is terminated.
13. **DISCLAIMER:** MEA makes no representations or warranties, expressed or implied, and does not guarantee that implementation of energy-efficiency measures or use of the equipment purchased or installed pursuant to this program will result in energy cost savings.
14. **INSTALLATION REQUIREMENTS:** All work must be in full compliance with the requirements of applicable laws, rules and regulations of authorities having governmental and regulatory jurisdiction. Additionally, work performed pursuant to this program must be overseen by AEA or other contractor identified by MEA. In the removal of old equipment the applicant confirms that as a requirement of the program, the owner or any subcontractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations.





**Multi-Family Energy Efficiency Program**  
OWNER'S AGREEMENT TO IMPLEMENT THE BUILDING SCOPE OF WORK

PROJECT #:

CUSTOMER NAME

ADDRESS

PG&E COMMON AREA ELECTRIC ACCOUNT NUMBER

CITY

STATE

ZIP CODE

PG&E COMMON AREA GAS ACCOUNT NUMBER

DATE PRESENTED TO OWNER

List of Eligible Measures to Receive Incentives					
Measure	Annual Energy Savings (kWh)	Annual Energy Savings (therms)	Estimated First Year Energy Cost Savings <sup>1</sup>	Incentive Amount	Owner Initials Here to Confirm Intention to Proceed with Measure

1. Based on average customer utility costs.

I, the owner of this building agree to implement each measure which is initialed above, and I hereby accept the Terms and Conditions.

CUSTOMER SIGNATURE

DATE

MCE PROGRAM CONTACT SIGNATURE

DATE



## Multi-Family Energy Efficiency Program

### OWNER'S AGREEMENT TO IMPLEMENT THE BUILDING SCOPE OF WORK

#### ELIGIBILITY REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **ELIGIBILITY:** The Marin Energy Authority's (MEA) Multi-family Energy Efficiency Program (MFEED) offers free energy surveys, technical assistance, and financial incentives for efficiency measures to customers who are property owners or managers (customers) of multi-family residences. Customers must receive Marin Clean Energy and / or Pacific Gas and Electric gas and/or electric delivery service to be eligible. Incentives are available to customers for the purchase and installation of energy efficiency measures at the location where the qualifying project is to be installed. MEA will not offer financial incentives and/or rebates to those customers who have received financial incentives or rebates for the same eligible measure from the Pacific Gas and Electric Company, the BayREN, or any other ratepayer funded energy efficiency program. Signature on this form counts as affirmation that no other financial incentives have been applied for or collected for the same eligible measures included in this Scope of Work (SOW).
2. **QUALIFYING PROJECTS AND MEASURES:** Qualifying projects include electric or gas energy efficiency measures identified as eligible for incentives by MEA's implementation contractor based on an energy survey of the building. Qualifying projects do not include any electric or gas energy efficiency measures or energy efficiency equipment or services purchased, contracted for, or installed prior to the program start date.
3. **OWNER APPLICATION/PARTICIPATION AGREEMENT:** By signing this Participation Agreement to access the building's energy usage for the previous 12-24 months, customer authorizes MEA's technical implementation contractor to enter this building for the purposes of conducting an energy survey of the building's common area and individual units, installing MFEED measures in individual units, installing any energy efficiency measures subsequently agreed to in a Scope of Work, inspecting installed measures and evaluating the performance of installed measures.
4. Residents of individual dwelling units in an eligible building for which a Participation Agreement has been signed by the building owner (or management company) are eligible to receive certain directly installed efficiency measures, including but not limited to compact fluorescent (CFL) or light-emitting diode (LED) bulbs, faucet and showerhead installation, pipe insulation, and light weatherization measures.
5. **INCENTIVE AMOUNTS:** The amounts of the incentives for which qualifying projects are eligible are set forth in the audit report provided to the customer.
6. **CUSTOMER WORK AUTHORIZATION AND PROJECT WORK PLAN:** MEA and/or MEA's implementation contractor will meet with the customer to discuss individual building objectives, provide information on alternatives, discuss process and create a work project and schedule. MEA and/or MEA's implementation contractor may select and provide one or more approved installation subcontractors to complete the measure installation work, or the customer may select one or more contractors so long as the customer is willing to procure a signed form from the contractor expressing intent to incorporate with the quality assurance and quality control provisions of the MFEED. MEA's technical implementation contractor will schedule and/or monitor the required installation services.
7. **IMPLEMENTATION OF WORK AND PAYMENT OF INCENTIVES:** The customer must pay its share of the cost for each measure to be installed pursuant to the Scope of Work not later than the completion of installation of that measure. When MEA's technical implementation contractor confirms that installation of a specific measure is satisfactorily completed, MEA will arrange for payment of the incentive for that measure to the customer or, if authorized to do so by the building owner, directly to the installation contractor for that measure. MEA's quality assurance and/or quality control inspectors and/or MEA, in their sole discretion, may schedule and conduct a post-installation inspection to ensure satisfactory measure installation. Incentive checks will be sent after MEA's technical implementation contractor confirms satisfactory installation.
8. **CUSTOMER INFORMATION:** Customer agrees that MEA may provide customer information including customer name, account number, electric and/or gas consumption data and electric and/or gas energy savings to a third party evaluation contractor selected by the California Public Utilities Commission (CPUC) Energy Division or by Pacific Gas and Electric for program evaluation purposes. The evaluation contractor will keep customer information confidential. Customer information may also be provided to the California Public Utilities Commission. Any customer information provided to the CPUC will be aggregated with information about other customers and not personally identifiable.
9. **TAX LIABILITY and CREDITS:** MEA is not responsible for any taxes which may be imposed on the customer as a result of measures installed under this program.
10. **DISPUTES:** MEA will have sole discretion to decide on the final resolution of any issues including but not limited to eligibility or incentives.
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14. **INSTALLATION REQUIREMENTS:** All work must be in full compliance with the requirements of applicable laws, rules and regulations of authorities having governmental and regulatory jurisdiction. Additionally, work performed pursuant to this program must be overseen by AEA or other contractor identified by MEA. In the removal of old equipment the applicant confirms that as a requirement of the program, the owner or any subcontractor carrying out installation of measures under this program shall remove and dispose of any and all equipment or materials that are replaced or removed in accordance with all applicable laws, rules and regulations.



April 4, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Consideration of First Agreement with RichmondBUILD (Agenda Item #10)

ATTACHMENT: A. Proposed First Agreement between MEA and the City of Richmond Employment and Training Department  
B. RichmondBUILD Program Brochure  
C. RichmondBUILD Green Track Model Sample Program Schedule  
D. RichmondBUILD EPA Brownfield Program Case Study  
E. Resumes from Key RichmondBUILD Team Members

Dear Board Members:

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**SUMMARY:**

The proposed contract with the City of Richmond Employment and Training Department would provide support for the successful RichmondBUILD training program, providing trained employees to contribute to the emerging green workforce.

Background

In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan. To allow for fulfillment of this plan, MEA requested and received approximately \$330,000 in funding from the California Public Utilities Commission (CPUC) for the 2012 program cycle, focusing efforts specifically on multi-family programs. In July of 2012, MEA submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

- Multi-family
- Small commercial
- Single family utility demand reduction pilot program and
- Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9<sup>th</sup> of November, 2012, allocating over \$4 million to MEA for the implementation of energy efficiency programs.

As a key component of the Marin Energy Authority mission is to support local economies and workforce benefits, the energy efficiency plan was developed with local job creation in mind. Funding was set aside in both the 2012 and the 2013-2014 program budgets to support these important training and job creation efforts.

In February of 2013, your Board approved a contract with the Marin City Community Development Corporation, ensuring that local underserved workers staff the direct install jobs created through this program. In March of 2013, your Board approved a contract with Rising Sun Energy Services to support the California Youth Energy Services program, providing important opportunities for youth in underserved communities to gain hands on experience with energy efficiency measures.

The proposed contract with RichmondBUILD would enhance these workforce development efforts by supporting a strong and successful workforce program in Marin Energy Authority's newest member city. The RichmondBUILD program focuses on providing comprehensive training and development for out of work residents. This program not only builds the important skills to ensure success across a wide range of skill sets, but offers placement services and on-going follow up with program participants to achieve high levels of job placement. The RichmondBUILD program is also a certified pre-apprenticeship program, helping to link emerging job graduates with union apprenticeship programs for lasting employment opportunities.

The proposed agreement with RichmondBUILD would support 12 weeks of training in fundamental skills of the construction industry, and includes measurable requirements that insure the success of the program. Specifically, the scope commits to placing 85% of program graduates in jobs within one year of participating in the program. The program also seeks to place 33% of program graduates in labor union apprenticeship programs within one year of completion. RichmondBUILD offers a minimum 6 month follow up to monitor their training graduates and ensure the jobs are maintained.

The requested contract amount of \$45,000 represents 15% of the education and training budget, and 1.1% of the total energy efficiency program budget. This proposed agreement would be funded from both the multifamily and the small commercial program budgets and would be funded completely from the energy efficiency program funds allocated by the CPUC.

**Recommendation:** Authorize staff to finalize and execute the First Agreement with RichmondBUILD to provide training and workforce development support services for the energy efficiency program.

**MARIN ENERGY AUTHORITY  
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT  
BY AND BETWEEN  
MARIN ENERGY AUTHORITY AND RICHMONDBUILD**

**THIS FIRST AGREEMENT** ("Agreement") is made and entered into this day **April 4, 2013** by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and the **City of Richmond Employment and Training Department**, hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, MEA desires to retain a person or firm to provide the following services: Contractor will provide recruitment, skills training, job placement and outreach for the MEA energy efficiency program.

**WHEREAS**, Contractor warrants that it is qualified and competent to render the aforesaid services;

**NOW, THEREFORE**, for and in consideration of the agreement made, and the payments to be made by MEA, the parties agree to the following:

**1. SCOPE OF SERVICES:**

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

**2. FURNISHED SERVICES:**

The MEA agrees to make available all pertinent data and records for review, subject to MEA Policy 001 - Confidentiality.

**3. FEES AND PAYMENT SCHEDULE:**

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide MEA with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor shall invoice MEA within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

**4. MAXIMUM COST TO MEA:**

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$45,000**.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **April 4, 2013**, and shall terminate on **April 4, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 16 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, MEA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

**6.1 WORKERS COMPENSATION INSURANCE**

Richmond shall maintain Workers' Compensation coverage, for all its employees. Richmond represents that it is a legally self-insured public entity and maintains a self-insured retention of seven hundred fifty thousand dollars (\$750,000) with excess coverage through participation in the California State Association of Counties - Excess Insurance Authority (CSAC-EIA). Richmond shall provide a certificate of self-insurance to MEA.

## **6.2 GENERAL AND AUTO LIABILITY INSURANCE**

[RICHMOND TO CLARIFY THIS PARAGRAPH – WHAT IS BEING REFERENCED FOR GENERAL LIABILITY AND WHAT IS BEING REFERENCED FOR AUTO LIABILITY. CERTIFICATES OF SELF INSURANCE TO BE PROVIDED FOR BOTH.]

Richmond shall maintain general liability and auto liability coverages at all times. Richmond represents that it is a legally self-insured public entity and maintains a self-insured retention of five hundred thousand dollars (\$500,000) per occurrence with excess liability coverage provided through participation in the California Joint Powers Risk Management Authority (CJPRMA). Richmond shall obtain and keep in full force and effect during the term of this Agreement Commercial General Liability insurance an amount of no less than \$1,000,000 per occurrence. Richmond shall provide a certificate of self-insurance to MEA for (i) general liability insurance and (ii) auto liability insurance as specified in this subparagraph.

## **7. NONDISCRIMINATORY EMPLOYMENT:**

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

## **8. SUBCONTRACTING:**

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the MEA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the MEA evidence of same.

## **9. ASSIGNMENT:**

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the MEA.

## **10. RETENTION OF RECORDS AND AUDIT PROVISION:**

Contractor and any subcontractors authorized by the terms of this Contract shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Contract. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MEA shall have the right, during regular business hours, to review and audit all records relating to this Contract during the Contract period and for at least five (5) years from the date of the completion or termination of this Contract. Any review or audit may be conducted on Contractor's premises or, at MEA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MEA. Contractor shall refund any monies erroneously charged.

## **11. WORK PRODUCT:**

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MEA upon payment to Contractor for such work. The MEA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at the MEA's expense, provide such reports, plans, studies, documents and writings to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

## **12. TERMINATION:**

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the MEA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

## **13. AMENDMENT:**

This Contract may be amended or modified only by written agreement of all parties.

**14. ASSIGNMENT OF PERSONNEL:**

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MEA, as is evidenced in writing.

**15. JURISDICTION AND VENUE:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

**16. INDEMNIFICATION:**

Contractor agrees to indemnify, defend, and hold MEA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract..

**17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:**

MEA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MEA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MEA's constituent members in connection with this Agreement.

**18. COMPLIANCE WITH APPLICABLE LAWS:**

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 19. NOTICES below.

**19. NOTICES**

This Contract shall be managed and administered on MEA's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to MEA at the following location:

Contract Manager:	Beckie Menten
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6034

Notices shall be given to Contractor at the following address:

Contractor:	City of Richmond – Employment & Training Department
Address:	330 25 <sup>th</sup> Street
	Richmond, CA 94804
Telephone No.:	(510) 307-8009

**20. ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

**APPROVED BY**

**Marin Energy Authority:**

**CONTRACTOR:**

\_\_\_\_\_  
Dawn Weisz, Executive Officer  
Marin Energy Authority

Date:\_\_\_\_\_

\_\_\_\_\_  
Bill Lindsay, City Manager  
City of Richmond

Date:\_\_\_\_\_

\_\_\_\_\_  
Damon Connolly, Chairman  
Marin Energy Authority

Date:\_\_\_\_\_

\_\_\_\_\_  
Sal Vaca, Employment & Training Director  
City of Richmond

Date:\_\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Richmond

Date:\_\_\_\_\_

=====

**MEA COUNSEL REVIEW AND APPROVAL *(Only required if any of the noted reason(s) applies)***

**REASON(S) REVIEW:**

- ☒ **Standard Short Form Content Has Been Modified**  
☐ **Optional Review by MEA Counsel at Marin Energy Authority's Request**

**MEA Counsel:** \_\_\_\_\_  
Elizabeth Kelly, Legal Director

**Date:**\_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF SERVICES (required)**

#### **Scope of Work**

##### **1. Recruitment**

The RichmondBUILD program will use the existing outreach strategy for the RichmondBUILD program, which currently attracts three applicants for every one enrolled participant, from among women, people of color and historically disadvantaged individuals in the community. Recruitment will be limited to residents of Richmond and San Pablo.

##### **2. Skills Training**

Participants will receive twelve (12) weeks (totaling 330+ hours) of construction skills training utilizing a curriculum developed by RichmondBUILD, a nationally recognized pre-apprenticeship training program, in partnership with the Carpenters Local 152 and Laborers Local 324. This curriculum has been honed over the past five years in order to prepare RichmondBUILD graduates for long-term careers in construction reaching journeyman level with living wages. The curriculum has approval from the Carpenters Joint Action Training Committee allowing program graduates direct-entry into formal carpentry apprenticeships with paid work experience.

The first nine (9) weeks of RichmondBUILD's curriculum focus on generalized construction safety and basic skills training including: use of tools, measurements, reading work plans, terminology, and framing. The final three (3) weeks of professional training will be dedicated to: weatherization, green building and building performance. Instruction will cover areas such as quality insulation installation techniques, blower door and duct blaster diagnostics, lighting upgrades and natural gas appliance testing.

In addition to the classroom, hands-on and in the field training, the Lead Instructor will be obligated to be available for an hour each day after class for additional student support. The Lead Instructor for the green building module will be a contractor selected through a competitive process in accordance with City of Richmond policy.

##### **3. Numeracy and Literacy Training**

Numeracy and literacy training are key components of the program, in that union representatives have continually emphasized the importance of basic skills for individuals who are interested in entering apprenticeships. This training will be offered for one hour each morning through RichmondBUILD in a construction contextualized setting and will emphasize energy efficiency metrics.

##### **4. Job Placement**

The proposed program will work with small and large employers in the construction industry to identify and place graduates in jobs. In particular, the program will collaborate and prioritize contractors working directly on MEA energy efficiency programs.

**5. Outreach**

As indicated above, outreach will follow the extremely successful strategy already employed by RichmondBUILD, which has resulted in a far greater number of women, people of color and historically disadvantaged applicants to the program than there are positions available.

**6. Transportation to Work Sites**

For those who require it, the RichmondBUILD will provide financial assistance to participants who need help obtaining transportation to their work site.

**7. Post-graduation Follow-up**

The RichmondBUILD program will provide a twelve (12) month period of follow-up for graduates of the program by case managers to identify needed job-related supports, and to link participants to other supportive services.

**8. Job-site Mentoring**

Job-site mentoring will enable participants to receive coaching and support that is directly connected to the real issues and activities that happen at the workplace. This will be provided by program case managers as they make regular visits to participant work sites.

**9. Pre-employment Assessment**

All participants will receive a pre-employment assessment to determine job readiness and areas of particular strength and weakness. The program case manager will work with participants following their assessment to identify interventions that can address areas where they have challenges.

**10. Pre-and Post-employment Counseling**

Pre and post-employment counseling will be provided to all program participants to help them prepare to enter the green building industry. This component of the program is designed to address challenges faced by participants such as effective communication with employers and problem solving.

**Evaluation and Monitoring Plan**

**1. Type of Information to be Collected**

The RichmondBUILD program will collect the following data: Number of enrollments, number and percentage of completions, number and percentage who qualify for and enter apprenticeship, number and percentage who obtain unsubsidized employment in green jobs, number and percentage who retain employment for six months.

**2. Frequency at Which the Information Will be Collected**

Information on participants will be collected and reported to MEA on a monthly basis.

## Project Personnel

### 1. Project Administrator

The Project Administrator, Sal Vaca, serves as the Director of Employment and Training for the City of Richmond and the Executive Director of the Richmond Workforce Investment Board. He oversees 17 employment and training programs for the City of Richmond including the nationally recognized Richmond BUILD Academy, and has over 25 years of experience in managing employment and training programs.

### 2. Project Personnel

The following are key project personnel and their assigned duties.

**Nicholas Alexander:** Training Manager & Job Developer shall oversee implementation of training curriculum and provide job placement assistance to all program participants to ensure successful performance and outcomes.

**Candra Muhammad:** Case Manager & Follow-Up Specialist shall provide case management and follow up services for program participants to help address barriers and assist with transitioning into the workforce.

**Santiago Bernal:** Lead Construction Skills Instructor shall provide basic construction safety and carpentry skills training.

**Rosa Lara:** Outreach Specialist- conduct targeted outreach and recruitment to people of color, women, and historically disadvantaged populations, provide program orientations, testing, and career exploration assessments.

## **EXHIBIT B FEES AND PAYMENT SCHEDULE (required)**

### **Budget**

The proposed budget would allow RichmondBUILD to train 20 individuals over a twelve week period (as soon as April 29 – July 19, 2013), then provide additional services such as job placement assistance for the following twelve months. Invoices will be submitted monthly and all costs will be paid on a reimbursement basis unless approved by contract manager.

#### **Personnel/Staff**

**Subtotal = \$29,000**

Training Manager/Job Developer (0.20 FTE x \$70,000) = \$14,000  
Case Manager/Follow-up Specialist (0.25 FTE x \$60,000) = \$15,000  
Carpentry Instructor (in-kind)  
Outreach Specialist (in-kind)

#### **Training Equipment**

**All equipment is provided in-kind.**

(Value of contribution exceeds \$100,000 and includes: 1,100 sq.ft., 2-bedroom mock house w/attic and crawlspace for hands-on training, insulation hopper/blower, insulation vacuum, 3 furnaces, 3 blower doors, duct blaster, infrared camera, water heater, gas stove, flat screen classroom display, instructional videos, power drills, skill saws, saw-zall, table saw, nail gun, compressor, foam guns, caulk guns, head lamps)

#### **Supplies**

**Subtotal = \$4,000**

The project budget includes the amount of \$4,000 for supplies. These funds will be used to purchase consumable training supplies such as batt insulation, insulating foam, rigid/flexible ducts, duct foil tape, utility knives, saw blades, Tyvek suits, work gloves, eye protection, respirators, hard hats and office supplies.

#### **Contractual**

**Subtotal = \$8,000**

Contractual costs are \$8,000 to be paid to the Lead Instructor for three weeks (80+ hours) of professional training in green building. This portion of training will supplement the leveraged 250 hours of RichmondBUILD pre-apprenticeship construction skills training.

#### **Supportive Services**

**Subtotal = \$4,000**

A total of \$4,000 (\$200 per participant) will cover supportive services, such as tool sets for new hires (e.g. tool belt, tape measure, screwdrivers, hammer, utility knife), union initiation fees, and/or transportation assistance.

#### **Leveraged Costs**

Indirect costs for RichmondBUILD include rent, facilities, utilities, maintenance, insurance, IT and administrative support. These overhead costs will be leveraged for the purposes of this program.

**Total Budget = \$45,000**

# RichmondBUILD Partners— The Foundation for Success

**RichmondBUILD's** partners include public and private organizations that make significant investments toward preparing the next generation of construction workers and green-collar workers to enter these industries.

## **Build It Green**

**CA Department of Labor & Workforce Development Agency**

**CA Employment Training Panel**

**CA Energy Commission**

**Carpenters Training Committee of Northern California**

**Chevron**

**City of Richmond Public Works**

**Contra Costa Building Trades Council**

**Contra Costa College**

**East Bay Academy for Young Scientists**

**Environmental Protection Agency (EPA)**

**Green Industry Employers**

**GRID Alternatives**

**Hispanic Green Education**

**Home Depot**

**Literacy for Every Adult Program (LEAP)**

**PG&E**

**Richmond Housing Authority**

**Richmond Redevelopment Agency & Housing Department**

**Richmond Workforce Investment Board**

**Rising Sun Energy Center**

**Solar Richmond**

**UC Berkeley Lawrence Hall of Science**

**US Department of Labor**

**WCC Adult Education**

**For more information, contact:**

**RichmondWORKS**

**330 25th Street**

**Richmond, CA 94804**

**510-307-8014**

## **CITY OF RICHMOND**

**Sal Vaca**

Director  
Employment & Training  
RichmondWORKS

**Fred Lucero**

Project Manager  
RichmondBUILD

RichmondBUILD I  
Core Pre-Apprentice  
Skills Program  
360 South 27th Street

RichmondBUILD II  
YouthBUILD  
636 Spring Street

Richmond BUILD III  
Green Careers Academy  
& Visitors Center  
500 23rd Street



# RichmondBUILD Green Careers Academy





# RichmondBUILD— Individual Opportunity and Community Renewal



**Sal Vaca**  
Director  
Employment & Training,  
City of Richmond

*“RichmondBUILD has developed into a world-class green careers training program that is preparing a skilled workforce for the clean and green technology industry.”*

—Sal Vaca  
Director of  
Employment  
& Training,  
City of Richmond

Like many urban communities, the City of Richmond faces the challenges of high unemployment and under-served populations. RichmondBUILD has met these challenges head-on.

In April 2007, it launched RichmondBUILD, a public-private partnership focused on developing talent and skills in the high-growth, high-wage construction and renewable energy fields.

RichmondBUILD has become the model for effective public-private partnership. Its partners are steadfastly committed to the program and contribute in a variety of ways. For example, Solar Richmond and Rising Sun Energy Center contribute instructional components that educate participants in energy efficiency and water conservation, home performance testing, retrofitting, and solar installation.

Opportunity is what drives crime and violence from communities and spurs renewal. The RichmondBUILD Green Careers Academy creates career opportunities for Richmond residents through a sixteen-week intensive training program that includes classes in:

- Safety training
- Scaffolding
- Power tools
- Framing
- Sheet rock
- Roofing
- Green plumbing
- Green building
- Basic electrical
- Environmental literacy
- Energy efficiency
- Solar installation

## The Word Is Out

RichmondBUILD has received substantial national and international recognition as an exemplary green-collar job training program.

2010—Congressman George Miller and Assistant Secretary of Labor Jane Oates visit the RichmondBUILD Green Careers Academy. The event highlights the announcement of a new Bridges to Success grant awarded to RichmondBUILD’s summer youth employment program.

2010—Congressman John Garamendi visits RichmondBUILD, where he stresses the importance of programs that support the development of a sustainable economy.

2010—Missouri Congressman Emmanuel Cleaver II visits RichmondBUILD to glean innovative strategies to support his Green Impact Zone initiative for Kansas City, MO.

2009—RichmondBUILD is a semifinalist for the 2009 Harvard Innovations in American Government award.

2009—Senator Barbara Boxer presents the Conservation Champion Award to RichmondBUILD. The award recognizes individuals and organizations that work to promote a safe and healthy environment.

2008—RichmondBUILD receives the FBI Director’s Community Leadership Award, which honors individuals and organizations for their efforts in combating crime, terrorism, drugs, and violence in America. In addition, the Apollo Alliance and Green For All deemed the program a national “best practice” in Green For All’s publication, *Green-Collar Jobs in America’s Cities*.

*“We are thrilled to have RichmondBUILD graduates coming to work at Sun Light & Power. This is a program that has long been needed. We are happy to offer jobs to these graduates. They are very dedicated and have become solar advocates, now that they have gone through the RichmondBUILD Green Careers Academy.”*

—Gary Gerber  
President & CEO,  
Sun Light & Power



# RichmondBUILD— Green Careers Academy

## Serving the Underserved

**A**ll RichmondBUILD participants come from low-income households. Ninety-five percent are minorities, and over 30 percent have a history with the justice system. The program's reputation for placing graduates in well-paying jobs means over 350 residents compete for the 30 available seats in each class.

**Since its inception** in April 2007, over 350 participants have graduated from RichmondBUILD. The program places an impressive 90 percent of its graduates at an average starting wage of \$18.33 an hour. Thirty percent of placements are green-collar jobs, primarily with solar and energy efficiency companies. Seventy percent are in the construction and skilled trade jobs industries. The job retention rate for graduates is equally robust: 85 percent.

## Green Careers Academy Offerings

**The core RichmondBUILD program** includes building an 800-square-foot home incorporating construction skills and energy efficiency practices. Beyond the core RichmondBUILD program, the Green Careers Academy offers students the CRAFT and YouthBuild programs.

### Core RichmondBUILD Program

- Environmental Literacy
- Green Building
- Construction Skills
- Energy Efficiency
- Solar Installation & Technology
- Solar Thermal
- Scaffolding
- Concrete Forms

### CRAFT Program

A short, intensive training designed to upgrade skills of laid-off residential construction workers.

- Green Building
- Green Plumbing
- Energy Efficiency
- Electrical
- HAZMAT
- Lead Abatement
- Asbestos Abatement
- Vocational English as a Second Language (VESL)

### YouthBUILD Program

- GED Program at John Muir Charter School
- Mental Toughness
- Construction Skills Training
- Green Careers Training
- Offsite Construction Skills Training
- On-the-job Training

**To qualify** for RichmondBUILD, applicants must be Richmond residents, 18 years of age or older. They need to possess a:

- Resume
- High school diploma or GED
- Valid California driver's license
- Social Security card or right to work status

In addition, applicants are interviewed and must pass a drug test, as well as basic math and reading exams.

## From Classroom to Community

**Students participate** in a number of hands-on activities that utilize skills acquired in the classroom. They conduct home energy audits, which include testing for heating system leaks and checking insulation. They inspect under the house and in the attic, and make repairs.

In addition, they have the opportunity to work on two solar installations for low-income Richmond homeowners. These installations deliver a triple benefit: students experience effective, real-world training in solar installation, homeowners receive a solar system financed by a low-interest loan that immediately reduces their energy bills, and the planet benefits from a reduction in carbon emissions.



**Angela Greene**  
Cohort 1 graduate and  
RichmondBUILD case manager

*"RichmondBUILD has renewed my energy and made me the Angela Greene I am today. It's given me so many opportunities. I've worked in the industry as an installation coordinator and traveled the country speaking about the value of solar energy and green technologies. Now, I'm back at RichmondBUILD as a case manager. I would have never dreamed any of this on my first day of class!"*





## RichmondBUILD—Alumni Gallery

Our graduates all have unique stories to tell about their experiences in the RichmondBUILD program. Here's what three of them have to say.



### Sam

Cohort 10 graduate and Energy Conservation Options employee

*"Not only did I learn valuable work and soft skills at RichmondBUILD, the program gave me the opportunity to work at Energy Conservation Options, where I am expanding my knowledge while also learning about the social dimension of the green industry firsthand."*



### Lisa

Cohort 6 graduate and Chevron employee

*"The first day of class, I was a little skeptical, but now my dad calls me every night: 'You're a boiler maker, you weld—that's so cool!'"*



### Wayne

Cohort 5 graduate and Sun Light & Power employee

*"I'm doing something positive that has really changed my life around. A year or two years ago, you would have never thought this guy could do something like that. But now it's possible. I'm working hard, doing everything I have to do. I'm more determined. My mom said that I've changed."*

## Success Leads to Expansion

RichmondBUILD has continually expanded its offerings in construction skills, solar installation, energy efficiency, and green technology.

### RichmondBUILD Green Careers Academy & Visitors Center

**The Visitors Center**, located at the RichmondBUILD III training facility, showcases innovative solutions that help sustain the environment. At the Center, trend setting vendors can demonstrate eco-friendly products and services to businesses, residents, and students. The Visitors Center has proven to be a great educational and marketing venue.

### YouthBUILD

**Expansion** has directed more resources to YouthBUILD, a companion program to RichmondBUILD, which assists low-income young people ages 16–24 in transforming their lives and their roles in society. Program participants work toward their GEDs or high school diplomas, learn job skills, and serve their communities through building affordable housing.

### Summer Youth Program

**The Summer Youth Program** offers classes and hands-on experience in green careers. Environmental Literacy, Clean Energy Leadership, and the CA Youth Energy Services summer employment program are part of a specialty track in the RichmondBUILD curriculum.



RichmondBUILD II  
YouthBUILD



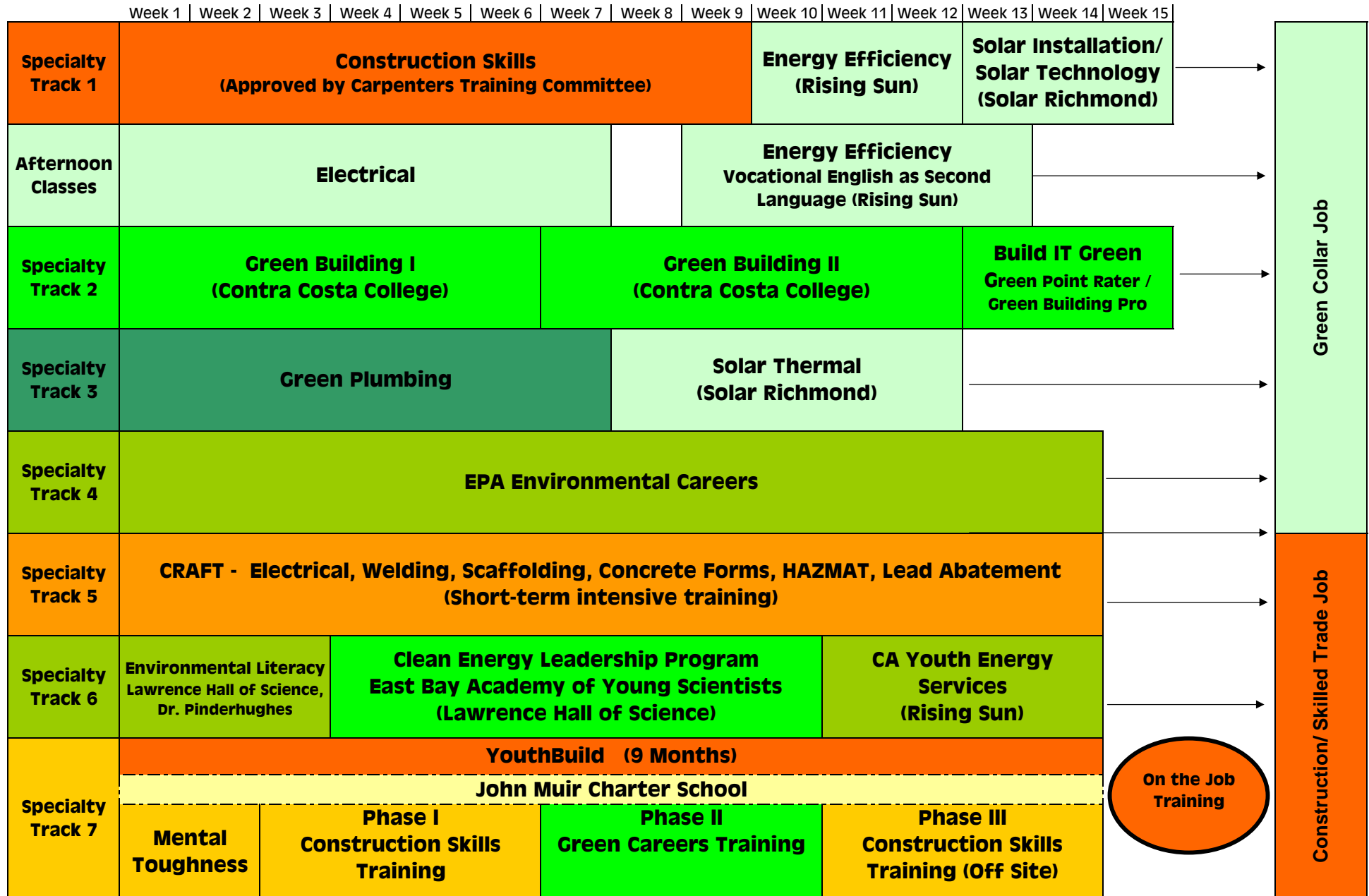
RichmondBUILD III  
Green Careers Academy  
& Visitors Center





# Richmond BUILD

## Pre-Apprenticeship Construction Skills and Green Jobs Training Academy





## EPA Region 9 Brownfields Program Success Stories RichmondBUILD · Richmond, CA



# RichmondBUILDs Hope and Community through Training and Sustainable Jobs

### Project Description

**Organization:** RichmondBUILD Green Careers Academy

**Project Manager:** Nicholas Alexander

### Project Partners

EPA, DOL, City of Richmond (*Public Works Department, Redevelopment Agency, Housing Authority*), Building Trades Council, The San Francisco Foundation, Chevron, PG&E, Other Partners

### Education-Specific Partners

Contra Costa College, Literacy for Every Adult (LEAP) program



*Students and instructors foster positive relationships working through classroom examples*

***“We have what we consider to be a world class training program providing quality training for the individual that positively impacts not only that individual, but also their family and the community.”***

—Sal Vaca, Director of the Employment and Training Department for the City of Richmond

### Area History

During World War Two, Richmond, California was a center for heavy industry and petrochemical production. Since then many of the industries have shut down leaving behind high unemployment and poverty rates. In addition, the shuttering of industry and manufacturing in the area has left Richmond with over 321 acres of brownfields. With vacant, idle properties and high unemployment and poverty levels, Richmond is also one of the most violent cities in California with 1,176 violent crimes reported in the FBI Uniform Crime Reports for 2010. RichmondBUILD was established in 2007 as a strategy for reducing violence in the community while also helping its citizens gain knowledge and training to reduce unemployment and environmental risks in their community. In 2009, the organization received a \$500,000 Job Training Brownfields grant from EPA to train area students in environmental jobs.

RichmondBUILD Facility Manager, Nicholas Alexander, noted that the city has faced a “severe impact from the economic recession and with an unemployment rate of nearly 19 percent, the implementation of a Hazardous Materials job training program through RichmondBUILD Green Careers Academy could not have been more timely.” He further discussed that in this very competitive labor market, RichmondBUILD has managed to train and place over 100 people in employment, and the average hourly salary of the graduates is \$21.26—surpassing the original

### Highlights

- Graduation Rate: 94%
- Employment Rate: 80% for entire program; 70% for hazardous waste students
- Average Hourly Rate: \$21.26
- Core curriculum: 40-hour Hazardous Waste Operations and Emergency Response; 32-hour Calif. Dept. of Public Health Lead Worker; 24-hour Asbestos Worker; Carpenter’s Pre-Apprenticeship (300 hrs)
- Degrees or certificates: 40hr Hazwoper (OSHA); 32hr Lead Worker (CDPH); 24hr Asbestos Worker (OSHA)

goal of \$20.00 per hour. Mr. Alexander stated that “[g]reen jobs involving the monitoring, transporting and cleanup of hazardous materials have been and will hopefully continue to be a tremendous source of opportunity in our community. RichmondBUILD’s strong partnership with EPA and the Richmond Redevelopment Agency has made it all possible.”

## Project Results

The program has a high graduation rate; over 130 students have enrolled in the program since 2007 with 122 of those graduating. The program has an 80 percent job placement rate. The students can earn between \$12–\$36 per hour working as hazardous waste removal workers, emergency response team workers, construction laborers, crime scene cleanup workers, and quality assurance/quality control (QA/QC) technicians, among others. To qualify, prospective students need to be Richmond residents, 18 years or older, have a right to work status, and be able to pass basic math, reading and fitness tests. RichmondBUILD takes a multifaceted approach in assisting students in job placement including: local hire ordinance, union partnerships, leveraging related cleanup efforts/programs, staffing agencies, and direct placement. There is a one year follow-up with students who are placed in jobs. Students who have graduated the program have worked on jobs as diverse as: helping clean up the oil spill in the Gulf; removing hazardous materials from military fleets which are to be retired and dry docked in the Bay Area; and helping recycle electronics in California. Graduates have also worked on multiple EPA Brownfields and Superfund sites in California, including American Recovery and Reinvestment Act (ARRA) grant recipient Mira Flores and the EPA Superfund site Naval Air Station Moffett Field.

In addition to job training, each student is assigned to a case manager who helps the student with problems, issues or challenges it may be facing relating to the course work or life. Basic life skills are incorporated into every course the student takes; this helps relate skills needed to succeed in life to jobs and tasks to be performed. The Richmond community has seen results from this training center and individuals who would normally be under- or unemployed are able to find jobs which offer higher than minimum wages. This program offers community members an alternative that is changing people's lives.

One such student is Keith Hardesty; who completed the Solar Energy Efficiency Design and Installation, Hazardous Waste Operation and Emergency Response (HAZWOPER), Asbestos Worker, and Lead Worker Training. Keith was homeless for three years and says “if not for RichmondBUILD, I would not have had the motivation to move forward.” He said RichmondBUILD provided training and paid all of his union fees and dues, all he had to do was “walk to the Center to build up my career, which was a big motivating factor.” The training and support he received at



Students practice decontamination as part of HAZWOPER Training

***“Everyone at RichmondBUILD are professionals, inspirations and absolutely ‘good’ for the Urban Communities.”***

—Keith Hardesty, RichmondBUILD Student

RichmondBUILD provides stability in his life. He says the staff is very encouraging; they have let him know he can come back for additional training or any other support he might need now or in the future. Keith is currently employed as an Environmental Health Laborer and he would encourage anyone who is going through a hard time or looking for work to go through this program or one like it, saying: “the work I am doing is environmental work, which is more frequent and will not likely go away.”

CALINC Training, LLC teaches several of the training courses at RichmondBUILD and indicates that the enthusiasm and dedication of the students who are part of the RichmondBUILD Program provides their instructors the opportunity to teach the Hazardous Materials classes with great success. Students are engaged, highly productive and anxious to learn all that the instructor has to teach and share. Instructors at CALINC Training have a great feeling of pride in contributing to the achievements of the students of the RichmondBUILD Program. They stated that “[i]t has been an honor for the instructors and administrative staff of CALINC Training to work with the RichmondBUILD Program knowing that each student is bettering themselves and going on to better the community with in which they live.”

For additional information, please contact:

Nicholas Alexander · Project Manager · RichmondWorks · [nalexander@richmondworks.org](mailto:nalexander@richmondworks.org)

# Nicholas M.H. Alexander

nicholasmalexander@gmail.com Δ (510) 812-5272

## PROFESSIONAL EXPERIENCE

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Richmond BUILD Green Careers Academy | Richmond, CA Aug. 2008 - Present  
**Facility Manager**~ Manage a 12,000sq.ft. construction skills training facility, a small staff, multiple contractors and several federal, state and private workforce development grants. Oversee \$1.2m budget. Responsible for training and reporting performance of over 500 individuals in three years. Maintain active partnerships with private employers, elected officials, nonprofits, unions and community colleges. Help promote and coordinate the City's local hire incentive programs and local hire ordinance. Provide career counseling and soft-skills training to trainees.

Service Employees International Union–Local 1877 | Oakland, CA June 2007- Aug. 2008  
**Corporate Researcher**~ Developed and implemented corporate, legal, legislative, and regulatory strategies to advance organizing and contract negotiation campaigns for the union. Maintained a MS Access database of commercial real estate properties throughout Northern California to track union density and industry performance. Researched and leveraged relationships between union members, employers and third party individuals, businesses and organizations. Prepared materials for the ground campaign, the media, industry regulators, and public meetings.

American Federation of State, County & Municipal Employees | Washington, DC May 2005- June 2007  
**Strategic Research Analyst**~ Developed strategic approaches to organize new members on the national level. Researched the financial condition, regulatory environment, political landscape and other important points of leverage for organizing targets. Prepared materials for the ground campaign, the media, industry regulators and public meetings. Drafted legislation and other initiatives to advance strategic organizing objectives.

Ifetayo Cultural Arts Academy | Brooklyn, NY Aug. 2003- Jan. 2004  
**Youth Ensemble Co-Director** ~ Coordinated the Youth Ensemble- a teenage, performing arts group. Helped produce an educational performance piece on HIV/AIDS for performance in NYC schools. Helped teach two cultural arts classes. Arranged media coverage of the organization's program offerings and performances. Designed promotional brochures and products for distribution to school officials, audiences and supporters.

Corporate Accountability International | Boston, MA May 2003- Aug. 2003  
**Organizer**~ Organized nationwide network of members and allied organizations around a campaign for the adoption of tougher tobacco regulations by the World Health Organization. Designed layout of organizing materials. Drafted letters and articles for distribution to allied organizations and the media. Fundraising activities.

George Watts Elementary School | Durham, NC Aug. 2001- May 2005  
**Lead Tutor**~ Served as the liaison between 60+ college students tutoring at G.W. Elementary and the tutoring Program Director during the 2004-05 academic year. Provided advice and problem-solving to new tutors. Tutored elementary school students in reading and math during three prior academic years (2001-04). Assisted teachers with implementing lesson plans and coordinating class projects.

## TECHNICAL SKILLS

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- Expert with Microsoft Office Suite (Access, Excel, Outlook, Powerpoint & Word) and Microsoft MapPoint
- Expert with Lexis-Nexis, D&B, Guidestar, and many other online research tools
- Experienced with reporting requirements for Federal and State grants
- Experienced with Adobe Photoshop, Adobe Acrobat, Final Cut Pro
- Basic Spanish language proficiency

## EDUCATION

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**Duke University** | Durham, NC  
 B.A. 2005, Public Policy & Economics

John J. Mack Scholarship | 2001- 2005  
 William J. Griffith Service Award | 2005



# CANDRA MUHAMMAD, M.P.A.

289 Newbury St., Hercules, CA ♦ (510) 260-4418 ♦ candramuhammad@yahoo.com

## SUMMARY OF QUALIFICATIONS

- ❖ 10+ yrs. experience in Human Services, Public Service, Community Outreach & Advocacy
- ❖ 10+ yrs. experience of Workshop Facilitation & Public Speaking for Nonprofits & Government agencies
- ❖ 8+ yrs. experience in Case Management & Behavior Management

## EDUCATION & CERTIFICATIONS

Master of Public Administration	Cal State East Bay	Hayward, CA
Organizational Change (concentration)	Cal State East Bay	Hayward, CA
B.A., Sociology & Criminal Justice	San Francisco State University	San Francisco, CA

## SKILLS & ABILITIES

### Program Coordination & Management

- Composed persuasive correspondence for ex-offenders criminal files
- Coordinated supervision and treatment with Parole and Probation departments
- Collaborated with Community Based Organizations to secure grant funding
- Completed monthly data reports for Board of Directors
- Coordinated activities for at-risk teens to prevent re- incarceration
- Initiated, managed and monitored On-the-Job-Training contracts with diverse employers
- Prepared quarterly Workforce Investment Act reports based on state compliance guidelines
- Adhered to Department of Labor requests related to program deliverables
- Monitor Employment Training Panel report to ensure measures are completed
- Recruited, assessed, and interviewed trainees for participation in the Richmond Build Academy
- Trained and supervised interns and volunteers
- Facilitated meetings with partners and key stakeholders for optimal cohesion and common goals
- Implemented improvements for community outreach to increase participation

### Counseling & Case Management

- Counseled female inmates in San Francisco County Jail relapse prevention program
- Supervised family visits for inmates
- Performed outpatient support groups for ex-offenders
- Advised and advocated for, Cal WORKS participants, General Assistance recipients, victims of domestic violence, homeless, dislocated workers, veterans and at-risk youth
- Utilized special databases designed to track client activity
- Documented client activity according to State and Federal mandates to ensure program compliance
- Provided crisis counseling for individuals and groups
- Implemented and facilitated self-esteem group for inmates
- Co-facilitated art therapy, individual, and family group sessions designed to promote healthy alternatives to toxic behavioral patterns
- Applied and enforced behavior modification models for therapeutic

### Public Relations & Community Affairs

- Liaison for a host of local organizations for recruiting and referral purposes
- Delivered orientation and recruiting presentations to diverse nonprofit and government partners
- Maintained positive and productive relationships with all established partnerships
- Presented free screening services in six bay area counties to diverse populations in order to secure future grant funding
- Participated in widely recognized events such as: Health and Wellness fairs, Expo's and Native American Pow-wow's in order to advertise free health services
- Facilitated health and wellness curriculum at homeless shelters, Drug Rehab centers, Churches and Senior Community centers

## WORKSHOPS DELIVERED

- |                             |                          |
|-----------------------------|--------------------------|
| ▪ Interviewing Techniques   | ▪ Conflict Management    |
| ▪ Resume Preparation        | ▪ Building Self-Esteem   |
| ▪ Life Skills/Soft Skills   | ▪ Teen Parenting         |
| ▪ Assertiveness Training    | ▪ Leadership Development |
| ▪ Stress & Anger Management | ▪ Relapse Prevention     |

## PROFESSIONAL DEVELOPMENT

Child Abuse Reporting	Oakland, CA	Alameda County Child Welfare Dept.
Reducing Teen Pregnancy	Napa, CA	Stars Circle of Care
Cal Works Conference	San Diego, CA	Walden House Institute
Parenting Training	San Francisco, CA	Walden House Institute
Domestic Violence	San Francisco, CA	Walden House Institute
Relapse Prevention	San Francisco, CA	Walden House Institute
Clinical Addictions Conference	San Diego, CA	U.C. San Diego
Job Development/Business Services	Richmond, CA	City of Richmond

## AFFILIATIONS

- |                                          |                                |
|------------------------------------------|--------------------------------|
| ➤ Bay Area Workforce Development Network | ➤ Laborers' Union- Local 324   |
| ➤ Trades Women Inc.                      | ➤ Carpenters' Union- Local 152 |

## HONORS & AWARDS

2011- Green California Community College Summit Leadership Award  
 2010- Green Building Super Heroes Award (Finalist) (Northern CA US Green Building Council)  
 2009- Pi Alpha Alpha National Honor Society for Public Affairs and Administration  
 2009- Harvard University Innovations in American Government Award (Semi- Finalist)  
 2009- Senator Barbara Boxer's Conservation Champion Award  
 2008- FBI Director's Community Leadership Award

## TECHNICAL COMPETENCIES

**Microsoft Office:** Word, Excel, Power Point, and Outlook

**Specialized Software:** JTPA, Smartware, Cal-Win, Noho, VOS

## EMPLOYMENT HISTORY

08/08- Present	<b>Employment Program Specialist II</b>	City of Richmond
04/07- 8/08	<b>Workshop Specialist II/ Case Manager</b>	Workforce Investment Board
06/04- 9/06	<b>Substance Abuse Counselor</b>	Alameda County Medical Center
10/02- 6/04	<b>Community Outreach Worker</b>	Alameda County Medical Center
07/01- 7/02	<b>Primary Therapist I/Youth Counselor</b>	Stars Behavioral Health
08/00- 7/01	<b>Cal WORKS Program Specialist</b>	4C's of Alameda County
09/98- 08/00	<b>Clinical Case Manager/Counselor</b>	Walden House Inc.
06/98- 6/99	<b>Camp Akili Youth Counselor</b>	Leadership Excellence

# Santiago Bernal

661 McLaughlin Street, Richmond, CA 94805 ▪ Phone: 510.672.6176

**CAREER GOAL:** To obtain long-term employment with growth potential at a company where I can contribute my hard-working ability and my positive attitude.

## HIGHLIGHTS OF QUALIFICATIONS

Offering 2 years of successful lead carpenter instructor experience. Dedicated to professionalism; highly motivated toward goal achievement. Competent, reliable, committed professionalism with a wide range of practical skills. Able to represent a company with professional appearance and manner. Enthusiastic and personable; able to get along well with others. Thrive in a dynamic and challenging environment

## EMPLOYMENT EXPERIENCE

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### *Lead Instructor*

**City of Richmond – RichmondBUILD**                      **Richmond, CA**                      **Feb. 2010 – Present**

- Certified Home Builder Institute (HBI) Instructor
- Instruct pre-apprenticeship construction training 25-35 students per cohort.
- Completed 10 cohorts as lead instructor
- Always adheres to safety procedures
- anchor and brace wooden structures, frameworks, and forms
- erect scaffold
- install doors, wood floors, window frames, trim, and stairs
- install drywall, plasterboard, and wallboard
- read tape measure
- use hand and power tools
- use hand and power woodworking tools
- use basic carpentry techniques
- Follow established safety rules and regulations and maintain a safe and clean environment.
- Shape and cut materials to specified measurements, using hand tools, machines, or power saws.
- signal directions and warnings to coworkers
- use oral or written communication techniques

### *Carpenter*

**Branagh Construction**                      **Richmond, CA**                      **Feb. 2009 – Feb. 2010**

- Full remodeled 36 units apartments
- Demolition to finish
- Assembled and fasten materials to make frameworks or props, using hand tools and wood screws, nails, dowel pins, or glue.
- Studied specifications in blueprints, sketches, or building plans to prepared project layout and determine dimensions and materials required.
- erected scaffold
- installed doors, wood floors, window frames, trim, and stairs
- installed drywall, plasterboard, and wallboard
- read tape measure
- used hand and power tools
- used hand and power woodworking tools
- used basic carpentry techniques
- climbed ladders and scaffolding
- Followed established safety rules and regulations and maintained a safe and clean environment.

- Removed damaged or defective parts or sections of structures and repaired or replaced, using hand tools.
- Shaped and cut materials to specified measurements, using hand tools, machines, or power saws.

### *Framer*

#### **Bay Area Framers**

**Richmond, CA**

**Oct. 2008 – Feb. 2009**

- Framed 600 sq. ft. community building from foundation to pick-up work.
- Applied cement to backs of tiles and press tiles into place, aligning them with layout marks or joints of previously laid tile.
- Applied and mounted acoustical tile or blocks, strips, or sheets of shock-absorbing materials to ceilings or walls of buildings to reduce reflection of sound or to decorate rooms.
- Assembled and installed metal framing or decorative trim for windows, doorways, or vents.
- Measured and marked surfaces to lay out work, according to blueprints or drawings, using tape measures, straightedges or squares, and marking devices.
- Constructed, erected, installed, and repaired structures and fixtures of wood, plywood, and wallboard, using carpenter's hand tools and power tools.
- read tape measure

### *Foreman*

#### **Overaa**

**Richmond, CA**

**July 2007 – Oct. 2008**

- Overlooked 150 employees (all trades) on the City of Richmond – City Hall Remodel Project
- Safety Inspector
- Build or repaired cabinets, doors, frameworks, floors, or other wooden fixtures used in buildings, using woodworking machines, carpenter's hand tools, or power tools.
- Constructed forms and chutes for pouring concrete.
- Erected scaffolding and ladders for assembling structures above ground level.
- Measured and marked cutting lines on materials, using a ruler, pencil, chalk, and marking gauge.
- repaired and replaced locks, hinges, or related finish hardware
- repaired prefabricated wooden building components
- signal directions and warnings to coworkers
- Grinded, scraped, sanded, and polished surfaces such as concrete, marble, terrazzo, or wood flooring, using abrasive tools or machines.
- Position and dismantle forms for pouring concrete, using saws, hammers, nails, or bolts.
- Position, joined, aligned, and sealed structural components, such as concrete wall sections or pipes.

## **EDUCATION**

HBI PACT (Instructor Training) – Dept. of Labor YouthBUILD Construction Certification

BUILD IT GREEN – Building Performance Institute Energy Efficiency Training Certification

Gradall Certification

Extended Boom & Basket Certification

First AID & CPR Certification

GETS (Green Energy Training Services) Certification

Scaffold Erection Certification

Fall Protection Certification

Journeyman Carpenter Certification

RichmondBUILD Green Careers Academy

Richmond, CA

Certificate

Oct. 2007-Present

July 2007-Oct. 2007

Serra Adult School

Richmond, CA

GED

July 1994

***References Available Upon Request***





April 4, 2013

TO: Marin Energy Authority Executive Committee

FROM: Emily Goodwin, Internal Operations Coordinator  
Dawn Weisz, Executive Officer

RE: Regular Hire Staff Positions (Agenda Item #11)

ATTACHMENT: A. MEA Organizational Chart  
B. Job Description for Regulatory Counsel  
C. Job Description for Account Manager I  
D. Job Description for Community Affairs Representative  
E. Job Description for Project Aide  
F. Revised Job Description for Energy Efficiency Coordinator  
G. Revised Job Description for Legal Director

Dear Board Members:

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**SUMMARY:** Marin Energy Authority (MEA) has continued to grow in its customer base, range of program offerings, and involvement in the regulatory arena. The agency is also currently preparing to reach yet another positive milestone with the enrollment of Richmond customers in July 2013. To support such growing activities and initiatives MCE has a need to transition four extra hire positions to regular hire positions to ensure effective management of internal activities and proactive customer service. In addition, two existing MEA positions are in need of job description and compensation range adjustments to conform to current duties and responsibilities.

A detailed job description for each position is attached for review. The job descriptions and proposed salary ranges provided below have been developed based on research and analysis of similar positions in place throughout a variety of public and private agencies in the region, and review by our Human Resources Team. The proposed job descriptions have been structured to provide basic documented information for compliance with the Americans with Disabilities Act and appropriate qualifications, knowledge, skills and other requirements that are job-related and meet legal guidelines as determined by the Fair Labor Standards Act. The proposed new and adjusted positions were discussed in the March meeting of the MEA Executive Committee. Feedback from that Committee has been incorporated herein.

#### Regulatory Counsel

The Regulatory Counsel reports to the Legal Director and has responsibility for a wide range of Marin Energy Authority (MEA) regulatory matters, with particular emphasis on representation of MEA's interests at the California Public Utilities Commission (CPUC). The Regulatory Counsel evaluates proposed regulatory policies to assess the impact on MEA, helps develop MEA positions on issues, and develops analyses, written reports, and presentation materials to support MEA's position. The Regulatory Counsel represents MEA in administrative proceedings before applicable regulatory agencies, including the

CPUC, and may participate as an expert witness in regulatory proceedings; also performs related work and other analytic tasks for MEA as required.

The Regulatory Counsel performs assignments under the general supervision of the Legal Director or the Executive Officer. The Regulatory Counsel participates as a MEA representative before various regulatory agencies, including the CPUC, in matters affecting community choice aggregators (CCAs) and other electric utilities, including in ratemaking proceedings, rulemakings, and proposed rules and regulations. The Regulatory Counsel is tasked with reviewing and drafting comments and briefs; providing technical and/or analytic input on regulatory matters; preparation of data requests, testimony, and hearing exhibits, participation in administrative hearings; and researching and preparing analyses for the Legal Director and the Executive Officer.

**Recommendation:** Approve job description for the MEA Regulatory Counsel position and set annual salary range for this position at \$64,000 - \$82,000, with exact compensation to be determined by Executive Officer within existing Board-approved budget.

#### Account Manager I

The Account Manager I is the entry level staff member of the Account Manager team, within MCE's Public Affairs Division. The Account Manager I reports directly to the Communications Director and has responsibility for a range of customer service matters. The Account Manager I will work to provide customer satisfaction, respond to customer billing and rate inquiries and address individual and systemic issues as they arise. The Account Manager I will help customers and the public become familiar with the products and programs of MEA and will articulate the special features and qualities of products and services, so that customers participate and gain satisfaction. The Account Manager I will also work to solve problems identified by customers and others involved in customer care.

The Account Manager I performs customer-related tasks and oversight under the general supervision of the Communications Director and will respond to inquiries from customers including key accounts via email, telephone, and in-person dialogue. The Account Manager I will monitor and improve billing presentment where possible and perform customer data tracking, customer program development and monitoring, and build relationships with specific customer groups as well as third-party vendors involved in customer care. The Account Manager will be responsible for communicating MCE's key, strategic messages consistently to target audiences via printed literature, web-based material, electronic correspondence, and in verbal interactions. The Account Manager I will also participate in community events and perform related work and tasks as needed.

**Recommendation:** Approve job description for the MEA Account Manager I position and set annual salary range for this position at \$48,000 - \$68,000, with exact compensation to be determined by Executive Officer within existing Board-approved budget.

#### Community Affairs Representative

The Community Affairs Representative works under direction from the Communications Director and has a wide range of responsibilities for implementing and organizing community outreach efforts in the Public Affairs division of MEA.

The Community Affairs Representative interfaces with a wide range of community,

stakeholder, and customer groups. The Community Affairs Representative will respond to inquiries from customers via email, telephone, and in-person dialogue. The Community Affairs representative will conduct community organizing and outreach campaigns to provide information about MEA products and programs. The Community Affairs Representative will be responsible for communicating MCE's key, strategic messages consistently to target audiences via printed literature, web-based material, electronic correspondence, and in verbal interactions. The Community Affairs Representative will also participate in community events and perform related work and tasks as needed.

**Recommendation:** Approve job description for the MEA Community Affairs position and set annual salary range for this position at \$42,000 - \$52,000, with exact compensation to be determined by Executive Officer within existing Board-approved budget.

#### Project Aide

The Project Aide works under direction from the Communications Director but also provides support directly to any division of MEA including Regulatory and Internal Operations. This position has a wide range of responsibilities to assist MEA staff in general and particularly with implementation of community outreach efforts in the Public Affairs division of MEA.

In addition to assisting with implementation and creation of community outreach programs, the Project Aide assists the Legal and Regulatory division of MEA with administrative functions, including filing and serving documents with the California Public Utilities Commission. The Project Aide also assists the Internal Operations division of MEA with as-needed HR and administrative assistance. The Project Aide interfaces with a variety of agencies and stakeholder groups and interacts with a wide range of customer groups.

**Recommendation:** Approve job description for the MEA Project Aide position and set annual salary range for this position at \$32,000 – \$45,000, with exact compensation to be determined by Executive Officer within existing Board-approved budget.

#### Energy Efficiency Coordinator

The Energy Efficiency Coordinator develops and coordinates multiple energy efficiency activities for MEA. The Energy Efficiency Coordinator position has demanded a higher than expected level of expertise and effectiveness in program development and coordination. The position is also requiring a very high level of responsibility and initiative in program implementation. The Energy Efficiency Coordinator position requires coordination of energy efficiency programs tailored to residential, commercial and municipal electricity customers and requires benchmarking and monitoring to demonstrate success of programs. The position also requires interface with multiple partner agencies and stakeholder groups, coordination of activities of sub-contractors and vendors, interaction with a wide range of customers groups, and communication with the CPUC, CEC and other regulatory bodies as needed.

The expectations and level of responsibility required of this position have created a need to modify the job description and adjust the salary range assigned to this position.

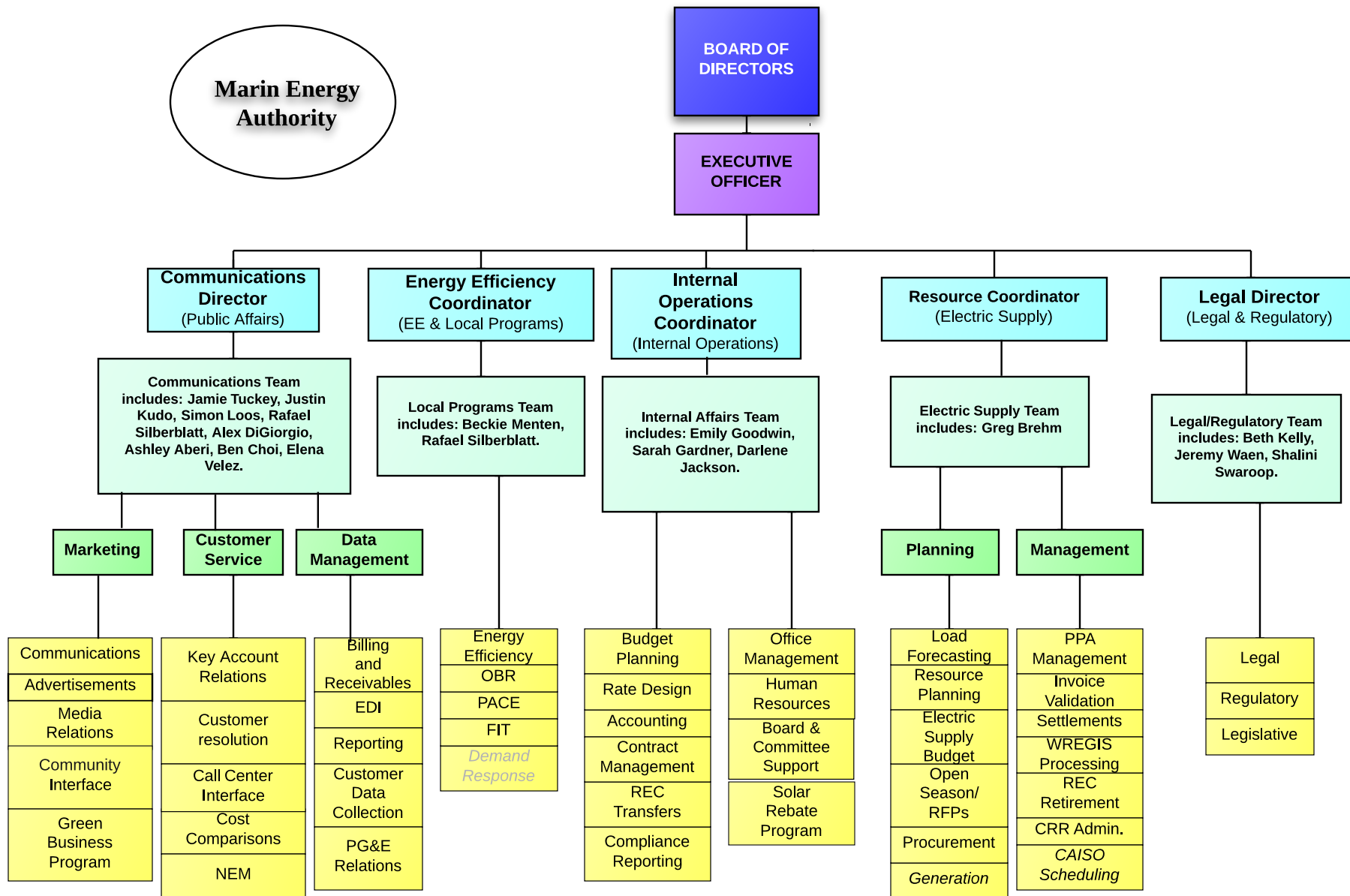
**Recommendation:** Update the MEA Energy Efficiency Coordinator job description as attached and adjust annual compensation range for this position (from \$60,000 – \$71,000) to \$72,000 – \$85,000, with exact compensation to be determined by Executive Officer within existing Board-approved budget.

### Legal Director

As principal in-house legal officer, the Legal Director has responsibility for a wide range of Marin Energy Authority (MEA) legal matters, with particular emphasis on regulatory affairs, finance, project finance and energy supply transactions, as well as oversight of and collaboration with external legal counsel from a wide range of disciplines. The Legal Director represents MEA in administrative proceedings before applicable California and federal regulatory agencies, including the California Public Utilities Commission. The attached job description contains additional detail on the responsibilities encompassed by this position, as well as the experience and abilities required.

The compensation study for this position included review of compensation for positions managing similar legal responsibilities including regulatory affairs, finance and other applicable responsibilities.

**Recommendation:** Update job description as attached and adjust annual compensation range for this position (from \$110,000 - \$125,000) to \$128,000 - \$147,000 with exact compensation to be determined by Executive Officer within existing Board-approved budget.





## **Regulatory Counsel Job Description**

### **Summary**

The Regulatory Counsel works under direction from the Executive Officer or the Legal Director and has responsibility for a wide range of Marin Energy Authority (MEA) regulatory matters, with particular emphasis on representation of MEA's interests at the California Public Utilities Commission (CPUC). The Regulatory Counsel evaluates proposed regulatory policies to assess the impact on MEA, helps develop MEA positions on issues, and develops analyses, written reports, and presentation materials to support MEA's position. The Regulatory Counsel represents MEA in administrative proceedings before applicable regulatory agencies, including the CPUC, and may participate as an expert witness in regulatory proceedings. Performs related work and other analytic tasks for MEA as required.

### **Class Characteristics**

The Regulatory Counsel performs assignments under the general supervision of the Executive Officer or the Legal Director. Regulatory Counsel participates as a MEA representative before various regulatory agencies, including the CPUC, in matters affecting community choice aggregators (CCAs) and other electric utilities, including in ratemaking proceedings, rulemakings, and proposed rules and regulations. The Regulatory Counsel is tasked with reviewing and drafting comments and briefs; providing technical and/or analytic input on regulatory matters; preparation of data requests, testimony, and hearing exhibits, participation in administrative hearings; and researching and preparing analyses for the Legal Director and the Executive Officer.

### **Essential Duties and Responsibilities (Illustrative Only)**

- Develop reports and analysis for the MEA Board of Directors on regulatory developments.
- Develop policy on key regulatory issues affecting MEA.
- Represent MEA in regulatory proceedings through preparation of data requests and responses, analytical models, testimony, and exhibits.
- Review, analyze and summarize filings prepared by utilities and other entities.
- Analyze and interpret regulatory proposals, legislation, and other policy issues.
- Work with Legal Director, technical experts and external regulatory counsel to develop effective and persuasive communications before the CPUC.

### **Supervisory Responsibilities**

This job may have some supervisory responsibilities.

### **Breakdown of Time Spent on Various Work Areas**

- Regulatory – CPUC Filings and Case Management 65%
- Regulatory – Data Analysis 25%
- Other Analytical Tasks 10%

### **Qualifications**

- Law degree from an ABA approved law school and admission to the California Bar. Bachelor's or Master's degree in accounting, economics, engineering or finance preferred.
- Minimum of two (2) years of progressively responsible experience in regulatory affairs at an electric utility or in a closely related field.
- Knowledge of and sensitivity with CCA related issues a plus.

### **Knowledge**

- Knowledge of California electric utility regulatory issues, CPUC regulatory practices and procedures.
- Experience in utility rate design, electric resource planning or regulatory relations.
- Knowledge of Excel, Word, Adobe Acrobat, and PowerPoint.

### **Language and Reasoning Skills**

- Exercise exceptional analytical skills, sound judgment, creative problem solving, and commercial awareness.
- Analyze and interpret large amounts of information quickly and accurately, and make sound policy recommendations.
- Develop high-quality writing, research and communication work products.
- Deliver clear and persuasive oral communication.
- Interact effectively with administrative bodies and MEA's Legal Director, Executive Officer and Board of Directors.
- Manage projects and time efficiently.

### **Skills and Abilities**

- Manage multiple priorities.
- Quickly adapt to changing priorities in a fast paced, dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Be thorough and detail-oriented.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.





# **Account Manager I**

## **Job Description**

### **Summary**

The Account Manager I (“Account Manager”) works under direction from the Communications Director and has responsibility for a range of customer service matters. The Account Manager I will work to provide customer satisfaction, respond to customer billing and rate inquiries and address individual and systemic issues as they arise. The Account Manager I will help customers and the public become familiar with the products and programs of MEA and will articulate the special features and qualities of products and services, so that customers participate and gain satisfaction. The Account Manager I will also work to solve problems identified by customers and others involved in customer care.

### **Class Characteristics**

The Account Manager I performs customer-related tasks and oversight under the general supervision of the Communications Director and will respond to inquiries from customers including key accounts via email, telephone, and in-person dialogue. The Account Manager I will monitor and improve billing presentment where possible and perform customer data tracking, customer program development and monitoring, and build relationships with specific customer groups as well as third-party vendors involved in customer care. The Account Manager I will be responsible for communicating MCE’s key, strategic messages consistently to target audiences via printed literature, web-based material, electronic correspondence, and in verbal interactions. The Account Manager I will also participate in community events and perform related work and tasks as needed.

### **Essential Duties & Responsibilities (Illustrative Only)**

- Effectively explain terms and conditions of service to customers and respond to questions clearly and adequately.
- Oversee interactions with billing agent regarding billing presentment.
- Perform rate and bill analysis for customers as appropriate.
- Interface with MEA’s call center, data management team, and PG&E representatives to ensure consistent interaction with customers.
- Manage incoming customer inquiries with professionalism and tact.
- Conduct customer follow-up as needed, including providing billing analysis and interfacing with key accounts.
- Insure accurate monitoring and tracking of interactions with customers.
- Attend community events/meetings to represent and present on behalf of MEA as needed.
- Attend MEA Board and Committee meetings as needed.
- Insure correspondence with customers is clear, consistent and timely.

### **Supervisory Responsibilities**

Supervisory responsibilities are not required for this position. This position remains junior to the Account Manager II and will take direction on work products from the Communications Director or Executive Officer.

### **Breakdown of Time Spent on Various Work Areas**

- |                                       |     |
|---------------------------------------|-----|
| • Direct Customer Interface           | 50% |
| • Customer Data Tracking and Planning | 25% |
| • Account Management Coordination     | 25% |

### **Qualifications**

- Minimum 2 years of experience managing key accounts with a utility or energy service provider.
- Bachelor's degree in a related field.

### **Knowledge**

- Knowledge of utility billing structures and bill presentment.
- Knowledge of Excel, Word, Adobe Acrobat, and PowerPoint.
- Knowledge of account management, marketing and salesmanship.

### **Skills and Abilities**

- Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
- Possess strong phone etiquette skills, verbal communications, grammatical and professional business skill sets.
- Interact effectively with customers, local community groups and organizations, and MEA staff.
- Exercise sound judgment, creative problem solving, and commercial awareness.
- Deliver clear oral communication.
- Manage projects and time efficiently.
- Outgoing, confident and detail oriented.
- Adept at multi-tasking.
- Self-motivated with a strong drive to resolve issues quickly and effectively.
- Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.



# Community Affairs Representative Job Description

## **Summary**

The Community Affairs Representative works under direction from the Communications Director and has a wide range of responsibilities for implementing and organizing community outreach efforts in the Public Affairs division of MEA. This may be structured as a part time position.

## **Class Characteristics**

The Community Affairs Representative interfaces with a wide range of community, stakeholder, and customer groups. The Community Affairs Representative will respond to inquiries from customers via email, telephone, and in-person dialogue. The Community Affairs representative will conduct community organizing and outreach campaigns to provide information about MEA products and programs. The Community Affairs Representative will be responsible for communicating MCE's key, strategic messages consistently to target audiences via printed literature, web-based material, electronic correspondence, and in verbal interactions. The Community Affairs Representative will also participate in community events and perform related work and tasks as needed.

## **Essential Duties and Responsibilities (Illustrative Only)**

- Organize and implement community outreach programs to assist in marketing MEA to the general public, customers, and to public agencies.
- Initiate and develop relationships with community members and stakeholders.
- Act as a liaison to local community groups and mobilize local community members and organizations.
- Make presentations to and meet with community groups and stakeholders.
- Assist, organize and staff community events.
- Respond to customer inquiries.
- Translate materials to Spanish.
- Produce informational materials in Spanish.

## **Supervisory Responsibilities**

Supervisory responsibilities are not required for this position.

### **Breakdown of Time Spent on Various Work Areas**

Community outreach and organizing	50%
Translation services	30%
Responding to customer inquiries	20%

### **Qualifications**

- Bachelor's degree in a related field.
- Knowledge of and sensitivity with CCA related issues a plus.

### **Knowledge**

- Knowledge of Excel, Word, Adobe Acrobat, and PowerPoint.
- Understanding of diverse communities and cultures.
- Fluent in Spanish.

### **Skills and Abilities**

- Possess strong phone etiquette skills, verbal communications, grammatical and professional business skill sets.
- Interact effectively with customers, local community groups and organizations, and MEA staff.
- Manage projects and time efficiently.
- Outgoing, confident and detail oriented.
- Adept at multi-tasking.
- Self-motivated with a strong drive to resolve issues quickly and effectively.
- Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.



# **Project Aide Job Description**

## **Summary**

The Project Aide works under direction from the Communications Director and has a wide range of responsibilities for assisting MEA staff with implementation of community outreach efforts in the Public Affairs division of MEA. The Project Aide may help assist any division of MEA.

## **Class Characteristics**

In addition to assisting with implementation and creation of community outreach programs, the Project Aide assists the Legal and Regulatory division of MEA with administrative functions, including filing and serving documents with the California Public Utilities Commission. The Project Aide also assists the Internal Operations division of MEA with as-needed HR and administrative assistance. The Project Aide interfaces with a variety of agencies and stakeholder groups and interacts with a wide range of customer groups.

## **Essential Duties and Responsibilities (Illustrative Only)**

- Assist and staff community events.
- Track and coordinate MEA sponsorships.
- Track and coordinate MEA community events and meetings.
- Administer social media campaigns.
- Assist with marketing campaigns.
- Track Deep Green customer enrollments.
- Prepare and mail Deep Green welcome packets.
- Prepare, maintain and deliver Deep Green Champion marketing materials.
- Interface with Deep Green Champions.
- Complete website updates.
- Prepare miscellaneous documents as needed.
- File and serve documents with the California Public Utilities Commission.

## **Supervisory Responsibilities**

Supervisory responsibilities are not required for this position.

### **Breakdown of Time Spent on Various Work Areas**

- |                                   |     |
|-----------------------------------|-----|
| • Assistance to Public Affairs    | 85% |
| • Assist Legal & Regulatory Team  | 10% |
| • Assist Internal Operations Team | 5%  |

### **Qualifications**

- Bachelor's degree in a related field.

### **Knowledge**

- Knowledge of social media marketing.
- Knowledge of Excel, Word, Adobe Acrobat, and PowerPoint.

### **Skills and Abilities**

- Possess strong phone etiquette skills, verbal communications, grammatical and professional business skill sets.
- Interact effectively with customers, local community groups and organizations, and MEA staff.
- Manage projects and time efficiently.
- Outgoing, confident and detail oriented.
- Adept at multi-tasking.
- Self-motivated with a strong drive to resolve issues quickly and effectively.
- Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.



### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.



## **Energy Efficiency Coordinator Job Description**

### **Summary**

The Energy Efficiency Coordinator develops and coordinates multiple energy efficiency activities for MEA including programs tailored to underserved sectors in the MEA service territory. The Energy Efficiency Coordinator is responsible for interfacing with multiple partner agencies and stakeholder groups, coordinating activities of sub-contractors, interacting with a wide range of customers groups, and communicating directly with the CPUC, CEC and other regulatory bodies as needed regarding program design, development, implementation and measurement/verification.

The position requires knowledge of a wide range of energy efficiency policy and best practices as well as energy efficiency technologies, and application in a wide range of built environments. The position also requires understanding of the construction trade and green building techniques, familiarity with the local permitting process and ability to use metrics to validate energy efficiency impacts. The position will require performing related work and tasks for MEA as required.

### **Class Characteristics**

The Energy Efficiency Coordinator performs assignments under the general supervision of the Executive Officer but works in close contact with the Legal Director and the Communications Director for specific job requirements. The Energy Efficiency Coordinator works with MEA staff and Board to lead the development and implementation a broad range of Energy Efficiency programs including underserved customers in MEA service territory. Ongoing interface with the CPUC is needed to ensure goals and metrics are communicated to interested parties, and to ensure programmatic alignment with policy direction. The Energy Efficiency Coordinator is responsible for interfacing with customer groups and overseeing staff and consultants that interface with customer groups on MEA's behalf, including building owners and managers, to implement energy savings projects that conform to the requirements of the Energy Efficiency Program. The Energy Efficiency Coordinator is also responsible for developing required scope of work descriptions and identifying and managing sub-contractors to take on specific tasks to assist with implementation of the MEA Energy Efficiency Program.

Responsibilities may include coordinating request for proposal (RFP) processes to identify partner agencies and sub-contractors. This would also include responsibility for reviewing and analyzing materials submitted to MEA from partner agencies and sub-contractors.

The Energy Efficiency Coordinator must have broad understanding of utility or municipal energy efficiency programs, technical understanding of industry best practices, strong program development skills, and an ability to interface with regulatory bodies, customers as well as MEA Staff and Board Members to produce measurable energy efficiency results.

### **Essential Duties and Responsibilities (Illustrative Only)**

- Assist Staff, Technical Team and MEA Board with development and implementation of an Energy Efficiency Program for MEA's initial year of energy efficiency programming.
- Identify opportunities for energy savings that conform to the requirements of the Energy Efficiency Program and establish metrics to track impacts.
- Monitor success of Energy Efficiency Program and adjust if needed to insure benchmarks are achieved or exceeded.
- Interface with the CPUC regarding program goals and metrics.
- Manage RFP processes and identify sub-contractors to take on specific tasks as needed.
- Draft proposals for grant funding and other program revenue opportunities as needed.
- Interface with building owners and managers on MEA's behalf.
- Perform data analysis, training and outreach, to customers, building owners and managers, and other stakeholder groups as needed to implement program.
- Maintain databases for various areas of energy resource technology.
- Utilize a variety of computer software programs to prepare reports, maps, diagrams, graphs and other material related to energy resources.
- Prepare and present evaluative information and recommendations to assist MEA staff and Board in assessing and identify 'best fit' energy efficiency opportunities for MEA.
- Interface with MEA Board and Committees as well as MEA staff to facilitate policy discussions related to energy efficiency and resource planning.
- Track impact of energy efficiency programs for reporting to MEA Board and regulatory bodies.

### **Supervisory Responsibilities**

This job requires supervisory responsibilities.

### **Qualifications**

#### **Experience/Education**

Bachelor's or Master's degree in engineering, environmental science, planning, or a related field, and two (5) years of progressively responsible experience at an electric utility, public agency or private company providing energy efficiency services.

### **Knowledge**

- Knowledge of energy conservation strategies, energy efficient building construction and demand response applications.
- Knowledge of metrics and analytical tools to collect, tabulate and analyze data related to energy efficiency and technologies.
- Knowledge of Excel, Word and PowerPoint.
- Intermediate mathematical proficiency.
- Familiarity with the construction trade, local government permitting process, and regulatory bodies in California.
- Familiarity with best practices for energy efficiency financing programs.

### **Skills and Abilities**

- Apply energy conservation principles and practices within an energy program.
- Critically evaluate proposals, programs and policies.
- Use metrics to validate energy efficiency impacts
- Develop and implement trainings and workshops.
- Provide technical assistance on energy efficiency to customers and to government affiliates.
- Draft proposals for grant funding and other program revenue opportunities.
- Work collaboratively with government agencies and divisions related to energy efficiency.
- Make presentations as required at public meetings.
- Communicate effectively both verbally and in written form

### **Language and Reasoning Skills**

- Exercise sound judgment, creative problem solving, and commercial awareness.
- Develop high-quality writing, research and communication work products.
- Deliver clear oral communication.
- Interact professionally and effectively with customers, commercial partners, MEA staff team and Board of Directors.
- Apply strong analytical and problem-solving skills.
- Manage projects and time efficiently.

### **Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

### **Ability to**

- Manage multiple priorities and quickly adapt to changing priorities in a fast paced dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Be thorough and detail-oriented.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee must occasionally lift and/or move up to 20 pounds.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.



## **Legal Director Job Description**

### **Summary**

As principal in-house legal officer, the Legal Director works under direction from the Executive Officer and has responsibility for a wide range of Marin Energy Authority (MEA) legal matters, with particular emphasis on contracting; municipal law; regulatory affairs; finance, project finance and energy supply transactions; ethics; and oversight of and collaboration with external legal counsel. Performs related work as required.

### **Class Characteristics**

The Legal Director provides legal advice and guidance regarding legal matters affecting MEA, including project finance, finance, municipal law and others. The Legal Director also researches and prepares written and oral advice for the Executive Officer and Board of Directors on related legal issues and performs managerial and project management tasks as necessary. The Legal Director represents MEA before various regulatory agencies in matters affecting community choice aggregators (CCAs) and other electric utilities, including ratemaking proceedings, investigations, rulemakings, compliance matters and proposed legislation, drafting applications, briefs, legal memoranda, and discovery requests/responses; supervises the preparation of the testimony and exhibits of expert witnesses; examines and cross-examines witnesses, and presents oral argument; participates in negotiations and settlement discussions. The Legal Director drafts legislation and amendments to proposed bills. The Legal Director also directs and works collaboratively with external counsel from a wide range of specialties.

### **Supervisory Responsibilities**

Oversight of internal legal and regulatory staff, including Regulatory Counsel, Regulatory Analyst and, as applicable, others; external legal resources; and other external professional service providers.

### **Essential Duties and Responsibilities (Illustrative Only)**

- Renders legal advice, administers legal services, and directs and works collaboratively with external counsel regarding a variety of regulatory and legal matters affecting MEA.
- Represents MEA in energy-related administrative proceedings.
- Reviews and recommends policies.

- Prepares and reviews contracts for content and form.
- Updates MEA Board of Directors on regulatory developments.
- Works in a team to negotiate, draft and close a range of MEA transactions, including power purchase agreements and credit agreements.
- Participates in MEA management activities, including assisting in strategic planning, budget and forecast analysis, contractual reporting, annual audit, and other tasks as required.

### **Qualifications**

### **Experience/Education**

Juris Doctor degree from a leading university; supplemented by five (5) years of progressively responsible experience as an attorney working on complex regulatory or energy matters at a reputable law firm or in-house; or an equivalent combination of education, training, and experience. Background in accounting, economics, engineering or finance preferred. Current active membership in the State Bar of California required.

### **Knowledge**

- Experience in transactions, municipal law, ethics, and other areas of law.
- Experience in energy regulatory practice.
- Working knowledge of structuring, financing, and implementing complex energy projects, including drafting and negotiating power purchase agreements and security agreements.
- Working knowledge of finance transactions, including bond and loan transactions.

### **Language and Reasoning Skills**

- Exercise sound judgment, creative problem solving, and commercial awareness.
- Develop high-quality writing, research and communication work products.
- Deliver clear and persuasive oral communication.
- Interact effectively with administrative bodies and MEA's Executive Officer and Board of Directors.
- Apply strong analytical and problem-solving skills.
- Negotiate, time management, project management, dispute resolution and interpersonal relations.

### **Skills and Abilities**

- Focus, direct and manage the efforts of external legal resources and subordinate staff members.
- Manage multiple priorities and quickly adapt to changing priorities in a fast paced dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Be thorough and detail-oriented.

- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand.

The employee must occasionally lift and/or move up to 25 pounds.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

### **Break-down of Time Spent on Various Work Areas**

Legal and Regulatory	90%
Managerial and Project Management	10%





April 4, 2013

TO: Marin Energy Authority Board

FROM: Jamie Tuckey, Communications Director

RE: Communications Update (Agenda Item #12)

ATTACHMENTS: A. 2013 MCE Community Event and Meeting Participation  
B. Richmond Opt Out Notice 1 of 5 (Residential)  
C. Richmond Opt Out Notice 1 of 5 (Commercial)  
D. Richmond Advertising Campaign

Dear Board Members:

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**SUMMARY:**

Community Events

Staff continues to participate at numerous community events and provide presentations to a variety of organizations each month (Attachment A).

Richmond July 2013 Enrollment

Richmond electric customers are scheduled for enrollment in MCE's Light Green program during the month of July 2013 on their regularly scheduled electric meter read date. The July enrollment will exclude any customers who choose to opt out between April and mid-June.

Staff will deliver five notices to Richmond electric customers during the statutory opt out period to inform them of their right to opt out of MCE with instructions on how to do so. Three of the notices will be delivered within 90 days before enrollment (early April, mid-April and mid-May) and two of the notices will be delivered within the first 60 days after enrollment with MCE (late July and late August). Richmond customers will not receive a notice from MCE in June because PG&E will begin processing account enrollments at that time, in preparation for transfer on the July meter read date.

It has been determined that different customer groups will need specific information based on their account type in order to make a fully-informed choice about their participation in MCE. Staff has identified the different customer groups and created six unique opt out notices to provide the appropriate information to each group. The notices include information pertinent to the following customer groups:

1. Residential customers

2. Commercial customers
3. Residential Net Energy Metering (NEM) customers
4. Commercial Net Energy Metering (NEM) customers
5. Discount customers
6. Balanced Payment Plan customers

Certain customers fall into more than one of the identified groups and will need information from more than one category. Staff has analyzed customer data and identified 16 combinations of the groups. Unique letters for each combination will be mailed to the appropriate group.

The first two notices that are delivered will be letters in sealed envelopes. The last three notices will be delivered as postcards. Each notice will be bilingual with English and Spanish text. For review purposes, the residential and commercial customer opt out notices (Attachments B and C) are attached.

#### Richmond Advertising Campaign

MCE launched an advertising campaign on April 1 to increase Richmond community awareness, support, and enrollment. The campaign utilizes multiple advertising venues and will run for four months from April 2013 through July 2013.

Green Ideals is working with staff to design graphics and messaging that supports the MCE brand and provides information about MCE. The campaign will feature Richmond residents, businesses, and community leaders who want to voice their support for MCE. The ad themes will convey—to an audience that may be largely unfamiliar with the MCE brand—that there's a new energy choice and that MCE shares their values.

Catahoula Coffee and Dameion King are featured with photos in the first two ads of the campaign (Attachment D). Catahoula Coffee is a Richmond business that has provided testimonials about their choice to enroll in MCE's Deep Green 100% renewable energy option. Dameion King, publisher of Richmond's Redeemed World Magazine, talks about the new choice in Richmond and the value added by it.

Additional photography shoots are being scheduled with four other Richmond entities for a total of six unique featured ad models.

Print ads will run in the Richmond Post (weekly ads alternating between ½ and ¼ page size) and Richmond Pulse (two monthly ¼ page size ads in English and Spanish). Digital ads will run on the Richmond Confidential, Redeemed World Magazine, and through the AdTaxi networks which utilizes a system that automatically delivers the ad to our target audience (Richmond residents and businesses) wherever they are on the internet across more than 4 million different websites (including mobile).

**Recommendation:** None. Informational only.

## 2013 MCE Community Event and Meeting Participation

	Date	Event	City
1.	1/4/13	Redeemed World.org	
2.	1/10/13	West County Chambers Super Mixer	Richmond
3.	1/14/13	Richmond Neighborhood Coordinating Council Meeting	Richmond
4.	1/15/13	Urban Tilth & Redeemed World.org	Richmond
5.	1/17/13	Asian Pacific Environmental Network (APEN)	Richmond
6.	1/17/13	Sons in Retirement (SIR)	Richmond
7.	1/21/13	Richmore Village-Metropolitan Square Neighborhood Council representatives	Richmond
8.	1/21/13	MLK Day National Service	Richmond
9.	1/23/13	Richmond Chamber of Commerce Breakfast for Business	Richmond
10.	1/24/13	MEA Advocate Meeting	San Rafael
11.	1/24/13	Sustainable San Rafael Climate Change Action Plan Meeting	San Rafael
12.	1/25/13	Redeemed World.org	
13.	1/27/13	Mindful Life Project	Richmond
14.	1/28/13	Laurel Park Neighborhood Council	Richmond
15.	1/30/13	Green Screen Youth Media	
16.	2/4/13	Mill Valley City Council Meeting	Mill Valley
17.	2/8/13	Redeemed World.org	
18.	2/12/13	February 2013 Finance & Fiscal Oversight Committee Meeting	Tiburon
19.	2/13/13	February 2013 Finance & Fiscal Oversight Committee Meeting	Tiburon
20.	2/13/13	Sons in Retirement of Richmond & East Bay	Richmond
21.	2/14/13	Sonoma Commercial Financial Panel	Sonoma
22.	2/19/13	Richmond Heights Neighborhood Council	Richmond
23.	2/20/13	Coronado Neighborhood Council Meeting	Richmond
24.	3/6/13	Media Briefing: Richmond Confidential	Richmond
25.	3/7/13	North Bay Leadership Council Meeting	Petaluma
26.	3/15/13	Concilio Latino Networking Meeting	West Contra Costa
27.	3/17/13	Richmond Council of Industries	Richmond
28.	3/18/13	Solar Equinox	San Francisco
29.	3/20/13	KGO Radio 810	
30.	3/20/13	San Jose Middle School Tree Planting	Novato
31.	3/20/13	City of Albany Sustainability Committee	Albany
32.	3/20/13	Cool The Earth	Marin
33.	3/21/13	Wilson Elementary School Spanish Presentation	Richmond
34.	3/21/13	CLAG Meeting	Richmond
35.	3/25/13	St. Marks School Presentation	Richmond
36.	3/25/13	ESL Adult Education Class	Richmond

## 2013 MCE Community Event and Meeting Participation

	Date	Event	City
37.	3/26/13	El Sobrante Rotary	Richmond
38.	3/27/13	North & East Neighborhood Council Meeting	Richmond
39.	3/27/13	Santa Rosa Democratic Club	Santa Rosa
40.	3/28/13	Richmond Annex NC	Richmond
41.	3/29/13	Peres Elementary School	Richmond
42.	3/30/13	Marin County Half Marathon	San Rafael
43.	3/30/13	Dare to DREAM Conference	San Pablo
44.	4/2/13	Green Committee Meeting	Richmond
45.	4/3/13	San Pablo Rotary	San Pablo
46.	4/5/13	Sonoma Clean Power and the Wine Industry	Sonoma
47.	4/8/13	RNCC	Richmond
48.	4/10/13	Marina Bay Neighborhood Council	
49.	4/15/13	Richmond Heights Neighborhood Council	Richmond
50.	4/16/13	Novato City Council	
51.	4/17/13	Council of Industries	Richmond
52.	4/20/13	Panhandle Annex Neighborhood Association	Richmond
53.	4/21/13	Earth Day Marin	San Rafael
54.	4/24/13	Drake Earth Day Celebration	San Anselmo
55.	4/25/13	Fairmede-Hilltop Neighborhood Council	Richmond
56.	5/2/13	Kiwanis Club Meeting	Richmond
57.	5/6/13	Richmore Village-Metropolitan Square	Richmond
58.	5/6/13	Richmond Neighborhood Council	Richmond
59.	5/17,18,19	Sausalito Film Festival	Sausalito
60.	6/22/13	Tam Jam Festival	Mill Valley



April 1, 2013

<ACCOUNT HOLDER NAME>  
<ADDRESS 1>  
<ADDRESS 2>  
<CITY><STATE><ZIP>

MCE has partnered with the City of Richmond to offer you a new clean electricity choice!

Dear {CUSTOMER},

We are pleased to inform you that your electric account(s) will be enrolled with MCE's Light Green 50% renewable energy service in July 2013—unless you choose to opt out. MCE is a public agency and not-for-profit electricity provider offering you the choice of having more of your electricity supplied from clean, renewable sources at stable and affordable rates.

The choice is yours—and there are now 3 important options you should know about:

- 1 MCE's Light Green 50% Renewable Energy offers more than twice the amount of renewable energy available from PG&E. If you take no action at all, your electric account(s) will be enrolled in MCE's Light Green service option in July 2013 on your regularly scheduled meter read date.
- 2 MCE's Deep Green 100% Renewable Energy is a voluntary program that allows customers to purchase all of their power from renewable sources for a small premium. And it's available to Richmond customers today.
- 3 You may also opt out of MCE and purchase PG&E's energy supply. To opt out, call 1 (888) 632-3674 or visit [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Please have your PG&E bill on hand because we'll need your account information to process your request.

If you choose MCE, PG&E will continue to read your meter, send your bill and provide the same power line maintenance and repair services they always have. The simple difference is that with MCE you can choose to purchase 50–100% of your electricity from clean, renewable sources such as solar, wind, water and bioenergy—compared to only 20% from PG&E.

You can expect to pay similar rates for MCE's 50% renewable energy compared to PG&E's 20% renewable energy. To see how choosing MCE will impact your bill based on your monthly usage, visit [www.mceCleanEnergy.com/rate-calculator](http://www.mceCleanEnergy.com/rate-calculator) or call us at 1 (888) 632-3674.

In addition, as a public agency and not-for-profit electricity provider, MCE reinvests a portion of your ratepayer dollars locally—meaning you'll be helping the environment and building a cleaner future for Richmond. For example, last month MCE committed to investing more than \$50,000 in Richmond's workforce training and

job development to help staff a new multifamily energy efficiency program in partnership with Rising Sun Energy Center's California Youth Energy Services program.

Remember, you don't need to do anything to be included in MCE's clean energy program. Because California State law requires programs like MCE to be run as 'opt out' programs, you'll be enrolled with MCE's Light Green service option in July 2013 unless you call or contact us online to opt up to Deep Green 100% Renewable Energy, or opt out of the program altogether.

It's your choice.

Based in San Rafael, MCE is a public agency governed by a Board of Directors made of local, elected representatives from the City of Richmond and Marin County.

For more information about MCE, to opt out, or to opt up to our Deep Green program: please call us at 1 (888) 632-3674 or visit [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com).

## MCE RESIDENTIAL TERMS AND CONDITIONS OF SERVICE

### RATES

MCE electric generation rates are stable and affordable. View our rates at [www.mceCleanEnergy.com/rates-res](http://www.mceCleanEnergy.com/rates-res) or call 1-888-632-3674 for more information. Any changes to MCE rates will be adopted at duly noticed public meetings of the Marin Energy Authority Board of Directors. PG&E will also charge MCE customers a Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge. Please visit our website or contact PG&E for more information.

### BILLING

You will receive a single monthly bill from PG&E which will include all of your electric charges. MCE customers do not pay duplicate charges for electricity. PG&E's charges for transmission, distribution, and public goods programs will still apply at the same rates they would otherwise charge you. MCE charges will appear on your PG&E bill to cover the cost of procuring electricity on your behalf, called generation. MCE's generation charge replaces PG&E's generation charge. PG&E will no longer charge you for generation.

### ENROLLMENT

California State Assembly Bill 117, passed and signed into law in 2002, requires that MCE automatically enroll customers. MCE is now the default electricity provider in Marin County and the City of Richmond. You will be enrolled with MCE's Light Green 50% renewable energy service in July 2013 on your regularly scheduled meter read date unless you choose to opt out. You may request to opt out at any time. You may also choose Deep Green 100% renewable energy. To opt out, or to sign up for Deep Green, please call 1-888-632-3674 or visit [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Please have your PG&E bill on hand so that we may process your request.

### OPT OUT

You may request to opt out of MCE at any time by calling 1-888-632-3674 or by visiting [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Please have your PG&E bill on hand so that we may process your request. If you do not opt out within 60 days after the start of service with MCE you will be subject to the payment of a one-time \$5 (residential) termination fee, will not have the option to return to MCE for one year, and will be subject to PG&E's terms and conditions of service. For information on PG&E's terms and conditions visit [www.marincleanenergy.com/terms](http://www.marincleanenergy.com/terms). You will not be charged a termination fee if you opt out within the first 60 days after your enrollment with MCE or if you cancel electric service. You will be charged for all electricity procured by MCE on your behalf prior to the cancellation or transfer of electric service to PG&E. Accounts will be transferred to PG&E on the day of the electric account meter read and cannot be transferred during a billing cycle. In order for your opt out request to be processed on your next meter read date, your request must be received 5 business days prior to the meter read date.

### FAILURE TO PAY

MCE may transfer your account to PG&E upon 14 calendar days' written notice to you if you fail to pay any portion of the MCE charges on your bill. If your service is transferred you will be required to pay the termination fee described above.



Abril 1, 2013

<ACCOUNT HOLDER NAME>  
<ADDRESS 1>  
<ADDRESS 2>  
<CITY><STATE><ZIP>

MCE se ha asociado con la ciudad de Richmond para ofrecerle a usted a nueva opción de electricidad limpia!

Estimado {CUSTOMER},

Nos complace informarle que su(s) cuenta(s) de electricidad estará(n) inscrita(s) al servicio de energía renovable (limpia) 50 % Verde Claro de MCE en julio del 2013, a menos que decida no participar (opt out). MCE es una agencia publica, sin animo de lucro, que le ofrece la opción de que la electricidad que le sea suministrada provenga de fuentes limpias, renovables y bajo tarifas estables y asequibles.

**Usted elige. Ahora hay tres opciones importantes de las que se debe enterar:**

- 1 MCE energía renovable Verde Claro 50% le ofrece mas del doble de la cantidad de energía renovable ofrecida por PG&E. Si usted no hace nada en absoluto, su cuenta de electricidad sera inscrita automáticamente en el servicio MCE Verde Claro en julio del 2013 en la fecha de lectura de su medidor regularmente fijada.
- 2 MCE's energía renovable Verde Fuerte 100% es un programa voluntario que le permite a sus clientes el poder comprar la totalidad de su energía de fuentes renovables por una pequeña cantidad de dinero. Y ya esta disponible para los clientes de Richmond.
- 3 Usted también puede decidir no participar (opt out) en MCE y obtener su electricidad de PG&E. Para no participar (opt out) solo llame al 1 (888) 632-3674 o visite nuestro sitio web [mceCleanEnergy.com](http://mceCleanEnergy.com). Por favor tenga a mano su recibo de PG&E porque necesitaremos la información de su cuenta para procesar su solicitud.

Aunque usted escoja MCE, PG&E continuara leyéndole su medidor, enviándole su recibo y proporcionándole el mismo servicio de mantenimiento y reparación que siempre ha recibido. La única diferencia es que con MCE usted puede escoger comprar entre 50% o 100% de su electricidad proveniente de fuentes renovables como la solar, el viento, el agua o de la bioenergía, comparado con tan solo el 20% que le ofrece PG&E.

Usted puede esperar pagar tarifas similares por el 50% de energía renovable de MCE en comparación con el 20% energia renovable de PG&E. Para entender el impacto que MCE tendrá en su recibo, basado en su consumo mensual, visite [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com) o llame al 1 (888) 632-3674.

Además, como agencia pública sin animo de lucro, MCE reinvierte una parte del dinero de los contribuyentes a nivel local - lo que significa que usted, al mismo tiempo, estará ayudando al medio ambiente más limpio y un mejor futuro para Richmond. Por ejemplo, el pasado mes MCE ha comprometido a invertir más de \$50.000 en la formación de los trabajadores de Richmond y desarrollo laboral para ayudar al personal a un nuevo programa multifamiliar de eficiencia energética en asociación con California Rising Sun Energy Center, un programa de servicios de energía para la juventud en California.



Recuerde, usted no tiene que hacer nada para ser incluido en el programa de energía limpia de MCE. Debido a que la ley del estado de California requiere que los programas como el nuestro que se realicen como programa "opt out", se le inscribirá con la opción MCE Verde Claro de forma automática a partir julio de 2013 a no ser de que usted nos llame o nos escriba un correo electrónico pidiendo "opt up" subir al programa MEA energía renovable Verde Fuerte 100% o para "opt out" ósea, salirse del todo de MCE y continuar con PG&E.

Usted elige.

Con sede en San Rafael, MCE se rige por una Junta de Directores, formada por representantes locales elegidos de la Ciudad de Richmond y del condado de Marin.

Para más información acerca de MCE, como no participar o para elegir nuestro programa Verde Fuerte; por favor llame al 1 (888) 632-3674 o visite [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com).

## TÉRMINOS Y CONDICIONES DEL SERVICIO DE MCE

### TARIFAS

MCE tarifas de generación de electricidad son estables y asequibles. Vea nuestras tarifas en [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com) o llame al 1-888-632-3674 para más información. Cualquier cambio en las tarifas de MCE será apropiadamente notado en las sesiones públicas de la Junta Directiva de la Autoridad de Energía de Marin. PG&E también hará un cobro de Ajuste de Indiferencia de electricidad (Power Charge Indifference Adjustment- PCIA) y un cobro de Cargo de Franquicia (Franchise Fee Charge). Por favor, visite nuestro sitio web o hable con PG&E para más información.

### FACTURACIÓN

Usted recibirá una sola factura mensual de PG&E, que incluirá todos los cobros de electricidad. Los clientes de MCE no pagan cargos duplicados por la electricidad. Los cobros de transmisión, distribución y programas de bienes públicos se seguirán aplicando a las mismas tarifas que de otra manera ya se cobran. Los cobros de MCE aparecerán en su factura de PG&E para cubrir el costo de adquisición de la electricidad en su nombre, llamado Generación. El cobro MCE Generación reemplaza el cobro de PG&E Generación. PG & E ya no le cobra por la generación.

### INSCRIPCIÓN

El Proyecto de Ley 117 de la Asamblea del Estado de California que fue aprobado y firmado en la ley del 2002, requiere que MCE inscriban a sus clientes automáticamente. MCE es ahora el proveedor de electricidad predeterminado en la ciudad Richmond y en Marin County. Usted será inscrito automáticamente en la opción de servicio del 50% de energía renovable Verde Claro de MCE en Julio de 2013. Usted puede optar por el servicio Verde Fuerte 100% energía renovable, en cualquier momento. Para ello, solo llámenos al 1-888-632-3674 o visite [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Recuerde de tener con usted la factura de PG&E para poder procesar su solicitud.

### EXCLUSIÓN/OPT OUT

Usted puede además optar salirse de MCE en cualquier momento llamando al 1-888-632-3674 o visitando [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Si ud. se sale dentro de los 60 días siguientes al inicio del servicio con MCE ud. se evitará pagar una cuota única de \$5 (residencial) de cobro de finalización y al hacerlo no podrá volver a MCE por un año y estará sujeto a los términos y condiciones de servicio de PG&E. Recuerde, que no se le cobrará ningún cargo de finalización si opta por salirse dentro de los primeros 60 días después de la iniciación del servicio con MCE o si usted decide terminar el servicio eléctrico. La cuenta será transferida a PG&E el día que el medidor (meter) sea leído. No podrá ser transferida durante el ciclo de facturación. Para que podamos procesar su solicitud de exclusión (opt out) en su próxima fecha de la lectura del meter, su solicitud deberá ser recibida 5 días hábiles antes de la fecha de la lectura del medidor.

### FALTA DE PAGO

MCE puede transferir su cuenta a PG&E, previa notificación de 14 días regulares si usted no paga cualquier porción de los cargos en su factura de MCE. Si su servicio es transferido usted tendrá que pagar la tarifa de terminación descrita anteriormente.



April 1, 2013

<ACCOUNT HOLDER NAME>  
<ADDRESS 1>  
<ADDRESS 2>  
<CITY><STATE><ZIP>

MCE has partnered with the City of Richmond to offer you a new clean electricity choice!

Dear {CUSTOMER},

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The choice is yours—and there are now 3 important options you should know about:

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- 2 MCE's Deep Green 100% Renewable Energy is a voluntary program that allows customers to purchase all of their power from renewable sources for a small premium. And it's available to Richmond customers today.
- 3 You may also opt out of MCE and purchase PG&E's energy supply. To opt out, call 1 (888) 632-3674 or visit [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Please have your PG&E bill on hand because we'll need your account information to process your request.

If you choose MCE, PG&E will continue to read your meter, send your bill and provide the same power line maintenance and repair services they always have. The simple difference is that with MCE you can choose to purchase 50–100% of your electricity from clean, renewable sources such as solar, wind, water and bioenergy—compared to only 20% from PG&E.

You can expect to pay similar rates for MCE's 50% renewable energy compared to PG&E's 20% renewable energy. In many cases, commercial customers see an overall savings on their electric bills. To see how choosing MCE will impact your bill based on your monthly usage, visit [www.mceCleanEnergy.com/rates-com](http://www.mceCleanEnergy.com/rates-com) or call us at 1 (888) 632-3674.

At MCE, we believe success is a 2-way street and choosing MCE will help build customer loyalty for your business. Competition is healthy for the marketplace and that's why we provide a better, greener product at competitive rates. More and more consumers are looking for products sold by businesses that value their customers and the environment. If you choose MCE we can help promote your business as a local, green

leader and encourage the thousands of people in our network to thank you through their trade.

In addition, as a not-for-profit public agency, MCE reinvests a portion of your ratepayer dollars locally—meaning you'll be helping the environment and building a cleaner future for Richmond. For example, last month MCE committed to investing more than \$50,000 in Richmond's workforce training and job development to help staff a new multifamily energy efficiency program in partnership with Rising Sun Energy Center's California Youth Energy Services program.

Remember, you don't need to do anything to be included in MCE's clean energy program. Because California State law requires programs like MCE to be run as 'opt out' programs, you'll be enrolled with MCE's Light Green service option in July 2013 unless you call or contact us online to opt up to Deep Green 100% Renewable Energy, or opt out of the program altogether.

It's your choice.

Based in San Rafael, MCE is a public agency governed by a Board of Directors made of local, elected representatives from the City of Richmond and Marin County.

For more information about MCE, to opt out, or to opt up to our Deep Green program: please call us at 1 (888) 632-3674 or visit [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com).

## MCE COMMERCIAL TERMS AND CONDITIONS OF SERVICE

### RATES

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### BILLING

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### OPT OUT

You may request to opt out of MCE at any time by calling 1-888-632-3674 or by visiting [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Please have your PG&E bill on hand so that we may process your request. If you do not opt out within 60 days after the start of service with MCE you will be subject to the payment of a one-time \$25 (commercial) termination fee, will not have the option to return to MCE for one year, and will be subject to PG&E's terms and conditions of service. For information on PG&E's terms and conditions visit [www.marincleanenergy.com/terms](http://www.marincleanenergy.com/terms). You will not be charged a termination fee if you opt out within the first 60 days after your enrollment with MCE or if you cancel electric service. You will be charged for all electricity procured by MCE on your behalf prior to the cancellation or transfer of electric service to PG&E. Accounts will be transferred to PG&E on the day of the electric account meter read and cannot be transferred during a billing cycle. In order for your opt out request to be processed on your next meter read date, your request must be received 5 business days prior to the meter read date.

### FAILURE TO PAY

MCE may transfer your account to PG&E upon 14 calendar days' written notice to you if you fail to pay any portion of the MCE charges on your bill. If your service is transferred you will be required to pay the termination fee described above.



Abril 1, 2013

<ACCOUNT HOLDER NAME>  
<ADDRESS 1>  
<ADDRESS 2>  
<CITY><STATE><ZIP>

MCE se ha asociado con la ciudad de Richmond para ofrecerle a usted a nueva opción de electricidad limpia!

Estimado {CUSTOMER},

Nos complace informarle que su(s) cuenta(s) de electricidad estará(n) inscrita(s) al servicio de energía renovable (limpia) 50 % Verde Claro de MCE en julio del 2013, a menos que decida no participar (opt out). MCE es una agencia publica, sin animo de lucro, que le ofrece la opción de que la electricidad que le sea suministrada provenga de fuentes limpias, renovables y bajo tarifas estables y asequibles.

**Usted elige. Ahora hay tres opciones importantes de las que se debe enterar:**

- 1 MCE energía renovable Verde Claro 50% le ofrece mas del doble de la cantidad de energía renovable ofrecida por PG&E. Si usted no hace nada en absoluto, su cuenta de electricidad sera inscrita automáticamente en el servicio MCE Verde Claro en julio del 2013 en la fecha de lectura de su medidor regularmente fijada.
- 2 MCE's energía renovable Verde Fuerte 100% es un programa voluntario que le permite a sus clientes el poder comprar la totalidad de su energía de fuentes renovables por una pequeña cantidad de dinero. Y ya esta disponible para los clientes de Richmond.
- 3 Usted también puede decidir no participar (opt out) en MCE y obtener su electricidad de PG&E. Para no participar (opt out) solo llame al 1 (888) 632-3674 o visite nuestro sitio web [mceCleanEnergy.com](http://mceCleanEnergy.com) Por favor tenga a mano su recibo de PG&E porque necesitaremos la información de su cuenta para procesar su solicitud.

Aunque usted escoja MCE, PG&E continuara leyéndole su medidor, enviándole su recibo y proporcionándole el mismo servicio de mantenimiento y reparación que siempre ha recibido. La única diferencia es que con MCE usted puede escoger comprar entre 50% o 100% de su electricidad proveniente de fuentes renovables como la solar, el viento, el agua o de la bioenergía, comparado con tan solo el 20% que le ofrece PG&E.

Usted puede esperar pagar tarifas similares por el 50% de energía renovable de MCE en comparación con el 20% energia renovable de PG&E. En muchas ocasiones, dueños de empresas logran ahorrar en la totalidad de su recibo de le electricidad. Para entender el impacto que MCE tendrá en su recibo, basado en su consumo mensual, visite [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com) o llame al 1 (888) 632-3674.

En MCE, creemos que el éxito debe beneficiar todas partes, y eligiendo MCE ayudara a crear lealtad hacia su empresa. La competencia es buena para el mercado y es por eso que nosotros ofrecemos un producto mejor y mas verde a tarifas competitivas. Mas y mas clientes esta buscando productos vendidos por empresas interesadas en sus clientes y en el medio ambiente, al mismo tiempo. Si usted elige MCE nosotros podremos

destacar su empresa como un líder local y verde, y fomentar a miles de personas de nuestra red a agradecer a través del comercio.

Además, como agencia pública sin ánimo de lucro, MCE reinvierte una parte del dinero de los contribuyentes a nivel local - lo que significa que usted, al mismo tiempo, estará ayudando al medio ambiente más limpio y un mejor futuro para Richmond. Por ejemplo, el pasado mes MCE ha comprometido a invertir más de \$50.000 en la formación de los trabajadores de Richmond y desarrollo laboral para ayudar al personal a un nuevo programa multifamiliar de eficiencia energética en asociación con California Rising Sun Energy Center, un programa de servicios de energía para la juventud en California.

Recuerde, usted no tiene que hacer nada para ser incluido en el programa de energía limpia de MCE. Debido a que la ley del estado de California requiere que los programas como el nuestro que se realicen como programa "opt out", se le inscribirá con la opción MCE Verde Claro de forma automática a partir julio de 2013 a no ser de que usted nos llame o nos escriba un correo electrónico pidiendo "opt up" subir al programa MEA energía renovable Verde Fuerte 100% o para "opt out" ósea, salirse del todo de MCE y continuar con PG&E.

Usted elige.

Con sede en San Rafael, MCE se rige por una Junta de Directores, formada por representantes locales elegidos de la Ciudad de Richmond y del condado de Marin.

Para más información acerca de MCE, como no participar o para elegir nuestro programa Verde Fuerte; por favor llame al 1 (888) 632-3674 o visite [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com).

## TÉRMINOS Y CONDICIONES DEL SERVICIO DE MCE

### TARIFAS

MCE tarifas de generación de electricidad son estables y asequibles. Vea nuestras tarifas en [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com) o llame al 1-888-632-3674 para más información. Cualquier cambio en las tarifas de MCE será apropiadamente notado en las sesiones públicas de la Junta Directiva de la Autoridad de Energía de Marin. PG&E también hará un cobro de Ajuste de Indiferencia de electricidad (Power Charge Indifference Adjustment- PCIA) y un cobro de Cargo de Franquicia (Franchise Fee Charge). Por favor, visite nuestro sitio web o hable con PG&E para más información.

### FACTURACIÓN

Usted recibirá una sola factura mensual de PG& E, que incluirá todos los cobros de electricidad. Los clientes de MCE no pagan cargos duplicados por la electricidad. Los cobros de transmisión, distribución y programas de bienes públicos se seguirán aplicando a las mismas tarifas que de otra manera ya se cobran. Los cobros de MCE aparecerán en su factura de PG&E para cubrir el costo de adquisición de la electricidad en su nombre, llamado Generación. El cobro MCE Generación reemplaza el cobro de PG&E Generación. PG & E ya no le cobra por la generación.

### INSCRIPCIÓN

El Proyecto de Ley 117 de la Asamblea del Estado de California que fue aprobado y firmado en la ley del 2002, requiere que MCE inscriban a sus clientes automáticamente. MCE es ahora el proveedor de electricidad predeterminado en la ciudad Richmond y en Marin County. Usted será inscrito automáticamente en la opción de servicio del 50% de energía renovable Verde Claro de MCE en Julio de 2013. Usted puede optar por el servicio Verde Fuerte 100% energía renovable, en cualquier momento. Para ello, solo llámenos al 1-888-632-3674 o visite [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Recuerde de tener con usted la factura de PG&E para poder procesar su solicitud.

### EXCLUSIÓN/OPT OUT

Usted puede además optar salirse de MCE en cualquier momento llamando al 1-888-632-3674 o visitando [www.mceCleanEnergy.com](http://www.mceCleanEnergy.com). Si ud. se sale dentro de los 60 días siguientes al inicio del servicio con MCE ud. se evitará pagar una cuota única de \$25 (comercial) de cobro de finalización y al hacerlo no podrá volver a MCE por un año y estará sujeto a los términos y condiciones de servicio de PG&E. Recuerde, que no se le cobrará ningún cargo de finalización si opta por salirse dentro de los primeros 60 días después de la iniciación del servicio con MCE o si usted decide terminar el servicio eléctrico. La cuenta será transferida a PG&E el día que el medidor (meter) sea leído. No podrá ser transferida durante el ciclo de facturación. Para que podamos procesar su solicitud de exclusión (opt out) en su próxima fecha de la lectura del meter, su solicitud deberá ser recibida 5 días hábiles antes de la fecha de la lectura del medidor.

### FALTA DE PAGO

MCE puede transferir su cuenta a PG&E, previa notificación de 14 días regulares si usted no paga cualquier porción de los cargos en su factura de MCE. Si su servicio es transferido usted tendrá que pagar la tarifa de terminación descrita anteriormente.





Dameion D. King, Publisher  
Redeemed World Magazine



# It's Richmond's time for a clean energy choice.

Richmond is the City of Pride and Purpose—a place of innovation.

MCE is helping our forward momentum by investing in our future, and providing new choices for cleaner energy. Now is the time to invest in Richmond's growth.

Look for MCE mailers to learn about your clean energy options.

**What's *your* choice?**

**mceCleanEnergy.com | 1 (888) 632-3674**



Timber Manhart, Owner  
Catahoula Coffee Co., Richmond



# 100% clean energy? It's your choice.

Catahoula Coffee Company chose to "opt up" to MCE's Deep Green 100% clean energy, because we care about quality—our beans, our brew, and the air we all breathe.

Anyone in Richmond can choose from MCE's two clean energy options. Look for MCE mailers to learn more.

**What's *your* choice?**

**mceCleanEnergy.com | 1 (888) 632-3674**

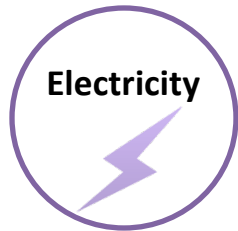


# Regulatory Update



- MEA Procurement Requirements
- Overview of MEA Capacity Procurement
- Overview of Cost Allocation Mechanism (CAM) Procurement
- Discussion of Next Steps in the Long Term Procurement Plan Proceeding Related to CAM

# MEA Procurement Requirements



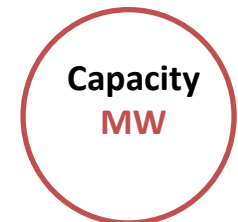
## Electricity:

Amount needed to meet customer demand



## Green Attributes:

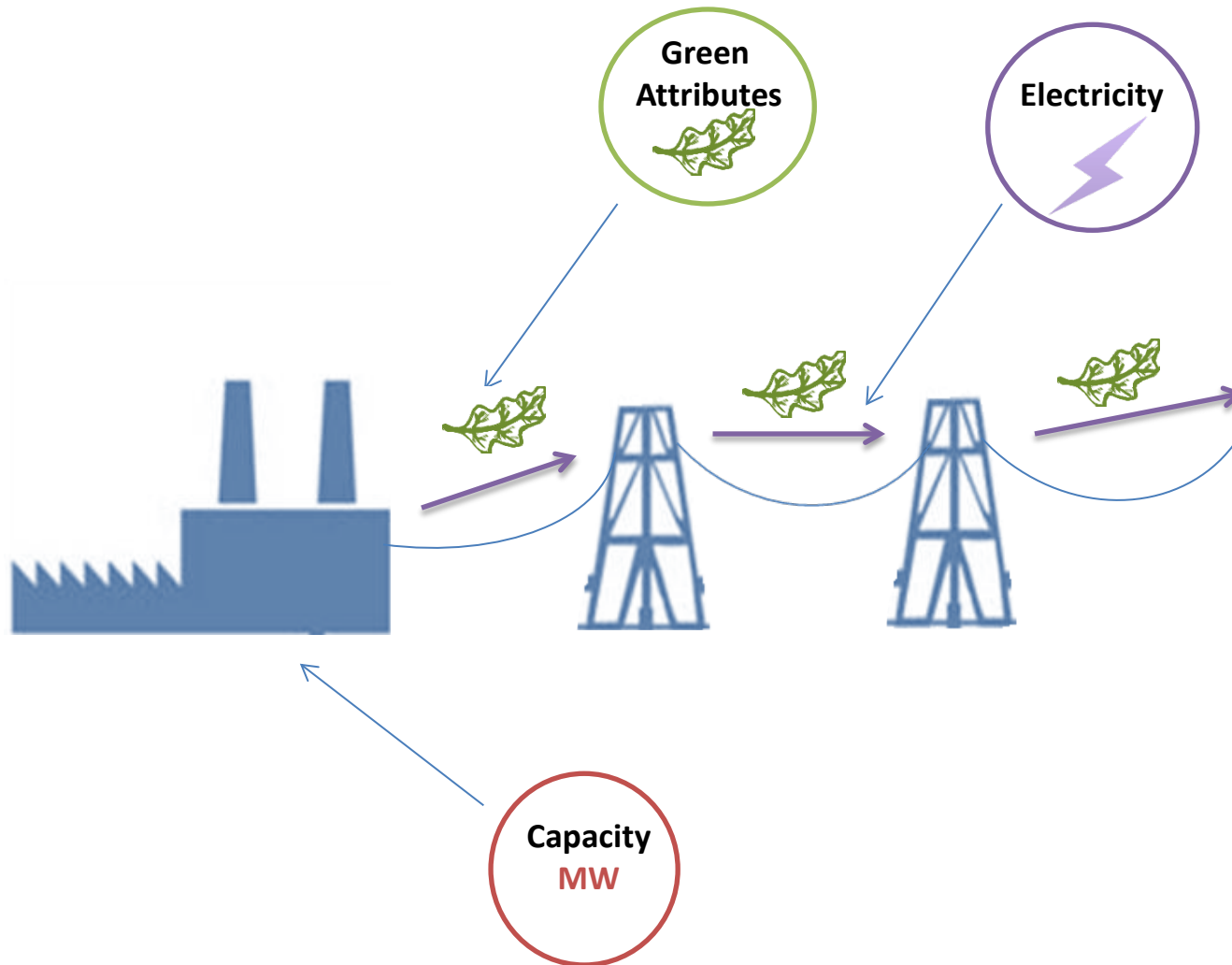
Renewables used to meet state Renewable Portfolio (RPS) requirements



## Capacity or “Resource Adequacy” (RA):

Capacity to serve all customers plus a 15% reserve margin

# MEA Example: Geothermal Plant



# Capacity or 'Resource Adequacy' (RA)

"MEA meets the state's resource adequacy standards by procuring qualifying capacity necessary to meet MEA's overall peak demand plus a 15% reserve margin and by ensuring that the mandated proportion of such capacity resources are procured from local reliability areas defined by the CAISO.

**MEA has commitments for the entirety of its resource adequacy capacity requirements through 2014 and a portion through 2015.** In addition, MEA has long term capacity rights under several of its power purchase agreements with renewable generators that provide a portion of MEA's post 2014 local resource adequacy needs."

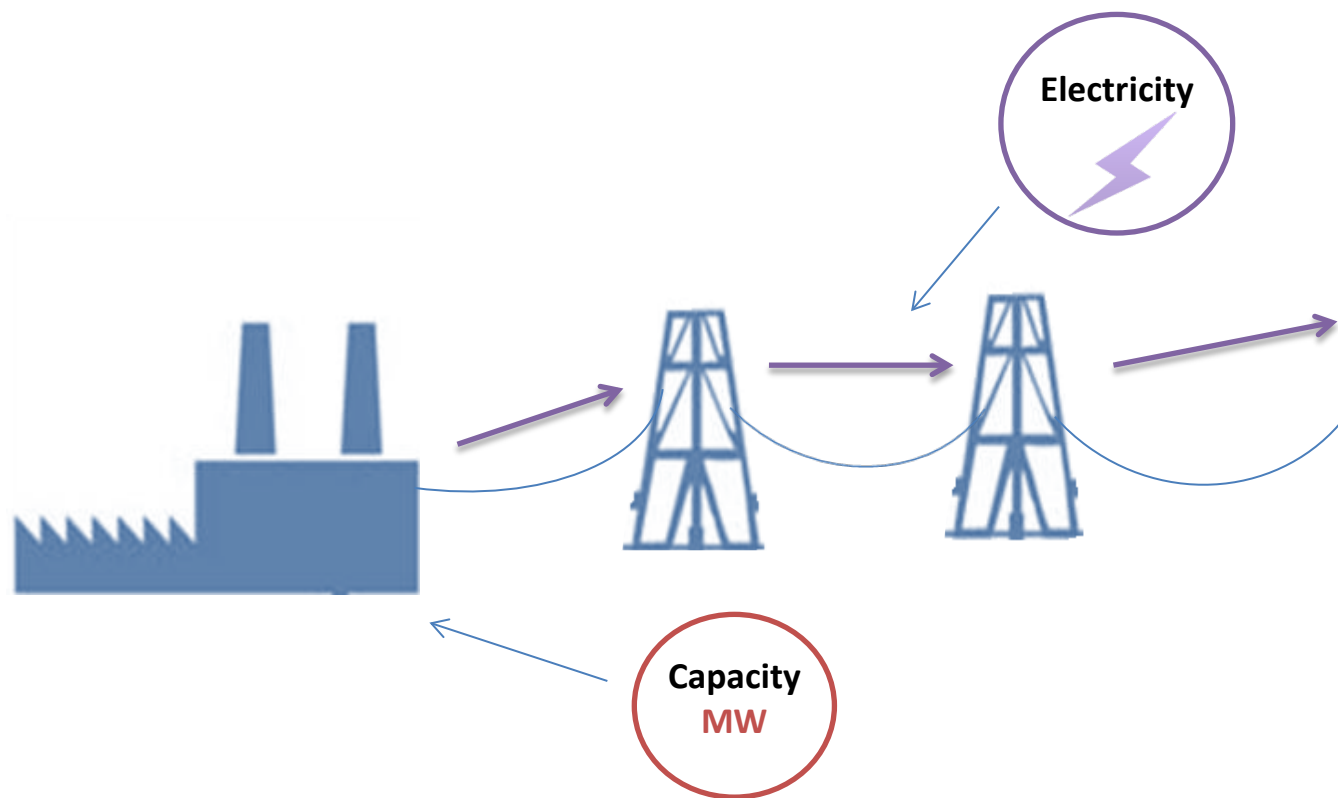
- Excerpt from MEA Integrated Resource Plan (November 2012)

# What is the Cost Allocation Mechanism or 'CAM'?

- CPUC authorizes PG&E to procure resource adequacy capacity on behalf of MEA; the costs of those resources are paid for by MEA customers
- MEA is not a party to such contracts for capacity and cannot control pricing, but MEA customers must nonetheless bear the costs
- MEA does not have procurement autonomy when CAM is used



# CAM Example: Natural Gas Plant



PG&E enters into a power purchase agreement with a natural gas facility.

1. PG&E sells the electricity to its bundled customers.
2. PG&E sells the capacity to bundled and unbundled customers; MEA gets a *pro rata* share of capacity.

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Bundled Customer: a customer who receives transmission, distribution and generation services from PG&E

Unbundled Customer: a customer who receives generation services from another (CCA or DA) provider

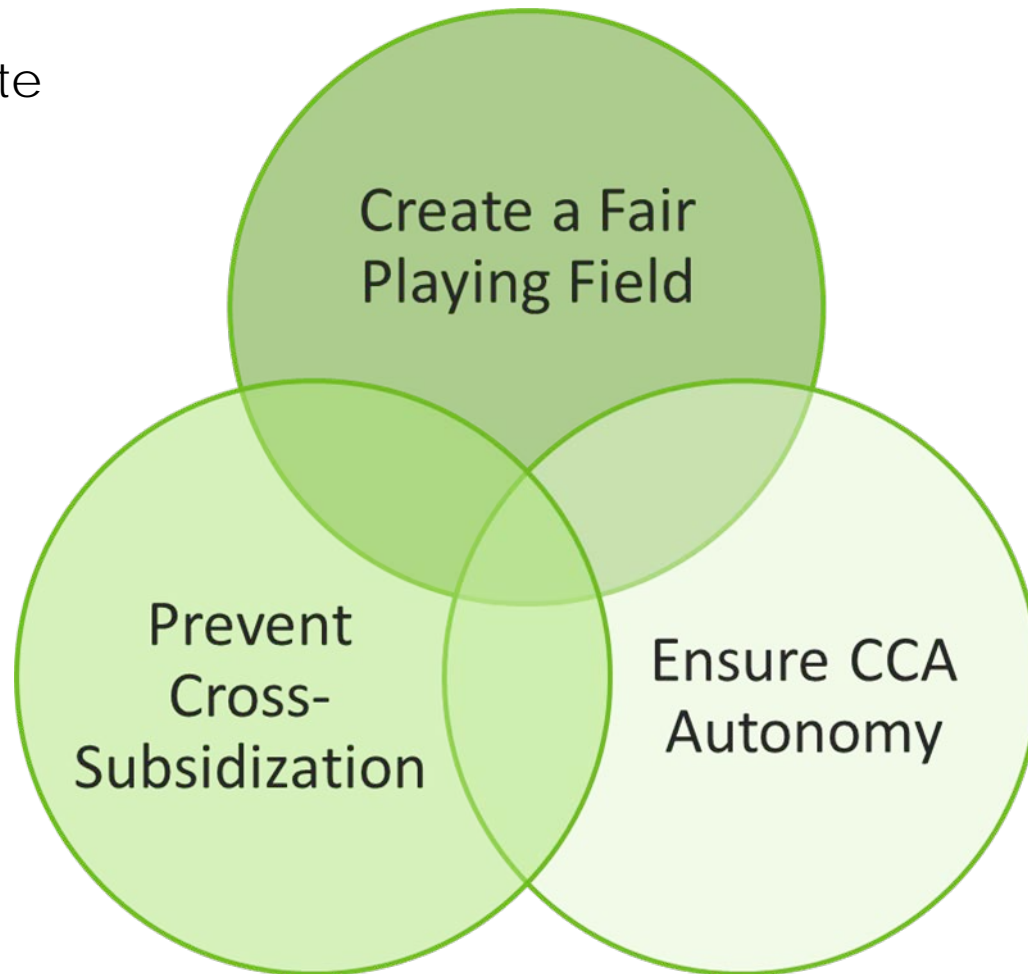
# When can the CPUC Authorize CAM Treatment?

To authorize CAM treatment of a resource the CPUC shall:

1. Ensure that those resources meet a system or local reliability need in a manner that benefits all customers of the electrical corporation.
2. Allocate the costs of those generation resources to ratepayers in a manner that is fair and equitable to all customers, whether they receive electric service from the electrical corporation, a community choice aggregator, or an electric service provider.

# Why are there Problems with CAM?

Legislative Mandate  
(SB790) Requires:



# Problems with CAM:

1. Imposes costs on MEA customers which cannot be reviewed by MEA
2. MEA is not permitted to choose different or lower cost resources
3. MEA is not in control of timing of these resources, (e.g. if and when CAM will be applied, online and offline dates)
4. This results in MEA over-purchasing capacity
5. CAM should be a limited tool for the CPUC, but has been used in an almost unlimited way

# Next Steps for MEA on CAM

A scoping memo was issued in CPUC Track 3 of the Long Term Procurement Plan (LTPP) Proceeding. The scope of this phase of the proceeding will include an evaluation of:

*“Changes to the Commission’s adopted Cost Allocation Mechanism (CAM) per Senate Bill (SB) 695, SB 790, Decision 11-05-005 and relevant previous decisions”*

# Scoping Memo Takes Note of MEA Issues:

- Is the CAM currently implemented in a manner that is sufficiently transparent or least cost?
- At what stage in procurement should procurement be deemed CAM eligible, and what criteria should govern Commission decision regarding CAM allocation?
- Should the CAM rules be differentiated to best account for benefit and cost allocation among community-choice aggregators and electric-service providers, based on their different business models or portfolio of other contracts? If so, how?

Questions or Comments?





## REGULATORY WORKSHOP

### KEY LEGISLATION AND GLOSSARY OF TERMINOLOGY AND ACRONYMS

MEA TECHNICAL COMMITTEE MEETING  
FEBRUARY 21, 2012

#### **Key Legislation:**

##### **AB 32 – Assembly Bill 32, the Global Warming Solutions Act of 2006**

AB 32 is an environmental law in California that establishes a timetable to bring California into near compliance with the provisions of the Kyoto Protocol.

##### **AB 117 – Assembly Bill 117, Community Choice Aggregation Enabling Legislation**

AB 117 is the California legislation passed in 2002 that enabled community choice aggregation, authored by then Assemblywoman Carole Migden.

##### **SB 790 – SB 790, Charles McGlashan Community Choice Aggregation Act**

SB 790, authored by state Senator Mark Leno, was passed in 2012. This bill institutes a code of conduct, associated rules, and enforcement procedures for IOUs' regarding how they interact with CCA. This bill also clarified a CCA's equal right to participating in ratepayer-funded energy efficiency programs.

##### **SB (1X) 2 – Senate Bill 2 (1st Extd. Session) California Renewable Energy Resources Act**

SB (1X) 2 was approved in April of 2011 to expand upon previous RPS legislation. It raised the statewide RPS procurement target to 33% by 2020 and also includes interim procurement targets, new RPS content categories, and limitations. All IOUs, CCAs, ESPs, and POUs are all required to meet these procurement goals (with certain exceptions). The CPUC is addressing the implementation of SB (1X) 2 through its rulemaking process (R.11-05-005).

#### **Terminology:**

**Bundled Customers** receive both their electricity generation and distribution services from the same entity, typically the resident IOU.

**Unbundled Customers** receive their electricity generation and distribution services from separate entities. Customers of MEA are considered unbundled customers because they purchase their electricity generation for MEA and their electricity distribution from PG&E.



**Key Acronyms:****CAISO – California Independent System Operator**

The CAISO maintains reliability and accessibility to the California transmission grid. The CAISO manages, but does not own, the transmission system and oversees grid maintenance.

**CAM – Cost Allocation Mechanism**

CAM is a mechanism for passing through RA-related procurement costs within an IOU's service territory. In cases where there is a system or local reliability need, the Commission may authorize an IOU to procure RA on behalf of other LSEs and to recover the related capacity costs through a NBC.

**CARB – California Air Resources Board**

CARB was established by California's Legislature in 1967 to: 1) attain and maintain healthy air quality; 2) conduct research to determine the causes of and solutions to air pollution; and 3) address the issue of motor vehicles emissions.

**CCA – Community Choice Aggregation**

CCA allows cities and counties to aggregate the buying power of individual customers within a defined jurisdiction in order to secure alternative energy supply. MEA is the only operational CCA in California.

**CEC – California Energy Commission**

The CEC is California's primary energy policy and planning agency. It has responsibility for activities that include forecasting future energy needs, promoting energy efficiency through appliance and building standards, and supporting renewable energy technologies.

**CHP – Combined Heat and Power**

CHP (also referred to as Cogeneration) is the use of a heat engine or a power station to convert waste heat (usually steam) into additional electricity. Not necessarily considered renewable energy, CHP is still encouraged by state policy and regulations because it is more energy efficient than conventional power generation systems.

**CIA – Conservation Incentive Adjustment**

The CIA is a NBC unrelated to generation, transmission or distribution. This rate design will be implemented in the PG&E service territory in July 2012 and will result in flat generation and distribution rates, and a tiered CIA charge.

**CPUC – California Public Utilities Commission**

The CPUC, also simply called the Commission, is the entity that regulates privately-owned utilities in the state of California, including electric power, telecommunications, natural gas and water companies. The CPUC has limited jurisdiction over CCAs.

**DA – Direct Access**

DA is an option that allows eligible customers to purchase their electricity directly from competitive ESPs. There are legislatively mandated caps on DA that have gradually increased since the energy crisis. Large energy users in particular seek the cost certainty associated with being on DA service.

**DG – Distributed Generation**

DG refers to small, modular power sources sited at the point of power consumption. One example of residential distributed generation is an array of solar panels installed on a home's roof.

**ESP – Electricity Service Provider**

ESPs are non-utility entities that offer DA electric service to customers within the service territory of an electric utility. ESPs share various regulatory interests with CCAs because the customers of both types of entities face departing load charges through the PCIA and other non-bypassable charges.

**FIT – Feed-In Tariff**

FITs are long-term, standard-offer, must-take contracts offered by electricity retailers to small-scale renewable developers for the procurement of DG renewable energy. MCE currently offers a FIT.

**IOU – Investor Owned Utility**

IOU refers to an electric utility provider that is a private company, owned by shareholders. The three largest IOUs in California are Pacific Gas and Electric (PG&E), Southern California Edison (SCE) and San Diego Gas and Electric (SDG&E).

**LSE – Load Serving Entity**

LSEs are a categorization term that refers to IOUs, ESPs, CCAs, and any other entity serving electricity load to end-use or wholesale customers. POUs are excluded from this categorization.

**NBC – Non-Bypassable Charge**

NBCs are line item charges that all distribution customers (both Bundled and Unbundled) must pay. Types of NBCs include transmission access charges and nuclear power plant decommissioning costs.

**NEM – Net Energy Metering**

NEM allows a customer to be credited when their renewable generation system generates more power than is used on site. The customer continues to pay for electricity when more power is used on site than the system produces.

**PCIA – Power Charge Indifference Adjustment**

The PCIA is an “exit fee” imposed on departing load that is intended to protect bundled utility customers. When customers leave bundled service to purchase electricity from an alternative supplier, such as MEA, the IOU, who had previously contracted for generation to serve these customers on a going-forward basis, is able to charge these departing customers the above market costs of that power.

**POU – Publicly Owned Utility**

POUs are locally publically owned electric utilities that are administered by a board of publically appointed representatives (similar to a CCA). POU's are not within the jurisdiction of the CPUC, and are thus subject to different regulation and enforcement than IOUs, CCAs, and ESPs.

**PV – Photovoltaic**

PV is solar electric generation by conversion of light into electrons. The most commonly known form of solar electric power is roof panels on homes.

**RA – Resource Adequacy**

RA refers to a statewide mandate for all LSEs to procure a certain quantity of electricity resources that will ensure the safe and reliable operation of the grid in real time. RA also provides incentives for the siting and construction of new resources needed for reliability in the future.

**RPS – Renewable Portfolio Standard**

The RPS was created in 2002 under Senate Bill 1078 was most recently modified by SB (1X) 2 (2011). RPS requires that electricity providers meet certain minimum RPS requirements over time, and no less than 33% RPS by 2020.



## REGULATORY UPDATE SUMMARY OF PROCEEDINGS

MEA BOARD MEETING – APRIL 4, 2013

### CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC)

#### Petition for Rulemaking – Cost Allocation

#### 1) Petition for Rulemaking on Cost Allocation Issues ..... P.12-12-010

<u>MEA's Interest:</u>	MEA has petitioned the CPUC to start a proceeding in which cost allocation, cross-subsidization and non-bypassable charge issues will be addressed.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Commission to determine whether to institute a new rulemaking as requested.	

#### CCA-Related Proceedings

#### 2) Direct Access and CCA Billing ..... A.11-12-009

<u>MEA's Interest:</u>	Address CCA cost allocation issues related to fees charged by PG&E for services provided to CCAs.	
<u>Actions Taken:</u>	- Proposed Decision Issued regarding DA and CCA Service Fees	March 18
<u>Next Steps:</u>	- Comments on Proposed Decision regarding DA and CCA Service Fees	April 8
	- Reply Comments on Proposed Decision	April 15
	- Decision on Commission Agenda	[April 18]

#### 3) Code of Conduct CCA Proceeding – SB 790 ..... R.12-02-009

<u>MEA's Interest:</u>	Addresses requirements set forth in SB 790 for the commission to consider and adopt a Code of Conduct applicable to IOUs.	
<u>Actions Taken:</u>	- IOUs must file advice letters indicating whether or not they plan to market against CCAs	No later than March 31
<u>Next Steps:</u>	-	

**Renewables and Greenhouse Gas and General Requirement Proceedings****4) Energy Storage .....R.10-12-007**

<u>MEA's Interest:</u>	This Phase 2 would “develop the costs and benefits for [energy storage systems] and establish how they should be allocated.”	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Proposed Decision	[September]

**5) GHG Costs (AB 32 Implementation) .....R.11-03-012**

<u>MEA's Interest:</u>	MEA will monitor this new Commission rulemaking which will address potential utility cost and revenue issues associated with greenhouse gas (GHG) emissions.	
<u>Actions Taken:</u>	<u>Track 1: GHG Revenue – Implementation Plans</u> - Opening Comments on Large Utilities' Plan March 11 - PG&E Advice Letter 4203-E implementing Customer Outreach and Implementation for Cap-and Trade for 2013 March 18 - Reply Comments on Large Utilities' Plan March 22	
<u>Next Steps:</u>	<u>Track 1: GHG Allowance Revenue Allocation</u> - Awaiting Commission action on MEA Petition for Modification <u>Track 1: GHG Revenue – Implementation Plans</u> - Protest to PG&E Advice Letter 4203-E implementing Customer Outreach and Implementation for Cap-and Trade for 2013 April 4 - Target for mailing Proposed Decision on Utility Implementation Plans June <u>Track 1: GHG Revenue – Finalization of EITE and small business revenue allocation formulae</u> - Energy Division Staff Proposal May 15 - Public workshop to discuss proposal May/June - Energy Division final Staff Proposal June 24 - Comments on final staff proposal July 8 - Proposed Decision Expected September <u>Track 2: Low Carbon Fuel Standard (LCFS) Credit Revenue Allocation</u> - Proposed Decision on LCFS Proposals <u>Track 3: GHG Procurement and Revenue Allocation for Gas Utilities</u> - PHC to discuss process to address GHG procurement and revenue issues for gas utilities	

**6) Resource Adequacy.....R.11-10-023**

<u>MEA's Interest:</u>	Track revisions to resource adequacy rules as they apply to CCA.	
<u>Actions Taken:</u>	<u>Phase 2 – Flexible Capacity</u> - PHC on Evidentiary Hearings and Energy Division Workshop on Flexible Capacity	March 20
<u>Next Steps:</u>	<u>Phase 2 – Flexible Capacity</u> - Comments on Flexible Capacity Issues - Reply Comments on Flexible Capacity Issues <u>Phase 2 – Local Capacity, Flexible Capacity, etc.</u> - Evidentiary Hearings if necessary - CAISO publishes draft 2014 LCR Report - CAISO publishes final 2014 LCR Report - Comments on final 2014 LCR to Commission - Reply comments on final LCR to Commission - Proposed Decision - Final Decision adopting 2014 LCR and other topics within Scope	April 5 April 15 [March/April] [April] [May 1] May 10 May 17 May 28 June 27

**7) PG&E Green Option .....A.12-04-020**

<u>MEA's Interest:</u>	Ensure appropriate cost allocation of PG&E “Green Option.”	
<u>Actions Taken:</u>	- Settlement Process Underway	
<u>Next Steps:</u>	- [Opening Briefs] - [Reply Briefs and Request for Oral Argument]	[April 11] [April 29]

**Energy Efficiency****8) Energy Efficiency and EM&V .....R.09-11-014**

<u>MEA's Interest:</u>	Address EE program issues as they arise; EE Funds for CCAs	
<u>Actions Taken</u>	- Scoping Memorandum – including in scope CCA EE issues and a revised EE Policy Manual	March 25
<u>Next Steps:</u>	- Awaiting guidance next steps for 2015 and Beyond CCA EE Programs	

**9) Applications for 2013-2014 Energy Efficiency Programs .....A.12-07-001, et al.**

<u>MEA's Interest:</u>	This proceeding is the venue for MEA's application for energy efficiency funds pursuant to §381.1(a) for the 2013-14 funding cycle.
<u>Actions Taken:</u>	-
<u>Next Steps:</u>	-

**Smart Grid and Demand Response Proceedings****10) Smart Grid Privacy Policies.....R.08-12-009**

<u>MEA's Interest:</u>	Determination of what privacy and security rules for energy usage data should be applicable to CCAs.
<u>Actions Taken:</u>	- Continued discussion with PG&E regarding AMI Data
<u>Next Steps:</u>	-

**11) IOU Smart Grid Deployment Plans .....A.11-06-006, A.11-06-029, A.11-07-001**

<u>MEA's Interest:</u>	Ensure appropriate cost allocation of the approximately \$1.3 billion to \$2.05 billion PG&E is requesting for this program.
<u>Actions Taken:</u>	-
<u>Next Steps:</u>	- Proposed Decision to be Issued

**PG&E Procurement and Rate Design****12) PG&E Economic Development Rate.....A.12-03-001**

<u>MEA's Interest:</u>	This rate subsidy is intended to prevent companies from departing from California due to high energy costs; the rate is applied inequitably to CCA customers.
<u>Actions Taken:</u>	-
<u>Next Steps:</u>	- Awaiting Proposed Decision

**13) 2012 Long Term Procurement Plan (LTPP) .....R.12-03-014**

<u>MEA's Interest:</u>	Involvement regarding the cost allocation mechanism (CAM) and other matters.
<u>Actions Taken:</u>	<u>Track 1 – Local Reliability:</u>

	- MEA Application for Rehearing	March 15
	<u>Track 3 – Bundled Procurement:</u>	
	- Scoping Memo Released	March 21
<u>Next Steps:</u>	<u>Track 1 – Local Reliability:</u>	
	- Responses due to MEA Application for Rehearing	April 1
	<u>Track 2 – System Needs:</u>	
	- Workshop on Operational Flexibility/Renewable Integration Studies	March 24
	<u>Track 3 – Bundled Procurement:</u>	
	- Comments on Scoping Memo	April 12
	- Reply Comments on Scoping Memo	April 26

#### 14) Residential Rate Rulemaking.....R.12-06-013

<u>MEA's Interest:</u>	MEA will be participating to ensure that residential rate design elements facilitate customer choice.	
<u>Actions Taken:</u>	- ALJ Ruling Setting Schedule	
<u>Next Steps:</u>	- Rate design proposals served	[May 15]
	- Opening Comments	[June 17]
	- Reply Comments	[June 28]
	- Briefing Cycle	[July]
	- Proposed Decision Issued	[September]

#### 15) PG&E 2014 General Rate Case – Phase 1 .....A.12-11-009

<u>MEA's Interest:</u>	To address cost functionalization and other issues applicable to CCA and MEA.	
<u>Actions Taken:</u>	- MEA Data Request 004 Sent to PG&E	March 13
	- PG&E Response to MEA Data Request 004	March 15
	- MEA Data Request 005 Sent to PG&E	March 19
<u>Next Steps:</u>	- PG&E Response Date for MEA Data Request 005	April 2
	- DRA Report Served	May 3
	- Safety and Enforcement Reports Submitted	May 17
	- Intervenor reports served	May 17
	- Safety and Enforcement Audit Report	May 31
	- Workshop on SED Reports	June 12
	- Rebuttal Testimony Served (incl. responsive Testimony to CPSD Reports	June 28
	- Public Participation Hearings	[TBD]
	- Evidentiary Hearings begin	July 15
	- Evidentiary Hearings end	August 9
	- Settlement Conference	August 12-13



- Comparison Exhibit	August 23
- Opening Briefs	September 6
- Reply Briefs	September 27
- Update Filing	October 4
- Update Hearing	October 14
- Proposed Decision	November 19
- Decision	December 19

**16) PG&E 2014 General Rate Case – Phase 2 .....A.13-[04]-[XXX]**

<u>MEA's Interest:</u>	To address rate design and other issues applicable to CCA and MEA.	
<u>Actions Taken:</u>	-	
<u>Next Steps:</u>	- Application to Be Filed	No later than April 18

**Other**

**17) CHP Settlement .....A.08-11-001, et al.**

<u>MEA's Interest:</u>	Address issues raised by the combined heat and power (CHP) settlement approved in December 2011.	
<u>Actions Taken:</u>	- Resolution E-4529, regarding a RA-only CHP contract	March 4
	- Comments on Resolution E-4529	March 22
<u>Next Steps:</u>	- Commission Decision on Resolution E-4529	April 4
	- [Awaiting Resolution of Protest Issues]	

**18) PG&E Smart Grid Pilot Deployment .....A.11-11-017**

<u>MEA's Interest:</u>	PG&E Application to launch a Smart Grid pilot.	
<u>Actions Taken:</u>	- Comments on Proposed Decision	March 7
	- Reply Comments on Proposed Decision	March 12
	- Proposed Decision on Commission Agenda	March 21
<u>Next Steps:</u>	-	

**19) Customer Data Access Proceeding .....A.12-03-002, et al.**

<u>MEA's Interest:</u>	Ensure fair access of CCAs to data, including data backhaul mechanisms.	
<u>Actions Taken:</u>	- DRA Brief regarding PG&E/MEA/et al. Stipulation	March 13
	- Additional Opening Comments on Stipulation	March 20

<u>Next Steps:</u>	- Reply to Comments re: Stipulation (Per ALJ Sullivan Email Ruling 3/14/13) - Awaiting Proposed Decision	April 11
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**20) EPIC Implementation Applications ..... A.12-11-001, *et al.***

<u>MEA's Interest:</u>	To insure that the program administrators (PG&E, SCE, and SD&GE) are applying these funds to programs in a competitively neutral fashion.	
<u>Actions Taken:</u>	- Opening Briefs	March 15
	- Reply Briefs	March 22
<u>Next Steps:</u>	- Proposed Decision	May 22
	- Final Decision	June 25