



Board of Directors Meeting
Thursday, April 21, 2016
7:00 P.M.

The Charles F. McGlashan Board Room
1125 Tamalpais Avenue, San Rafael, CA 94901

Agenda Page 1 of 2

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

1125 Tamalpais Avenue
San Rafael, CA 94901

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1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 3.17.16 Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 Monthly Budget Report
 - C.4 2nd Addendum to 3rd Agreement with Troutman Sanders
5. Receive Economic Impact Analysis and Consider 1. Resolution 2016-01 Approving the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville as MCE Members and Authorizing, 2. Amendment 10 to the MCE JPA Agreement and 3. Submittal of Addendum 4 to MCE Revised Implementation Plan (Discussion/Action)
6. Proposed Ad Hoc Audit Committee (Discussion/Action)
7. Policy 014: Investment Policy (Discussion/Action)
8. Communications Update (Discussion)



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9. Board Member & Staff Matters (Discussion)

10. Adjourn



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MCE BOARD MEETING MINUTES
Thursday, March 17, 2016
7:00 P.M.
THE CHARLES F. MCGLASHAN BOARD ROOM
1125 TAMALPAIS AVENUE, SAN RAFAEL, CA 94901

Roll Call: Director Kate Sears called the regular Board meeting to order at 7:10 p.m. An established quorum was met.

Present: Denise Athas, City of Novato
Sloan Bailey, Town of Corte Madera
Tom Butt, City of Richmond
Genoveva Calloway, City of San Pablo
Barbara Coler, Town of Fairfax
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Greg Lyman, City of El Cerrito
Bob McCaskill, City of Belvedere
Sashi McEntee, City of Mill Valley
Andrew McCullough, City of San Rafael
Alan Schwartzman, City of Benicia
Kate Sears, County of Marin
Carla Small, Town of Ross

Absent: Emmett O'Donnell, Town of Tiburon
Brad Wagenknecht, County of Napa
Ray Withy, City of Sausalito

Staff: John Dalessi, Operations & Development
Alex DiGiorgio, Community Development Manager
Carol Dorsett, Administrative Assistant
Kirby Dusel, Resource Planning & Renewable Energy Programs
Brian Goldstein, Resource Planning & Implementation
Allison Hang, Community Development Manager
LaWanda Hill, Administrative Assistant
Darlene Jackson, Board Clerk
David McNeil, Finance and Project Manager
Beckie Menten, Director of Customer Programs
Dawn Weisz, Chief Executive Officer

1. Board Announcements (Discussion)

There were no announcements.

2. Public Open Time (Discussion)

There were no speakers.

3. Report from Chief Executive Officer (Discussion)

Dawn Weisz, Executive Officer reported on the following:

- March 8th PCIA Workshop held at the CPUC.
- Ad Hoc Inclusion Committee (formerly “expansion”) Meeting to be held March 25, 2016.
- Ad Hoc Contracts Committee Meeting to be held April 11, 2016 to discuss shortlist selection.
- Earth Day Event to be held at MCE Headquarters on April 22, 2016 to include actual launch of the Barbara George Learning Center.

4. Consent Calendar (Discussion/Action):

- C.1 2.18.16 Meeting Minutes
- C.2 Approved Contracts Update
- C.3 Monthly Budget Report
- C.4 MCE Legal Team Staff Position
- C.5 Agreement to Evaluate Environment, Economic & Avoided Costs & Benefits of Developing CCA in California
- C.6 1st Addendum to 6th Agreement with Richards, Watson & Gershon
- C.7 7th Agreement with Richards, Watson & Gershon
- C.8 5th Agreement with Jay Marshall
- C.9 8th Agreement with Maher Associates
- C.10 4th Agreement with Braun, Blaising, McLaughlin & Smith
- C.11 2nd Agreement with Davis Wright Tremaine LLP
- C.12 6th Agreement with Niemela Pappas & Associates
- C.13 4th Agreement with Troutman Sanders
- C.14 1st Amendment to the River City Bank Non-Revolving Credit Agreement

Chair Sears opened the public comment period and there were no speakers.

ACTION: It was M/S/C (Bailey/Small) to approve Consent Calendar Items C.1 through C.14. Motion carried by unanimous roll call vote: (Abstain on Item C.1: Lyman & Schwartzman; Absent: Greene, Wagenknecht & Withy).

5. Proposed Budget for FY 2016/17 (Discussion/Action)

David McNeil, Finance and Project Manager reported on this item and addressed questions during Q&A.

Chair Sears opened the public comment period and there were no speakers.

Note: Director Greene arrived prior to vote.

ACTION: It was M/S/C (Bailey/Greene) to 1. Approve Proposed Revenues and Expenditures for the Operating Fund, Energy Efficiency Program Fund, Renewable Energy Reserve Fund and the Local Renewable Energy Reserve Fund for Fiscal Year Ending March 31, 2017, and 2. Authorize Staff to direct the following transfers at Staff's discretion: Transfer from Other Services to Personnel an amount not to exceed \$110,000; Transfer from Communications Consultants and Related to Personnel an amount not to exceed \$80,000; Transfer from Legal Counsel to Personnel an amount not to exceed \$200,000 during FY2016/17. Motion carried by unanimous roll call vote: (Absent: Wagenknecht & Withy).

6. MCE Greenhouse Gas Emissions Factor for 2014 (Discussion/Action)

Kirby Dusel, Resource Planning & Renewable Energy Programs Consultant, presented this item and addressed questions during Q&A.

Chair Sears opened the public comment period and there were no speakers.

ACTION: It was M/S/C (Haroff/Lyman) to Approve 1. the use, distribution and web posting of MCE's Emission Factor Certificate Template, as provided by The Climate Registry (CY 2014), and 2. the use, distribution and web posting of the "Understanding MCE's GHG Emissions Factors – Calendar Year 2014" document. Motion carried by unanimous roll call vote: (Absent: Wagenknecht & Withy).

7. MCE Rates for FY 2016/17 (Discussion)

John Dalessi, Operations & Development, presented this discussion item.

Chair Sears opened the public comment period and there were no speakers.

ACTION: No action required. Maintain current rates through FY 2016/17.

8. Inclusion of New Communities in MCE (Discussion)

Alex DiGiorgio, and Allison Hang, MCE's Community Development Managers presented this discussion item.

Chair Sears opened the public comment period and there were no speakers.

ACTION: No action required.

9. Amended and Restated Power Purchase Agreement with Stion MCE Solar One, LLC (Discussion/Action)

ACTION: No action required.

10. Energy Efficiency Update (Discussion)

Beckie Menten, Director of Customer Programs, presented this discussion item and responded to questions during Q&A.

Chair Sears opened the public comment period and there were no speakers.

ACTION: No action required.

11. Board Member & Staff Matters (Discussion)

There were none.

12. Adjournment

The Board of Directors adjourned the meeting at 9:10 p.m. to the next Regular Board Meeting on April 21, 2016.

Kate Sears, Chair

Attest:

Dawn Weisz, Secretary



April 21, 2016

TO: MCE Board of Directors

FROM: Sarah Estes-Smith, Director of Internal Operations

RE: Report on Approved Contracts (Agenda Item #04 – C.2)

Dear Board Members:

SUMMARY: This report summarizes agreements entered into by the Chief Executive Officer in the past month. This summary is provided to your Board for information purposes only.

Review of Procurement Authorities

In March 2013 your Board adopted Resolution 2013-04 as follows;

The Chief Executive Officer is hereby authorized to enter into and execute contracts for an amount not to exceed \$25,000 per contractor per fiscal year, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations.

In November 2012 your Board approved the MCE Integrated Resource Plan stating;

Power purchase agreements (energy, capacity, RECs) with terms of 12 months or less may be entered into on MCE's behalf by the Chief Executive Officer.

Power purchase agreements (energy, capacity, RECs) with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a Board approved resource plan may be entered into on MCE's behalf by the Chief Executive Officer in conjunction with the MCE Board Chair. An ad hoc committee of the MCE Board will be consulted prior to execution of any medium-term contracts.

Power purchase agreements (energy, capacity, RECs) with terms of greater than 5 years shall require Board approval prior to execution.

The Chief Executive Officer is required to report all such contracts and agreements to the MCE Board on a monthly basis.

Summary of Agreements entered into by the Chief Executive Officer in the past month

Month	Purpose	Contractor	Maximum Annual Contract Amount	Term of Contract
March	MCE's AMI data privacy and security audit	Abbott Stringham & Lynch	\$8,000	1 month

March	Design consulting services for MCE office	R&R Design Studios, LLC	\$8,000	9 months
March	General consulting services	Zell & Associates	\$5,000	9 months
March	Cubicles for MCE office	North Bay Office Furniture, LLC	\$7,380.28	9 months
March	Ongoing elevator maintenance services at MCE office	Pac West Elevator, Inc.	\$3,000	1 year
March	Professional video production support services for broadcasting MCE's meetings & events	Community Media Center of Marin	\$10,000	1 year
March	Renewal: Latino outreach and Spanish translation services	Elena Velez	\$7,500	1 year
March	Renewal: Marketing, branding, graphic design and communications services	Green Ideals	\$15,000	1 year
March	Animated video creation	Jason Rasmussen	\$2,500	1 year
March	Renewal: Photography services for advertising and marketing purposes	Kathleen Harrison	\$5,000	1 year
March	Renewal: Legal advisory and litigation services	Lewis Brisbois Bisgaard & Smith	\$25,000	1 year
March	Renewal: Ongoing security device maintenance and alarm monitoring at MCE office	Low Voltage Security Inc.	\$6,000	1 year
March	Renewal: Janitorial, general maintenance, and landscaping services at MCE office	MCC Building Maintenance	\$18,000	1 year
March	Renewal: Time lapse video of MCE construction site	REP Energy, Inc.	\$8,000	1 year
April	Renewal: Intellectual Property legal services	Bryan Cave LLP	\$10,000	1 year
April	Addendum to decrease Core Services billing rate	Pacific Energy Advisors	Core services reduced to \$0.30 per MWh of MCE electricity usage	5 years

Fiscal Impact: Expenses associated with these contracts are included in the approved FY 2015/16 and/or FY2016/17 Budgets.

Recommendation: Information only. No action required.



April 21, 2016

TO: MCE Board of Directors

FROM: David McNeil, Finance and Project Manager

RE: Monthly FY 2015/16 Budget Report (Agenda Item #C.3)

ATTACHMENT: MCE Budget Reports 2016-02 (Unaudited)

Dear Board Members:

SUMMARY:

The attached budget update compares the FY 2015/16 amended budgets to the unaudited revenues and expenditures of MCE for the month ending February 2016.

OPERATING FUND BUDGET:

Year-to-date revenues continue slightly over budget by approximately 2%, with cost of energy at levels under budget by approximately 5%. Overall, MCE continues to spend near projections, as reflected in year-to-date figures.

ENERGY EFFICIENCY PROGRAM FUND BUDGET:

The Energy Efficiency Program Fund is funded by the California Public Utilities Commission. For financial reporting purposes, MCE treats funds received in this Fund as a reimbursable grant. The result is that Fund expenses are offset by revenue. A deferred asset is recorded for funds received by the CPUC that have yet to be expended by MCE.

In 2015-16, Energy Efficiency (EE) revenue is being recognized to offset \$52,784 of prior year EE "planning" expenses not originally intended to be provided for by EE grant funds. The \$52,784 2015/16 "increase" in fund balance equals the prior year "decrease" in fund balance. There is no cumulative effect on fund balance.

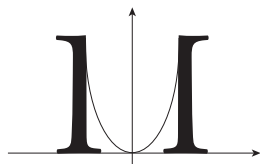
LOCAL DEVELOPMENT RENEWABLE ENERGY BUDGET:

This program is funded through a portion of the Deep Green service provided to customers. To date, expenses primarily relate to legal and consulting costs associated with establishing a local renewable energy project.

RENEWABLE ENERGY RESERVE BUDGET:

This fund is intended for the procurement or development of renewable energy not planned for in the operating funds. Resources may accumulate from year to year and be expended as management determines.

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 Clean Energy

Management is responsible for the accompanying special purpose statement of Marin Clean Energy (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended February 29, 2016, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of MCE.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user's conclusions about the Authority's results of operations. Accordingly, this special purpose budgetary comparison statement is not designed for those who are not informed about such matters.

The supplementary information contained on page 4 is presented for purposes of additional analysis. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

Maher Accountancy

San Rafael, CA
March 18, 2016

MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through February 29, 2016

	Actual - from April 1 through February 29		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Actual/Budget %	Annual Budget (Amended)	Budget Remaining
	2014/15	2015/16	2015/16	2015/16	2015/16	2015/16	2015/16
REVENUE AND OTHER SOURCES:							
Revenue - Electricity (net of allowance)	\$ 90,974,011	\$ 138,341,445	135,309,523	\$ 3,031,922	102.24%	\$ 145,933,098	\$ 7,591,653
Other revenues	48,041	444,341	-	444,341	-	-	-
Total sources	91,022,052	138,785,786	135,309,523	3,476,263	102.57%	145,933,098	7,591,653
EXPENDITURES AND OTHER USES:							
CURRENT EXPENDITURES							
Cost of energy	79,503,066	112,544,143	118,569,830	(6,025,687)	94.92%	129,035,715	16,491,572
Staffing	1,861,480	2,811,581	2,882,650	(71,069)	97.53%	3,142,000	330,419
Technical consultants	471,268	574,801	583,210	(8,409)	98.56%	629,000	54,199
Legal counsel	270,981	311,905	357,000	(45,095)	87.37%	387,000	75,095
Communications consultants and related expenses	517,976	575,284	688,417	(113,133)	83.57%	751,000	175,716
Data manager	2,340,096	2,629,826	2,629,500	326	100.01%	2,868,000	238,174
Service fees- PG&E	618,548	788,310	844,250	(55,940)	93.37%	921,000	132,690
Other services	304,878	370,858	430,167	(59,309)	86.21%	465,000	94,142
General and administration	337,476	226,423	316,583	(90,160)	71.52%	344,000	117,577
Occupancy	-	203,073	238,333	(35,260)	85.21%	260,000	56,927
Integrated Demand side pilot programs	-	10,190	45,833	(35,643)	22.23%	50,000	39,810
Marin County green business program	15,000	-	10,000	(10,000)	0.00%	10,000	10,000
Solar rebates	-	4,000	28,000	(24,000)	0.00%	35,000	31,000
Total current expenditures	86,240,769	121,050,394	127,623,774	(6,573,380)	94.85%	138,897,715	17,847,321
CAPITAL OUTLAY	108,369	180,317	291,500	(111,183)	61.86%	296,000	115,683
DEBT SERVICE	1,003,356	2,147,718	2,148,000	(282)	99.99%	2,148,000	282
INTERFUND TRANSFER TO:							
Renewable Energy Reserve Fund	-	1,000,000	1,000,000	-	100.00%	1,000,000	-
Local Renewable Energy Development Fund	109,994	151,383	151,383	-	100.00%	151,383	-
Total expenditures	87,462,488	124,529,812	131,214,657	\$ (6,684,845)	94.91%	142,493,098	\$ 17,963,286
Net increase (decrease) in available fund balance	\$ 3,559,564	\$ 14,255,974	\$ 4,094,866	\$ 10,161,108		\$ 3,440,000	\$ (10,371,633)

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through February 29, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,505,702	\$ 1,456,210	\$ 49,492	96.71%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Public purpose energy efficiency program	<u>1,505,702</u>	<u>1,403,426</u>	<u>102,276</u>	<u>93.21%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 52,784</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through February 29, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 151,383	\$ 151,383	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay	<u>151,383</u>	<u>91,054</u>	<u>60,329</u>	<u>60.15%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 60,329</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2015 through February 29, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 1,000,000	\$ 1,000,000	\$ -	100.00%
EXPENDITURES AND OTHER USES:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net increase (decrease) in fund balance	<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>		

See accountants' compilation report.

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2015 through February 29, 2016

	<u>Actual</u>
Other services	
Audit	\$ 35,500
Accounting	140,660
IT Consulting	68,261
Human resources & payroll fees	8,136
Legislative consulting	82,500
Miscellaneous professional fees	35,801
Other services	<u><u>\$ 370,858</u></u>
 General and administration	
Data and telephone service	30,523
Insurance	7,676
Office and meeting rentals	3,156
Office equipment lease	5,002
Dues and subscriptions	62,143
Conferences and professional education	18,735
Travel	20,386
Business meals	7,227
Office supplies and postage	71,575
General and administration	<u><u>\$ 226,423</u></u>

See accountants' compilation report.



April 21, 2016

TO: MCE Board of Directors

FROM: Elizabeth Kelly, General Counsel

RE: Draft Second Addendum to Third Agreement with Troutman Sanders, LLP (Agenda Item #04 – C.4)

ATTACHMENTS: A. Third Agreement with Troutman Sanders, LLP
B. First Addendum to Third Agreement with Troutman Sanders, LLP
C. Draft Second Addendum to Third Agreement with Troutman Sanders, LLP

Dear Board Members:

SUMMARY:

On March 5, 2015 MCE entered into the Third Agreement with Troutman Sanders, LLP (“Agreement”) to provide legal services related to new and existing power purchase agreements as requested by MCE staff. The Agreement stated that the maximum cost to MCE would be \$96,000 with services provided from April 1, 2015 to March 31, 2016.

On March 30, 2016 MCE entered into the First Addendum, which extended the contract end date to May 31, 2016 to allow Troutman Sanders additional time to bill MCE for services provided through March 31, 2016.

MCE staff requests approval of the present Second Addendum, which would reflect a contract maximum increase of \$26,500 for a total amount not to exceed \$122,500. Work associated with this contract will support the development of the MCE Solar 1 project.

Budget Impacts: Cost associated with the proposed Second Addendum are included in the approved FY2016/17 Local Renewable Energy Development Fund Budget.

Recommendation: Approve the Second Addendum to the Third Agreement with Troutman Sanders, LLP.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS LLP**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 5, 2015** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and TROUTMAN SANDERS LLP, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: legal services to MCE related to new and existing power purchase agreements as requested by MCE staff;

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 MCE, 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:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement 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 Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall invoice MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$96,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2015**, and shall terminate on **March 31, 2016**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming the Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

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

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE 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 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

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 Agreement without prior written approval of MCE 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 MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

All finished and unfinished reports, documents, correspondence, and other materials, in any form, prepared by Contractor, its employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE 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 MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement 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 Agreement 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 Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement 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 MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement 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 MCE, 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 Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE 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. MCE 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 MCE'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 Agreement. Copies of any of the above-referenced local laws and resolutions may be secured from MCE's contact person referenced in paragraph 19. NOTICES below.

19. NOTICES

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

Contract Manager: Sarah Estes-Smith

MCE Address: 700 Fifth Avenue

San Rafael, CA 94901

Email Address: invoices@mcecleanenergy.org

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Stephen Hall
Address:	805 SW Broadway, Suite 1560
	Portland, OR 97205
Email Address:	stephen.hall@troutmansanders.com
Telephone No.:	(503) 290-2336

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 Agreement on the date first above written.

APPROVED BY
Marin Clean Energy:

By: [Signature]
CEO
Date: 3-5-15

By: [Signature]
Chairperson
Date: 3-5-15

CONTRACTOR:

By: [Signature]
Name: Stephen Hall
Date: 3-24-15

MCE 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 MCE Counsel at Marin Clean Energy's Request

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide legal services to MCE related to new and existing power purchase agreements as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement. Services may also include transaction support in drafting, negotiations, finalization, and appropriate implementation of power supply transactions.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this agreement, MCE shall pay the Contractor in accordance with the following payment fees/schedule:

Stephen Hall	\$675 per hour
Brian Harms	\$575 per hour
John Leonti	\$675 per hour

All rates are subject to a 10 percent discount. Contractor shall bill MCE monthly. Contractor services will be task-specific with MCE providing direction on tasks to be undertaken in writing by letter, voice communication or email.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$96,000** for the term of the agreement.

**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS LLP**

This FIRST ADDENDUM is made and entered into on March 30, 2016, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and TROUTMAN SANDERS LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal services related to new and existing power purchase agreements as directed by MCE staff dated March 5, 2015 ("Agreement"); and

WHEREAS, Section 5 of the Agreement established a contract termination date of March 31, 2016; and

WHEREAS, the parties desire to amend the Agreement termination date to May 31, 2016; and

WHEREAS, the parties seek to limit billings under this Agreement to include only services provided up to and including March 31, 2016.

NOW, THEREFORE, the parties agree to modify Section 5 as set forth below.

AGREEMENT

1. The following shall be added as the last sentence to Section 3:

Contractor shall not bill under this Agreement for work performed after March 31, 2016.

2. The first sentence of Section 5 is hereby amended to read as follows:

TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2015**, and shall terminate on **May 31, 2016**.

3. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the day first written above.

CONTRACTOR:

By: Stephen Hall

Date: 3-30-16

MARIN CLEAN ENERGY:

By: Don Wee

Date: 3-30-16

**SECOND ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS LLP**

This SECOND ADDENDUM is made and entered into on April 21, 2016, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and TROUTMAN SANDERS LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal services related to new and existing power purchase agreements as directed by MCE staff dated March 5, 2015 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$96,000 for the services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$26,500 for a total not to exceed \$122,500.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$122,500**.

2. The second sentence of the second paragraph of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$122,500 for the term of the agreement.

3. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum on the day first written above.

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



April 21, 2016

TO: MCE Board of Directors

FROM: John Dalessi, Operations and Development
Dawn Weisz, CEO

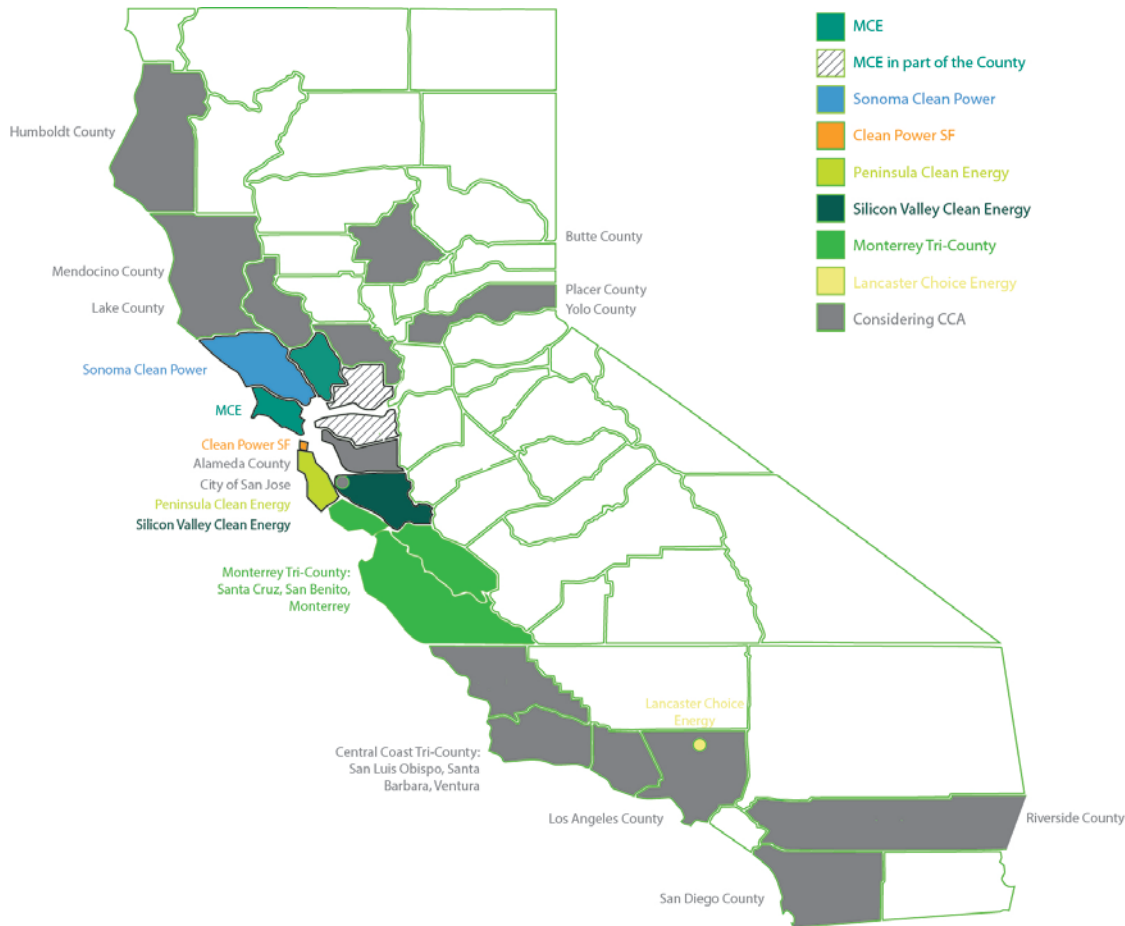
RE: Receive Economic Impact Analysis and Consider:
1. Resolution No. 2016-01 of the Board of Directors of MCE approving the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville as members of MCE
2. Amendment 10 to the MCE JPA Agreement
3. Submittal of Addendum 4 to MCE Implementation Plan to the California Public Utilities Commission (Agenda Item #05)

ATTACHMENTS: A. Applicant Analysis for the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville.
B. Resolution No. 2016-01 of the Board of Directors of MCE approving the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville as members of MCE.
C. Amendment 10 to the MCE JPA Agreement.
D. Addendum 4 to the MCE Implementation Plan and Statement of Intent.
E. Policy 007 – New Customer Communities
F. MCE Affiliate Membership Process
G. MCE Membership Application Checklist

Background on CCA in California

Community choice aggregation (CCA) programs have continued to emerge throughout California, including well over 80 different jurisdictions. Those that are furthest along include CleanPowerSF (service begins May 2016); San Mateo County's Peninsula Clean Energy (anticipated launch October, 2016); Alameda County's East Bay Community Energy (anticipated launch 2017); and Santa Clara County's Silicon Valley Clean Energy Authority (anticipated launch 2017).

Elsewhere in California, cities and counties are joining together to form CCA programs. The multi-county structure appears to be gaining popularity as San Luis Obispo, Santa Barbara, and Ventura Counties have joined together (and are now selecting bids for a technical study), much like Santa Cruz, Monterey and San Benito Counties did approximately two years ago. Multiple jurisdictions in the LA County Area have passed



resolutions to explore CCA, and similar mobilization is occurring from Humboldt to San Diego.

Background on MCE Inclusion Process

Between August and September 2015 MCE received letters from the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville expressing interest in MCE membership. On September 17, your Board authorized a six-month inclusion period for interested communities to complete the steps required to join MCE as a member. The inclusion period was established to create efficiencies in workflow, achieve economies of scale, and streamline procurement procedures.

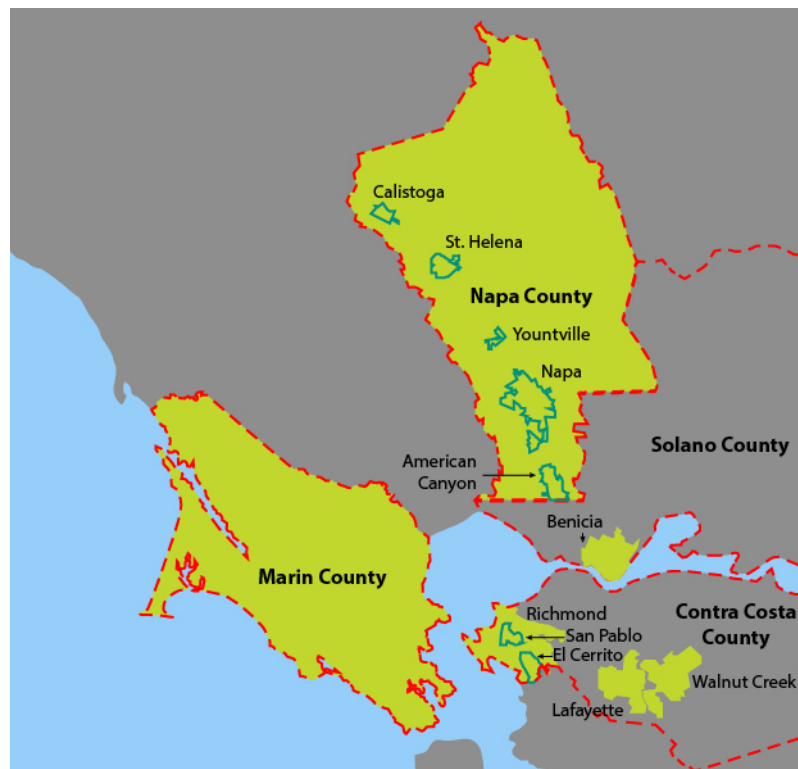
During the six-month inclusion period (October 1, 2015 – March 31, 2016) each of the aforementioned jurisdictions completed all membership steps to join MCE, to be effective on the date of MCE Board approval. The requisite CCA ordinance was passed in each jurisdiction on the following dates:

- American Canyon – November 17, 2015
- Calistoga – November 3, 2015
- Lafayette – March 14, 2016
- Napa – February 2, 2016
- St. Helena – January 12, 2016
- Walnut Creek – March 15, 2016
- Yountville – March 15, 2016

New MCE Member Community Overview

Information is provided below regarding each of the cities that have completed required membership steps under the inclusion period that concluded on March 31:

- The **City of Napa** (Napa County) spans approximately 18 square miles in Southern Napa County and has approximately 33,200 electricity accounts. On July 24, 2012, the Napa City Council adopted the City's first Sustainability Plan, funded through an Energy Efficiency and Conservation Block Grant (EECBG). The city also used those funds to implement projects, including retrofitting streetlights and city facilities with LED lighting
- The **City of American Canyon** (Napa County) spans approximately 5 square miles at the Southern end of Napa County and has approximately 6,000 electricity accounts. The City completed an Energy Efficiency Climate Action Plan in December 2012.
- The **City of St. Helena** (Napa County) spans approximately 5 square miles in Central Western Napa County and has approximately 3,400 electricity accounts. St Helena's Sustainability Committee works on a number of energy related projects, including MCE, PACE Financing, and EV Charging stations.
- The **City of Calistoga** (Napa County) spans approximately 2.6 square miles at the North Western tip of Napa County and has approximately 2,200 electricity accounts. The Calistoga Climate Action Plan was adopted by the City Council on April 1, 2014 and the City's Green Committee works to achieve the goals.
- The **Town of Yountville** (Napa County) spans approximately 1.5 square miles in Central Napa County and has approximately 1,200 electricity accounts. The Town created the Go Green Team committee in April 2015 to develop a Climate Action Plan. The Go Green Team recommended membership in MCE as a key element of that Climate Action Plan.



- The **City of Lafayette** (Contra Costa County) spans approximately 15.4 square miles in the County's center, an area commonly referred to as 'Lamorinda' (a combination of the three smaller, contiguous jurisdictions of Lafayette, Moraga and Orinda). The City has an estimated 11,000 electricity accounts serving a population of approximately 25,000. Lafayette's Environmental Task Force has been studying CCA generally, and MCE specifically, for about two years and has recommended the City join MCE. In a City-wide survey asking respondents which option they would choose if Lafayette joined MCE, 45% chose Deep Green; 42% chose Light Green; and 12.9% chose 'opt out' (over 170 responses total). The local non-profit, Sustainable Lafayette, has also been active in exploring community choice, and has welcomed MCE's presence and participation at community events. Lafayette is an active participant in the [Cities for Climate Action Campaign](#) and the City's first vote on its ordinance to join MCE was unanimous (5-0).
- The **City of Walnut Creek** (Contra Costa County) spans approximately 20 square miles in the County's center, adjacent to the Cities of Lafayette and Concord. The City has an estimated 36,800 electricity accounts serving a population of approximately 68,000. Walnut Creek passed its first Climate Action Plan in 2012, and a 2005 City-wide greenhouse gas (GHG) emissions survey concluded more than a third of the City's GHG emissions were attributable to the residential and commercial/industrial sectors. The City's first vote on its ordinance to join MCE was unanimous (4-0, 1 abstained).

The next step required to complete membership is MCE Board approval subject to a positive result of a quantitative membership analyses for the purpose of determining projected environmental benefits (e.g. incremental increases in renewable energy deliveries and expected reductions in greenhouse gases (GHGs) related to electric energy consumption) and rate/financial impacts related to the addition of customers located within the aforementioned jurisdictions. This analysis was completed on April 8, 2016, and is summarized in Attachment A.

Quantitative Analysis of New MCE Member Communities

The projected impacts of this prospective membership expansion are entirely positive, demonstrating meaningful increases in renewable energy sales, expected reductions in GHG emissions, and positive impacts on rates for MCE customers, both current and prospective.¹ The quantitative membership analysis indicates that rate benefits could likely accrue to existing MCE customers following the addition of prospective customers located within the applicant jurisdictions. It is estimated that the additional customer base would yield net revenues that could result in an average 8% reduction in MCE rates. The analysis also indicates that service to the new customers would increase the amount of renewable energy being used in California's energy market by approximately 269,000 MWh per year while reducing GHG emissions by an estimated 105 million pounds of carbon dioxide equivalent per year.

¹ Note that any rate/financial impacts were based on wholesale electricity pricing at the time the quantitative analysis was completed. Such pricing is subject to change. Actual rate/financial impacts will be based on wholesale electricity pricing that is offered to MCE at the time of power supply contract execution.

The positive result of the economic analysis is the final step required for the requisite new communities to be added to MCE's service territory, and Board action to finalize membership is recommended at this time. The attached Resolution and updated JPA Agreement will comply with the statutory requirements of AB 117, the legislation enabling CCA service in California.

Fiscal Impact

Budgetary impacts of the recommended actions will be positive as increases in revenues will more than compensate for increased expenses. More specific budgetary impacts will be included in a budget adjustment to be recommended to the Board in May.

Recommendations

Staff recommends approval of the following actions:

1. Resolution No. 2016-01 of the Board of Directors of MCE approving the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville as members of MCE.
2. Amendment 10 to the MCE Joint Powers Authority Agreement.
3. Submittal of Addendum 4 to MCE Revised Implementation Plan and Statement of Intent to the California Public Utilities Commission.

Marin Clean Energy Applicant Analysis for 2016

April 8, 2016

SUMMARY

MCE's currently effective policy regarding new membership requires the completion of a quantitative analysis as part of the preliminary evaluative process. The primary focus of the quantitative analysis is to determine the anticipated net rate impacts that would affect MCE's existing customer base following the addition of the prospective new community – in particular, the quantitative analysis must demonstrate that the addition of the prospective new community will result in a projected net rate reduction for MCE's existing customer base; this is a threshold requirement that must be met before proceeding with further membership activities. In addition, the quantitative analysis addresses the projected environmental impacts that would result from offering CCA service to the prospective new community. More specifically, the analysis prospectively determines whether or not the new community will accelerate greenhouse gas (GHG) reductions (beyond those reductions already achieved by MCE's existing membership) while increasing the amount of renewable energy being used within California's energy market.

During the course of the past several months, MCE has received membership requests from seven municipalities that have taken the requisite steps to be considered for membership in MCE. These municipalities include American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and Yountville. MCE established a March 31st, 2016 cutoff date for consideration of membership requests in this phase, and these requests are being evaluated together, due to the efficiencies in resource planning, electric procurement and customer outreach that would be gained from extending service to the new communities at the same time. The membership requests have been grouped together and the quantitative analysis performed on the aggregate electric load data of all seven municipalities. The results of the quantitative analysis are summarized in this report.

In general, the quantitative analysis indicates that rate benefits would likely accrue to existing MCE customers following the addition of prospective customers located within the applicant jurisdictions. **It is estimated that the additional customer base would yield net revenues that could result in an average 8% reduction in MCE rates. The analysis also indicates that service to the new customers would increase the amount of renewable energy being used in California's energy market by approximately 269,000 MWh per year while reducing GHG emissions by an estimated 105 million pounds of carbon dioxide equivalent per year.**¹

¹ GHG emission reduction estimates are based on MCE's actual 2012 emission factor of 334 lbs. CO₂e/MWh and PG&E's verified 2014 emission factor of 435 lbs. CO₂e/MWh, as released in February 2016. The projected GHG savings of 101 lbs. CO₂e/MWh (based on the difference between MCE's emission factor PG&E's emission factor) was multiplied by the projected increase in MCE's annual sales volume resulting from the addition of CCA customers located within applicant municipalities, a volume approximating 1,034,537 MWh/year. Note that these projections are subject to change.

ANALYSIS

MCE conducted an analysis of the potential new electric customers to estimate the revenues and costs associated with extending MCE service to the applicant jurisdictions. The analysis incorporated historical monthly electric usage data provided by PG&E for all current electric customers located within these municipalities.

The number of potential customers by applicant municipality is shown in Figure 1.

Figure 1: Electric Service Accounts by Municipality

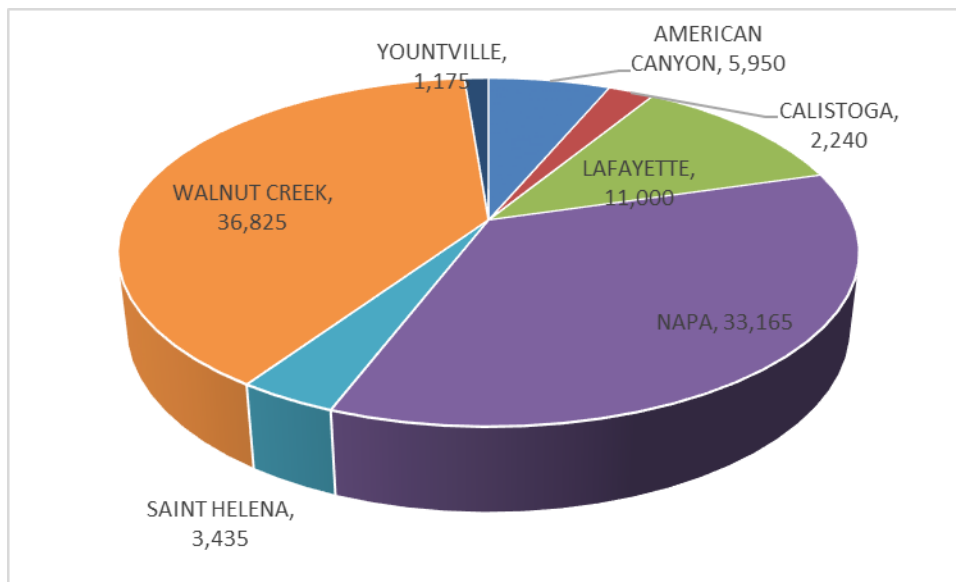


Table 1 summarized the aggregate account and electricity usage data for the major customer classifications in the applicant municipalities. The electric data indicate the potential for nearly 94,000 new MCE customers with a potential increase in annual electricity sales approximating 1,150,000 MWh per year. The aggregate peak demand of these customers is estimated at 210 MW.²

Table 1: 2016 Applicant Electric Data

Classification	Accounts	Annual Energy (MWh)	Monthly Per Account (KWh)

² These figures are for bundled electric customers of PG&E and exclude customers taking service from non-utility energy service providers through the state's direct access program as well as certain accounts on generation service contracts. These figures are unadjusted for expected customer participation rates.

Residential	83,909	502,470	499
Small Commercial	7,765	150,719	1,618
Medium Commercial	943	196,064	17,326
Large Commercial	323	293,970	75,844
Industrial	Included in Large Commercial		
Agricultural and Pumping	83	759	762
Street Lighting	<u>719</u>	<u>5,504</u>	<u>638</u>
Total	93,741	1,149,486	1,022
Peak Demand (MW)			210

As compared to the current MCE customer base, summarized in Table 2 below, the applicant municipalities include a similar mix of customer service classifications, with a slightly higher proportion of residential customers and proportionately fewer small commercial customers. Aggregate per capita electricity consumption is higher in the new communities by approximately 12% for residential customers and 19% overall. The industrial sector in the applicant communities uses almost twice the electricity on a per customer basis as the current MCE industrial customer base. Note that the data for industrial accounts in Table 1 are included in the Large Commercial category in order to comply with customer confidentiality rules.³

³ Generally, data must be aggregated if there are fewer than 15 customers in a category or if any customer accounts for 15% or more of the category total: the so-called “15/15 rule”.

Table2: 2016 MCE Electricity Data

Classification	Accounts	Annual Energy (MWh)	Monthly Per Account (KWh)
Residential	149,610	796,573	444
Small Commercial	17,119	271,610	1,322
Medium Commercial	1,429	238,002	13,879
Large Commercial	575	273,019	39,568
Industrial	24	150,535	522,691
Agricultural and Pumping	1,625	18,964	972
Street Lighting	<u>1,219</u>	<u>16,622</u>	<u>1,136</u>
Total	171,601	1,765,324	857
Peak Demand (MW)			310

In regards to seasonal consumption patterns, electric usage in the applicant communities peaks during the summer months, whereas the current MCE load is flatter across the year, showing similar peaks in the summer as well as during the colder winter months of December and January. These differences can be seen in comparing Figure 2 and Figure 3 below. All else being equal, service costs are higher during the summer season due to higher costs for energy and capacity needed to supply the load. However, MCE has a seasonal rate structure for most non-residential customers such that rates are higher during the summer season, and the net revenue impact of increased summer energy usage is generally positive.

Figure 2: Applicant Communities Hourly Load Profile (KW)

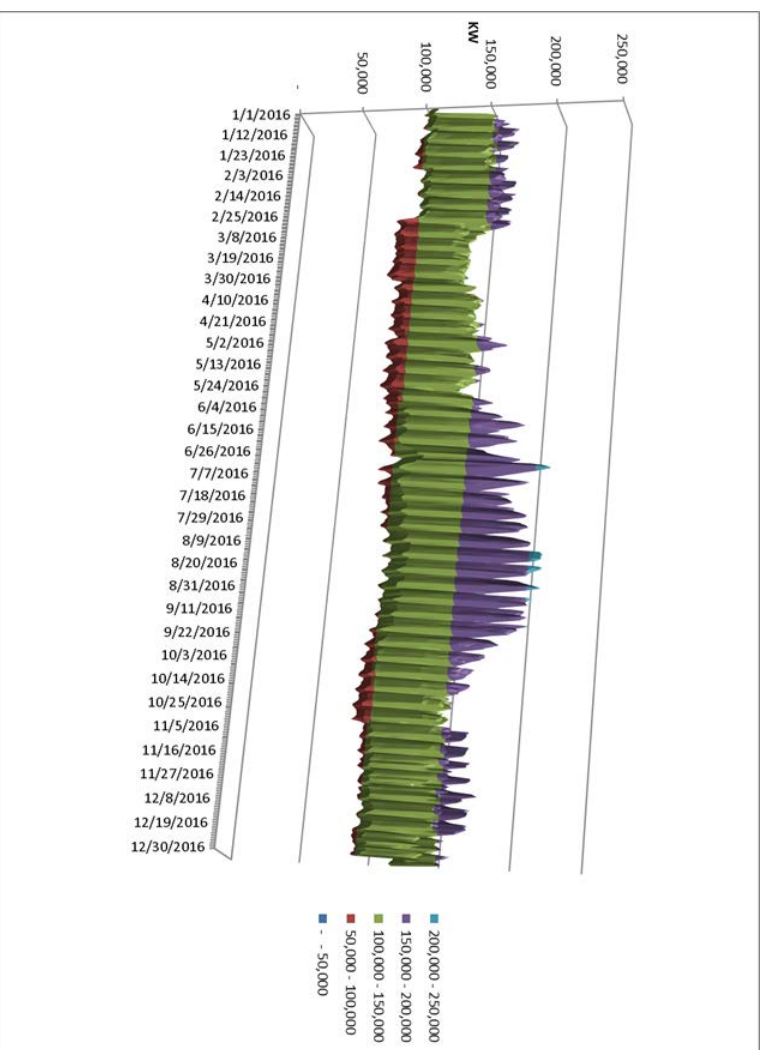


Figure 3: MCE Hourly Load Profile (KW)

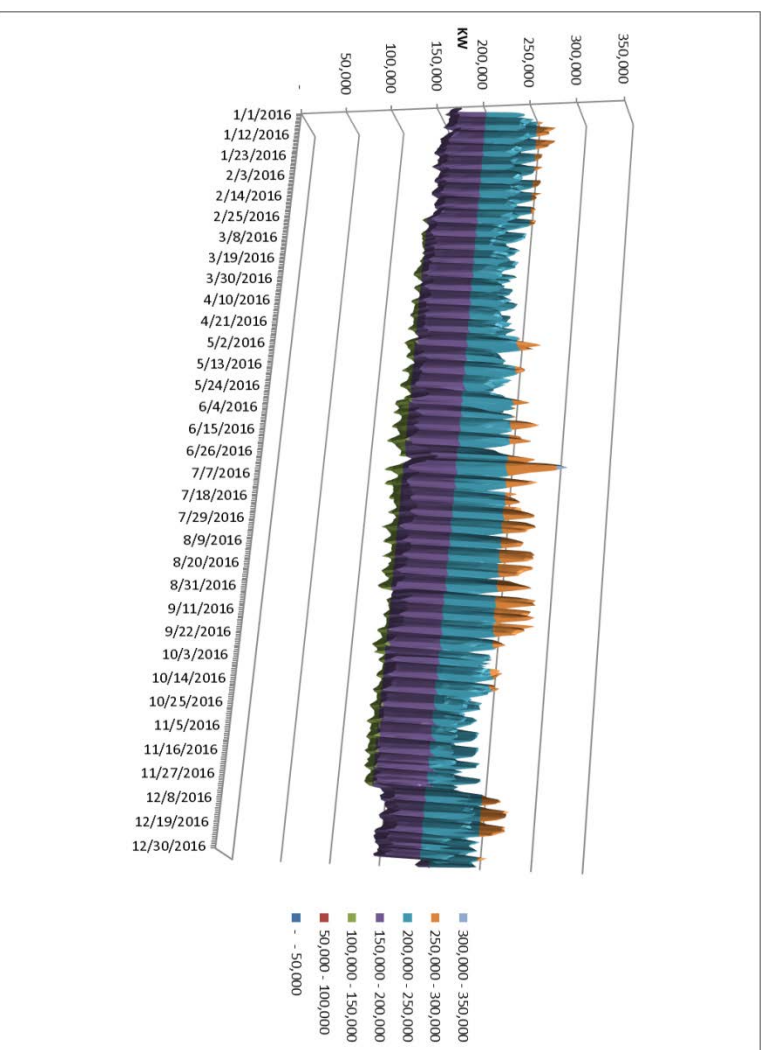
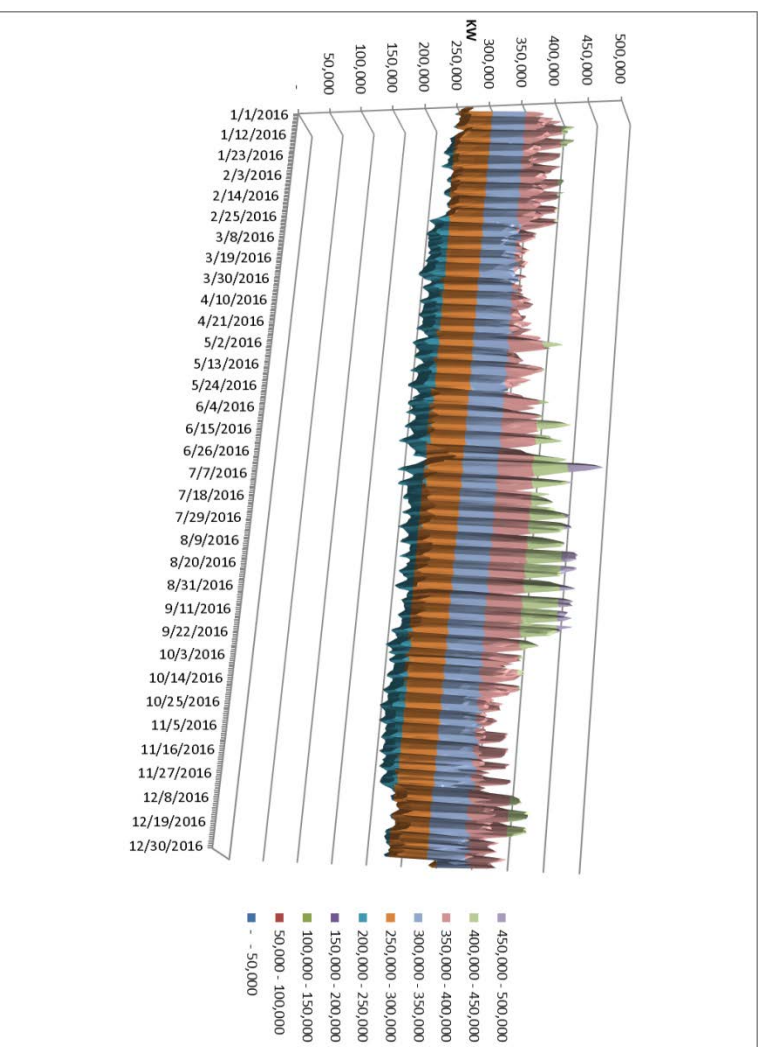


Figure 4: MCE Adjusted Hourly Load Profile Including Applicant Communities



RATE IMPACTS

For purposes of the rate impact analysis, it was assumed that service would be initiated to the new communities in September, 2016 and that 90% of customers who would be offered MCE service would elect to participate. This would equate to an increase in annual MCE electricity sales of 1,034,537 MWh or approximately 59%. In order to quantify rate impacts on a fiscal year basis, the incremental revenues and costs were examined for the first complete fiscal year following the planned enrollment; i.e., the period from April 1, 2017 through March 31, 2018.

The incremental revenue surplus, based on the difference between projected revenues and costs directly related to the addition of these customers, is assumed to offset a share of MCE's fixed costs and could be used to reduce overall MCE rates. The incremental cost analysis accounts for ongoing costs related to additional power supplies, customer billing, customer service support (call center), PG&E service fees, incremental staffing and legal costs, communications and ongoing customer notices associated with serving the additional customers.

Table 3 presents the estimated potential rate impacts for FY 2017/18, the first full fiscal year that would include the new customers.

Table 3: FY2017/2018 MCE Rate Impact from Applicant Communities

Volume (MWh)	1,034,537
---------------------	------------------

Revenue	\$84,879,341
Costs	
Power Supply Cost	\$58,875,810
Billing and Other Costs	\$3,729,100
Total Cost	\$62,604,911
Targeted Reserve (@4%)	\$3,395,174
Rate Benefit	\$18,879,257
MCE Rate Impact	8%

The rate impact analysis indicates that the addition of the applicant communities' customers to MCE's total customer base would provide benefits to MCE ratepayers; it is estimated that expanding MCE service to the applicant communities would allow for MCE rates to be 8% lower than without such customers. This benefit accrues due to the margins generated by a higher sales volume; economies of scale as fixed administrative costs can be spread over a larger sales base; and a reduction in MCE's average power supply costs, as the cost of marginal power purchases is below MCE's average cost of power.

Additional costs related to the expansion would be incurred during the current fiscal year, prior to initiation of service to the new customers. These costs would be incurred for marketing and outreach, customer noticing, regulatory, legal, internal operations, resource planning and electric procurement activities that would be necessary to incorporate the new member communities and its customers into MCE and provide outreach to the new customers. The projected implementation costs are expected to be less than \$900,000, and would be more than offset during the remainder of the fiscal year by incremental net revenues from electric sales to the new customers.

RATE IMPACT SENSITIVITIES

The rate impact estimate is based on current power supply pricing, which could change prior to the time when power supply contracts are executed to cover the new load. Additionally, actual customer participation may vary from the currently projected 90% participation rate. A sensitivity analysis was performed to evaluate the risk associated with these variables. The sensitivity results, shown in Table 4, indicate that rate impacts will be positive under a reasonable range of possible scenarios.

Table 4: Rate Impact Sensitivities

Scenario	Rate Impact
Base Projection	8%
Power Costs + 10%	6%
Power Costs +30%	3%
Power Costs -10%	10%
75% Participation Rate	7%
0% Industrial Participation	8%

RENEWABLE ENERGY IMPACTS

Renewable energy requirements were calculated for the applicant municipalities to ensure compliance with the statewide Renewables Portfolio Standard (RPS) as well as the more aggressive MCE renewable energy content standards adopted by MCE. The total renewable energy requirement associated with prospective expansion to the applicant municipalities would be approximately 548,000 MWh annually. This renewable energy volume is equivalent to the energy produced by 63 MW of geothermal capacity (or a similar baseload renewable generating technology using a fuel source such as biomass or landfill gas) or approximately 210 MW solar PV generating capacity.

Table 5: Incremental Renewable Energy Requirements

Renewable Energy Product Content Category	Annual MWh (2017)
PCC1	383,813
PCC2	131,593
PCC3	32,898
Total Renewable Energy	548,305

Enrolling the applicant municipalities' electric customers in MCE service will increase the amount of renewable energy being used in California's energy market by approximately 269,000 MWh annually, based on the increased renewable energy procurement targets voluntarily adopted by MCE's governing Board relative to California's then-current RPS mandate (which must be followed by PG&E).

Table 6: Renewable Energy Impacts

	Annual MWh (2017)
Retail Sales	1,034,537
MCE Renewable Energy Standard	548,305
State Renewable Portfolio Standard	279,325
Increase in Renewable Energy	268,980

GREEN HOUSE GAS EMISSIONS IMPACTS

With regard to projected GHG emission reductions that would result from the expansion of MCE service to the applicant communities, estimates were derived by comparing the most current, validated emission statistics related to the MCE and PG&E electric supply portfolios. With regard to these statistics, PG&E and MCE both recently reported their respective emission statistics for the 2014 calendar year. Due to typical timelines affecting the availability of such information, PG&E's current statistics (focused on the 2014 calendar year) will generally reference data related to utility operations occurring twelve to twenty-four months prior to the current calendar year. This waiting period is necessary to facilitate the compilation of final electric energy statistics (e.g., customer energy use and renewable energy deliveries) and to allow sufficient time for data computation, review and third-party audit before releasing such information to the public. As noted by PG&E, its 2014 emission factor was determined to be 435 lbs. CO₂/MWh. By comparison, MCE's aggregate portfolio emission factor for the

2014 calendar year for the default Light Green product was determined to be 334 lbs. CO₂e/MWh, a difference of 23%.

To estimate the projected GHG emissions reductions that would likely result from the addition of prospective CCA customers located within the applicant municipalities, MCE calculated the difference between its own emission factor (334 lbs. CO₂e/MWh) and the related metric reported by PG&E (435 lbs. CO₂/MWh): 101 lbs. CO₂/MWh. This difference was multiplied by the projected increase in annual electricity sales that would result from the addition of the applicant municipalities' CCA customers (1,034,537 MWh), resulting in a projected GHG emissions savings related to the transition of these customers to MCE's cleaner electricity supply. The projected emissions savings/reduction related to this service transition (from PG&E to MCE) was determined to be approximately 105 million pounds of carbon dioxide equivalent per year.

It is noteworthy that the future emission factors reported by MCE and PG&E will likely differ from the statistics applied in this analysis – this is due to a variety of factors, including planned/unplanned changes in renewable energy procurement (including planned increases in California's RPS procurement requirements), variations in hydroelectric power production (which may change substantially from year to year based on prevailing regional hydrological conditions) and changes/adjustments in the general procurement policies of each service provider as well as many other factors. Also note that MCE has committed to assembling a power supply portfolio that not only exceeds the renewable energy content offered by PG&E but also provides customers with a "cleaner" energy alternative, as measured by a comparison of the portfolio GHG emission rate (or emission factor) published by each organization. As such, MCE plans to continue procuring electricity from non-GHG emitting resources in sufficient quantities to maintain an emission rate that is continually lower than PG&E's.

RESOLUTION NO. 2016-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF MCE APPROVING THE CITIES OF AMERICAN CANYON, CALISTOGA, LAFAYETTE, NAPA, ST. HELENA, WALNUT CREEK AND THE TOWN OF YOUNTVILLE AS MEMBERS OF MCE

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (“CCA”); and,

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (“MCE”), (formerly the Marin Energy Authority) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time (“MCE Joint Powers Agreement”); and,

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and,

WHEREAS, MCE members include the following communities: the County of Marin, the City of Belvedere, the City of Benicia, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the County of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito and the Town of Tiburon; and

WHEREAS, requested membership in MCE was made by the Cities of American Canyon and Calistoga on September 2, 2015, Lafayette on August 11, 2015, Napa on August 31, 2015, St. Helena on August 7, 2015, Walnut Creek on August 10, 2015 and the Town of Yountville on August 4, 2015; and,

WHEREAS, the ordinance approving membership in MCE was made by the Cities of American Canyon on November 17, 2015, Calistoga on November 3, 2015, Lafayette on March 14, 2015, Napa on February 2, 2016, St. Helena on January 12, 2016, Walnut Creek on March 15, 2016, and the Town of Yountville on March 15, 2016 and,

WHEREAS, the membership analyses for the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville was completed on April 8, 2016, and yielded a positive result,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Directors of MCE that the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville are approved as members of MCE.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on the twenty-first day of April, 2016 by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere				
City of Benicia				
Town of Corte Madera				
City of El Cerrito				
Town of Fairfax				
City of Larkspur				
County of Marin				
City of Mill Valley				
County of Napa				
City of Novato				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
Town of Tiburon				

KATE SEARS, CHAIR

ATTEST:

DAWN WEISZ, SECRETARY

**AMENDMENT NO. 10 TO MARIN ENERGY AUTHORITY
JOINT POWERS AUTHORITY AGREEMENT**

1. Exhibit B to the Agreement, which includes a “List of the Parties” to the Agreement, is hereby amended to reflect the Marin Clean Energy (formerly the Marin Energy Authority) current membership, which includes the following local public entities:

City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Mill Valley
City of Napa
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
City of St. Helena
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Marin
County of Napa

2. Exhibit C to the Agreement, which specifies “Annual Energy Use” for each party to the Agreement, is hereby amended to reflect annual energy use within each member’s jurisdiction inclusive of the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville.

3. Exhibit D to the Agreement, which specifies “Voting Shares” for each party to the Agreement, is hereby amended to reflect the current voting shares of each member in accordance with the provisions of Section 4.9.2 of the Agreement.

4. This Amendment No. 10 does not limit the authority of the Board to update Exhibits B, C and D in the future without further amending the Agreement as provided by Sections 1.3 and 4.9.2.3 of the Agreement.

This Amendment No. 10 to the Marin Energy Authority Joint Powers Authority Agreement was duly adopted by the Board of Directors in accordance with Article 8.4 of this Agreement on April 21, 2016.

Exhibit C
To the
Joint Powers Agreement
MCE
- Annual Energy Use -

This Exhibit C is effective as of April 21, 2016

Party	kWh*
City of American Canyon	83,543,443
City of Belvedere	9,973,170
City of Benicia	272,731,094
City of Calistoga	27,989,218
Town of Corte Madera	62,093,107
City of El Cerrito	109,836,169
Town of Fairfax	24,700,647
City of Lafayette	126,334,082
City of Larkspur	63,174,199
City of Mill Valley	69,176,164
City of Napa	386,262,547
City of Novato	286,565,119
City of Richmond	581,012,267
Town of Ross	13,529,793
Town of San Anselmo	46,642,417
City of San Pablo	97,383,170
City of San Rafael	347,362,327
City of Sausalito	48,099,763
City of St. Helena	55,556,737
Town of Tiburon	40,913,144
City of Walnut Creek	465,644,787
Town of Yountville	34,502,172
County of Marin	330,023,521
County of Napa	348,095,521
Authority Total Energy Use	3,931,144,578

*Data Provided by PG&E

Exhibit D
To the
Joint Powers Agreement
MCE
- Voting Shares -

This Exhibit D is effective as of April 21, 2016.

Party	kWh*	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of American Canyon	83,543,443	2.08%	1.06%	3.15%
City of Belvedere	9,973,170	2.08%	0.13%	2.21%
City of Benicia	272,731,094	2.08%	3.47%	5.55%
City of Calistoga	27,989,218	2.08%	0.36%	2.44%
Town of Corte Madera	62,093,107	2.08%	0.79%	2.87%
City of El Cerrito	109,836,169	2.08%	1.40%	3.48%
Town of Fairfax	24,700,647	2.08%	0.31%	2.40%
City of Lafayette	126,334,082	2.08%	1.61%	3.69%
City of Larkspur	63,174,199	2.08%	0.80%	2.89%
City of Mill Valley	69,176,164	2.08%	0.88%	2.96%
City of Napa	386,262,547	2.08%	4.91%	7.00%
City of Novato	286,565,119	2.08%	3.64%	5.73%
City of Richmond	581,012,267	2.08%	7.39%	9.47%
Town of Ross	13,529,793	2.08%	0.17%	2.26%
Town of San Anselmo	46,642,417	2.08%	0.59%	2.68%
City of San Pablo	97,383,170	2.08%	1.24%	3.32%
City of San Rafael	347,362,327	2.08%	4.42%	6.50%
City of Sausalito	48,099,763	2.08%	0.61%	2.70%
City of St. Helena	55,556,737	2.08%	0.71%	2.79%
Town of Tiburon	40,913,144	2.08%	0.52%	2.60%
City of Walnut Creek	465,644,787	2.08%	5.92%	8.01%
Town of Yountville	34,502,172	2.08%	0.44%	2.52%
County of Marin	330,023,521	2.08%	4.20%	6.28%
County of Napa	348,095,521	2.08%	4.43%	6.51%
*Data Provided by PG&E	3,931,144,578	50.00%	50.00%	100.00%

MARIN CLEAN ENERGY

ADDENDUM NO. 4 TO THE REVISED COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN AND STATEMENT OF INTENT

**TO ADDRESS MCE EXPANSION TO THE
CITIES OF AMERICAN CANYON, CALISTOGA,
LAFAYETTE, NAPA, SAINT HELENA, WALNUT
CREEK, AND THE TOWN OF YOUNTVILLE**



April 21, 2016

For copies of this document contact Marin Clean Energy in San Rafael, California or
visit www.mcecleanenergy.org

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CHAPTER 1 – Introduction

The purpose of this document is to make certain revisions to the Marin Clean Energy Implementation Plan and Statement of Intent in order to address the expansion of Marin Clean Energy (“MCE”) to the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek, and the Town of Yountville. MCE is a public agency that was formed in December 2008 for purposes of implementing a community choice aggregation (“CCA”) program and other energy-related programs targeting significant greenhouse gas emissions (“GHG”) reductions. At that time, the Member Agencies of MCE included eight of the twelve municipalities located within the geographic boundaries of Marin County: the cities/towns of Belvedere, Fairfax, Mill Valley, San Anselmo, San Rafael, Sausalito and Tiburon and the County of Marin (together the “Members” or “Member Agencies”). In anticipation of CCA program implementation and in compliance with state law, MCE submitted the Marin Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent (“Implementation Plan”) to the California Public Utilities Commission (“CPUC” or “Commission”) on December 9, 2009. Consistent with its expressed intent, MCE successfully launched its CCA program, Marin Clean Energy (“MCE” or “Program”), on May 7, 2010 and has been serving customers since that time.

During the second half of 2011, four additional municipalities within Marin County, the cities of Novato and Larkspur and the towns of Ross and Corte Madera, joined MCE, and a revised Implementation Plan reflecting updates related to said expansion was filed with the CPUC on December 3, 2011.

Subsequently, the City of Richmond, located in Contra Costa County, joined MCE, and a revised Implementation Plan reflecting updates related to this expansion was filed with the CPUC on July 6, 2012.

A revision to MCE’s Implementation Plan was then filed with the Commission on November 6, 2012 to ensure compliance with Commission Decision 12-08-045, which was issued on August 31, 2012. In Decision 12-08-045, the Commission directed existing CCA programs to file revised Implementation Plans to conform to the privacy rules in Attachment B of this Decision.

During 2015, the County of Napa and the Cities of Benicia, El Cerrito, and San Pablo joined MCE; service was extended to customers in unincorporated Napa County during February, 2015 and to customers in Benicia, El Cerrito and San Pablo during May, 2015. To address the anticipated effects of these expansions, MCE filed with the Commission a revision to its Implementation Plan on July 18, 2014 to address expansion to the County of Napa (the Commission subsequently certified this revision on September 15, 2014); following this revision, MCE submitted Addendum #1 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of San Pablo (Addendum #1) on September 25, 2014 (the Commission subsequently certified Addendum #1 on October 29, 2014); and Addendum #2 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of Benicia (Addendum #2) on

November 21, 2014 (the Commission subsequently certified Addendum #2 on December 1, 2014); and Addendum #3 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of El Cerrito (Addendum #3) on January 8, 2015 (the Commission subsequently certified Addendum #3 on January 16, 2015)

Numerous communities continue to contact MCE regarding membership opportunities, including specific requests to join MCE and initiate related CCA service within these various jurisdictions. In response to these inquiries, MCE's governing board adopted Policy 007, which establishes a formal process and specific criteria for new member additions. In particular, this policy identifies several threshold requirements, including the specification that any prospective member evaluation demonstrate rate-related savings (based on prevailing market prices for requisite energy products at the time of each analysis) as well as environmental benefits (as measured by anticipated reductions in greenhouse gas emissions and increased renewable energy sales to CCA customers) before proceeding with expansion activities, including the filing of related revisions/addenda to this Implementation Plan. As MCE receives new membership requests, staff will follow the prescribed evaluative process of Policy 007 and will present related results at future public meetings. To the extent that membership evaluations demonstrate favorable results and any new community completes the process of joining MCE, this Implementation Plan will be revised through a related addendum, highlighting key impacts and consequences associated with the addition of such new community/communities.

The MCE program now provides electric generation service to approximately 170,000 customers, including a cross section of residential and commercial accounts. During its more than five-year operating history, non-member municipalities have monitored MCE progress, evaluating the potential opportunity for membership, which would enable customer choice with respect to electric generation service. In response to public interest and MCE's successful operational track record, the each of Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville requested MCE membership, consistent with MCE Policy 007, and adopted the requisite ordinance for joining MCE. MCE's Board of Directors approved the membership requests at a duly noticed public meeting on April 21, 2016 through the approval of Resolution No. 2016-01.

This Addendum No. 4 to the Marin Clean Energy Community Choice Aggregation Implementation Plan and Statement of Intent ("Addendum No. 3") describes MCE's expansion plans to include the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville. According to the Commission, the Energy Division is required to receive and review a revised MCE implementation plan reflecting changes/consequences of additional members. With this in mind, MCE has reviewed its revised Implementation Plan, which was filed with the Commission on July 18, 2014, as well as previous Addendums, and has identified certain information that requires updating to reflect the changes and consequences of adding the new municipalities as well as other forecast modifications reflecting the most recent historical electric energy use within MCE's existing

service territory. This Addendum No. 4 reflects pertinent changes related to the new member additions as well as projections that account for MCE's planned expansion and recent operations. This document format, including references to MCE's most recent Implementation Plan revision (filed with the Commission on July 18, 2014 and certified by the Commission on September 15, 2014), which is incorporated by reference and attached hereto as Appendix D, addresses all requirements identified in PU Code Section 366.2(c)(4), including universal access, reliability, equitable treatment of all customer classes and any requirements established by state law or by the CPUC concerning aggregated service, while streamlining public review of pertinent changes related to MCE expansion.

CHAPTER 2 – Changes to Address MCE Expansion to the Cities of American Canyon, Calistoga, Lafayette, Napa, Walnut Creek, and the Town of Yountville

This Addendum No. 4 addresses the anticipated impacts of MCE's planned expansion to the Cities of American Canyon, Calistoga, Lafayette, Napa, Walnut Creek, and the Town of Yountville, as well as other forecast modifications reflecting the most recent historical electric energy use within MCE's existing service territory. As a result of these member additions, certain assumptions regarding MCE's future operations have changed, including customer energy requirements, peak demand, renewable energy purchases, revenues and expenses as well as various other items. The following section highlights pertinent changes related to this planned expansion. To the extent that certain details related to membership expansion are not specifically discussed within this Addendum No. 4, MCE represents that such information shall remain unchanged relative to the July 18, 2014 Implementation Plan revision, which was certified by the Commission on September 15, 2014.

With regard to the defined terms Members and Member Agencies, the following communities are now signatories to the MCE Joint Powers Agreement and represent MCE's current membership:

Member Agencies
City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Mill Valley
County of Marin
City of Napa
County of Napa
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
Town of Tiburon
City of Walnut Creek
Town of Yountville

Throughout this document, use of the terms Members and Member Agencies shall now include the aforementioned communities. To the extent that discussion addresses the process of aggregation and MCE organization, each of these communities is now an MCE Member and its electric customers will be offered CCA service consistent with the noted phase-in schedule.

Aggregation Process

MCE's aggregation process was discussed in Chapter 2 of MCE's July 18, 2014 Revised Implementation Plan. This first paragraph of Chapter 2 is replaced in its entirety with the following verbiage:

As previously noted, MCE successfully launched its CCA Program, MCE, on May 7, 2010 after meeting applicable statutory requirements and in consideration of planning elements described in its initial Implementation Plan. At this point in time, MCE plans to expand agency membership to include the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville. These communities have requested MCE membership, and MCE's Board of Directors subsequently approved the membership requests at a duly noticed public meeting on April 21, 2016.

Program Phase-In

Program phase-in was discussed in Chapter 5 of MCE's July 18, 2014 Revised Implementation Plan. Chapter 5 is replaced in its entirety with the following verbiage:

MCE will continue to phase-in the customers of its CCA Program as communicated in this Implementation Plan. To date, six phases have been successfully implemented, and a seventh phase will commence in September 2016. The seventh phase will now include service commencement to customers located within the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville, as reflected in the following table.

MCE Phase No.	Status & Description of Phase	Implementation Date
Phase 1	Complete: MCE Member (municipal) accounts & a subset of residential, commercial and/or industrial accounts, comprising approximately 20 percent of total customer load within MCE's original Member Agencies.	May 7, 2010
Phase 2	Complete: Additional commercial and residential accounts, comprising approximately 20 percent of total customer load within MCE's original Member Agencies (incremental addition to Phase 1).	August 2011
Phase 3	Complete: Remaining accounts within Marin County.	July 2012
Phase 4	Complete: Residential, commercial, agricultural, and street lighting accounts within the City of Richmond.	July 2013
Phase 5	Complete: Residential, commercial, agricultural, and street lighting accounts within the unincorporated areas of Napa County, subject to economic and operational constraints.	February 2015
Phase 6	Complete: Residential, commercial, agricultural, and street lighting accounts within the City of San Pablo, the City of Benicia and the City of El Cerrito, subject to economic and operational constraints.	May 2015

MCE Phase No.	Status & Description of Phase	Implementation Date
Phase 7	September 2016: Residential, commercial, agricultural, and street lighting accounts within the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville, subject to economic and operational constraints.	September 2016

This approach has provided MCE with the ability to start slow, addressing any problems or unforeseen challenges on a small manageable program before gradually building to full program integration for an expected customer base of approximately 256,000 accounts, following completion of Phase 7 customer enrollments. This approach has also allowed MCE and its energy supplier(s) to address all system requirements (billing, collections, payments) under a phase-in approach to minimize potential exposure to uncertainty and financial risk by “walking” prior to ultimately “running”. The Board may evaluate other phase-in options based on then-current market conditions, statutory requirements and regulatory considerations as well as other factors potentially affecting the integration of additional customer accounts.

Sales Forecast

With regard to MCE’s sales forecast, which is addressed in Chapter 6, Load Forecast and Resource Plan, MCE assumes that total annual retail sales will increase to approximately 2,800 GWh following Phase 7 expansion. The following tables have also been updated to reflect the impacts of planned expansion to MCE’s new membership.

Chapter 6, Resource Plan Overview

Marin Clean Energy Proposed Resource Plan (GWh) 2010 to 2019										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
MCE Demand (GWh)										
Retail Demand	-91	-185	-570	-1,110	-1,252	-1,710	-2,103	-2,802	-2,816	-2,830
Distributed Generation	0	2	4	5	9	14	19	24	31	40
Energy Efficiency	0	0	0	0	1	1	22	31	43	58
Losses and UFE	-5	-11	-34	-66	-74	-102	-124	-165	-165	-164
Total Demand	-97	-195	-601	-1,172	-1,315	-1,796	-2,185	-2,913	-2,906	-2,897
MCE Supply (GWh)										
<u>Renewable Resources</u>										
Generation	0	0	0	0	0	0	0	0	0	0
Power Purchase Contracts	23	50	289	564	645	927	1,130	1,602	1,695	1,784
Total Renewable Resources	23	50	289	564	645	927	1,130	1,602	1,695	1,784
<u>Conventional Resources</u>										
Generation	0	0	0	0	0	0	0	0	0	0
Power Purchase Contracts	74	145	312	608	670	869	1,056	1,310	1,212	1,112
Total Conventional Resources	74	145	312	608	670	869	1,056	1,310	1,212	1,112
Total Supply	97	195	601	1,172	1,315	1,796	2,185	2,913	2,906	2,897
Energy Open Position (GWh)	0	0	0	0	0	0	0	0	0	0

Chapter 6, Customer Forecast

Marin Clean Energy Enrolled Retail Service Accounts Phase-In Period (End of Month)							
	May-10	Aug-11	Jul-12	Jul-13	Feb-15	May-15	Sep-16
MCE Customers							
Residential	7,354	12,503	77,345	106,510	120,204	149,610	225,128
Commercial & Industrial	579	1,114	9,913	13,098	15,316	19,147	27,274
Street Lighting & Traffic	138	141	443	748	1,014	1,219	1,866
Ag & Pumping	-	<15	113	109	1,467	1,625	1,700
Total	8,071	13,759	87,814	120,465	138,001	171,601	255,968

Marin Clean Energy Retail Service Accounts (End of Year) 2010 to 2019										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
MCE Customers										
Residential	7,354	12,503	77,345	106,510	106,510	149,610	225,128	225,128	226,254	227,385
Commercial & Industrial	579	1,114	9,913	13,098	13,098	19,147	27,274	27,274	27,410	27,547
Street Lighting & Traffic	138	141	443	748	748	1,219	1,866	1,866	1,875	1,885
Ag & Pumping	-	<15	113	109	109	1,625	1,700	1,700	1,709	1,717
Total	8,071	13,759	87,814	120,465	120,465	171,601	255,968	255,968	257,248	258,534

Chapter 6, Sales Forecast

Marin Clean Energy Energy Requirements (GWh) 2010 to 2019										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
MCE Energy Requirements (GWh)										
Retail Demand	91	185	570	1,110	1,252	1,710	2,103	2,802	2,816	2,830
Distributed Generation	0	-2	-4	-5	-9	-14	-19	-24	-31	-40
Energy Efficiency	0	0	0	0	-1	-1	-22	-31	-43	-58
Losses and UFE	5	11	34	66	74	102	124	165	165	164
Total Load Requirement	97	195	601	1,172	1,315	1,796	2,185	2,913	2,906	2,897

Chapter 6, Capacity Requirements

Marin Clean Energy Capacity Requirements (MW) 2010 to 2019										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Demand (MW)										
Retail Demand	28	46	182	233	234	318	447	499	501	504
Distributed Generation	-	(1)	(2)	(3)	(5)	(8)	(11)	(14)	(18)	(23)
Energy Efficiency	-	-	-	(0)	(0)	(0)	(5)	(7)	(10)	(13)
Losses and UFE	2	3	11	14	14	19	26	29	28	28
Total Net Peak Demand	30	47	191	244	243	328	457	507	502	496
Reserve Requirement (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Capacity Reserve Requirement	4	7	29	37	36	49	69	76	75	74
Capacity Requirement Including Reserve	34	55	220	281	279	377	526	583	578	571

Chapter 6, Renewable Portfolio Standards Energy Requirements

Marin Clean Energy RPS Requirements (MWh) 2010 to 2019										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Retail Sales	91,219	183,741	566,640	1,105,385	1,240,992	1,694,449	2,061,766	2,747,986	2,741,727	2,732,840
Baseline	-	18,244	36,748	113,328	221,077	269,295	394,807	515,442	741,956	795,101
Incremental Procurement Target	18,244	18,504	76,580	107,749	48,218	125,511	120,635	226,515	53,145	52,080
Annual Procurement Target	18,244	36,748	113,328	221,077	269,295	394,807	515,442	741,956	795,101	847,180
% of Current Year Retail Sales	20%	20%	20%	20%	22%	23%	25%	27%	29%	31%

Marin Clean Energy
RPS Requirements and Program Renewable Energy Targets
(MWh)
2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Retail Sales (MWh)	91,219	183,741	566,640	1,105,385	1,240,992	1,694,449	2,061,766	2,747,986	2,741,727	2,732,840
Annual RPS Target (Minimum MWh)	18,244	36,748	113,328	221,077	269,295	394,807	515,442	741,956	795,101	847,180
Program Target (% of Retail Sales)	25%	27%	51%	51%	52%	55%	55%	58%	62%	65%
Program Renewable Target (MWh)	22,805	49,610	288,986	563,746	645,316	926,796	1,129,889	1,602,464	1,694,720	1,784,435
Surplus In Excess of RPS (MWh)	4,561	12,862	175,658	342,669	376,021	531,989	614,448	860,508	899,619	937,255
Annual Increase (MWh)	22,805	26,805	239,376	274,760	81,569	281,480	203,094	472,575	92,256	89,715

Chapter 6, Energy Efficiency

Marin Clean Energy
Energy Efficiency Savings Goals
(GWh)
2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
MCE Retail Demand	91	185	570	1,110	1,252	1,710	2,103	2,802	2,816	2,830
MCE Energy Efficiency Goal	0	0	0	0	-1	-1	-22	-31	-43	-58

Chapter 6, Demand Response

Marin Clean Energy
Demand Response Goals
(MW)
2010 to 2019

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Total Capacity Requirement (MW)	34	55	220	281	279	377	526	583	578	571
Greater Bay Area Capacity Requirement (MW)	5	9	35	44	44	40	56	62	61	61
Demand Response Target	-	-	-	-	-	-	-	7	14	29
Percentage of Local Capacity Requirement	0%	0%	0%	0%	0%	0%	0%	12%	23%	47%

Chapter 6, Distributed Generation

Marin Clean Energy
Distributed Generation Projections
(MW)
to

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
DG Capacity	-	1	2	3	5	8	11	14	18	23

Financial Plan

With regard to MCE's financial plan, which is addressed in Chapter 7, Financial Plan, MCE has updated its expected operating results, which now include projected impacts related to service expansion within MCE's new member communities. The following table reflects updated operating projections in consideration of these planned expansions.

Chapter 7, CCA Program Implementation Feasibility Analysis

Marin Clean Energy
Summary of CCA Program Phase-In
(January 2013 through December 2021)

CATEGORY	2013	2014	2015	2016	2017	2018	2019	2020	2021
I. REVENUES FROM OPERATIONS (\$)									
ELECTRIC SALES REVENUE	79,097,747	96,963,884	135,021,092	169,271,724	216,452,212	213,543,823	214,611,542	220,764,561	228,524,436
LESS UNCOLLECTIBLE ACCOUNTS	(395,489)	(484,819)	(675,105)	(846,359)	(1,082,261)	(1,067,719)	(1,073,058)	(1,103,823)	(1,142,622)
LESS NET ENERGY METERING CREDITS	(314,809)	(385,916)	(546,879)	(362,202)	(425,212)	(427,338)	(429,475)	(431,621)	(433,781)
TOTAL REVENUES	78,702,259	96,479,065	134,345,986	168,425,365	215,369,951	212,476,104	213,538,484	219,660,739	227,381,813
II. COST OF OPERATIONS (\$)									
(A) ADMINISTRATIVE AND GENERAL (A&G)									
STAFFING	1,386,303	1,825,000	2,710,500	4,598,125	5,485,201	5,649,757	5,819,250	5,993,828	6,173,642
CONTRACT SERVICES	4,457,964	4,572,751	4,838,757	6,351,549	7,383,653	7,477,211	7,572,972	7,670,983	7,771,338
IOU FEES (INCLUDING BILLING)	584,729	660,114	877,953	1,101,770	1,444,734	1,495,516	1,548,084	1,602,499	1,658,827
OTHER A&G	302,806	373,125	610,500	519,624	472,850	486,017	499,579	513,549	527,937
SUBTOTAL A&G	6,731,802	7,430,990	9,037,711	12,571,067	14,786,438	15,108,502	15,439,885	15,780,858	16,131,744
(B) COST OF ENERGY	67,886,604	82,928,413	115,624,967	142,856,566	183,655,605	166,704,670	175,122,240	182,541,059	190,601,655
(C) DEBT SERVICE	1,195,162	1,195,162	2,450,457	455,000	455,000	455,000	455,000	455,000	455,000
TOTAL COST OF OPERATION	75,813,568	91,554,564	127,113,135	155,882,633	198,897,043	182,268,172	191,017,125	198,776,917	207,188,399
CCA PROGRAM SURPLUS/(DEFICIT)	2,888,691	4,924,500	7,232,851	12,542,733	16,472,908	30,207,932	22,521,359	20,883,822	20,193,415

Expansion Addendum Appendices

Appendix A: Marin Clean Energy Resolution 2016-01

Appendix B: Joint Powers Agreement

Appendix C: Member Ordinances

Appendix D: Marin Clean Energy Revised Implementation Plan and Statement of Intent
(April 21, 2016)

RESOLUTION NO. 2016-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF MCE APPROVING THE CITIES OF AMERICAN CANYON, CALISTOGA, LAFAYETTE, NAPA, ST. HELENA, WALNUT CREEK AND THE TOWN OF YOUNTVILLE AS MEMBERS OF MCE

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the “Act”), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (“CCA”); and,

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (“MCE”), (formerly the Marin Energy Authority) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time (“MCE Joint Powers Agreement”); and,

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and,

WHEREAS, MCE members include the following communities: the County of Marin, the City of Belvedere, the City of Benicia, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Larkspur, the City of Mill Valley, the County of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito and the Town of Tiburon; and

WHEREAS, requested membership in MCE was made by the Cities of American Canyon and Calistoga on September 2, 2015, Lafayette on August 11, 2015, Napa on August 31, 2015, St. Helena on August 7, 2015, Walnut Creek on August 10, 2015 and the Town of Yountville on August 4, 2015; and,

WHEREAS, the ordinance approving membership in MCE was made by the Cities of American Canyon on November 17, 2015, Calistoga on November 3, 2015, Lafayette on March 14, 2015, Napa on February 2, 2016, St. Helena on January 12, 2016, Walnut Creek on March 15, 2016, and the Town of Yountville on March 15, 2016 and,

WHEREAS, the membership analyses for the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville was completed on April 8, 2016, and yielded a positive result,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Directors of MCE that the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek And the Town of Yountville are approved as members of MCE.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on the twenty-first day of April, 2016 by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere				
City of Benicia				
Town of Corte Madera				
City of El Cerrito				
Town of Fairfax				
City of Larkspur				
County of Marin				
City of Mill Valley				
County of Napa				
City of Novato				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
Town of Tiburon				

KATE SEARS, CHAIR

ATTEST:

DAWN WEISZ, SECRETARY

RESOLUTION NO. 2015-86

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, STATE OF CALIFORNIA,
REQUESTING MEMBERSHIP IN MARIN CLEAN ENERGY**

WHEREAS, the City of American Canyon has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA"); and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act; and

WHEREAS, the City of American Canyon fully supports the mission of MCE, which states that the purpose of MCE 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 MCE to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production at competitive rates for customers; and

WHEREAS, the City of American Canyon fully supports MCE's current electricity procurement plan, which targets for more than 50% renewable energy content; and

WHEREAS, the City has adopted an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City of American Canyon as follows:

1. Based upon all of the above, the Council requests that the Board of Directors of Marin Clean Energy approve the City of American Canyon as a member of the MCE.
2. The City Manager is hereby directed to forward a copy of this Resolution to MCE.

PASSED, APPROVED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 17th day of November, 2016, by the following vote:

AYES: Council Members Bennett, Joseph, Ramos, Vice Mayor Leary and Mayor Garcia
NOES: None
ABSTAIN: None
ABSENT: None



Leon Garcia, Mayor

ATTEST:



Cherri Walton, Deputy City Clerk

RESOLUTION NO. 2015-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, REQUESTING MEMBERSHIP IN MARIN CLEAN ENERGY

WHEREAS, the City of Calistoga has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy; and

WHEREAS, Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code Section 366.2; hereinafter referred to as the "Act") authorizes any California city whose governing body so elects to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA"); and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified MCE's "Implementation Plan," confirming MCE's compliance with the requirements of the Act; and

WHEREAS, the City fully supports the mission of MCE, which states that the purpose of MCE 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 MCE to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production at competitive rates for customers; and

WHEREAS, the City fully supports MCE's current electricity procurement plan, which targets for more than 50% renewable energy content; and

WHEREAS, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City to adopt a resolution requesting membership in MCE electing to implement a CCA program within its jurisdiction.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Calistoga as follows:

1. Based upon all of the above, the Council requests that the MCE Board of Directors approve the City of Calistoga as a member of MCE.
2. The City Manager is hereby directed to forward a copy of this resolution to MCE.

PASSED AND ADOPTED by the City Council of the City of Calistoga at a regular meeting held the 20th day of October, 2015 by the following vote:

AYES: Councilmembers Kraus, Lopez-Ortega and Barnes, Vice Mayor
Dunsford and Mayor Canning
NOES: None
ABSTAIN: None
ABSENT: None


CHRIS CANNING, Mayor

ATTEST:


KATHY FLAMSON, City Clerk

ATTEST

This document is a correct copy of the original on file in the office of the City Clerk of the City of Napa, County of Napa, State of California

By [Signature] Date 3/9/16

No. of pages 43

RESOLUTION R2016-9

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE CITY OF NAPA TO REQUEST MEMBERSHIP IN MARIN CLEAN ENERGY

WHEREAS, the City of Napa has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA"); and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement (attached hereto as Exhibit "A" and incorporated herein by reference) as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act; and

WHEREAS, the City of Napa fully supports the mission of MCE, which states that the purpose of MCE 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 MCE to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production at competitive rates for customers; and

WHEREAS, the City of Napa fully supports MCE's current electricity procurement plan, which targets for more than 50% renewable energy content; and

WHEREAS, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City of Napa to individually adopt a resolution requesting membership in MCE and an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.
2. Based upon all the above, the City Council requests that the Board of Directors of Marin Clean Energy approve the City of Napa as a member of the MCE.
3. The City Manager is hereby directed to forward a copy of this Resolution to MCE.
4. The City Council hereby authorizes the Public Works Director to appoint a specific staff position by title to serve as liaison to MCE.
5. The City Council hereby authorizes the City Manager to execute the Memorandum of Understanding (MOU) (attached hereto as Exhibit "B" and incorporated herein by reference) for Exploring Inclusion in MCE.
6. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 2nd day of February, 2016, by the following vote:

AYES: Inman, Luros, Mott, Sedgley, Techel

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:



Lisa Blackmon, Deputy City Clerk

FOR Dorothy Roberts
City Clerk

Approved as to form:



Michael W. Barrett
City Attorney

COPY

BEFORE THE CITY COUNCIL OF THE CITY OF LAFAYETTE

IN THE MATTER OF:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF)
LAFAYETTE, CALIFORNIA REQUESTING MEMBERSHIP)
IN MARIN CLEAN ENERGY)

Resolution 2016-02

WHEREAS, the City of Lafayette of has been actively investigating options to provide electric services to constituents within its service area since June 2014 with the intent of promoting use of renewable energy, reducing energy related greenhouse gas emissions, and providing Lafayette residents and businesses with alternatives to Pacific Gas & Electric Company; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

WHEREAS, on September 27, 2006, AB32 was signed into law establishing the goal of reducing the state's greenhouse gas emissions to 1990 levels by 2020; and

WHEREAS, on November 13, 2006, the Lafayette City Council adopted the Environmental Strategy which recognizes the importance of environmental sustainability and encourages community awareness, responsibility, participation, and education to promote an environmentally sustainable community; and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act; and

WHEREAS, the City of Lafayette is committed to the development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, protection of the environment, and fully supports MCE's current electricity procurement plan, which targets more than 50% renewable energy content; and

WHEREAS, approximately 89-percent of housing in the City of Lafayette was built prior to Title 24 standards and is less energy efficient than newer construction; and

WHEREAS, in 2010, 22-percent of overall community wide greenhouse gas emissions in Lafayette was caused by energy use and Lafayette has a considerable opportunity to impact emissions through energy conservation, energy efficiency, and the use of renewable energy sources; and

WHEREAS, electricity in Lafayette is generated and provided by Pacific Gas and Electric Company (PG&E) and there is not presently an alternative provider in the City. PG&E is currently

working to add more renewable energy to its power mix under California's renewable portfolio standard and is on track to have 33-percent renewables by the end of 2020; and

WHEREAS, the City finds it important that its customers- residents, businesses, and public facilities- have alternative choices to energy procurement beyond PG&E; and

WHEREAS, the City of Lafayette finds that joining MCE will offer Lafayette customers choice in their power provider and will help Lafayette meet the state goal set out in AB32 and the goals outlined in the City's Environmental Strategy; and

WHEREAS, the City fully supports the mission of MCE, which states that the purpose of MCE 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 MCE to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production at competitive rates for customers; and

WHEREAS, on August 10, 2015 the Lafayette City Council authorized a Letter of Intent to be sent to MCE requesting that they conduct a membership analysis for Lafayette; and

WHEREAS, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City to individually adopt a resolution requesting membership in MCE, adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through MCE, a Memorandum of Understanding, and a completed request for load data.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council requests that the Board of Directors of Marin Clean Energy approve the City of Lafayette as a member of MCE.
2. The City Manager is hereby directed to forward a copy of this resolution, a Memorandum of Understanding, and a completed request for load data to MCE.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Lafayette at a regular meeting on January 25, 2016, by the following vote:

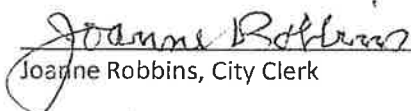
AYES: Mitchell, M. Anderson, B. Andersson, Reilly and Tatzin

NOES: None

ABSTAIN: None

ABSENT: None

ATTEST:


Joanne Robbins, City Clerk

APPROVED:



Mark Mitchell, Mayor

ATTEST:

The foregoing instrument is a correct copy of the original on file in this office of City Clerk and Clerk of the St. Helena City Council, County of Napa, State of California.

By Cindy Kane Date 12/10/15
Seal

CITY OF ST. HELENA

RESOLUTION NO. 2015-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, COUNTY OF NAPA, STATE OF CALIFORNIA, REQUESTING MEMBERSHIP IN MARIN CLEAN ENERGY (MCE)

WHEREAS, the City of St. Helena has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA").

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act.

WHEREAS, the City of St. Helena fully supports the mission of MCE, which states that the purpose of MCE 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 MCE to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production at competitive rates for customers.

WHEREAS, the City of St. Helena fully supports MCE's current electricity procurement plan, which targets for more than 50% renewable energy content.

WHEREAS, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City of St. Helena to individually adopt a resolution requesting membership in MCE and an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City of St. Helena as follows:

1. Based upon all of the above, the Council requests that the Board of Directors of Marin Clean Energy approve the City of St. Helena as a member of the MCE.
2. The City of St. Helena Manager is hereby directed to forward a copy of this resolution to MCE.

PASSED AND ADOPTED at a regular meeting of the City of St. Helena Council on the 24th day of November, 2015, by the following vote:

Mayor Galbraith:

Yes

Vice Mayor White:

absent

Councilmember Crull:

Yes

Councilmember Dohring:

Yes

Councilmember Pitts:

Yes

APPROVED:

ATTEST:

Alan Galbraith
Alan Galbraith, Mayor

Cindy Black
Cindy Black, City Clerk



**CITY OF WALNUT CREEK
RESOLUTION NO. 16-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WALNUT CREEK
REQUESTING MEMBERSHIP IN MARIN CLEAN ENERGY**

WHEREAS, the City of Walnut Creek (the "City") has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA").

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act.

WHEREAS, the City fully supports the mission of MCE, which states that the purpose of MCE 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 MCE to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production at competitive rates for customers.

WHEREAS, the City fully supports MCE's current electricity procurement plan, which targets for more than 50% renewable energy content.

WHEREAS, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City to individually adopt a resolution requesting membership in MCE and an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City of Walnut Creek as follows:

1. Based upon all of the above, the Council requests that the Board of Directors of Marin Clean Energy approve the City of Walnut Creek as a member of the MCE.
2. The City Manager is hereby directed to forward a copy of this resolution to MCE.

PASSED AND ADOPTED by the City Council of the City of Walnut Creek at a regular meeting thereof held on the 15th day of March, 2016 by the following called vote:

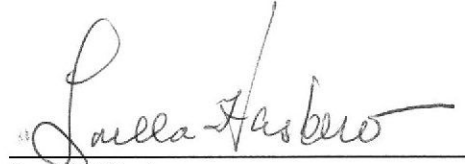
AYES:	Councilmembers:	Simmons, Carlston, Mayor Haskew
NOES:	Councilmembers:	Wedel

City of Walnut Creek

Resolution No. 16-18

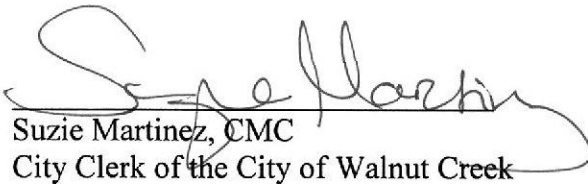
ABSTAIN: Councilmembers: Silva

ABSENT: Councilmembers: None



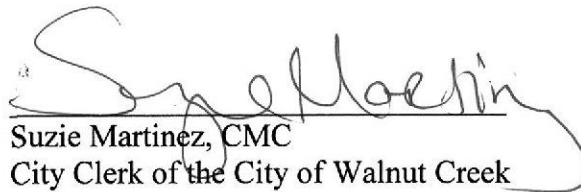
Loella Haskew
Mayor of the City of Walnut Creek

Attest:



Suzie Martinez, CMC
City Clerk of the City of Walnut Creek

I HEREBY CERTIFY the foregoing to be a true and correct copy of Resolution No. 16-18 duly passed and adopted by the City Council of Walnut Creek, County of Contra Costa, State of California, at a regular meeting of said Council held on the 15th day of March, 2016.



Suzie Martinez, CMC
City Clerk of the City of Walnut Creek

Town of Yountville Resolution Number 16-3327

Requesting Membership in Marin Clean Energy

Recitals

- A. The Town of Yountville has been actively investigating options to provide electric services to constituents within its service area with the intent of achieving greater local involvement over the provision of electric services and promoting competitive and renewable energy.
- B. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation ("CCA").
- C. The Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.
- D. On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act.
- E. The Town fully supports the mission of MCE, which states that the purpose of MCE is the 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 MCE to promote the development and use of a wide range of renewable energy sources and energy efficient programs, including but not limited to solar and wind energy production at competitive rates for customers.
- F. The Town fully supports MCE's current electricity procurement plan, which targets for more than 50% renewable energy content.
- G. During its January 26 regular meeting, the Yountville Go Green Team received presentations from representatives of MCE and unanimously recommended to the Town Council that the Town become a member of MCE.
- H. In order to become a member of MCE, the MCE Joint Powers Agreement requires the Town to individually adopt a resolution requesting membership in MCE and an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction.

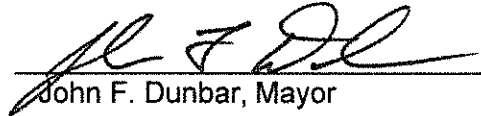
Now therefore, the Town Council of the Town of Yountville does resolve as follows:

- 1. Hereby requests that the Board of Directors of Marin Clean Energy approve the Town of Yountville as a member of the MCE.
- 2. Hereby authorizes the Town Manager to sign the Memorandum of Understanding between MCE and the Town of Yountville Exploring Inclusion in MCE.
- 3. Hereby authorizes the Town Manager to sign the request for load data for PG&E.
- 4. Hereby directs Town Staff to forward a copy of this resolution to MCE.

5. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 1st day of March, 2016 by the following vote:

AYES: Dorenbecher, Hall, Durham and Dunbar
NOES: Mohler
ABSENT: None
ABSTAIN: None



John F. Dunbar, Mayor

ATTEST:



Julie Baldia, Deputy Town Clerk

**Marin Energy Authority
- Joint Powers Agreement -**

Effective December 19, 2008

**As amended by Amendment No. 1 dated December 3, 2009
As further amended by Amendment No. 2 dated March 4, 2010
As further amended by Amendment No. 3 dated May 6, 2010
As further amended by Amendment No. 4 dated December 1, 2011
As further amended by Amendment No. 5 dated July 5, 2012
As further amended by Amendment No. 6 dated September 5, 2013
As further amended by Amendment No. 7 dated December 5, 2013
As further amended by Amendment No. 8 dated September 4, 2014
As further amended by Amendment No. 9 dated December 4, 2014
As further amended by Amendment No. 10 dated April 21, 2016**

Among The Following Parties:

**City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Mill Valley
City of Napa
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
City of St. Helena
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Marin
County of Napa**

MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT

This **Joint Powers Agreement** (“Agreement”), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1 CONTRACT DOCUMENTS

1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A:	Definitions
Exhibit B:	List of the Parties
Exhibit C:	Annual Energy Use
Exhibit D:	Voting Shares

1.3 Revision of Exhibits. The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY

2.1 Effective Date and Term. This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.

2.2 Initial Participants. During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

- 2.3 Formation.** There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.
- 2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.
- 2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
- 2.5.1** make and enter into contracts;
 - 2.5.2** employ agents and employees, including but not limited to an Executive Director;
 - 2.5.3** acquire, contract, manage, maintain, and operate any buildings, works or improvements;
 - 2.5.4** acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
 - 2.5.5** lease any property;
 - 2.5.6** sue and be sued in its own name;
 - 2.5.7** incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
 - 2.5.8** issue revenue bonds and other forms of indebtedness;
 - 2.5.9** apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

- 2.5.10** submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
 - 2.5.11** adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”); and
 - 2.5.12** make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.6** **Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.
- 2.7** **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

ARTICLE 3 AUTHORITY PARTICIPATION

- 3.1** **Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

- 3.2** **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4

GOVERNANCE AND INTERNAL ORGANIZATION

- 4.1** **Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.
- 4.2** **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1** The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party.
- 4.2.2** The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its Director and/or alternate Director has been removed may appoint a replacement.
- 4.3** **Terms of Office.** Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.
- 4.4** **Quorum.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.

- 4.5 Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.6 Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.
- 4.7 Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.
- 4.8 Director Compensation.** Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- 4.9 Board Voting Related to the CCA Program.**
- 4.9.1.** To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.
- 4.9.2.** Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.
- 4.9.2.1 Pro Rata Voting Share.** Each Director shall have an equal voting share as determined by the following formula: (1/total number of

Directors) multiplied by 50, and

4.9.2.2 Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula: (Annual Energy Use/Total Annual Energy) multiplied by 50, where (a) “Annual Energy Use” means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWhs”), within the Party’s respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party’s respective jurisdiction that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

4.9.2.3 The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

4.10 Board Voting on General Administrative Matters and Programs Not Involving CCA. Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

4.11 Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions. The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by

providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

4.12 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

4.13 Selection of Board Officers.

4.13.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

4.13.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.

4.13.3 Treasurer and Auditor. The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to

file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.

- 4.14 Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 5

IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

5.1 Preliminary Implementation of the CCA Program.

- 5.1.1 Enabling Ordinance.** Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
- 5.1.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.

5.1.3 Effect of Vote On Required Implementation Action. In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program (“Required Implementation Action”), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:

5.1.3.1 The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.

5.1.3.2 After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.

5.1.4 Termination of CCA Program. Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

5.2 Authority Documents. The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties’ right to withdraw from the Authority as described in Article 7.

ARTICLE 6 FINANCIAL PROVISIONS

- 6.1 Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.
- 6.2 Depository.**
- 6.2.1** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- 6.2.2** All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- 6.2.3** All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- 6.3 Budget and Recovery Costs.**
- 6.3.1 Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.
- 6.3.2 County Funding of Initial Costs.** The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed \$500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County. This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the

payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

6.3.3 CCA Program Costs. The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

6.3.4 General Costs. Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

6.3.5 Other Energy Program Costs. Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

ARTICLE 7 WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 General.

7.1.1.1 Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.

7.1.1.2 Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6

months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

7.1.2 Amendment. Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

7.1.3 Continuing Liability; Further Assurances. A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

7.2 Involuntary Termination of a Party. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

7.3 Continuing Liability; Refund. Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such

Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.

7.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.

7.5 Disposition of Property upon Termination of Authority. Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Dispute Resolution. The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.

8.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses

available under the law, to the Parties, the Authority, or its Directors, officers, or employees.

- 8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 8.4 Amendment of this Agreement.** This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.
- 8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.
- 8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

- 8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

Exhibit A

**To the
Joint Powers Agreement
Marin Energy Authority**

-Definitions-

“AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 4.9.2.2.

“Authority” means the Marin Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the

California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

“Initial Participants” means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Program Agreement 1” means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

“Total Annual Energy” has the meaning given in Section 4.9.2.2.

Exhibit B

To the Joint Powers Agreement Marin Energy Authority

-List of the Parties-

City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
Town of Corte Madera
City of El Cerrito
Town of Fairfax
City of Larkspur
City of Lafayette
City of Mill Valley
City of Napa
City of Novato
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of Sausalito
City of St. Helena
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Marin
County of Napa

ORDINANCE NO. 2015-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, the City of American Canyon has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation; and

WHEREAS, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act; and

WHEREAS, in order to become a member of the MCE, the Act requires the City of American Canyon to adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of American Canyon as follows:

SECTION 1: Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of American Canyon's jurisdiction by and through the City of American Canyon's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

SECTION 2: This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City as a member of MCE, or (b) 30 days after the adoption of this ordinance.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 3rd day of November, 2015 by the following vote:

AYES:	Council Members Bennett, Joseph, Ramos, Vice Mayor Leary and Mayor Garcia
NOES:	None
ABSTAIN:	None
ABSENT:	None

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 17th day of November, 2015 by the following vote:

AYES: Council Members Bennett, Joseph, Ramos, Vice Mayor Leary, Mayor Garcia
NOES: None
ABSTAIN: None
ABSENT: None



Leon Garcia, Mayor

ATTEST:



Cherri Walton, CMC, Deputy City Clerk

APPROVED AS TO FORM:



William D. Ross, City Attorney

ORDINANCE NO. 718

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALISTOGA APPROVING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM AND AUTHORIZING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT

WHEREAS, the City of Calistoga has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

WHEREAS, Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act") authorizes any California city whose governing body so elects to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

WHEREAS, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010 the California Public Utilities Commission certified MCE's "Implementation Plan," confirming MCE's compliance with the requirements of the Act; and

WHEREAS, participating in MCE will gives city customers the choice of having 50% to 100% of their electricity supplied from renewable sources—such as wind, bioenergy, and hydroelectric—as compared to Calistoga's existing provider PG&E, whose energy mix in 2013 was about 22% from renewable sources, at rates that are competitive with PG&E.

WHEREAS, in order to become a member of MCE, the Act requires the City to adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in MCE.

NOW, THEREFORE, THE CALISTOGA CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION ONE

Findings. The above recitals are incorporated herein as if set forth herein in full and each is relied upon independently by the City Council for its adoption of this ordinance.

SECTION TWO

Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Calistoga's jurisdiction by and through the City's participation in Marin Clean Energy.

Ordinance No. 718
Community Choice Aggregation Program and MCE Joint Powers Agreement
Page 2 of 2

SECTION THREE

The City Council hereby authorizes the Mayor to execute the MCE Joint Powers Agreement attached hereto as Exhibit A.

SECTION FOUR

Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION FIVE

Effective Date. This ordinance shall take effect on the later of (a) the date the MCE Board of Directors adopts a resolution adding the City of Calistoga as a member of MCE, or (b) 30 days after its passage. Before the expiration of fifteen (15) days after its passage, the ordinance shall be published in accordance with law in a newspaper of general circulation published and circulated in the city of Calistoga.


THIS ORDINANCE was introduced with the first reading waived at the City of Calistoga City Council meeting of the **20th day of October, 2015**, and was passed and adopted at a regular meeting of the Calistoga City Council **on November 3, 2015**, by the following vote:

AYES:	Councilmember Kraus, Councilmember Lopez-Ortega, Councilmember Barnes and Mayor Canning
NOES:	None
ABSENT:	Vice Mayor Dunsford
ABSTAIN:	None



Chris Canning, Mayor

ATTEST:



Melissa Velasquez, Deputy City Clerk

ORDINANCE O2016-3

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, the City of Napa has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation; and

WHEREAS, the Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act; and

WHEREAS, in order to become a member of the MCE, the Act requires the City of Napa to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meeting of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Napa as follows:

SECTION 1: Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Napa's jurisdiction by and through the City of Napa's participation in Marin Clean Energy. The City Manager is hereby authorized to execute the MCE Joint Powers Agreement.

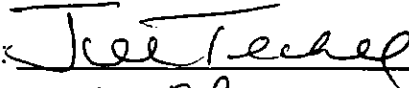
SECTION 2: Severability. If any section, sub-section, subdivision, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid

or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, sub-section, subdivision, paragraph, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more sections, sub-sections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION 3: Effective Date. This Ordinance shall become effective on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City of Napa as a member of MCE, or (b) 30 days after the adoption of this ordinance.

City of Napa, a municipal corporation

MAYOR:



ATTEST:


FOR CITY CLERK OF THE CITY OF NAPA
Lisa Blackmon, Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF NAPA } SS:
CITY OF NAPA }

I, Dorothy Roberts, City Clerk of the City of Napa, do hereby certify that the foregoing Ordinance had its first reading and was introduced during the regular meeting of the City Council on the 19th day of January, 2016, and had its second reading and was adopted and passed during the regular meeting of the City Council on the 2nd day of February, 2016, by the following vote:

AYES: Inman, Luros, Mott, Sedgley, Techel
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Lisa Blackmon, Deputy City Clerk

FOR Dorothy Roberts
City Clerk

Approved as to Form:



Michael W. Barrett
City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF LAFAYETTE

IN THE MATTER OF:

An Ordinance of the City Council of the City of)	
Lafayette approving the Marin Clean Energy)	Ordinance 644
Joint Powers Agreement and authorizing the)	
Implementation of a Community Choice)	
Aggregation Program)	

WHEREAS, the City of Lafayette of has been actively investigating options to provide electric services to constituents within its service area since June 2014 with the intent of promoting use of renewable energy, reducing energy related greenhouse gas emissions, and providing Lafayette residents and businesses with alternatives to Pacific Gas & Electric Company; and

WHEREAS, on September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, Ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

WHEREAS, on September 27, 2006, AB32 was signed into law establishing the goal of reducing the state's greenhouse gas emissions to 1990 levels by 2020; and

WHEREAS, on November 13, 2006, the Lafayette City Council adopted the Environmental Strategy which recognizes the importance of environmental sustainability and encourages community awareness, responsibility, participation, and education to promote an environmentally sustainable community; and

WHEREAS, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time; and

WHEREAS, on February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of MCE, confirming MCE's compliance with the requirements of the Act; and

WHEREAS, the City of Lafayette is committed to the development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, protection of the environment, and fully supports MCE's current electricity procurement plan, which targets more than 50% renewable energy content; and

WHEREAS, approximately 89-percent of housing in the City of Lafayette was built prior to Title 24 standards and is less energy efficient than newer construction; and

WHEREAS, in 2010, 22-percent of overall community wide greenhouse gas emissions in Lafayette was caused by energy use and Lafayette has a considerable opportunity to impact emissions through energy conservation, energy efficiency, and the use of renewable energy sources; and

WHEREAS, electricity in Lafayette is generated and provided by Pacific Gas and Electric Company (PG&E) and there is not presently an alternative provider in the City. PG&E is currently working to add more renewable energy to its power mix under California's renewable portfolio standard and is on track to have 33-percent renewables by the end of 2020; and

WHEREAS, the City finds it important that its customers- residents, businesses, and public facilities- have alternative choices to energy procurement beyond PG&E; and

WHEREAS, the City of Lafayette finds that joining MCE will offer Lafayette customers choice in their power provider and will help Lafayette meet the state goal set out in AB32 and the goals outlined in the City's Environmental Strategy; and

WHEREAS, on August 10, 2015 the Lafayette City Council authorized a Letter of Intent to be sent to Marin Clean Energy requesting that they conduct a membership analysis for Lafayette; and

WHEREAS, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in MCE.

THE CITY COUNCIL OF THE CITY OF LAFAYETTE DOES ORDAIN AS FOLLOWS:

Section 1. The City of Lafayette has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy, reducing energy related greenhouse gas emissions, and providing Lafayette residents and businesses with alternatives to Pacific Gas & Electric Company.

Section 2. On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch . 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA).

Section 3. The Act expressly authorizes participation in CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (MCE) was established as a joint powers authority pursuant to a Joint Powers Agreement, as amended from time to time.

Section 4. On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

Section 5. In order to become a member of MCE, the Act requires the City of Lafayette to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

Section 6. Based upon all of the above, the City of Lafayette Council elects to implement a Community Choice Aggregation program within the City of Lafayette's jurisdiction by and through the City of Lafayette's participation in Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

Section 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 8. This ordinance shall take effect on the later of (a) the date the - Board of Directors of MCE adopts a Resolution adding the City/Town as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage.

Section 9. The City Clerk shall either (a) have this Ordinance published in a newspaper of general circulation once within fifteen (15) days after its adoption, or (b) have a summary of this Ordinance published twice in a newspaper of general circulation, once five (5) days before its adoption and again within fifteen (15) days after adoption.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Lafayette held on January 25, 2016, and adopted and ordered published at a meeting of the City Council held on March 14, 2016, by the following vote:

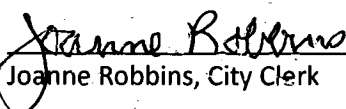
AYES: **Mitchell, B. Andersson, Reilly and Tatzin**

NOES: **None**

ABSTAIN: **None**

ABSENT: **M. Anderson**

ATTEST:


Joanne Robbins, City Clerk

APPROVED:


Mark Mitchell, Mayor

Contra Costa Times

175 Lennon Lane, Suite 100
Walnut Creek, CA 94598
925-943-8019

2010502

LAFAYETTE, CITY OF
ATTN: ACCOUNTS PAYABLE
3675 MT. DIABLO BLVD., #210
LAFAYETTE, CA 94549-3793

PROOF OF PUBLICATION FILE NO. Ord 644 MCE 3/14/16

In the matter of

Contra Costa Times

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Contra Costa Times, a newspaper published in the English language in the City of Walnut Creek, County of Contra Costa, State of California.

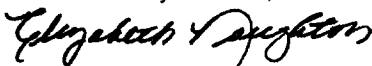
I declare that the Contra Costa Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated October 22, 1934, Case Number 19764. Said decree states that the Contra Costa Times is adjudged to be a newspaper of general circulation for the City of Walnut Creek, County of Contra Costa and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/09/2016

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 14th day of March, 2016.



Signature

Legal No.

0005687278

NOTICE AND SUMMARY OF ORDINANCE 644 APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

Notice is given that on Monday, March 14, 2016, the City Council of the City of Lafayette will conduct a public hearing commencing at 7:00 p.m. in the Community Hall at the Lafayette Library and Learning Center, 3491 Mt. Diablo Blvd. Ordinance 644, if adopted will do the following:

1. Authorize the Mayor to execute the Marin Clean Energy Joint Powers Agreement; and
2. Authorize the implementation of a Community Choice Aggregation Program within the City of Lafayette's jurisdiction by and through the City of Lafayette's participation in Marin Clean Energy.

Note: The above is a summary of the major highlights of the ordinance. A reading of the entire ordinance is necessary to obtain a full understanding of the ordinance. Certified copies of the full text of the ordinance are posted in the City Clerk's office at 3675 Mt. Diablo Boulevard, Lafayette, California 94549. A copy may be obtained from the office upon payment of the fee based on the City's actual cost of providing the copy.

Joanne Robbins
City Clerk

CCT #5687278; Mar. 9, 2016

Contra Costa Times

175 Lennon Lane, Suite 100
Walnut Creek, CA 94598
925-943-8019

2010502

LAFAYETTE, CITY OF
ATTN: ACCOUNTS PAYABLE
3675 MT. DIABLO BLVD., #210
LAFAYETTE, CA 94549-3793

PROOF OF PUBLICATION

FILE NO. Joanne Robbins Ord 644

In the matter of

Contra Costa Times

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Contra Costa Times, a newspaper published in the English language in the City of Walnut Creek, County of Contra Costa, State of California.

I declare that the Contra Costa Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated October 22, 1934, Case Number 19764. Said decree states that the Contra Costa Times is adjudged to be a newspaper of general circulation for the City of Walnut Creek, County of Contra Costa and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

03/18/2016

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 18th day of March, 2016.

Signature

Legal No.

0005692520

NOTICE OF ADOPTION OF ORDINANCE 644 APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PRO- GRAM

At its regular meeting on Monday, March 14, 2016, the City Council of the City of Lafayette adopted Ordinance 644. The recorded vote of the City Council was as follows:

AYES: Mitchell, B. Andersson, Reilly and Tatzin

NOES: None

ABSTAIN: None

ABSENT: M. Anderson

1. Allow the City of Lafayette to implement a Community Aggregation Program within its jurisdiction through its participation in Marin Clean Energy
2. Authorize the Mayor to execute the Marin Clean Energy Joint Powers Agreement

Note: The above is a summary of the major highlights of the ordinance. A reading of the entire ordinance is necessary to obtain a full understanding of the ordinance. Certified copies of the full text of the ordinance are posted in the City Clerk's office at 3675 Mt. Diablo Boulevard, Lafayette, California 94549. A copy may be obtained from the office upon payment of the fee based on the City's actual cost of providing the copy.

Joanne Robbins
City Clerk

CCT #5692520; Mar. 18, 2016

**THE CITY OF WALNUT CREEK
ORDINANCE NO. 2149**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WALNUT CREEK
APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND
AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION
PROGRAM**

The City Council of the City of Walnut Creek ordains as follows:

Section 1. The City of Walnut Creek has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.

Section 2. On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation.

Section 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

Section 4. On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

Section 5. In order to become a member of the MCE, the Act requires the City of Walnut Creek to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

Section 6. Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of Walnut Creek's jurisdiction by and through the City of Walnut Creek's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

Section 7. Pursuant to the provisions of Government Code Section 36933, a summary of this Ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this Ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of this Ordinance. Within fifteen (15) days after the adoption of this Ordinance, the City Clerk shall (1) publish the summary, and (2) post in the City Clerk's Office a certified copy of the full text of this Ordinance along with the names of those City Council members voting for and against this Ordinance or otherwise voting. This Ordinance shall become effective on the 31st day after its adoption.

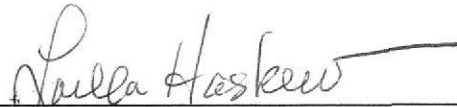
PASSED AND ADOPTED by the City Council of the City of Walnut Creek at a regular meeting thereof held on the 15th day of March, 2016 by the following called vote:

AYES: Councilmembers: Simmons, Carlston, Mayor Haskew

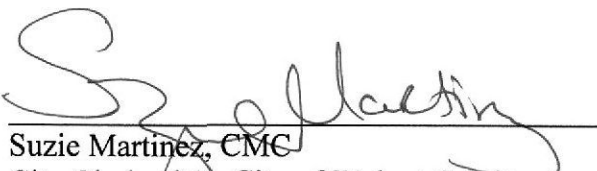
City of Walnut Creek

Ordinance No. 2149

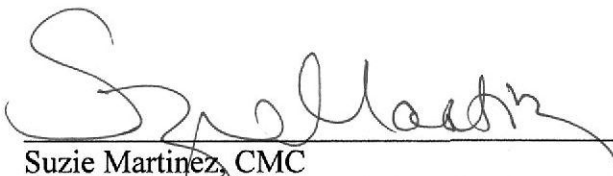
NOES: Councilmembers: Wedel
ABSTAIN: Councilmembers: Silva
ABSENT: Councilmembers: None


Loella Haskew
Mayor of the City of Walnut Creek

Attest:


Suzie Martinez, CMC
City Clerk of the City of Walnut Creek

I HEREBY CERTIFY the foregoing to be a true and correct copy of Ordinance No. 2149 duly passed and adopted by the City Council of Walnut Creek, County of Contra Costa, State of California, at a regular meeting of said Council held on the 15th day of March, 2016.


Suzie Martinez, CMC
City Clerk of the City of Walnut Creek

Town of Yountville

Ordinance Number 16-448

Approving the Marin Clean Energy Joint Powers Agreement and Authorizing the Implementation of a Community Choice Aggregation Program

Recitals

Whereas,

- A. The Town of Yountville has been actively investigating options to provide electric services to constituents within its service areas with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.
- B. On September 24, 2002, the Governor of California signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and business in a community-wide electricity aggregation program known as Community Choice Aggregation.
- C. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.
- D. On February 2, 2010, the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.
- E. During its January 26 regular meeting, the Yountville Go Green Team received presentations from representatives of MCE and unanimously recommended to the Town Council that the Town become a member of MCE.
- F. In order to become a member of the MCE, the Act requires the Town of Yountville to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

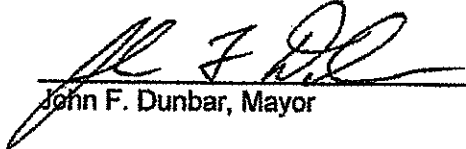
Now therefore, the Town Council of the Town of Yountville does ordain as follows:

- 1. Implement a Community Choice Aggregation program within the Town of Yountville's jurisdiction by and through the Town of Yountville's participation in the Marin Clean Energy.
- 2. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.
- 3. Effective Date. This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the Town of Yountville as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in the Yountville Sun, a newspaper of general circulation published in the Town of Yountville.
- 4. Posting. Within 15 days from the date of passage of this ordinance, the Town Clerk shall post a copy of the ordinance in accordance with California Government Code in at least three public places in the Town.

INTRODUCED by the Town Council on the first day of March 2016; and

PASSED AND ADOPTED at a regular meeting of the Town Council on the fifteenth day of March 2016 by the following vote:

AYES: DORENBECHER, HALL, DURHAM AND DUNBAR
NOES: MOHLER
ABSENT: NONE
ABSTAIN: NONE


John F. Dunbar, Mayor

ATTEST:

TOWN OF YOUNTVILLE

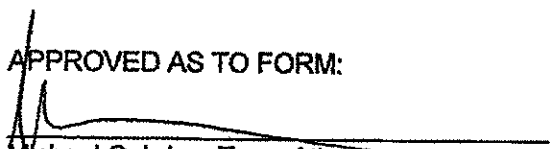

Julie Baldia, Deputy Town Clerk

I, JULIE BALDIA, DEPUTY TOWN CLERK of the Town of Yountville, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the Town Council on the first day of March, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the Town Council on the fifteenth day of March, 2016 by the following vote:

AYES: HALL, DORENBECHER, DURHAM AND DUNBAR
NOES: MOHLER
ABSENT:
ABSTAIN:


Julie Baldia, Deputy Town Clerk

APPROVED AS TO FORM:


Michael Cobden, Town Attorney

CITY OF ST. HELENA

ORDINANCE NO. 2016-1

ORDINANCE OF CITY OF ST. HELENA APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

The City Council of the City of St. Helena ordains as follows:

SECTION 1. The City of St. Helena has been actively investigating options to provide electric services to constituents within its service area with the intent of promoting use of renewable energy and reducing energy related greenhouse gas emissions.

SECTION 2. On September 24, 2002, the Governor signed into law Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2; hereinafter referred to as the "Act"), which authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation.

SECTION 3. The Act expressly authorizes participation in a Community Choice Aggregation (CCA) program through a joint powers agency, and on December 19, 2008, the Marin Clean Energy (MCE) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time.

SECTION 4. On February 2, 2010 the California Public Utilities Commission certified the "Implementation Plan" of the MCE, confirming the MCE's compliance with the requirements of the Act.

SECTION 5. In order to become a member of the MCE, the Act requires the City of St. Helena to individually adopt an ordinance electing to implement a Community Choice Aggregation program within its jurisdiction by and through its participation in the MCE.

SECTION 6. Based upon all of the above, the City Council elects to implement a Community Choice Aggregation program within the City of St. Helena's jurisdiction by and through the City of St. Helena's participation in the Marin Clean Energy. The Mayor is hereby authorized to execute the MCE Joint Powers Agreement.

SECTION 7. This ordinance shall take effect on the later of (a) the date the Board of Directors of MCE adopts a Resolution adding the City as a member of MCE, or (b) 30 days after its adoption and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names

of the members of the Council voting for and against the same in the St. Helena Star, a newspaper of general circulation published in the City of St. Helena.

The foregoing ordinance was introduced at a meeting of the City Council of the City of St. Helena held on November 24, 2015, and adopted at a meeting held on January 12, 2016, by the following vote:

Mayor Galbraith:	<u>Yes</u>
Vice Mayor White:	<u>Yes</u>
Councilmember Crull:	<u>Absent</u>
Councilmember Dohring:	<u>Yes</u>
Councilmember Pitts:	<u>Yes</u>

APPROVED:

Alan Galbraith
Alan Galbraith, Mayor

ATTEST:

Cindy Black
Cindy Black, City Clerk





POLICY NO. 007 – NEW CUSTOMER COMMUNITIES

Whereas MCE’s founding mission is to address climate change by using a wide range of renewable energy sources, reducing energy related greenhouse gas emissions and promoting the development of energy efficiency programs; and

Whereas creating opportunities for customer electric service in new communities may allow MCE to further progress towards its founding mission; and

Whereas MCE currently provides a minimum 50% renewable energy supply to all MCE customers (through its default Light Green retail service option), which substantially exceeds similar renewable energy supply percentages provided by California’s investor-owned utilities (IOUs); and

Whereas the inclusion of new communities to MCE’s membership will increase state-wide renewable energy percentages due to 1) MCE’s specified minimum renewable energy supply percentage of 50%, and 2) access to its 100% renewable option; and

Whereas the inclusion of new communities to MCE’s membership will also decrease greenhouse gas emissions within the Western United States as a result of minimum renewable energy supply percentages exceeding such percentages provided by California’s IOUs; and

Whereas the inclusion of new communities reaffirms the viability of community choice aggregation, and provides an incentive for other cities and counties to pursue more renewable energy options within their own jurisdictions.

Therefore, it is MCE’s policy to explore and support customer electric service in new communities to further agency goals.

In consideration of the above MCE may allow access to service in new communities through two channels, affiliate membership or special-consideration membership, as applicable.



MCE Affiliate Membership Process

Step 1: Governing body submits letter to MCE from new community jurisdiction, requesting consideration as a member.

Step 2: Staff evaluates request to determine: (a) if internal resources are available to consider new membership, and (b) if a formal 'inclusion period' should be offered to create staff efficiencies.

Step 3: MCE Staff request Membership Application from new community governing body.

Step 4: Membership Application submitted to MCE. Request submitted to MCE Board to consider adherence to criteria D, E, F and G below, and to authorize membership of new community, subject to a net positive result in quantitative membership analysis by staff.

Step 4: Following MCE Board approval, staff executes agreement with governing body of new jurisdiction to fund costs of membership analysis (cost waived under inclusion period). Staff undertakes and completes analysis, with primary focus on quantitative criteria A, B and C below. If needed, re-analysis may be conducted over time to account for varying market conditions.

Step 5: Results of membership analysis presented to MCE Board. 1). If quantitative affiliate membership criteria are met, MCE Board adopts resolution to include municipality in MCE Joint Powers Authority membership. 2). If qualitative criteria are not met but other compelling criteria are present, Board may consider approval of membership.

Step 6: Mayor/Board President of new jurisdiction executes JPA Agreement.

Step 7: MCE submits updated Implementation Plan to CPUC.

Membership Criteria:

- A. Including new community will result in a projected net rate reduction for existing customer base.
- B. Including new community will enhance strength of local programs, including an increase in distributed generation, and will accelerate greenhouse gas reductions on a larger scale.
- C. Including new community will increase the amount of renewable energy being used in California's energy market.
- D. There will be an increase in opportunities to launch and operate MCE energy efficiency programs to reduce energy consumption and reliance on fossil fuels.
- E. New opportunities are available to deploy local solar and other distributed renewable generation through the MCE Net Energy Metering Tariff and Feed in Tariff.
- F. Greater demand for jobs and economic activity is likely to result from service in new community.
- G. Inclusion of new community is likely to create stronger voice for MCE at the State and regulatory level.

Affiliate membership considered if:

1. All applicable membership criteria are satisfied,
2. New community is located in a county that is not more than 30 miles from MCE existing county jurisdiction, and
3. Customer base in new community is 40,000 or less or is within a County already served by MCE.

Special-consideration membership considered if:

1. All applicable membership criteria are satisfied,
2. New community is located in a county that is more than 30 miles from MCE existing jurisdiction and/or the customer-base in the new community is greater than 40,000.

MCE Membership Application Checklist

- ✓ Request for load data for PG&E signed by Mayor, City Manager, Board president or Chief County Administrator
- ✓ County assessor data for all building stock in jurisdiction
- ✓ Adoption of a resolution requesting membership in MCE
- ✓ Adoption of the ordinance required by the Public Utilities Code Section 366.2(c) (10) to join MCE's CCA program, adopted governing Board, subject to MCE Board approval
- ✓ Executed 'Agreement for Services' or 'Memorandum of Understanding' (if during inclusion period) to cover:
 - Community agrees to publicize and share information about MCE with community during the 6 month enrollment period. Options to publicize include but are not limited to website, social media, public events, community workshops, and newsletter announcements (where feasible), as well as distribution of flyers and handouts provided by MCE at community offices.
 - Community agrees to provide desk space for up to 2 MCE staff during the 6 month enrollment period, and agrees to consider ongoing desk space availability if needed for effective and efficient outreach.
 - Community agrees to assign staff member as primary point of contact with MCE. Assigned staff member will support and facilitate communication with other community staff and officials, as well as provide input and high-level assistance on community outreach.
 - Community agrees to cover of quantitative analysis cost, not to exceed \$10,000; waived under inclusion period.



April 21, 2016

TO: MCE Board of Directors

FROM: David McNeil, Finance and Project Manager

RE: Proposed Ad Hoc Audit Committee for 2016 (Agenda Item #06)

ATTACHMENTS: Overview of MCE Board Offices and Committees

Dear Board Members:

SUMMARY:

Each year since 2010 MCE's accounts have been audited by the Certified Public Accountants, Vavrinek, Trine, Day & Company, LLP. In the past Staff have overseen the audit process. Staff and the Executive Committee recommend that your Board create an Ad Hoc Audit Committee composed of three board members to oversee MCE's FY 2015/16 financial audit.

The Ad Hoc Audit Committee's mandate would be to appoint the independent auditor charged with auditing MCE's FY 2015/16 accounts, meet with the auditor on at least one occasion without staff present, review financial issues or judgments and investigate other matters pertaining to the audit as it deems necessary. The mandate of the Ad Hoc Audit committee would begin once the Board approves its creation, and would end with the presentation of the audited FY 2015/16 financial statements to your Board.

Staff anticipates that appointment of the auditor will occur in late April or early May. The audit process will be conducted during May and June and the auditor's report will be ready for either the July or August Board meeting.

Budget Impact: None

Recommendation: Approve the creation of the Ad Hoc Audit Committee as described above.

Overview of MCE Board Offices and Committees

(Updated 4.1.16)

Board Offices

Kate Sears, Chair

Tom Butt, Vice Chair

Denise Athas, Auditor/Treasurer

Dawn Weisz, Secretary

Executive Committee

1. Tom Butt, Chair
2. Denise Athas
3. Sloan Bailey
4. Ford Greene
5. Kevin Haroff
6. Bob McCaskill
7. Kate Sears

Technical Committee

1. Kate Sears, Chair
2. Kevin Haroff
3. Ford Greene
4. Emmett O'Donnell
5. Carla Small
6. Ray Withy
7. Greg Lyman

Ad Hoc Contracts Committee for 2016 Open Season

1. Sloan Bailey
2. Barbara Coler
3. Ford Greene
4. Kevin Haroff
5. Brad Wagenknecht
6. Greg Lyman
7. Alan Schwartzman

Ad Hoc Audit Committee 2016

1. Bob McCaskill (Nominated)
- 2.
- 3.

Ad Hoc Expansion Committee 2015/16

1. Barbara Coler
2. Andrew McCullough
3. Brad Wagenknecht
4. Ray Withy

Ad Hoc Ratesetting Committee 2016

1. Bob McCaskill
2. Sloan Bailey
3. Kevin Haroff
4. Emmett O'Donnell
5. Andrew McCullough



April 21, 2016

TO: MCE Board of Directors

FROM: David McNeil, Finance and Project Manager

RE: Proposed Investment Policy 014 (Agenda Item #07)

ATTACHMENTS: Proposed Investment Policy 014

Dear Board Members:

SUMMARY:

Since MCE began operations the use of cash has been carefully monitored by Staff. Due to the growth of the organization and an increase in cash balances, Staff recommend the approval of an Investment Policy by your Board that would govern the management of funds controlled by MCE.

The proposed Investment Policy outlines MCE's investment objectives, defines the standard of care consistent with California Government Code 53600, delegates authority to manage MCE funds to the Finance and Project Manager, defines authorized investments and requires an annual review of the Investment Policy.

The Investment Objectives in order of priority are to ensure the safety of principal, ensure adequate liquidity to enable MCE to meet its obligations and to obtain a market return on investment.

Authorized investments are deposits at authorized banks including certificates of deposit with a term not to exceed 6 months and investments in the Local Agency Investment Fund ("LAIF"). Banks holding MCE deposits must, by law, achieve a satisfactory rating by the FDIC and must hold no less than 110% of the value of deposits as collateral.

Budget Impact: None

Recommendation: Approve the proposed Investment Policy 014



DRAFT

POLICY 014: Investment Policy

This Investment Policy establishes guidelines for the management of cash, deposits and investments (together, “funds”) at MCE. When managing funds, MCE’s primary objectives, in order of importance, shall be to safeguard the principal of the funds, meet the liquidity needs of MCE and achieve a return on investment on funds in MCE’s control.

Safety: Safety of principal is the foremost objective of cash and investment management activities. The investment of funds shall be undertaken in a manner that seeks to ensure the preservation of principal.

Liquidity: The funds of the agency shall remain sufficiently liquid to meet all operating needs that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the investment of funds in deposits or instruments available on demand is recommended.

Return on Investment: The deposit and investment portfolio shall be designed with the objective of attaining a market rate of return throughout the economic cycle taking into account risk and liquidity constraints. The return on deposits and investments is of secondary importance compared to the safety and liquidity objectives described above.

Standard of Care

MCE will manage funds in accordance with the Prudent Investor Standard pursuant to California Government Code 53600.3.1: “Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.” The responsibility to manage is delegated to the Finance and Project Manager or in lieu thereof the Chief Executive Officer.

Authorized Investments

The following types of investments are permitted;

Deposits at Bank(s): Funds may be invested in non-interest bearing depository accounts to meet MCE’s operating and collateral needs and grant requirements. Funds not needed for

these purposes will be invested in interest bearing depository accounts or certificates of deposit with maturities not to exceed six months.

Banks eligible to receive deposits will be federally or state chartered and will conform to Government Code 53635.2 which requires that banks "have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities, including low- and moderate-income neighborhoods, pursuant to Section 2906 of Title 12 of the United States Code."

FDIC Insurance coverage in the United States is \$250,000 per Tax ID Number. As per California Government Code 53652, banks must collateralize the deposits of public agencies in an amount equal to no less than 110% of the value of the deposits.

Local Agency Investment Fund (LAIF): Funds may be invested in the Local Agency Investment Fund. The LAIF was established by the California State Treasurer for the benefit of local agencies. Statutory requirements of the Local Agency Investment Fund include:

California Government Code 16429.1

- a. There is in trust in the custody of the Treasurer the Local Agency Investment Fund, which fund is hereby created. The Controller shall maintain a separate account for each governmental unit having deposits in this fund.
- e. The local governmental unit, the nonprofit corporation, or the quasi-governmental agency has the exclusive determination of the length of time its money will be on deposit with the Treasurer.
- j. Money in the fund shall be invested to achieve the objective of the fund which is to realize the maximum return consistent with safe and prudent treasury management.
- i. Immediately at the conclusion of each calendar quarter, all interest earned and other increment derived from investments shall be distributed by the Controller to the contributing governmental units or trustees.... An amount equal to the reasonable costs incurred in carrying out the provisions of this section, not to exceed a maximum of 5 percent of the earnings of this fund and not to exceed the amount appropriated in the annual Budget Act for this function, shall be deducted from the earnings prior to distribution.

California Government Code 16429.4

The right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the Local Agency Investment Fund, upon demand, may not be altered, impaired, or denied, in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year.

Annual Review

The Investment Policy will be reviewed annually by the Finance and Project Manager. Any changes to the Investment Policy will be submitted to the Board for approval.



April 21, 2016

TO: MCE Board of Directors

FROM: Shalini Swaroop, Regulatory and Legislative Counsel

RE: Legislative Executive Staff Report, Non-Agenda Information Only

ATTACHMENTS: None

SUMMARY:

Last year, the Governor set forth aggressive energy goals that were mostly accomplished through the passage of landmark legislation, SB 350, which set a 50% renewable portfolio standard goal by 2030 and also required a doubling of energy efficiency by 2030. As the second year of a two-year session, the 2016 legislative session addresses a number of energy-related bills that were proffered last year but were held for a number of reasons.

As it still early in the legislative session, most bills are still in a state of flux and being rewritten on a regular basis. MCE is engaging in various methods on each of the bills below.

I. MCE Legislative Priorities

1) AB 1110 (Ting) – Calculating Greenhouse Gas Emissions for Annual Customer Disclosures

MCE was very active on this bill in last year's session. AB 1110 (Ting) changes annual customer reporting requirements for load serving entities (LSEs), including CCAs. MCE was particularly concerned that the bill calculates emissions for customer disclosures differently than emissions are calculated by national and state accounting programs, such as the Environmental Protection Agency, and is inconsistent with California's Renewable Portfolio Standard. As currently written, Category 2 and Category 3 Renewable Energy Certificates (RECs) would not have any GHG emissions reduction impact to energy procurement, contrary to overarching national and state policy.

2) AB 2868 (Gatto) – Cost-Shifting for Installation of Distributed Energy Storage Systems

AB 2868 (Gatto) requires Investor-Owned Utilities (IOUs) to submit applications to the California Public Utilities Commission (CPUC) to accelerate widespread deployment of distributed energy storage systems. The bill is problematic because it specifically indicates

cost recovery from all transmission and distribution customers, which includes CCA customers, for energy storage systems put in by IOUs.

3) SB 886 (Pavley) – Battery Storage Requirements for All LSEs

SB 886 (Pavley) requires Load Serving Entities (LSEs), including CCAs, to consider battery storage in their Integrated Resource Plans filed to the CPUC under SB 350. This bill may affect the procurement autonomy of a CCA's Board of Directors.

4) AB 1530 (Levine) – Reducing Non-Bypassable Charges for Installation of Distributed Energy Resources

In order to encourage the installation of distributed energy resources, this bill reduces non-bypassable charges on customers who install these resources on their properties. While the goal is laudable, shifting those non-bypassable charges onto other customers will increase those costs paid by CCA customers.



April 21, 2016

TO: MCE Board of Directors

FROM: Jeremy Waen, Senior Regulatory Analyst

RE: Regulatory Update, Non-Agenda Information Only

ATTACHMENTS: Regulatory Packet

SUMMARY:

Below is a summary of the key activities at the California Public Utilities Commission (CPUC) for April 2016 impacting community choice aggregation and MCE. Highlights include:

1. MCE Protects Its Jurisdictional Authority During the Implementation of Senate Bill (SB) 350 via CPUC Rulemaking (R.16-02-007)

During last legislative cycle, Senate Bill 350 was passed. The bill set forth the Governor's vision of increasing renewables to 50%. On February 11, the CPUC started a new Order Instituting Rulemaking (OIR) to develop an electricity integrated resource planning (IRP) framework to meet the goals of SB 350. The CPUC will be addressing how it should recognize and act on CCAs' procurement planning efforts (such as MCE's Integrated Resource Plan) when determining how the Investor Owned Utilities (IOUs) should procure their electricity resources.

On March 21, MCE, Sonoma Clean Power, and the City of Lancaster presented Joint Comments responding to the OIR on the importance of maintaining CCAs' procurement autonomy as CCAs are governed by local governments, not shareholders.

2. MCE Facilitates Electric Vehicle Adoption and Usage While Protecting Against Anti-Competitive Risks (A.15-02-009)

On March 21, PG&E presented a 13-party Joint Settlement regarding its "Charge Smart and Save" proposal for electric vehicle infrastructure deployment within PG&E's service area. MCE and Sonoma Clean Power worked with PG&E to include additional language protecting CCAs from potential anti-competitive impacts of this infrastructure deployment. The Charge Smart and Save proposal has potential to reduce greenhouse emissions within MCE's service area through supporting increased use of electricity as a transportation fuel. MCE staff anticipates that the CPUC will issue a Proposed Decision on this matter in late May 2016.

3. MCE Addresses Opposition to Budget Increase for Energy Efficiency Programs for New MCE Communities Included in 2015 (R.13-11-005)

Earlier this year, MCE requested a budget increase to its energy efficiency programs to serve the communities that joined MCE in 2015: El Cerrito, San Pablo, and Unincorporated Napa County.

On March 7, 2016 MCE filed a reply to several parties that opposed a budget increase for MCE's energy efficiency programs. The primary critique advanced by those opposing the request was that MCE's existing budget is sufficient. On April 9, the CPUC issued a Proposed Decision granting MCE's request for increased budget. The Proposed Decision is expected to be voted on May 12.