



**Marin Clean Energy
Board of Directors Meeting
Thursday, February 5, 2015
7:00 P.M.**

Dawn Weisz
Chief Executive Officer

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

Barbara Coler
Town of Fairfax

Kevin Haroff
City of Larkspur

Garry Lion
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

1 (888) 632-3674
mceCleanEnergy.org

7811 Lincoln Ave. #320

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

Agenda Page 1 of 2

1. Swearing in of New MCE Board Members
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 12.4.14 Board Minutes
 - C.2 Approved Contracts Update
 - C.3 2nd Addendum to 3rd Agreement with Ellison Schneider & Harris
 - C.4 1st Agreement with Corporate Media Systems, Inc.
 - C.5 2nd Addendum to 2nd Agreement with Troutman Sanders
6. Resolution 2014-09 Honoring Board Member Lawrence W. Bragman (Discussion/Action)



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



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Agenda Page 2 of 2

7. Budget
 - a. Monthly Budget Update (Discussion)
 - b. Budget Adjustment for FY 2014/15 (Discussion/Action)
 - c. Proposed Budget for FY 2015/16 (Discussion/Action)
8. Proposed Rates for FY 2015/16 (Discussion/Action)
9. Communications Update (Discussion)
10. Board Member & Staff Matters (Discussion)
11. Adjourn



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February 5, 2014

TO: Marin Clean Energy Board
FROM: Shalini Swaroop, Regulatory and Legislative Counsel
RE: MCE Legislative Executive Summary

Dear Board Members:

I. MCE Annual Legislative Update Meetings

MCE continues its annual legislative update meetings with key staff and elected officials. The purpose of these meetings is to inform legislators and their staff about MCE's progress in the past year and to provide them with factual information regarding CCAs.

II. Proposed Legislation

A number of new bills have been introduced in the past two months. These bills generally fall into three categories: (1) increasing the renewable portfolio standard (RPS) from its current goal of 33% renewable resources by 2020; (2) standardizing accounting for greenhouse gas (GHG) emissions; and (3) increasing accountability at the California Public Utilities Commission.

Increasing the RPS

1) SB 32 (Pavley) – California Global Warming Act: Emissions Limit

This bill sets forth an 80% below 1990 levels reduction of California greenhouse gas emissions by 2050. The bill also authorizes CARB to set interim 2030 and 2040 targets. The bill adds a new section that indications emission reductions should advance: job growth and local economic benefits, public health benefits, innovation in technology sectors, and regional and international collaboration.

MCE will monitor this bill to promote CCAs as a key climate change strategy.

2) AB 21 (Perea) – Emissions Targets for 2030

This bill sets forth cost-effective greenhouse gas emissions reduction targets for 2030. The bill also indicates that GHG reductions should “clean the environment in ways that are affordable for California residents” and specifically adds “energy

efficiency” and the “facilitation of the electrification of the transportation sector” as key strategies to combating climate change.

MCE will monitor this bill to promote its administration of energy efficiency programs and CCAs as a key climate change strategy.

Standardized Accounting for GHG Emissions

1) AB 33 (Quirk) – Standardizing CARB GHG Methodology

This bill requires CARB to update its AB 32 scoping plan to include proposed 2030, 2040, and 2050 goals. The 2030 goals will include: an evaluation of the goal based on scalable technologies, an economic assessment, an analysis of benefits, and establish “consistent metrics to accurately quantify reductions in greenhouse gas emissions.”

MCE will monitor this bill to ensure that any metrics for GHG reductions apply equally to all energy providers.

Increasing Accountability at the CPUC

1) SB 48 (Hill) – CPUC Accountability

This bill makes a number of changes to the CPUC. It removes the president’s authority over the executive director, the general counsel, and staff. It requires annual performance evaluations for the commission and executive director. It expands the CPUC annual workplan to include all, not just ratemaking, proceedings and to include performance criteria for the executive director. It makes several changes to the CPUC annual report. It requires at least 6 but authorizes all CPUC sessions be held in Sacramento each year. It applies the Administrative Adjudication Code of Ethics to adjudication hearings. It requires the commission adopt procedures for disqualifying commissioners due to bias or prejudice, as is currently done with ALJs. It expands ex parte protections in a number of ways including making violations a crime punishable by up to \$50,000 and one year in jail. It also authorizes actions to enforce Bagley-Keene Open Meeting Act or the California Public Records Act against the commission to be brought in the Superior Court, instead of the Supreme Court or Court of Appeal.

MCE will monitor this bill to stay apprised of changes to the CPUC process and ex parte rules.



February 5, 2014

TO: Marin Clean Energy Board
FROM: Jeremy Waen, Regulatory Analyst
RE: Regulatory Update for December 2014 and January 2015

Dear Board Members:

Executive Summary of Regulatory Affairs for December 2014 and January 2015

Below is a summary of the key activities at the California Public Utilities Commission (CPUC) and the California Energy Commission (CEC) for December 2014 and January 2015 impacting community choice aggregation and MCE.

Matters before the CPUC:

Green Tariff Shared Renewables (GTSR) and Enhanced Community Renewables (ECR) (A.12-01-008 et al.)

The CPUC finally released its Proposed Decision adopting Green Tariff program proposals with modifications. As written the Proposed Decision creates several concerns for CCA:

- 1) It permits the use of existing utility Renewable Portfolio Standard (RPS) resources to be redirected and used to meet Green Tariff demand, rather than meeting Green Tariff demand with exclusively new, additional renewable resources as Senate Bill (SB) 43 instructs.
- 2) It allows the utilities to exempt Green Tariff customers from costs that all other ratepayers must pay (such as overhead), contrary to SB 43.
- 3) It provides some, but not enough, protection for CCAs due to utilities' Green Tariff marketing efforts.

MCE regulatory staff is petitioning the Commission with hopes of correcting these issues.

PG&E 2015 Energy Resource Recovery Account (ERRA) (A.14-05-024)

MCE engages annually in PG&E's ERRA process to make sure that PG&E's procurement costs are fairly allocated to both the Power Charge Indifference Adjustment (PCIA) and the Cost Allocation Mechanism (CAM) non-bypassable charges. This year MCE raised concerns regarding (i) the manner in which PCIA vintages are applied to customers and (ii) the manner in which costs and credits are considered and assigned to departing load customers as a whole. The Commission issued its routine end-of-year Decision that not only adopting PG&E's 2015 ERRA proposal, but also created a second track to the proceeding to consider the two issues that MCE raised in further detail with involvement from all three of the utilities. MCE plans to remain actively engaged in the second track of this proceeding.

Matters before the CEC:

2014 Integrated Energy Policy Report (IEPR) Update

As part of its state of the State energy reporting process, the CEC issued its biennial update to its IEPR. Among the changes between the initial 2013 IEPR and the revised 2014 IEPR update was the clear distinction of departing load due to CCAs in the report. This marks the first time that CCA load, whether in general or in detail, has been explicitly factored into this reporting process. Both the CPUC and the California Independent Systems Operator (CAISO) use the CEC's IEPR as the basis for their ongoing long-term planning processes. Having CCA load, and eventually MCE-specific load, explicitly included in the IEPR will help to reduce the likelihood of utilities' over-procurement of energy resources resulting in excess stranded costs recovered through the PCIA.

Office of the Mayor
City & County of San Francisco



Edwin M. Lee

FOR IMMEDIATE RELEASE:

Monday, January 26, 2015

Contact: Mayor's Office of Communications, 415-554-6131

***** PRESS RELEASE *****

MAYOR LEE & BOARD PRESIDENT BREED ANNOUNCE SAN FRANCISCO EXCEEDS GREENHOUSE GAS EMISSIONS REDUCTION GOAL

City Set to Reach Milestone in Emission Reduction Goals in 2017 & 2025; Mayor & Board President Call on SFPUC to Lead City's Development of New Clean Energy Program

San Francisco, CA—Mayor Edwin M. Lee and Board President London Breed today announced that San Francisco greenhouse gas emissions in 2012 were 23 percent below 1990 levels and the City is on track to reduce its greenhouse gas emissions 25 percent and 40 percent below 1990 levels by the year 2017 and 2025, respectively.

“Once again, San Francisco is proving that fighting climate change and growing a thriving economy can go hand-in-hand,” said Mayor Lee. “While Republicans in Washington deny the reality of climate change and delay action, San Francisco is leading the way to a sustainable future with innovation and real solutions while creating jobs and increasing affordability for our residents.”

Mayor Lee and Board President Breed today also called on the San Francisco Public Utilities Commission (SFPUC) to develop a clean energy program for San Francisco. CleanPowerSF, the City's clean power program, will offer San Francisco a renewable energy alternative to the Pacific Gas and Electric Company (PG&E).

“Launching CleanPowerSF is the single most important thing San Francisco can do to combat climate change, and it has been one of my highest priorities as Supervisor,” said Board President London Breed. “Today's announcement is the culmination of over a decade of work by countless advocates and leaders – I am humbled to share this success with them. This is truly an historic moment, and I thank Mayor Lee for once again showing what we can achieve when we work together as one.”

An emissions inventory, conducted by the San Francisco Department of the Environment, shows that San Francisco's Citywide emissions for electricity, natural gas, on-road transportation, fuel and waste totaled 4.8 million metric tons of carbon dioxide equivalent (CO₂e) in 2012. This compares with 6.2 million metric tons in 1990. This represents a reduction of approximately 23 percent in relation to 1990 emissions. The data and reduction were independently, third-party verified by ICF International.

This reduction is equivalent to taking 200,000 cars off the road, or avoiding the burning 3.3 million barrels of oil every year.

San Francisco continues to surpass international and Statewide emissions reduction targets established as part of the Kyoto Protocol calling for emission reductions of 7 percent by 2012, and California's landmark climate law AB 32 calling for statewide emissions to return to 1990 levels by 2020.

In 2010, San Francisco's emissions were at 14.5 percent below 1990 levels; since 2010, an additional 544,781 metric tons of carbon emissions were reduced exceeding the 20 percent reduction goal for 2012. A few examples that contributed to the carbon reductions since the last data analysis in 2010 included:

- **Vehicle fuels:** while driving increased by single percent, significant improvements in fuel efficiency and increased use of hybrids and electric vehicles contributed to an overall emissions reduction.
- **Commercial electricity:** a combination of PG&E's cleaner energy portfolio plus significant improvements in the energy mix for Direct Access customers in San Francisco, a 43 percent improvement in emissions factor alone, contributed to San Francisco's overall emissions reduction.
- **Recycling and composting:** through continued residential and commercial diversion of recyclable and organic material from the landfill, San Francisco has dropped 4 percent in from 2010 to 2012, to support overall emissions reduction.

"In 2010, shutting down two dirty power plants accounted for the major source for reductions; this time around it was a mix of the City's innovative policies like its Zero Waste goal by 2020 and the Green Building ordinance combined by success in the region to shift to cleaner fuels and investments in public transportation that helped San Francisco surpass its reduction target of 20 percent," said Department of the Environment Director Deborah Raphael. "Now we set our sights on meeting our 2017 and 2025 reduction goals of 25 percent and 40 percent below 1990 respectively and with Mayor Lee's leadership and working with residents and business partners we can achieve these targets."

"San Francisco has one of the cleanest transit fleets in the nation," said SFMTA Director of Transportation Ed Reiskin. "More than 50 percent of the City's transit system is zero emission electric vehicles now running on the San Francisco Public Utilities Commission's 100 percent renewable electric power. With additional investments in our public transit system, our bike lane infrastructure and pedestrian safety, San Franciscans will have even more clean, viable, safe and effective transportation options to help further reduce our carbon footprint."

"San Francisco's private employers applaud the City for its success in reducing carbon," said Business Council on Climate Change Director Michael Parks. "We look forward to continuing to partner with the City to expand our local economy while continuing to reduce emissions."

In the SFPUC's clean energy program for San Francisco, CleanPowerSF, customers will be able to choose a cleaner energy product through CleanPowerSF, while PG&E will continue to bill customers, operate the grid, and distribute electricity to customers. The SFPUC Commissioners rejected an earlier version of CleanPowerSF.

"If San Francisco is going to do a clean energy program, let's do a real one," said Mayor Lee. "San Francisco's clean energy program should not contract with an oil company with a dubious record of protecting the environment and human rights: we can do better. I call on the SFPUC to develop a program that is affordable for customers, greener for our planet, takes advantage of renewable technology being developed right here in our City and has a real plan for creating jobs for our residents. I look forward to working with Board President Breed, Supervisor Avalos, other members of the Board and the SFPUC to develop a program that will benefit all San Franciscans."

Mayor Lee in his State of the City address outlined Environmental Equity as a part of his Shared Prosperity Agenda. For San Francisco to reach new levels of environmental achievement, solutions to climate change and environmental sustainability must be accessible and benefit all San Franciscans. All of San Francisco's diverse communities and neighborhoods should share in the benefits of building a cleaner and greener City, regardless of income.

A recent report on CleanPowerSF commissioned by the San Francisco Local Area Formation Commission supported the Mayor's position when it concluded that a contract with Shell Energy North America is unnecessary. The report also identified potential renewable energy projects and estimates for job creation. While short of a detailed plan to build local renewable energy projects and create jobs in San Francisco, the Mayor was pleased to see some progress on a key aspect of the program that was missing in the previous iteration of CleanPowerSF. The Mayor considered the report a good starting point.

Mayor Lee is requesting the SFPUC develop a competitively and affordably priced, greener power option with a concrete plan for developing renewable energy and jobs in San Francisco. The Mayor's goals for CleanPowerSF are a part of his call for environmental equity and climate solutions that benefit all San Franciscans, which he outlined in his Share Prosperity Agenda. He also expects the new program to protect low-income and monolingual residents from unknowingly ending up with higher power bills and to explore a sustainable source of funding for GoSolarSF, a model clean energy program that is creating good paying jobs for disadvantaged workers while also making solar renewable energy accessible to residents and businesses. The Mayor pointed to programs in Marin and Sonoma that have provided customers with a green power option with more renewable energy content at a cheaper price than PG&E's power, while also offering a second, 100 percent renewable energy product at a premium price, but voluntary for customers to participate.

Mayor Lee is requesting the SFPUC, working with the Department of Environment and Office of Economic and Workforce Development (OEWD) as well as the business community, technology leaders, the solar industry, and utility industry leaders, to develop a successful and reliable renewable energy business model and to approve the new program by the end of the year.

###



New Office Space Update

700 Fifth Avenue, San Rafael

February 5, 2015



- **Occupancy date of March 2nd or March 9th on target**
 - *March 9th - contract occupancy date – aiming for week prior*
 - *April Board & Committee meetings planned for new building*
- **Building improvements are within MCE cost cap**
 - *Includes additional work (stairs, glass security, conference rooms, etc.)*
 - *SRCC lease termination funds available for future onsite needs or projects*
- **Upgraded Electrical and HVAC installed by owner**
 - *Energy efficient, comfortable and healthy indoor environment*
 - *Costs covered by landlord; energy savings realized by MCE*
- **Collaboration on Special Building & Location Features**
 - *Energy efficiency demonstration room and ‘parklet’ in design*
 - *LEED certification planned; new building materials pre-qualified for points*
 - *EV charging station & solar roof top and car port shade structure being considered; potential union labor and pre-apprentice component*



Start of Demolition – November 2014



Current Lobby – former stairs removed



Lobby facing north– former stairs removed



Lobby facing NE to EE Demonstration Room



Large Conference Room – facing north



Facing north along west corridor

Westward conf. room wall expansion & stringer stairs allow more natural light to flood west corridor and adjoining offices



Upstairs – facing north



Upstairs – north end of building



Questions? Comments?



MARIN CLEAN ENERGY

BOARD MEETING MINUTES THURSDAY, December 4, 2014 7:00 P.M.

SAN RAFAEL CORPORATE CENTER, TAMALPAIS ROOM
750 LINDARO STREET, SAN RAFAEL, CA 94901

Roll Call: Chair Sears called the regular Board meeting to order at 7:00 p.m. An established quorum was met.

Present: Sloan Bailey, Town of Corte Madera
Tom Butt, Vice Chair, City of Richmond
Keith Caldwell (Alternate) County of Napa
Genoveva Calloway, City of San Pablo
Larry Bragman, Town of Fairfax
Ford Greene, Town of San Anselmo
Kevin Haroff, City of Larkspur
Garry Lion, City of Mill Valley
Bob McCaskill, City of Belvedere
Emmett O'Donnell, Town of Tiburon
Elizabeth Robbins (Alternate) Town of Ross
Kate Sears, Chair, County of Marin

Absent: Denise Athas, City of Novato
Ray Withy, City of Sausalito

Staff: Dawn Weisz, Executive Officer
Elizabeth Kelly, Legal Director
Beckie Menten, Energy Efficiency Director
Jamie Tuckey, Communications Director
Kirby Dusel, Technical Consultant
John Dalessi, Technical Consultant
Emily Goodwin, Director of Internal Operations
Katie Gaier, HR Consultant
Darlene Jackson, Clerk

1. Board Announcements (Discussion):

There were no Board member announcements.

2. Public Open Time (Discussion):

Woody Hastings from the Center for Climate Protection spoke; he shared his thanks for the efforts of MCE and their advocates during the AB 2145 fight. He's not had a chance to come down and thank the team in person until now as things are busy up in Sonoma County with all the activity on enrollment and new communities within Sonoma Clean Power's jurisdiction.

3. Report from Executive Officer (Discussion)

Dawn Weisz, Executive Officer, gave the following report:

- This is Director Bragman's last meeting and Ms. Weisz recognized his contributions to MCE during his tenure. It is anticipated a formal recognition will occur at a future Board meeting and/or at the Holiday Party;
- As discussed at the prior Board meeting, a comprehensive MCE Energy Efficiency program information packet has been released to the public. She encouraged Directors to alert her to any potential additional stakeholders for which the packet can be mailed, as staff will be taking feedback over the next couple of months;
- The Technical Committee meeting has shifted its meeting time from 9:00 a.m. to 5:00 p.m. on the second Monday of the month to accommodate needs of Directors on the Committee. The next meeting is Monday, December 8th at 5:00 p.m. with a presentation on micro grids;
- The Executive Committee meeting is scheduled for Wednesday, December 17th and the time has been changed from 9:00 a.m. to 10:00 a.m.;
- The traditional Holiday Potluck Party will be held on December 12th at 6:00 p.m. in downtown San Rafael at the Falkirk Center. She asked that Directors RSVP to Darlene Jackson; and
- There will be no regular Board meeting in January of 2015.

Elizabeth Kelly, Legal Director, stated that the voting process has been streamlined. Prior to a vote taken on the Consent Calendar, the Chair will ask for any abstentions for particular items.

4. Consent Calendar (Discussion/Action):

C.1 11.6.14 Board Minutes

C.2 Approved Contracts Update

C.3 4th Agreement with Community Energy Services Corporation (CESC)

C.4 1st Addendum to 3rd Agreement with Association for Energy Affordability (AEA)

C.5 3rd Agreement with Planet Ecosystems, Inc. (PEI)

C.6 1st Addendum to 3rd Agreement with Marin City Community Development Corporation (MCCDC)

C.7 1st Addendum to 3rd Agreement with Jay Marshall

C.8 1st Agreement with WSP Global

Board members Haroff and Lion indicated their abstentions on Item C.1; the 11.6.14 Board Minutes.

ACTION: It was M/S/C (Butt/Greene) to approve the Consent Calendar consisting of Items C.1 through C.8. Motion carried by the following roll call votes: (12-0-3) Ayes: Bailey, Butt, Caldwell, Calloway, Bragman, Greene, Haroff (*abstain on C.1*), Lion (*abstain on C.1*), McCaskill O'Donnell, Robbins and Sears; Noes: None; Absent: Athas and Withy.

5. McGlashan Advocacy Award Nominations (Discussion/Action)

Ms. Weisz gave an overview of the Charles McGlashan Advocacy Award which was created in 2011 to honor the late Charles McGlashan, Founding Chair. The award offers recognition to those demonstrating passion, dedication and leadership to promote MCE. The first award in 2011 went to Barbara George of Women's Energy Matters, the Main Street Moms in 2012, and Lea Dutton of San Anselmo's Quality of Life Commission in 2013.

In November the Executive Committee recommended Doria D. Robinson as the 2014 recipient. Ms. Robinson is a 3rd generation Richmond resident and is the Executive Director of Urban Tilth; a community based non-profit organization in Richmond founded in 2005. Its mission is to help the West Contra Costa community build a more sustainable, healthy and just food system. Ms. Robinson has been instrumental and promoted information about MCE with a high degree of visibility and credibility. Ms. Weisz introduced Ms. Robinson and highlighted her actions which led to her being considered for nomination. Ms. Robinson was presented with a certificate and plaque with her name inscribed on it as the 2014 recipient of the McGlashan Advocacy Award. Ms. Robinson expressed thanks to the Board and staff.

ACTION: It was M/S/C (Butt/Lion) to nominate Doria D. Robinson as the 2014 Charles McGlashan Advocacy Award recipient. Motion carried by the following roll call votes: (12-0-3) Ayes: Bailey, Butt, Caldwell, Calloway, Bragman, Greene, Haroff, Lion, McCaskill O'Donnell, Robbins and Sears; Noes: None; Absent: Athas and Withy.

6. Monthly Budget Report (Discussion)

John Dalessi, Technical Consultant, gave the Monthly Budget Report which covers the fiscal year to date April through October 2014. Financial results are tracking well and are within a 2% variance with budget projections. October is the last month of the summer season for this fiscal year and the net surplus tends to peak and then items are encumbered throughout the remainder of the year to what has been budgeted.

Board members questioned and confirmed there is natural variability in the budget; that power supply expenses are dependent upon prevailing market prices and energy sales; and that transfers tend to even out over the year.

Chair Sears called for public comments and there were none. She thanked Mr. Dalessi for his report and for breaking out budgeted items in the new format which was very helpful.

7. Resolution No. 2014-08 Approving the City of El Cerrito as an MCE Member and Authorizing: 1) Amendment 9 to the MCE JPA Agreement and 2) Submittal of Amendment to MCE Revised Implementation Plan Adding the City of El Cerrito (Discussion/Action)

Ms. Weisz introduced the item and stated that John Dalessi will give a brief explanation and presentation on the membership analysis conducted for the City of El Cerrito, completed in early October.

Mr. Dalessi highlighted the membership analysis for the City of El Cerrito via PowerPoint presentation:

- MCE would likely be serving approximately 145,000 customers total with the expansion into El Cerrito;
- El Cerrito has 12,000 electric customers as potential customers, the majority of which are in the residential sector;
- A potential of 80,000 MWh hours of additional energy sales is projected;
- The residential usage per account is relatively low at about 351 kWh hours per month;
- Traffic control lights and street lights are served by MCE; and
- The assumption is that customers would begin service at the start of the fiscal year and revenue generated would be just under \$4.8 million per year. Total costs are estimated at \$3.7 million. The surplus can be used to reduce rates by about 1% and pay a portion of MCE's fixed costs.

Board member Greene asked and confirmed that the use of the anticipated surplus from revenue generation and total costs will be a decision made by the Board during the budget process.

In response to a question of the Chair, Ms. Weisz explained that the City of El Cerrito will consider the first reading of the ordinance to join MCE on December 16th, with the second reading scheduled for January 5, 2015. The next task will be for their City Council to designate a MCE Board member and Alternate. The Implementation Plan revision will then be filed with the CPUC for certification, which is expected to occur in January 2015. Staff expects to conduct enrollment with El Cerrito in concert with the City of San Pablo and Benicia, planned for May 2015.

ACTION: It was M/S/C (Greene/Bailey) to 1) adopt Resolution No. 2014-08 Approving the City of El Cerrito as an MCE Member and Authorizing; 2) Amendment 9 to the MCE JPA Agreement and 3) Submittal of Amendment to MCE Revised Implementation Plan Adding the City of El Cerrito. Motion carried by the following roll call votes: (12-0-3) Ayes: Bailey, Butt, Caldwell, Calloway, Bragman, Greene, Haroff, Lion, McCaskill O'Donnell, Robbins and Sears; Noes: None; Absent: Athas and Withy.

8. MCE Staff Positions (Discussion/Action)

Katie Gaier, HR Consultant, referred to the Board's supplemental packet which reflects growth and greater engagement in regulatory and legislative activities, with energy efficiency and internal procurement activities. She cited the need for new and/or higher level positions within the organization, and briefly outlined the proposed positions, as recommended in the packet.

Board members asked and confirmed with Ms. Gaier that salary ranges are contained in the recommendations section for each position, some of which are based on both external and internal steps and growth and comparisons within a job classification series. The matter was presented to the Executive Committee that recommended consideration and approval by the Board. Two positions result in an open recruitment; the Senior Regulatory Analyst and the Power Supply Contracts Manager. These new positions, in part, will work in regulatory functions, expand development of their 2016 portfolio which in turn will bring additional energy efficiency funds to serve more customers, as well as develop an offering for low income programs. The Power Supply Contracts Manager will directly support the Procurement Team in the development, negotiation, management and milestone tracking of PPA's based on an expanded power supply. The other two positions relate to existing staff whose roles have evolved, requiring the need for additional personnel resources.

Chair Sears recognized that the organization has been very prudent in their lean hiring practices thus far and voiced support for staff's recommendation.

ACTION: It was M/S/C (Haroff/Lion) to approve new and revised staff positions as proposed. Motion carried by the following roll call votes: (12-0-3) Ayes: Bailey, Butt, Caldwell, Calloway, Bragman, Greene, Haroff, Lion, McCaskill O'Donnell, Robbins and Sears; Noes: None; Absent: Athas and Withy.

9. Communications Update (Discussion)

Communications Director Jamie Tuckey provided the following update:

- An ad campaign is currently running in Marin County through advertisements published in Marin County newspapers, on-line digital advertisements and on the backs of Whistle-stop buses;
- A Richmond-based on-line digital campaign will begin early next month along with billboards and bus back advertisements, which will then lead into the ad campaign in San Pablo starting in late January/early February;
- In unincorporated Napa County, the first and second enrollment notices in English and Spanish were mailed out to all customers in November. The third notice will be mailed next week which will be a tri-fold brochure. The fourth and fifth opt out notices will be delivered to customers in February and March if they have not chosen to opt out, and service with MCE for Napa County customers starts in February 2015;

- Samples of the third opt-out notices were distributed to Board members showing choices, highlighting a community meeting mid-January, and a page showing how MCE partners with PG&E, annual savings, and what a first bill should look like under MCE;
- MCE has engaged with many Napa residents and businesses, and members of the Public Affairs team are providing staffing support at Napa County offices during various weeks when mailers go out;
- MCE is participating in several Napa community events, including Rotary Clubs, Farmers' Market, and the Root Stock event, among many others;
- Since the first opt out notice went out, the call center has been busy with three times more calls than normal. 87% of calls are from unincorporated Napa County residents and businesses. To date, there are 85 Deep Green enrollments from Napa County and 570 opt-outs, representing about 3.5% of the unincorporated Napa customer base;
- MCE ads are running in Napa through the Napa Valley Register, billboards, and on-line digital ads. A newspaper story ran in the Napa Valley Register and several community newsletters were sent out from Sustainable Napa County, Napa County Farm Bureau, the Napa Chapter of the Sierra Club, Napa Valley Vintners, Napa Valley Grape Growers, as well as emails from County Supervisors to constituents;
- Next steps for the Public Affairs team will focus on development of plans for San Pablo, Benicia and El Cerrito. The San Pablo plan is being finalized this month which will be brought to the Executive Committee for consideration.

Board members discussed the principle objective for the advertising campaign in Marin. Ms. Tuckey explained that the campaigns all have a common theme, *"We Have the Power"*, and that the purpose is to strengthen understanding, awareness and support of MCE and keep MCE in the forefront of our community as opportunities for their power supply. Specifically, the campaign is an opportunity to highlight the accomplishments and successes of MCE that benefit our community such as lower rates, economic development, and local solar development all combined with cleaner energy options. The campaigns help to solidify a market presence for MCE.

In response to a Board member question, direct mailers can be utilized to share MCE information specific to a variety of customer needs and concerns.

Chair Sears called for public comment.

A public speaker asked if there was a breakdown or categorization of Napa calls and questions.

Ms. Tuckey responded that the majority of calls are from those callers requesting to opt out, to sign up for Deep Green, or general questions about the program.

10. Regulatory and Legislative Update (Discussion/Action)

Beth Kelly, Legal Director, stated she had no regulatory update and reported on the legislative front:

- Staff has traveled to Sacramento to hold update meetings with legislators, particularly focusing on the job creation achieved by MCE, MCE activities in the energy efficiency realm, and the amount of renewables MCE is building and developing in the state;
- MCE expects to see two bills issued shortly: the Governor's Carbon 2030 Plan and a consumer advocacy bill;
- Since issuance of the staff report there have been no fewer than 4 bills addressing carbon in the state;
- Staff noted that the MCE Board has approved legislative policy guidelines for how staff participates in Sacramento. Missing from those guidelines relates to advocating on behalf of Community Choice Aggregation customers. The expected bill will relate to consumer protections and how the CPUC is going to function and these will have significant impacts on CCA customers. Staff is requesting an amendment to the legislative policy guidelines to enable MCE staff to conduct legislative advocacy that benefits CCA customers in situation where there are potential changes to regulatory and legislative processes; and
- In response to Board questions, Ms. Kelly updated Board members on the consequences flowing from PG&E's failure to comply with ex parte rules, release and review of emails and potential additional violations, quid pro quo activities, and Public Records Act requests made and responses.

ACTION: It was M/S/C (Greene/Caldwell) to approve amendment to the legislative policy guidelines to enable MCE staff to conduct legislative advocacy that benefits CCAC customers. Motion carried by the following roll call votes: (12-0-3) Ayes: Bailey, Butt, Caldwell, Calloway, Bragman, Greene, Haroff, Lion, McCaskill O'Donnell, Robbins and Sears; Noes: None; Absent: Athas and Withy.

11. Board Member & Staff Matters (Discussion)

There were no Board Member or staff announcements.

12. Adjournment:

The Board of Directors adjourned the meeting at 8:17 p.m. to the next regular Board meeting on February 5, 2015.

Kate Sears, Chair

Attest:

Dawn Weisz, Secretary



February 5, 2015

TO: Marin Clean Energy Board

FROM: Sarah Estes-Smith, Administrative Associate

RE: Report on Approved Contracts (Agenda Item #05 – C.2)

Dear Board Members:

SUMMARY:

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

In November 2012 your Board approved the MCE Integrated Resource Plan authorizing the Chief Executive Officer to enter into and execute short term power purchase agreements for energy, capacity and renewable energy for less than or equal to 12 months, as well as medium-term contracts for energy, capacity and renewable energy for terms of greater than 12 months and less than or equal to 5 years in conjunction with the MCE Board Chair. Short and medium term power purchase agreements must be pursuant to a MCE Board approved Integrated Resource Plan. A committee of the MCE Board is consulted prior to execution of any medium-term contract by the Chief Executive Officer and MCE Board Chair.

The following chart summarizes agreements of this nature which have been entered into during the previous month:

Month	Purpose	Contractor	Maximum Annual Contract Amount	Term of Contract
December	Addendum adding marketing campaign for Energy Efficiency programs	Moore Iacofano Goltsman, Inc.	\$25,000	6 months
December	Demand response services and equipment	Schneider Electric USA, Inc.	\$15,000	13 months
December	Energy Efficiency sales training for MCE staff and contractors	Tim Hoyle	\$7,500	4 months
December	Membership in power pool	Western Systems Power Pool	\$25,000	N/A

January	Contract amendment for equipment relocation per MCE move	Windstream	\$500	N/A
January	Provision of temporary employees	Eclipse Consulting Group	\$19,200	3 months

Recommendation: Information only. No action required.



February 5, 2015

TO: Marin Clean Energy Board of Directors

FROM: Beth Kelly, Legal Director

RE: Second Addendum to Third Agreement with Ellison Schneider & Harris
(Agenda Item #05 – C.3)

ATTACHMENTS:

- A. Third Agreement with Ellison Schneider & Harris
- B. First Addendum to Third Agreement with Ellison Schneider & Harris
- C. Draft Second Addendum to Third Agreement with Ellison Schneider &

Harris

Dear Board Members:

SUMMARY:

On March 6, 2014, MCE entered into the Third Agreement with Ellison Schneider & Harris, LLP ("Agreement") to provide legal and regulatory services at the direction of MCE staff. The Agreement stated that the maximum cost to MCE would be \$50,000. On December 2, 2014, MCE entered into the First Addendum, which adjusted the Contractor's hourly rates for calendar year 2015.

MCE staff requests approval of the proposed Second Addendum to Third Agreement, which would reflect a contract maximum increase of \$30,000 for a total amount not to exceed \$80,000.

Recommendation: Approve Second Addendum to Third Agreement with Ellison Schneider & Harris.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ELLISON, SCHNEIDER & HARRIS, LLP**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and **Ellison, Schneider & Harris, LLP**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: **Contractor shall provide legal and regulatory services at the direction of MCE.**

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:

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 shall invoice MCE within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$50,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2014**, and shall terminate on **March 31, 2015**. 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. The final invoice must be submitted within 30 days of completion of the stated scope of services.

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 the 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 Section 16 of this Agreement to indemnify, defend and hold the 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. The 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, the 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 the 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 the 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 the 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 the 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, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The 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 the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the 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, the 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 the 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 Ritter, Administrative Associate

MCE Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Ellison, Schneider & Harris
ATTN: Andrew B. Brown

Address: 2600 Capital Avenue
Suite #400

Sacramento, CA 95816

Telephone No.: (916) 447-2166

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]
Executive Officer

By: [Signature]
Chairman

CONTRACTOR:

By: [Signature]
Name: ANDREW BROWN

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 shall provide legal and regulatory services at the direction of MCE.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Ellison, Schneider & Harris, LLP will bill MCE monthly for professional services provided under this agreement. The amount of any fees and costs billed under this agreement shall not exceed \$50,000.

The hourly rates for Ellison, Schneider & Harris are as follows:

Partners:

Christopher T. Ellison	\$390
Jeffery D. Harris	\$390
Douglas K. Kerner	\$390
Andrew B. Brown	\$390
Greggory L. Wheatland	\$330
Lynn M. Haug	\$330
Ronald Liebert	\$310

Associate Attorneys:

Brian S. Biering	\$250
Jedediah J. Gibson	\$250
Chase B. Kappel	\$250
Samantha G. Pottenger	\$250

Other partners, associate attorneys and contract attorneys' hourly rates depending on experience.

Legal Assistants/Law Clerks:

Eric Janssen	\$175
Karen A. Mitchell	\$175
Deric J. Wittenborn	\$175
Law Clerk	\$175

**FIRST ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ELLISON, SCHNEIDER & HARRIS, LLP**

This FIRST ADDENDUM is made and entered into on December 2, 2014 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ELLISON, SCHNEIDER & HARRIS, LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal and regulatory services as directed by MCE staff dated March 6, 2014 ("Agreement"); and

WHEREAS, Exhibit B to the agreement lists the Contractor's hourly rates for 2014; and

WHEREAS the parties desire to amend Exhibit B to reflect the Contractor's hourly rates for 2015.

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

AGREEMENT

1. The second paragraph of Exhibit B is hereby amended to read as follows:

The hourly rates for Ellison, Schneider & Harris are as follows:

Attorneys

Partners

Christopher T. Ellison	\$395
Jeffery D. Harris	\$395
Douglas K. Kerner	\$395
Andrew B. Brown	\$395
Greggory L. Wheatland	\$340
Lynn M. Haug	\$340
Ronald Liebert	\$330

Associate Attorneys

Brian S. Biering	\$280
Jedediah J. Gibson	\$280
Chase B. Kappel	\$260
Samantha G. Pottenger	\$260

Other partners, associate attorneys and contract attorneys depending upon experience

Legal Assistants/Law Clerks

Eric Janssen	\$180
Karen A. Mitchell	\$180
Deric J. Wittenborn	\$180
Law Clerk	\$180

2. 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: 

Date: 12.2.14

MARIN CLEAN ENERGY:

By: 

Date: 12.2.14

**SECOND ADDENDUM TO THIRD AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ELLISON, SCHNEIDER & HARRIS, LLP**

This SECOND ADDENDUM is made and entered into on February 5, 2015 by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ELLISON, SCHNEIDER & HARRIS, LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal and regulatory services as directed by MCE staff dated March 6, 2014 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$50,000; and

WHEREAS, the parties desire to amend Section 4 and Exhibit B of the agreement to increase the contract amount by \$30,000 for a total amount not to exceed \$80,000.

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

AGREEMENT

1. Section 4 of the Agreement is hereby replaced in its entirety 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 **\$80,000**.

2. The second sentence of the first paragraph of Exhibit B is hereby replaced in its entirety to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$80,000 for the term of this 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:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

By: _____

Date: _____



February 5, 2015

TO: Marin Clean Energy Board of Directors

FROM: Beth Kelly, Legal Director

RE: Second Addendum to Second Agreement with Troutman Sanders
(Agenda Item #05 – C.5)

ATTACHMENTS:

- A. Second Agreement with Troutman Sanders
- B. First Addendum to Second Agreement with Troutman Sanders
- C. Draft Second Addendum to Second Agreement with Troutman Sanders

Dear Board Members:

SUMMARY:

On March 6, 2014, MCE entered into the Second Agreement with Troutman Sanders ("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 \$50,000. On October 2, 2014 MCE entered into the First Addendum, which increased the contract maximum to \$75,000.

MCE staff requests approval of the proposed Second Addendum to the Second Agreement, which would reflect a contract maximum increase of \$30,000 for a total amount not to exceed \$105,000.

Recommendation: Approve Second Addendum to Second Agreement with Troutman Sanders.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

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

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **March 6, 2014** by and between the 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: **To provide 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:

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 shall invoice MCE within 90 days of any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$50,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **April 1, 2014**, and shall terminate on **March 31, 2015**. 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. The final invoice must be submitted within 30 days of completion of the stated scope of services.

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 the 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 Section 16 of this Agreement to indemnify, defend and hold the 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. The 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, the 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 the 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 the 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 the 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 the 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, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of the MCE upon payment to Contractor for such work. The 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 the MCE's expense, provide such reports, plans, studies, documents and writings to the MCE or any party the MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the 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, the 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 the 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 Ritter, Administrative Associate

MCE Address: 781 Lincoln Ave., Suite 320

San Rafael, CA 94901

Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Troutman Sanders LLP
	ATTN: Stephen Hall
Address:	805 SW Broadway
	Suite #1560
	Portland, OR 97205
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: _____

Executive Officer

By: _____

Chairman

CONTRACTOR:

By: _____

Name: _____

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 by MCE staff. Services may also include transaction support in drafting, negotiations, finalization, and appropriate implementation of power supply transactions.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Hourly fees for professional services under this agreement will be billed monthly for all services rendered. Hours will be billed as follows:

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

All rates are subject to a 10 percent discount.

Contractor services will be task-specific with MCE providing direction on tasks to be undertaken in writing by letter, voice communication or email. The amount of any fees and costs billed under this agreement shall not exceed \$50,000.

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

This FIRST ADDENDUM is made and entered into on October 2, 2014, 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 regulatory services as directed by MCE staff dated March 6, 2014 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$50,000 for the legal services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$25,000 for a total not to exceed \$75,000;

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 **\$75,000**.

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 \$75,000 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.

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

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

CONTRACTOR:

By: 

MARIN CLEAN ENERGY:

By: 

By: 

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

This SECOND ADDENDUM is made and entered into on February 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 and the Contractor entered into an agreement to provide regulatory services as directed by MCE staff dated March 6, 2014 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the agreement obligated Contractor to be compensated an amount not to exceed \$75,000 for the legal services described within the scope therein; and

WHEREAS the parties desire to amend the agreement to increase the contract amount by \$30,000 for a total not to exceed \$105,000.

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 **\$105,000**.

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 \$105,000 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.

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

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

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

By: _____

Date: _____

RESOLUTION NO. 2015-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY HONORING BOARD MEMBER LAWRENCE W. BRAGMAN

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

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

WHEREAS, the Town of Fairfax executed the Joint Powers Agreement establishing membership in Marin Clean Energy on February 12, 2009; and

WHEREAS, Larry Bragman was elected to the Fairfax Town Council in November 2004 where he enthusiastically serves. He has been a dedicated public servant, a strong environmental leader with a focused business sense, and an advocate for the betterment of the Town of Fairfax; and

WHEREAS, Director Bragman served as Vice Mayor of the Town of Fairfax, his service also included serving as the Fairfax representative on the Marin Telecommunications Authority, the Ross Valley Paramedic Authority and the Community Media Center of Marin; and

WHEREAS, on January 29, 2009 Director Bragman was appointed to represent the Town of Fairfax on the Marin Clean Energy Board of Directors where he served until December 4, 2014; and

WHEREAS, Director Bragman has shown his dedication and commitment to Marin Clean Energy through his leadership, his conscientious and thoughtful service on the Board of Directors and its Technical Committee; and

WHEREAS, the Marin Clean Energy Board of Directors and staff thank Director Bragman for his support and interest in the agency, its goals and purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Marin Clean Energy that the Marin Clean Energy Board and staff do hereby extend to Larry Bragman our appreciation for his dedicated service, our congratulations on his future endeavors, and our best wishes for his continued success, happiness, and good health in the years to come.

PASSED AND ADOPTED at a regular meeting of the Marin Clean Energy Board of Directors on this 5th day of February 2015, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of Belvedere				
City of Benicia				
Town of Corte Madera				
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				

CHAIR, MARIN CLEAN ENERGY BOARD

Attest:

SECRETARY, MARIN CLEAN ENERGY BOARD



February 5, 2015

TO: Marin Clean Energy Board
FROM: John Dalessi
RE: Monthly FY 14/15 Budget Report (Agenda Item #7a)
ATTACHMENT: MCE Budget Reports 2014-11 (Unaudited)

Dear Board Members:

SUMMARY:

The attached budget update compares the FY 2014/15 budget to the unaudited revenue and expenses of MCE for the month ending December 2014.

OPERATING BUDGET:

Year-to-date revenues and cost of energy continue at levels slightly under budget, with the driving factor being lower volume than expected. Operating expenditures are pushing beyond anticipated year-to-date levels in certain categories and will require associated budget adjustments (Agenda Item 7b).

Overall, MCE continues to spend below projections, as reflected in year-to-date figures.

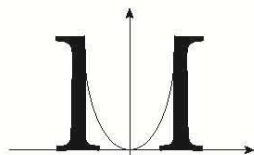
ENERGY EFFICIENCY PROGRAM BUDGET:

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

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 costs associated with establishing a local renewable energy project.

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

We have compiled the accompanying budgetary comparison schedules of Marin Clean Energy (a California Joint Powers Authority) for the period ended December 31, 2014. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

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

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

Certain accounting functions provided by Maher Accountancy are considered management functions by the American Institute of Certified Public Accountants. Accordingly, we are not independent with respect to Marin Clean Energy.

Maher Accountancy

January 19, 2015



**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2014 through December 31, 2014**

	<u>2013/14 YTD Actual</u>	<u>2014/15 YTD Budget</u>	<u>2014/15 YTD Actual</u>	<u>2014/15 YTD Budget Variance (Under) Over</u>	<u>2014/15 YTD Actual/Budget %</u>	<u>2014/15 Annual Budget</u>	<u>2014/15 Budget Remaining</u>
REVENUE AND OTHER SOURCES:							
Revenue - Electricity (net of allowance)	\$ 64,084,012	77,248,935	\$ 75,140,097	\$ (2,108,838.08)	97.27%	\$ 101,138,394	\$ 25,998,297
EXPENDITURES AND OTHER USES:							
CURRENT EXPENDITURES							
Cost of energy	56,265,844	63,946,592	62,378,692	(1,567,900)	97.55%	88,410,551	26,031,859
Staffing	1,054,139	1,438,125	1,485,199	47,074	103.27%	1,950,000	464,801
Technical consultants	411,147	427,725	375,477	(52,248)	87.78%	560,000	184,523
Legal counsel	89,720	258,229	252,198	(6,031)	97.66%	335,000	82,802
Communications consultants and related expenses	592,087	515,625	444,095	(71,530)	86.13%	750,000	305,905
Data manager	1,840,255	2,002,500	1,951,871	(50,629)	97.47%	2,670,000	718,129
Service fees- PG&E	426,985	502,500	506,799	4,299	100.86%	670,000	163,201
Other services	202,666	225,000	244,887	19,887	108.84%	300,000	55,113
General and administration	236,287	262,500	283,397	20,897	107.96%	350,000	66,603
Marin County green business program	15,000	15,000	-	(15,000)	0.00%	15,000	15,000
Solar rebates	-	10,000	-	(10,000)	0.00%	25,000	25,000
Total current expenditures	61,134,130	69,603,796	67,922,615	(1,681,181)	97.58%	96,035,551	28,112,936
CAPITAL OUTLAY	1,656	15,000	18,695	3,695	124.63%	20,000	1,305
DEBT SERVICE	854,717	896,250	895,409	(841)	99.91%	1,195,000	299,591
INTERFUND TRANSFER TO:							
Local Renewable Energy Development Fund	51,536	109,994	109,994	-	100.00%	109,994	-
Total expenditures	62,042,039	70,625,040	68,946,713	\$ (1,678,327)	97.62%	97,360,545	\$ 28,413,832
Net increase (decrease) in available fund balance	<u>\$ 2,041,973</u>	<u>\$ 6,623,895</u>	<u>\$ 6,193,384</u>	<u>\$ (430,511)</u>		<u>\$ 3,777,849</u>	<u>\$ (2,415,535)</u>

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2014 through December 31, 2014**

	<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	\$ 772,771	\$ 732,931	51.32%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Public purpose energy efficiency program	<u>1,505,702</u>	<u>772,771</u>	<u>732,931</u>	<u>51.32%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

* Transfer of \$547,500 for security of On Bill Repayment program not recognized as expenditure.

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2014 through December 31, 2014**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 109,994	\$ 109,994	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay	<u>109,994</u>	<u>55,894</u>	<u>54,100</u>	<u>50.82%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 54,100</u>		

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2014 through December 31, 2014

	<u>Actual</u>
Other services	
Audit	\$ 34,500
Accounting	91,350
IT Consulting	20,750
Human resources & payroll fees	4,367
Legislative consulting	67,760
Miscellaneous professional fees	26,160
	<hr/>
Other services	\$ 244,887
	<hr/>
General and administration	
Cell phones	\$ 670
Data and telephone service	23,240
Insurance	7,171
Office and meeting rentals	101,094
Office equipment lease	4,249
Dues and subscriptions	74,612
Conferences and professional education	6,702
Travel	12,905
Business meals	4,992
Interest and late fees	15,836
Miscellaneous administration	57
Office supplies and postage	31,869
	<hr/>
General and administration	\$ 283,397
	<hr/>



February 5, 2015

TO: Marin Clean Energy Board

FROM: Michael Maher, CPA

RE: Proposed Budget Amendment for Fiscal Year 2015 (Agenda item #7b)

ATTACHMENT: Proposed Budget Amendment for Fiscal Year Ending March 31, 2015

Dear Board Members:

SUMMARY:

Throughout the year, MCE staff monitors the financial activity of the agency and anticipates any needed amendments to the original Board approved budget. Variations from the Authority's forecasted customer load and territory expansion are the main drivers of the proposed amendments for the FY2015 budget. As the Board is aware, the December expansion into Napa occurred earlier than expected, and with it comes increases in both revenues and expenses. Countering the increases related to the territory expansion is the lower than expected electricity sales. The weather played a large role, as relatively mild seasons have resulted in a lower than average demand for electricity. In addition to these main drivers, other operating budget categories are discussed below.

A draft of the FY2015 proposed budget adjustments was reviewed and discussed in the January Executive Committee meeting. The attached proposed budget adjustments reflects MCE's anticipated revenue and expenses for the remainder of the FY2015 fiscal year which runs from April 1st of 2014 until March 31st of 2015.

The attached Proposed Budget Amendment for Fiscal Year Ending March 31, 2015 sets forth the following line items:

- Electricity sales: The proposed adjustment factors in the increased sales from additional territories, as well as adjustment downward for lower than expected volume overall. The result is a downward adjustment to the budget.
- Consideration from lease termination: As part of the current lease termination agreement, MCE has agreed to receive consideration of \$400,000, adjusted for any delays in the actual move-out date.

- Cost of Energy: MCE's overall cost of energy is pushed downward due to lower than expected volume. This is somewhat offset by additional renewable energy purchases that were not part of the original budget.
- Personnel: Anticipated staff hires occurred sooner than originally planned, pushing the overall cost for the year upward.
- Technical Consultants: MCE's technical consultant cost is expected to be slightly under budget for the year.
- Legal Counsel: MCE's legal needs saw a spike during the year, mostly related to additional counsel for AB 2145.
- Data Manager: Data management costs are charged on a per meter basis. MCE negotiated a rate reduction in the current data manager contract effective December 2014, which will result in significant savings for the year. This downward adjustment more than offsets the additional per customer cost related to the Napa expansion.
- PG&E Service Fees: PG&E service fees are charged on a per customer basis and will increase in due to the additional customers related to the Napa expansion.
- Other Services: Increased information technology (IT) services related to the new facility and legislative advocacy costs are the main drivers causing an increase in this category.
- General and Administration: Costs in this category include: office rent, data and office telephone service, insurance, office and equipment rentals, dues and subscriptions, travel, business meals, other services, conferences, professional education, special events sponsorship, office supplies and postage, and small equipment. Costs related to moving into the new facility are expected require an increase to this budget category.
- Capital Outlay: MCE has set this budget adjustment to match the revenue from the consideration of the lease. MCE will be using these funds for tenant improvements and other related costs at the new facility.

Recommendation: Approve Proposed Budget Amendment for Fiscal Year Ending March 31, 2015.

MARIN CLEAN ENERGY

OPERATING FUND
Proposed Budget Amendment
Fiscal Year 2014-15

	<u>2013/14 Budget</u>	<u>2014/15 Budget</u>	<u>Projected Actual 14/15</u>	<u>Proposed Amendment</u>	<u>Proposed Amended 2014/15 Budget</u>
REVENUE AND OTHER SOURCES:					
Revenue - Electricity (net of allowance)	\$ 86,865,000	101,138,394	99,126,000	(2,012,000)	\$ 99,126,394
Revenue - Consideration from lease termination			400,000	400,000	\$ 400,000
Total sources	<u>86,865,000</u>	<u>101,138,394</u>	<u>99,526,000</u>	<u>(1,612,000)</u>	<u>99,526,394</u>
EXPENDITURES AND OTHER USES:					
CURRENT EXPENDITURES					
Cost of energy	77,777,000	88,410,551	87,901,000	(510,000)	87,900,551
Personnel	1,557,000	1,950,000	2,140,000	190,000	2,140,000
Technical consultants	574,000	560,000	536,000	(15,000)	545,000
Legal counsel	250,000	335,000	405,000	70,000	405,000
Communications consultants and related expenses	750,000	750,000	750,000	-	750,000
Data manager	2,534,000	2,670,000	2,550,000	(120,000)	2,550,000
Service fees - PG&E	603,000	670,000	705,000	35,000	705,000
Other services	300,000	300,000	354,000	54,000	354,000
General and administration	340,000	350,000	370,000	20,000	370,000
Marin County green business program	15,000	15,000	15,000	-	15,000
Solar rebates	10,000	25,000	25,000	-	25,000
Total current expenditures	<u>84,710,000</u>	<u>96,035,551</u>	<u>95,751,000</u>	<u>(276,000)</u>	<u>95,759,551</u>
CAPITAL OUTLAY	20,000	20,000	420,000	400,000	420,000
DEBT SERVICE	1,195,000	1,195,000	1,195,000	-	1,195,000
INTERFUND TRANSFER TO:					
Local Renewable Energy Development Fund	51,536	109,994	109,994	-	109,994
Total expenditures	<u>85,976,536</u>	<u>97,360,545</u>	<u>97,475,994</u>	<u>124,000</u>	<u>97,484,545</u>
Net increase (decrease) in available fund balance	<u>\$ 888,464</u>	<u>\$ 3,777,849</u>	<u>\$ 2,050,006</u>	<u>\$ (1,736,000)</u>	<u>\$ 2,041,849</u>

NOTES/COMMENTS

Electricity Revenue - projected to come in under budget as volume less than expected.

Cost of energy - projected to come in under budget as volume less than expected.

Personnel - staff hires occurred earlier than assumed in original budget, pay raises, and COLA adjustment.

Technical consultants - slightly under budget.

Legal - additional counsel for AB 2145 pushed legal expenses past expected levels.

Communications - budget likely to be expended in full, costs include those related to Napa expansion.

Data Manager - Noble Solutions, charged by the meter. Customer increase in Napa more than offset by amended agreement that decreased the charge per meter and eliminated the monthly flat fee.

Service Fees PG&E - charged by the account, increased caused by the Napa expansion.

Other Services - primary driver was unexpected increase in legislation consulting costs.

G&A - an approximate savings of \$100,000 from rental termination. Increases in other sub expenses reduce this savings considerably
- addition for various costs related to move has been added.

Capital Outlay - a \$400,000 to match expected lease termination consideration to go toward tenant improvements.



February 5, 2015

TO: Marin Clean Energy Board

FROM: Michael Maher, CPA

RE: Proposed Budgets for Fiscal Year 2016 (Agenda item #7c)

ATTACHMENT: Proposed Budgets for Fiscal Year Ending March 31, 2016

Dear Board Members:

SUMMARY:

Before the end of every fiscal year, MCE's Board has the responsibility to set forth a budget for the upcoming fiscal year. An initial FY2016 budget draft was reviewed in the January Executive Committee meeting. The attached budget reflects MCE's anticipated revenue and expenditures for the 2016 fiscal year which will run from April 1st of 2015 until March 31st of 2016.

The attached Proposed Budgets for Fiscal Year Ending March 31, 2016 set forth the following line items:

OPERATING FUND

- **Revenue:** The proposed FY 2016 budget reflects a rise in the unit cost of energy, as well as an increase in the number of customers.
- **Cost of Energy:** MCE's per unit cost of energy will increase due to rising energy procurement costs.
- **Personnel:** The FY 2016 budget reflects increases in staffing costs to facilitate its growing territory. MCE also desires to reduce its consulting needs in the regulatory and the communications departments by bringing some of these services in-house.
- **Technical Consultants:** MCE's technical consultant costs will increase in FY 2016 with the increased customer territories.
- **Legal Counsel:** MCE's legal costs are expected to decrease with the planned hiring of staff to assist with regulatory filings, legislative work, and other strategic planning.
- **Communications:** The amount budgeted for communications in FY 2016 is holding relatively flat from the prior year. Although there will be increased communications needs from the increased territories, MCE will be able to reduce some relative costs in this category through additional personnel hiring.
- **Data Manager:** Data management costs are charged on a per meter basis. The expanded territory has the effect of pushing the overall cost upward. It is relevant

to note that a new agreement effective December 2014 reduced the per meter cost which mitigated some of the costs associated with the expansion.

- PG&E Service Fees: PG&E service fees, which are primarily charged on a per customer basis, will increase in FY 2016 due to the increased number of customers.
- Other Services: The other services line item includes: audit, accounting, and information technology, etc.
- General and Administration: The general and administration line includes: data and office telephone service, insurance, equipment rentals, subscriptions, travel, business meals, other services, conferences, professional education, special events sponsorship, office supplies and postage, and small equipment. With office rent now being included in its own budget category, the G&A budget will see an overall decrease from the prior year. Despite the new classification, non-rent related G&A costs are expected to increase to accommodate new staff, expanded customer territory and various expenditures for new MCE office facility.
- Occupancy: MCE will begin the 2016 fiscal year in its new office. This budget category includes lease payments, utilities, and maintenance costs.
- Integrated demand side pilot programs: This budget category will assist MCE with achieving its strategic energy goals for integrated demand side management.
- Marin County Green Business Program: Contribution to the Marin County Green Business Program.
- Low income solar programs: MCE plans to increase its efforts to encourage solar installations in low income areas by alleviating some of the costs.
- Renewable Energy Fund: MCE plans to set aside funds for renewable energy opportunities not included in the main operating budget. Amounts budgeted in this category will be transferred into a separate fund.
- Local Renewable Energy Development Fund: MCE transfers 50% of the premium from deep green energy sales to fund local renewable projects.
- Capital Outlay: MCE anticipates the need for capital outlay related to the new office facility.
- Debt Service: This line item reflects MCE's debt service expenditures and is in line with its scheduled payments. One of the two lines of credit are set to mature this fiscal year.

ENERGY EFFICIENCY PROGRAM FUND

- The Energy Efficiency Program is financed through the CPUC and distributes funds through its multi-family, small commercial, single family, and financing sub-programs.

LOCAL RENEWABLE ENERGY DEVELOPMENT FUND

- This fund is financed by 50% of the premium from deep green customer sales. These resources are used to plan, create and develop local energy efficient projects.

RENEWABLE ENERGY FUND

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

Recommendation: Approve Proposed Budgets for Fiscal Year Ending March 31, 2016.

MARIN CLEAN ENERGY

OPERATING FUND

Proposed Budget

Fiscal Year 2015/16

	2014/15 Proposed Amended Budget	2015/16 Proposed Budget	Increase (Decrease)
REVENUE AND OTHER SOURCES:			
Revenue - Electricity (net of allowance)	\$ 99,126,394	\$ 145,933,097	\$ 46,806,703
Revenue - Consideration from lease termination	400,000	-	(400,000)
Total sources	<u>99,526,394</u>	<u>145,933,097</u>	<u>46,406,703</u>
EXPENDITURES AND OTHER USES:			
CURRENT EXPENDITURES			
Cost of energy	87,900,551	129,522,715	41,622,164
Personnel	2,140,000	2,919,000	779,000
Technical consultants	545,000	629,000	84,000
Legal counsel	405,000	360,000	(45,000)
Communications consultants and related expenses	750,000	751,000	1,000
Data manager	2,550,000	2,862,000	312,000
Service fees - PG&E	705,000	921,000	216,000
Other services	354,000	418,000	64,000
General and administration	370,000	329,000	(41,000)
Occupancy	-	260,000	260,000
Integrated demand side pilot programs	-	50,000	50,000
Marin County green business program	15,000	10,000	(5,000)
Low income solar programs	25,000	35,000	10,000
Total current expenditures	<u>95,759,551</u>	<u>139,066,715</u>	<u>43,307,164</u>
CAPITAL OUTLAY	420,000	150,000	(270,000)
DEBT SERVICE	1,195,000	1,020,000	(175,000)
INTERFUND TRANSFER TO:			
Renewable Energy Reserve Fund	-	1,045,000	1,045,000
Local Renewable Energy Development Fund	109,994	151,383	41,389
Total interfund transfers	<u>109,994</u>	<u>1,196,383</u>	<u>1,086,389</u>
Total expenditures	<u>97,484,545</u>	<u>141,433,098</u>	<u>43,948,553</u>
Net increase (decrease) in available fund balance	<u>\$ 2,041,849</u>	<u>\$ 4,500,000</u>	<u>\$ 2,458,151</u>

NOTES/COMMENTS

Electricity Revenue - projected revenue includes expanded territories and rate increases.

Cost of energy - projected cost of energy includes expanded territories.

Personnel - increase due to planned staff hires for new territories, transitioning work performed by external communications consultants to staff, and cost of living adjustments and raises.

Technical consultants - costs increase with expanded territory.

Legal - drop from prior year, when unexpected costs related to AB 2145 occurred.

Communications - essentially holding flat, with transition to replace external consultants with staff.

Data Manager - Noble Solutions charges per meter, which increased with territory expansion.

Service Fees PG&E - charged by the account which increased with territory expansion.

Other Services - planned increase for inflation, costs related to setting up the new building.

G&A - this category no longer includes office lease, so the budget is reduced from last year. Costs associated with the new building and additional staff will offset some of this savings.

Occupancy - this new category includes office lease, utilities and maintenance in the new office building.

Capital Outlay - capital required for tenant improvements, employee workstations in new building.

MARIN CLEAN ENERGY

ENERGY EFFICIENCY PROGRAM FUND

Proposed Budget Fiscal Year 2015/16

	<u>2014/15 Budget</u>	<u>2015/16 Proposed Budget</u>	<u>Increase (Decrease)</u>
REVENUE AND OTHER SOURCES:			
Public purpose energy efficiency program	\$ 1,505,702	\$ 1,505,702	-
EXPENDITURES AND OTHER USES:			
CURRENT EXPENDITURES			
Public purpose energy efficiency program	1,505,702	1,505,702	-
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

LOCAL RENEWABLE ENERGY DEVELOPMENT FUND

Proposed Budget Fiscal Year 2015/16

	<u>2014/15 Budget</u>	<u>2015/16 Proposed Budget</u>	<u>Increase (Decrease)</u>
REVENUE AND OTHER SOURCES:			
Transfer from Operating Fund	\$ 109,994	\$ 151,383	41,389
EXPENDITURES AND OTHER USES:			
Capital Outlay	109,994	151,383	41,389
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

RENEWABLE ENERGY RESERVE FUND

Proposed Budget Fiscal Year 2015/16

	<u>2014/15 Budget</u>	<u>2015/16 Proposed Budget</u>	<u>Increase (Decrease)</u>
REVENUE AND OTHER SOURCES:			
Transfer from Operating Fund	\$ -	\$ 1,045,000	1,045,000
EXPENDITURES AND OTHER USES:	-	1,045,000	1,045,000
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



February 5, 2015

TO: Marin Clean Energy Board

FROM: John Dalessi, Pacific Energy Advisors

RE: Proposed Marin Clean Energy Rates for Fiscal Year 2016
(Agenda Item #08)

ATTACHMENT: A. Marin Clean Energy Proposed FY 2016 Rates
B. Marin Clean Energy Proposed FY 2016 Rates Presentation

Dear Board Members:

SUMMARY:

The Marin Clean Energy Community Choice Aggregation Implementation Plan and Statement of Intent ("Implementation Plan") describes the policies and procedures for setting and modifying electric rates for the Marin Clean Energy (MCE) program. As described in the Implementation Plan, the MCE annual ratesetting process is coordinated with the establishment of fiscal year program budgets. MCE rates are typically reviewed on an annual basis during the month of January to determine whether rate changes are warranted in consideration of: 1) the next fiscal year's projected budget; and 2) other ratesetting objectives such as rate competitiveness, rate stability, customer understanding and equity among customers. Final rates for the fiscal year are typically adopted during the month of March.

MCE's ratesetting policies establish a thirty-day public review period for proposed rate changes before final rates are adopted by the Board. Public release of the proposed rates in late January initiates the public review period. The proposed rates set forth in Attachment A should be considered preliminary and subject to revision pending related Board action, including adoption of the next fiscal year's budget. Accordingly, final rates would be adopted at the March, 2015 Board meeting and become effective on April 1, 2015.

BACKGROUND – MCE RATESETTING CYCLE, POLICIES AND PROCESS

Ratesetting Cycle

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

Proposed rates are typically presented to your Board in February, based on the proposed upcoming fiscal year budget. This release of the proposed rates initiates a thirty-day public review and comment period. If rate increases are being proposed, the affected MCE customers are provided with notice of said rate increase. Following completion of the thirty-day public review and comment period, final rates are adopted by your Board in March and placed into effect on April 1. Final rates may differ from the initially proposed rates to account for changes resulting from adoption of the final fiscal year budget, consideration of public comments received during the aforementioned review period, and/or other factors that may be considered by your Board.

Ratesetting Policies

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

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

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

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

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

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

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

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

Ratesetting Process

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

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

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

Typical end uses within the commercial customer classes are described below:

Rate Group	Example End Use
Com-1 and Com-6	Small office, small retail
Com-10	Bank, restaurant, mixed use retail
Com-19	Department store, large office building, grocery store
Com-20	Institutional, hospital, college, water treatment facility

Rates are designed for the various rate schedules associated with each customer class in order to recover the revenues allocated to that class. There are currently 30 rate schedules that MCE customers may take service under.

FY 2016 PROPOSED RATES

Proposed rates have been developed consistent with the proposed budget referenced in Agenda Item #7c. Preliminary rates were presented to the MCE Executive Committee on January 21, 2015, and the proposed rates have been prepared in consideration of input received during that meeting.

FY 2016 Revenue Requirement

The FY 2016 revenue requirement is based on the proposed FY 2016 budget. The difference between the revenue requirement used for ratesetting and the budgeted revenue is due to the revenue deficiency associated with uncollectible customer accounts as well as the treatment of net energy metering revenues and costs. The proposed revenue requirement for FY 2016 is \$146,122,839 as shown in Table 1. Revenues at present rates are projected to yield \$140,168,177, resulting in the need to increase rates by approximately 4.2% in aggregate to avoid a projected deficiency of \$5,954,662.

The increase is primarily related to higher power supply costs expected for FY 2016 relating to significant new renewable energy projects coming online, higher energy prices under certain existing power purchase agreements, and to a lesser extent higher administrative costs associated with a growing organization and expansion of MCE service to four new member communities. In regards to higher renewable energy costs, MCE expects to take delivery during the upcoming fiscal year of additional renewable energy supply produced by 44 MW of newly constructed solar photovoltaic generation

and 99 MW of newly constructed wind generation – these deliveries are specified within previously executed power purchase agreements, which were approved by your Board. Costs related to these deliveries impose somewhat higher costs in the near term but are expected to help stabilize MCE's power supply costs over the longer term.

The proposed revenue requirement, including a reconciliation to the proposed FY 2016 Budget, is shown in Table 1.

Table 1: Proposed FY 2016 Revenue Requirement

<i>Revenue Requirement</i>	
FY 2016 Budgeted Expenditures and Reserves	\$145,933,097
Uncollectible Account Expenses	\$724,204
Net Energy Metering Revenue	(\$534,462)
Proposed Revenue Requirement	146,122,839
Present Rate Revenues	\$140,168,177
Surplus (Deficiency) in Funds	\$ (5,954,662)
Required Rate Increase	4.2%

Proposed FY 2016 Revenue Allocation

In consideration of cost-of-service metrics for customers within the major customer rate groupings as well as a comparative assessment of MCE rates relative to PG&E rates, MCE proposes to allocate revenues to customer classes as shown in Table 2.

Table 2: Proposed Class Revenue Allocation (FY 2016 rates)

Rate Group	Revenue at Present Rates	Revenue at Proposed Rates	Change in Revenues	% Change
Residential	\$63,739,836	\$65,926,974	\$2,187,137	3.4%
Small Commercial 1 (Com-1)	\$16,970,856	\$17,553,186	\$582,330	3.4%
Small Commercial 2 (Com-6)	\$4,486,523	\$5,040,471	\$553,948	12.3%
Medium Commercial (Com-10)	\$20,209,779	\$20,903,248	\$693,468	3.4%
Large Commercial (Com-19)	\$21,289,088	\$22,519,591	\$1,230,503	5.8%
Industrial (Com-20)	\$10,756,820	\$11,375,924	\$619,104	5.8%
Agricultural	\$1,490,072	\$1,541,202	\$51,130	3.4%
Street Lighting (SL-1)	\$1,130,806	\$1,169,608	\$38,802	3.4%
Traffic Control (TC-1)	\$94,397	\$92,636	\$(1,761)	-1.9%
Total	\$140,168,177	\$146,122,839	\$5,954,662	4.2%

In order to inform the rate proposal, staff has performed a cost-of-service analysis and a comparative rate analysis to ascertain how MCE rates compare to costs as well as how they compare to similar rates charged by PG&E. Table 3 summarizes the results of the cost-of-service and competitive rate assessment. For ease of comparison, figures are shown as single cents-per-KWh average revenue or cost for each customer classification. Table 3 compares the average revenue paid by each customer class under the proposed rate structure to the average cost-of-service for the respective customer class and to the average revenues that would be paid under the currently effective PG&E generation rates.

Table 3: FY 2016 Proposed Cost and Rate Comparative Analysis Summary (Class Averages)¹

Rate Group	Proposed MCE Average Revenue (cents per kwh)	MCE Cost of Service (cents per kwh)	PG&E Generation Average Revenue² (cents per kwh)	PG&E CCA Surcharges³ (cents per kwh)
Residential	8.2	8.5	9.8	1.3
Small Commercial 1 (Com-1)	8.2	8.4	10.2	1.1
Small Commercial 2 (Com-6)	8.5	7.8	10.8	1.1
Medium Commercial (Com-10)	8.7	8.1	10.6	1.2
Large Commercial (Com-19)	8.1	7.9	10.0	1.0
Industrial (Com-20)	7.6	7.4	9.3	0.9
Agricultural	8.0	8.1	9.7	1.1
Street Lighting (SL-1)	7.6	7.0	8.7	0.2
Traffic Control (TC-1)	7.4	8.6	8.5	1.1
Total	8.2	8.2	10.0	1.2

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

As reflected in Table 3, the proposed MCE rates are generally lower than the generation rates currently charged by PG&E. Total customer generation costs, which include the MCE charges as well as the cost impacts of the PG&E CCA surcharges, are likewise generally lower for MCE customers for all customer classes. While these relationships hold for the vast majority of MCE customers, individual customer impacts may vary depending on usage and other service characteristics.

In aggregate, MCE customers are projected to save \$10.6 million during the fiscal year by virtue of receiving generation service from MCE, as shown in Table 4. These savings include payment of the PG&E CCA surcharges charged to MCE customers that are

¹ Figures in Table 3 are averages for the respective customer classes. Individual customer rates may vary.

² PG&E class average generation revenue for 2015 are calculated for the MCE customer base using rates contained in PG&E Advice Letter 4484-E-A, filed December 31, 2014. The total figures shown reflect a weighted average for the MCE customer base.

³ PG&E CCA surcharges include the Power Charge Indifference Adjustment and the Franchise Fee Surcharge. Figures are class averages for the 2012 vintage.

estimated at \$20.6 million in aggregate during the fiscal year. Table 4 shows projected revenues, PG&E CCA surcharges, and aggregate cost differences for each of the major customer classes.

Table 4: FY 2016 Proposed Rate Comparative Analysis Summary

Rate Group	Revenue at Proposed MCE Rates	Revenue at Current PG&E Generation Rates⁴	PG&E CCA Surcharges⁵	Total Cost Difference	% Cost Difference
Res-1	\$65,926,974	\$78,779,018	\$10,369,231	\$(2,482,813)	-3%
Com-1	\$17,553,186	\$21,802,368	\$2,456,533	\$(1,792,649)	-8%
Com-6	\$5,040,471	\$6,388,234	\$677,327	\$(670,436)	-10%
Com-10	\$20,903,248	\$25,453,869	\$2,797,417	\$(1,753,204)	-7%
Com-19	\$22,519,591	\$27,656,376	\$2,719,542	\$(2,417,243)	-9%
Com-20	\$11,375,924	\$13,917,619	\$1,332,232	\$(1,209,462)	-9%
Ag	\$1,541,202	\$1,860,936	\$214,187	\$(105,547)	-6%
SL-1	\$1,169,608	\$1,349,377	\$28,657	\$(151,111)	-11%
TC-1	\$92,636	\$107,311	\$14,436	\$(238)	0%
Total	\$146,122,839	\$177,315,106	\$20,609,563	\$(10,582,704)	-6%

Rate Design

Generally speaking, the proposed rate change is implemented by applying the average percentage change for the respective customer class shown in Table 2 to each current MCE rate component. Using Schedule Com-19 as an example, there are five MCE rate components (energy charges by season and time-of-use period), and each of those charges will be increased by 5.8% from their current levels. This approach to rate design maintains the existing rate differentials among the various MCE charges, furthering the interest of rate stability.

An exception to this approach was made for the Com-6 energy rates. In order to more closely align MCE's Com-6 rate to PG&E's equivalent A-6 rate and provide greater incentives for net energy metered solar projects common on this rate schedule, peak energy rates were increased by a larger percentage than mid and off-peak energy rates.

Other rate design changes include the addition of three new agricultural and pumping rate options that have been developed to provide comparable rates for customers in Napa County transitioning to MCE service. These new MCE rate schedules are AG-RA, AG-VA and AG-VB. Finally, a demand charge has been introduced on Schedule AG-1B to make more comparable to the PG&E equivalent schedule and to better reflect cost of service. Energy charges were adjusted to maintain revenue neutrality on this rate schedule.

⁴ PG&E generation revenue for 2015 are calculated for the MCE customer base using rates contained in PG&E Advice Letter 4484-E-A, filed December 31, 2014.

⁵ PG&E CCA surcharges include the Power Charge Indifference Adjustment and the Franchise Fee Surcharge applied to projected sales for the MCE customer base. Actual surcharges will vary based on the applicable vintage for each customers as assigned by PG&E.

Bill Comparison Example

Individual customer bills vary due to factors including usage, applicable rate schedule, participation in optional programs, and other unique circumstances. MCE maintains rate calculator tools on its website to enable specific customer comparisons that take into consideration customer specific parameters. While it is challenging to describe bill impacts for “typical” customers in consideration of the diversity of the MCE customer base, the vast majority of MCE customers are residences that take service on the Res-1 rate schedule. To provide an example of how bills compare for what might be considered a typical residential customer, the monthly bill for a customer using 500 kWh per month can be used to illustrate the impact of the proposed rate change. Under the proposed rates, a residential customer using 500 kWh monthly would see a monthly bill increase of \$1.50. The monthly bill for such a customer would be \$1.29 lower than what PG&E would charge using its currently effective rates for bundled (generation and delivery) service.

Table 5: Residential Electric Bill Comparison Example⁶

Rate Component	MCE Current	MCE Proposed	PG&E Current
Generation	\$39.50	\$41.00	\$48.73
PG&E CCA Surcharges ⁷	\$6.44	\$6.44	N/A
Delivery	\$42.35	\$42.35	\$42.35
Monthly Electric Bill	\$88.29	\$89.79	\$91.08

Recommendation: Accept the proposed rates contained in Attachment A, subject to approval of final FY 2016 rates in March, 2015.

⁶ Residential customer served under MCE schedule Res-1 and PG&E schedule E-1 using 500 kWh per month. Delivery charges calculated assuming baseline zone X, basic service, for a winter month. PG&E rates effective as of January 28, 2015.

⁷ Includes the Power Charge Indifference Adjustment and Franchise Fee Surcharge for a 2012 vintage customer.

**MARIN CLEAN ENERGY
PRESENT AND FY 2016 PROPOSED RATES**

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>RESIDENTIAL CUSTOMERS</u>				
E-1, M, S, SR, T	RES-1			
	ENERGY CHARGE (\$/KWH)	All Energy	0.07900	0.08200
EL-1 (CARE)	RES-1-L			
	ENERGY CHARGE (\$/KWH)	All Energy	0.07900	0.08200
E-6	RES-6			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.20600	0.21300
		Summer Part Peak	0.08600	0.08900
		Summer Off-Peak	0.05800	0.06000
		Winter Partial Peak	0.08000	0.08300
		Winter Off-Peak	0.05800	0.06000
EL-6 (CARE)	RES-6-L			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.20600	0.21300
		Summer Part Peak	0.08600	0.08900
		Summer Off-Peak	0.05800	0.06000
		Winter Partial Peak	0.08000	0.08300
		Winter Off-Peak	0.05800	0.06000
E-7	RES-7			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.39600	0.41000
		Summer Off-Peak	0.05300	0.05500
		Winter Peak	0.23500	0.24300
		Winter Off-Peak	0.05300	0.05500
EL-7 (CARE)	RES-7-L			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.39600	0.41000
		Summer Off-Peak	0.05300	0.05500
		Winter Peak	0.23500	0.24300
		Winter Off-Peak	0.05300	0.05500

E-8	RES-8			
	ENERGY CHARGE (\$/KWH)			
	Summer	0.07900	0.08200	
	Winter	0.07900	0.08200	
EL-8 (CARE)	RES-8-L			
	ENERGY CHARGE (\$/KWH)			
	Summer	0.07900	0.08200	
	Winter	0.07900	0.08200	
E-9	RES-9			
	ENERGY CHARGE (\$/KWH)			
	Summer Peak	0.17100	0.17700	
	Summer Part Peak	0.09600	0.09900	
	Summer Off-Peak	0.05300	0.05500	
	Winter Partial Peak	0.07900	0.08200	
	Winter Off-Peak	0.05300	0.05500	
EV	RES-EV			
	ENERGY CHARGE (\$/KWH)			
	Summer Peak	0.19300	0.20000	
	Summer Part Peak	0.08600	0.08900	
	Summer Off-Peak	0.04800	0.05000	
	Winter Peak	0.07000	0.07200	
	Winter Partial Peak	0.04800	0.05000	
	Winter Off-Peak	0.04800	0.05000	

COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE CUSTOMERS

A-1	COM-1		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.09500	0.09800
	WINTER	0.06300	0.06500
A-1 TOU	COM-1-TOU		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.11100	0.11500
	PART-PEAK	0.10500	0.10900
	OFF-PEAK	0.08200	0.08500
	<u>WINTER</u>		
	PART-PEAK	0.07200	0.07400
	OFF-PEAK	0.05600	0.05800
A-6	COM-6		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.24700	0.30500
	PART-PEAK	0.09700	0.10900
	OFF-PEAK	0.04800	0.05100
	<u>WINTER</u>		
	PART-PEAK	0.07600	0.08500
	OFF-PEAK	0.04900	0.05100
A-10-A	COM-10-A		
	ENERGY CHARGE (\$/KWH)		
	SUMMER	0.09300	0.09600
	WINTER	0.06700	0.06900
	DEMAND CHARGE (\$/KW)		
	SUMMER MAX	3.00000	3.10000
A-10-B	COM-10-B		
	ENERGY CHARGE (\$/KWH)		
	<u>SUMMER</u>		
	PEAK	0.11400	0.11800
	PART-PEAK	0.09400	0.09700
	OFF-PEAK	0.08000	0.08300
	<u>WINTER</u>		
	PART-PEAK	0.07300	0.07600
	OFF-PEAK	0.06200	0.06400
	DEMAND CHARGE (\$/KW)		
	SUMMER MAX	3.00000	3.10000

E-19-S, V

COM-19-S

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.10800	0.11400	
PART-PEAK	0.07500	0.07900	
OFF-PEAK	0.05200	0.05500	
 <u>WINTER</u>			
PART-PEAK	0.07000	0.07400	
OFF-PEAK	0.04900	0.05200	
 DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	8.20000	8.70000	
PART-PEAK	1.70000	1.80000	

E-19-P, V

COM-19-P

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.10900	0.11500	
PART-PEAK	0.07000	0.07400	
OFF-PEAK	0.04900	0.05200	
 <u>WINTER</u>			
PART-PEAK	0.06400	0.06800	
OFF-PEAK	0.04900	0.05200	
 DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	8.00000	8.50000	
PART-PEAK	1.70000	1.80000	

E-19-T, V

COM-19-T

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.08300	0.08800	
PART-PEAK	0.06400	0.06800	
OFF-PEAK	0.05100	0.05400	
 <u>WINTER</u>			
PART-PEAK	0.05700	0.06000	
OFF-PEAK	0.04800	0.05100	
 DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	8.30000	8.80000	
PART-PEAK	1.80000	1.90000	

E-20-S	COM-20-S			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK	0.10200	0.10800	
	PART-PEAK	0.07000	0.07400	
	OFF-PEAK	0.04900	0.05200	
	<u>WINTER</u>			
	PART-PEAK	0.06300	0.06700	
	OFF-PEAK	0.04600	0.04900	
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK	7.80000	8.20000	
	PART-PEAK	1.60000	1.70000	
E-20-P	COM-20-P			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK	0.10800	0.11400	
	PART-PEAK	0.07100	0.07500	
	OFF-PEAK	0.05000	0.05300	
	<u>WINTER</u>			
	PART-PEAK	0.06200	0.06600	
	OFF-PEAK	0.04900	0.05200	
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK	8.50000	9.00000	
	PART-PEAK	1.80000	1.90000	
E-20-T	COM-20-T			
	ENERGY CHARGE (\$/KWH)			
	<u>SUMMER</u>			
	PEAK	0.07700	0.08100	
	PART-PEAK	0.06000	0.06300	
	OFF-PEAK	0.04600	0.04900	
	<u>WINTER</u>			
	PART-PEAK	0.05800	0.06100	
	OFF-PEAK	0.04500	0.04800	
	DEMAND CHARGE (\$/KW)			
	<u>SUMMER</u>			
	PEAK	9.90000	10.50000	
	PART-PEAK	2.10000	2.20000	

AG-1-A

ENERGY CHARGE (\$/KWH)

AG-1-B

ENERGY CHARGE (\$/KWH)

AG-RA

ENERGY CHARGE (\$/KWH)

AG-RB

ENERGY CHARGE (\$/KWH)

6 of 10
Present and Proposed FY 2016 Rates
DRAFT

AG-VA

AG-VA

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	-		0.20000
OFF-PEAK	-		0.05500
<u>WINTER</u>			
PART-PEAK	-		0.06200
OFF-PEAK	-		0.05300
CONNECTED LOAD (\$/HP)			
SUMMER	-		1.2000
WINTER	-		0.0000

AG-VB

AG-VB

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	-		0.20400
OFF-PEAK	-		0.06200
<u>WINTER</u>			
PART-PEAK	-		0.05800
OFF-PEAK	-		0.05000
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
MAX	-		1.6000
PEAK	-		1.9000
<u>WINTER</u>			
	-		0.0000

AG-4-A

AG-4-A

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.13700	0.14200	
OFF-PEAK	0.05700	0.05900	
<u>WINTER</u>			
PART-PEAK	0.06000	0.06200	
OFF-PEAK	0.05000	0.05200	
CONNECTED LOAD (\$/HP)			
SUMMER	1.20000	1.20000	
WINTER	-	-	

AG-4-B

AG-4-B

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.10500	0.10900	
OFF-PEAK	0.05900	0.06100	
<u>WINTER</u>			
PART-PEAK	0.05800	0.06000	
OFF-PEAK	0.04800	0.05000	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
MAX	2.00000	2.10000	
PEAK	2.00000	2.10000	
<u>WINTER</u>			
	-	-	

AG-4-C

AG-4-C

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	-	0.11900	
PART-PEAK	-	0.06700	
OFF-PEAK	-	0.04800	
<u>WINTER</u>			
PART-PEAK	-	0.05400	
OFF-PEAK	-	0.04500	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	-	5.00000	
PART-PEAK	-	0.90000	
<u>WINTER</u>			
	-	0.00000	

AG-5-A

AG-5-A

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.12700	0.13100	
OFF-PEAK	0.06100	0.06300	
<u>WINTER</u>			
PART-PEAK	0.06400	0.06600	
OFF-PEAK	0.05300	0.05500	
CONNECTED LOAD (\$/HP)			
SUMMER	3.10000	3.20000	
WINTER	-	-	

AG-5-B

AG-5-B

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.12100	0.12500	
OFF-PEAK	0.03700	0.03800	
<u>WINTER</u>			
PART-PEAK	0.05700	0.05900	
OFF-PEAK	0.03100	0.03200	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
MAX	3.90000	4.00000	
PEAK	4.70000	4.90000	
<u>WINTER</u>			
	-	-	

AG-5-C

AG-5-C

ENERGY CHARGE (\$/KWH)			
<u>SUMMER</u>			
PEAK	0.09800	0.10100	
PART-PEAK	0.05200	0.05400	
OFF-PEAK	0.03900	0.04000	
<u>WINTER</u>			
PART-PEAK	0.04600	0.04800	
OFF-PEAK	0.03500	0.03600	
DEMAND CHARGE (\$/KW)			
<u>SUMMER</u>			
PEAK	8.60000	8.90000	
PART-PEAK	1.60000	1.70000	
<u>WINTER</u>			
	-	-	

STREET AND OUTDOOR LIGHTING

LS-1, LS-2, LS-3, OL-1	SL-1		
	ENERGY CHARGE (\$/KWH)	0.07300	0.07600

TC-1	TC-1		
	ENERGY CHARGE (\$/KWH)	0.07500	0.07300

DEEP GREEN OPTION

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

	ENERGY CHARGE (\$/KWH)	0.01000	0.01000
--	------------------------	---------	---------

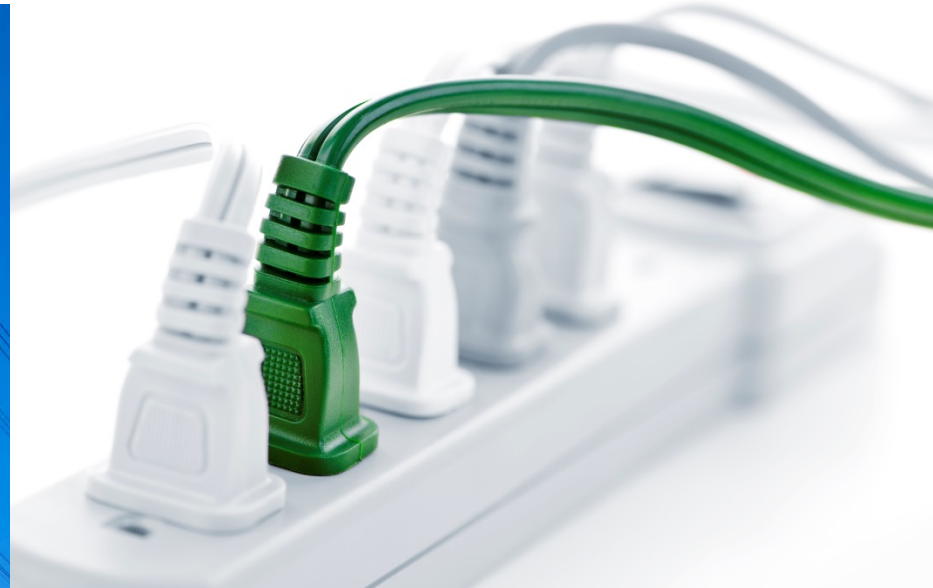
Voltage Discount	
For primary voltage, each component of the standard rate shall be discounted.	4%



MCE Ratesetting for FY 2016

John Dalessi
Pacific Energy Advisors

February 5, 2015



- PG&E January 2015 Rate Change
- MCE Ratesetting Cycle
- Rate Policies and Objectives
- Rate Design Process
- FY 2016 Proposed Rates



PG&E Rate Changes

- PG&E bundled electric rates increased by \$380 million or 3.1%.
- PG&E generation rates increased by 2% to 3% (depending upon rate schedule) and the PCIA was increased slightly.
- PG&E generation rates have increased by 12% since MCE's last rate change in April 2014.

Rate Comparison Example: Res-1, February 2015 Rates

Rate Component	MCE Current	PG&E Current
Generation	\$39.50	\$48.73
PCIA + FFS Surcharges	\$6.44	N/A
Delivery	\$42.35	\$42.35
Monthly Bill	\$88.29	\$91.08




MCE Ratesetting Calendar

January

February

March

April

- 
- Preliminary budget developed
 - PG&E rate changes reviewed
 - Preliminary MCE rate proposal prepared
 - Draft FY budget released
 - Proposed rates released
 - Public review/comment period begins
 - Customer notices
 - Final FY budget and rates approved
 - Start of Fiscal Year
 - Rates become effective



MCE Rate Design Policies

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

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

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

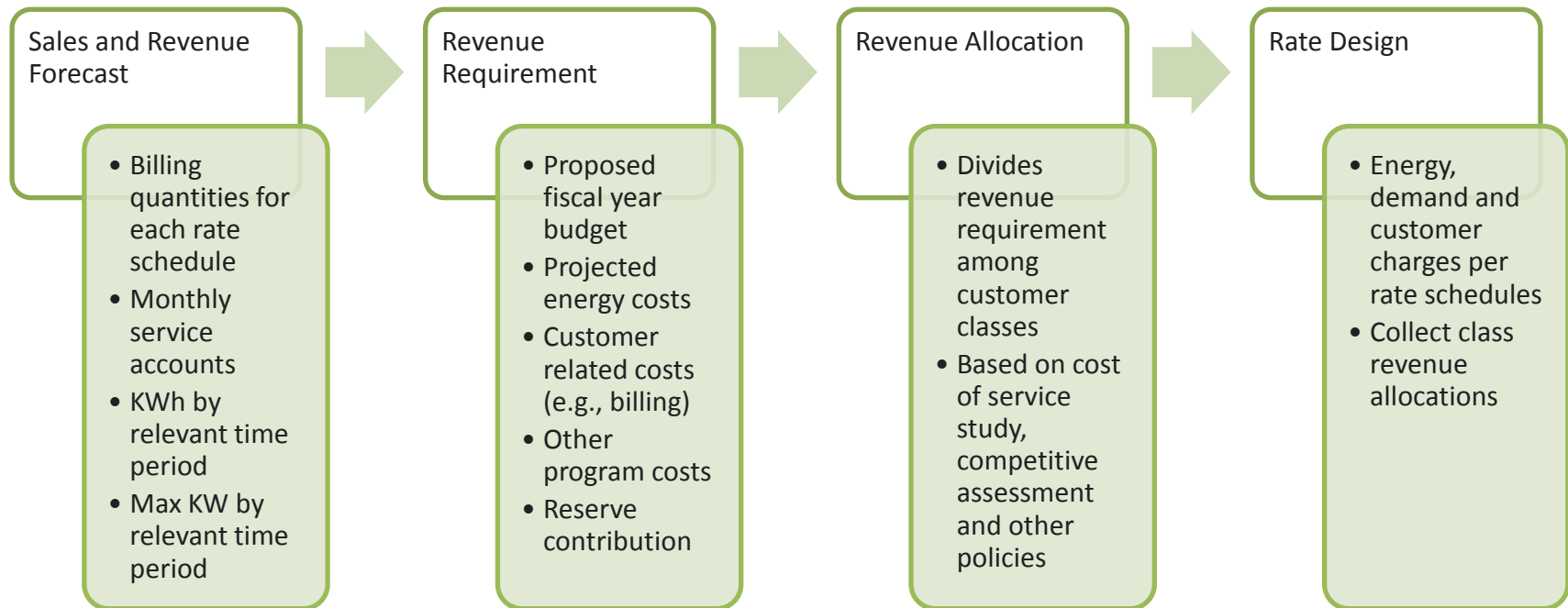
Customer understanding: rates should be simple, transparent and easily understood by customers.

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

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

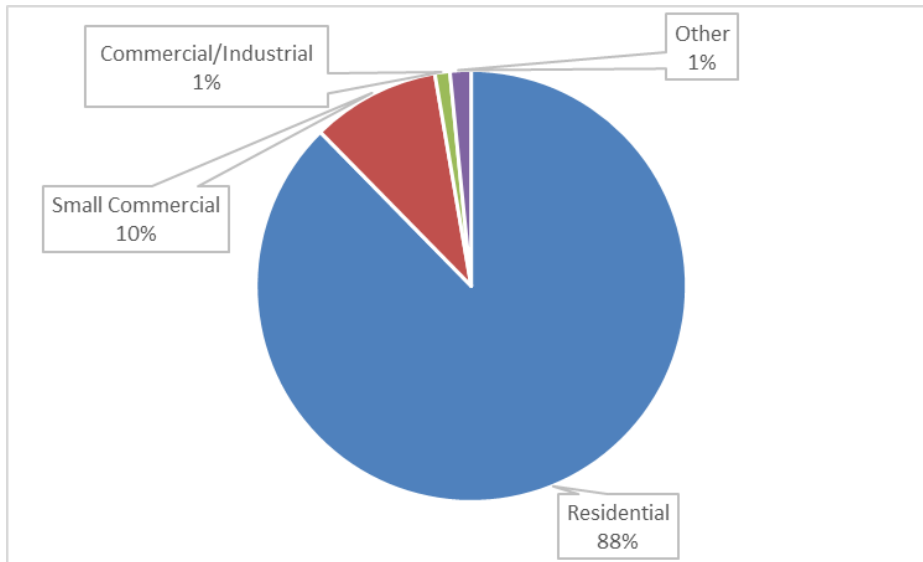


MCE Rate Design Process

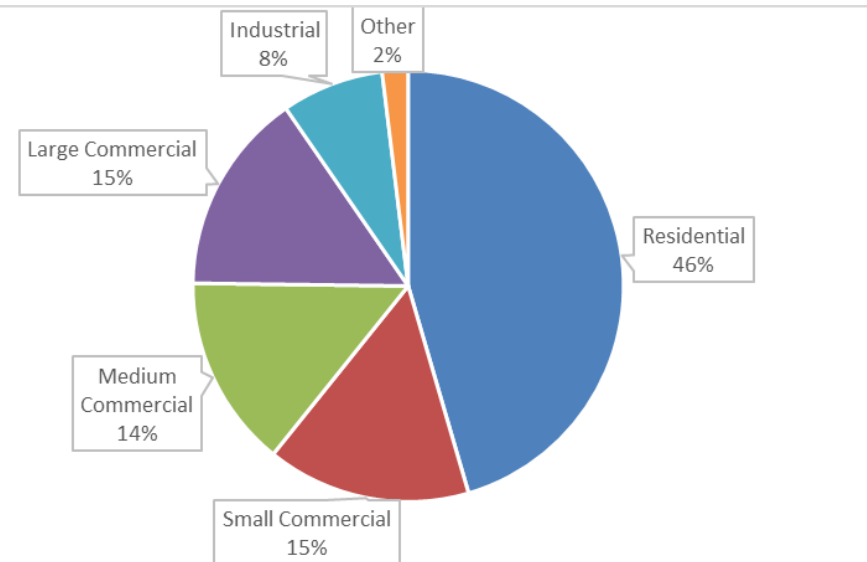


MCE Sales and Revenue Forecast (FY 2016)

Service Accounts



Revenue



Rate Group	Customer Type	Accounts	MWh	Revenue at Present Rates
Res-1	Residential	143,735	805,065	\$63,739,836
Com-1	Small Commercial	14,879	214,170	\$16,970,856
Com-6	Small Commercial	950	59,052	\$4,486,523
Com-10	Medium Commercial	1,313	239,300	\$20,209,779
Com-19	Large Commercial	505	276,939	\$21,289,088
Com-20	Industrial	22	150,195	\$10,756,820
Ag	Agricultural	1,467	19,279	\$1,490,072
SL-1	Street Lighting	708	15,490	\$1,130,806
TC-1	Traffic Control	436	1,259	\$94,397
Total		164,015	1,780,749	\$140,168,177



MCE FY 2016 Rates

- Major revenue and expense changes this year:
 - Service to the four new municipalities
 - 24 MW Cottonwood PV
 - 20 MW Kansas PV
 - Western Area Power Administration hydro
 - 99 MW Rising Tree wind
 - Step up in contract price for shaped energy product
 - New block purchases
 - New office/staff
 - Net Energy Metering Payouts
- Proposed rates designed based on proposed fiscal year budget and customer sales forecast to collect \$146 million revenue requirement.



Proposed Revenue Allocation

- Based on cost of service analysis and competitive assessment, most customer classes to see 3.4% revenue increase.
- Proposing adjustments to Com-6, Com-19, Com-20 and TC-1 to bring rates closer to PG&E equivalent service.
- Additional revenue (\$1.1 M) reserved for renewable energy purchases.

MCE Present and Proposed Rate Revenue

FY 2016

Rate Group	Revenue at Present Rates	Revenue at Proposed Rates	Change in Revenues	% Change
Res-1	\$ 63,739,836	\$ 65,926,974	\$ 2,187,137	3.4%
Com-1	\$ 16,970,856	\$ 17,553,186	\$ 582,330	3.4%
Com-6	\$ 4,486,523	\$ 5,040,471	\$ 553,948	12.3%
Com-10	\$ 20,209,779	\$ 20,903,248	\$ 693,468	3.4%
Com-19	\$ 21,289,088	\$ 22,519,591	\$ 1,230,503	5.8%
Com-20	\$ 10,756,820	\$ 11,375,924	\$ 619,104	5.8%
Ag	\$ 1,490,072	\$ 1,541,202	\$ 51,130	3.4%
SL-1	\$ 1,130,806	\$ 1,169,608	\$ 38,802	3.4%
TC-1	\$ 94,397	\$ 92,636	\$ (1,761)	-1.9%
Total	\$ 140,168,177	\$ 146,122,839	\$ 5,954,662	4.2%

Typical Bill Comparison – Residential (Res-1)

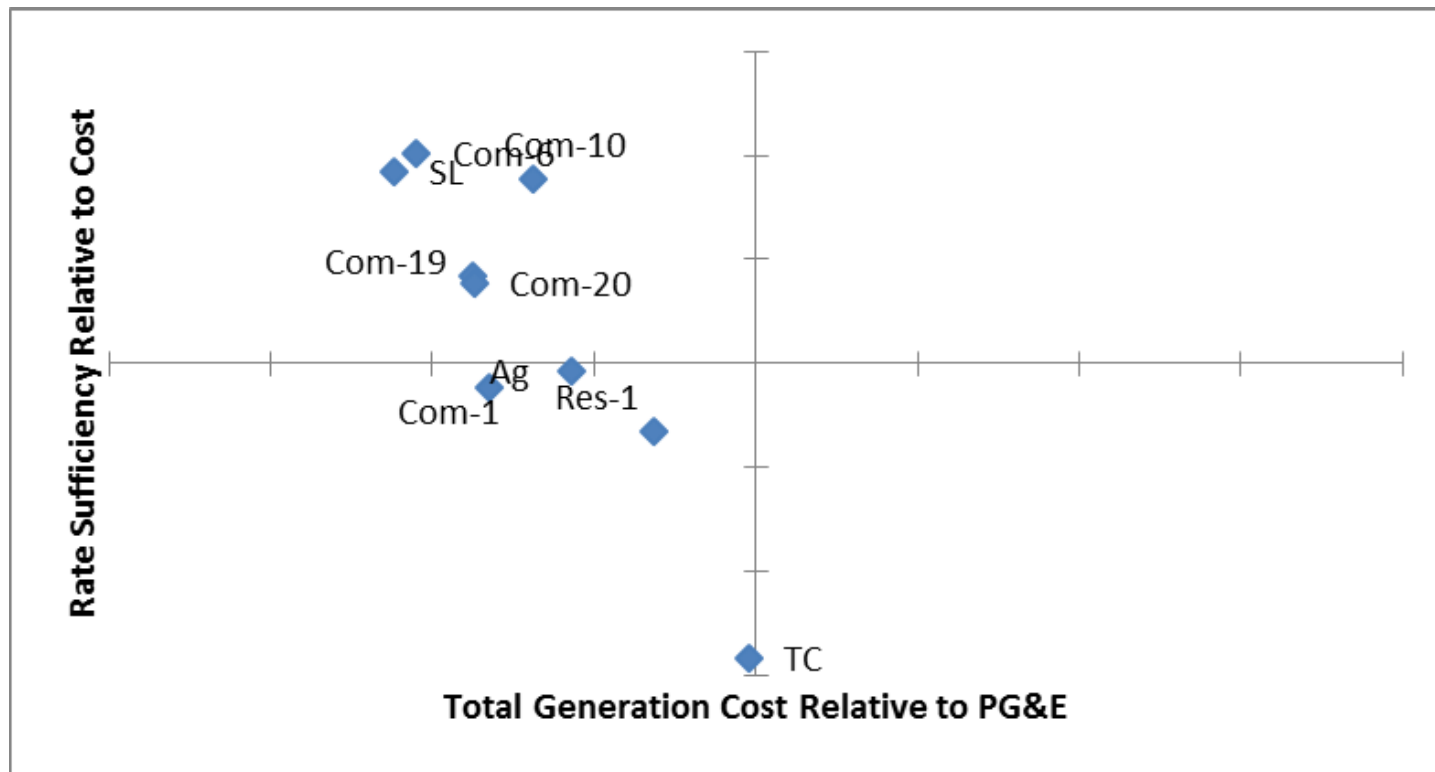
- Household using 500 kWh per month would see monthly bill increase of \$1.50.
- Same household would pay \$1.29 less per month than if provided generation services by PG&E.

Rate Component	MCE Current	MCE Proposed	PG&E Current
Generation	\$39.50	\$41.00	\$48.73
PCIA + FFS Surcharges	\$6.44	\$6.44	N/A
Delivery	\$42.35	\$42.35	\$42.35
Monthly Bill	\$88.29	\$89.79	\$91.08



Revenue Allocation Assessment

- Customer class cost-of-service vs. relationship to PG&E rates



* Customer cost relative to PG&E generation rates includes consideration of PCIA and Franchise Fee Surcharges that PG&E charges to MCE customers.



MCE Comparative Analysis

Rate Group	Revenue at Proposed MCE Rates	Revenue at Current PG&E Generation Rates	PG&E PCIA and Franchise Fee Surcharges	Total Cost Difference	% Cost Difference
Res-1	\$ 65,926,974	\$ 78,779,018	\$ 10,369,231	\$ (2,482,813)	-3%
Com-1	\$ 17,553,186	\$ 21,802,368	\$ 2,456,533	\$ (1,792,649)	-8%
Com-6	\$ 5,040,471	\$ 6,388,234	\$ 677,327	\$ (670,436)	-10%
Com-10	\$ 20,903,248	\$ 25,453,869	\$ 2,797,417	\$ (1,753,204)	-7%
Com-19	\$ 22,519,591	\$ 27,656,376	\$ 2,719,542	\$ (2,417,243)	-9%
Com-20	\$ 11,375,924	\$ 13,917,619	\$ 1,332,232	\$ (1,209,462)	-9%
Ag	\$ 1,541,202	\$ 1,860,936	\$ 214,187	\$ (105,547)	-6%
SL-1	\$ 1,169,608	\$ 1,349,377	\$ 28,657	\$ (151,111)	-11%
TC-1	\$ 92,636	\$ 107,311	\$ 14,436	\$ (238)	0%
Total	\$ 146,122,839	\$ 177,315,106	\$ 20,609,563	\$ (10,582,704)	-6%

Estimated
\$10.6 million
annual cost
savings for
MCE
customers.

\$20.6 million subsidy to PG&E
electric procurement.



Proposed Rate Design

- Most charges increased by class revenue percentage change.
- Time-of-use energy rates on Com-6 adjusted in a revenue neutral manner to better align with the corresponding rates charged by PG&E and support net energy metered solar customers.
- New agricultural rate schedules (AG-RA, AG-VA, AG-VB) introduced so that comparable options are available for newly enrolled customers in Napa County.
- Introduced summer maximum demand charge on schedule AG-1B to better align with capacity cost drivers.



Questions? Comments?





February 5, 2015

TO: Marin Clean Energy Board

FROM: Jamie Tuckey

RE: Communications Update (Agenda Item #09)

ATTACHMENT: Att. A MCE San Pablo Community Outreach Plan
Att. B MCE El Cerrito Community Outreach Plan
Att. C MCE Benicia Community Outreach Plan
Att. D 2015 Enrollment Notice Schedule

Dear Board Members:

SUMMARY:

Napa Community Outreach

There are 15,838 electric customers in unincorporated Napa County eligible for MCE service. Customers are scheduled for enrollment in Light Green 50% renewable energy service at the start of their February 2015 billing cycle. Three enrollment notices have been mailed to all eligible customers. The enrollment will exclude customers who request to opt out. Two additional notices will be mailed in February and March to customers who start service with MCE.

San Pablo, El Cerrito and Benicia Community Outreach

Eligible electric customers in San Pablo (10,179 customers), El Cerrito (11,582 customers) and Benicia (13,105 customers) are scheduled for enrollment in MCE's Light Green 50% renewable energy service option at the start of their May 2015 billing cycle.

Staff has created community outreach plans (Attachments A, B and C) intended to serve as roadmaps for MCE's community outreach and implementation strategy for San Pablo, El Cerrito and Benicia electricity customers. The outreach plans, which include an overview of planned presentations, meetings, community events, and advertising opportunities, combine strategies that were successfully used during the Marin and Richmond enrollment periods with more targeted strategies based on analysis of the characteristics and different information channels available in these communities. Our goal is to ensure that all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

Staff will mail five enrollment notices to electric customers to inform them of their right to opt out of MCE with instructions on how to do so (Attachment D). Three of the notices

will be delivered before enrollment (in February, March, and April) and two of the notices will be delivered within the first 60 days after enrollment with MCE (in May and June).

Different customer groups will need specific information based on their account type in order to make a fully-informed choice about their participation in MCE. Staff has identified six unique customer types that require specific messaging. The enrollment notices will include information tailored to the following customer types:

1. Residential accounts
2. Commercial accounts
3. Net Energy Metering (NEM) accounts
4. Financial Assistance accounts
5. Balanced Payment Plan accounts
6. SmartRate accounts

Certain customers fall into more than one of the identified customer types and will need information related to more than one category. Staff has analyzed customer data and identified 13 combinations of customer types. Unique information will be mailed as appropriate to each customer in the first and second enrollment notices.

The first two notices that are delivered will be letters in sealed envelopes. The last three notices will be delivered as trifold brochures. Each notice will be bilingual with English and Spanish text.

Rate Setting Notifications

MCE has adopted customer noticing requirements similar to those the California Public Utilities Commission requires of PG&E. MCE must provide notice in a newspaper of general circulation within MCE's service area within 10 days of Board approval of the proposed rates and will also provide notice either through an on-bill message or direct mail. The notice must include the amount of the proposed increase expressed in percentage terms, a brief statement of the reasons the increase is required or sought, and the mailing address of MCE.

Newspaper Noticing

The following notice of rate changes will be published in the Marin Independent Journal, Richmond Post, and Napa Valley Register within ten days after the Board approves proposed rates.

On February 5, 2015, the Marin Clean Energy (MCE) Board of Directors reviewed proposed rate changes for a [x%] increase. Proposed rates are still lower than current PG&E rates, and will continue to provide an overall cost savings for MCE customers. Last year MCE customers saved \$5.9 million on their electricity bills because of MCE's lower rates. This year, with the proposed rates, MCE customers are expected to save [\$]. MCE provides customers with rate stability by typically adjusting rates only once per year to cover the costs of procuring 50% renewable energy. The proposed rates are scheduled for approval by the MCE Board of Directors at a public meeting on March 5, 2015 and will be implemented on April 1, 2015.

MCE values community input. We invite you to review these rates and provide feedback. MCE's proposed rates, and PG&E cost comparisons, are available for review at www.mceCleanEnergy.org/rates or at 781 Lincoln Avenue, Suite 320, San Rafael, CA

94901. You may also contact us at 1 (888) 632-3674 Monday through Friday between 7 A.M. and 7 P.M., or by email at info@mceCleanEnergy.org.

Direct Customer Noticing

To implement customer noticing a message will be included on Marin and Richmond customer bills beginning February 9, 2015 and concluding on March 17, 2015. The bill message is limited to three lines at eighty characters per line, including spaces.

On-Bill Message:

To meet increased electricity costs, MCE has proposed a [x%] rate increase. Proposed rates are lower than current PG&E rates, and will continue to provide an overall cost savings. More info at mceCleanEnergy.org/rates.

MCE will provide notice of the proposed rate changes through direct mail to unincorporated Napa customers. This will ensure that the customers receive the notice before the proposed rates are implemented. This information will be included on the fourth enrollment notice that will be mailed to customers later this month.

Recommendation: No action needed. Informational only.

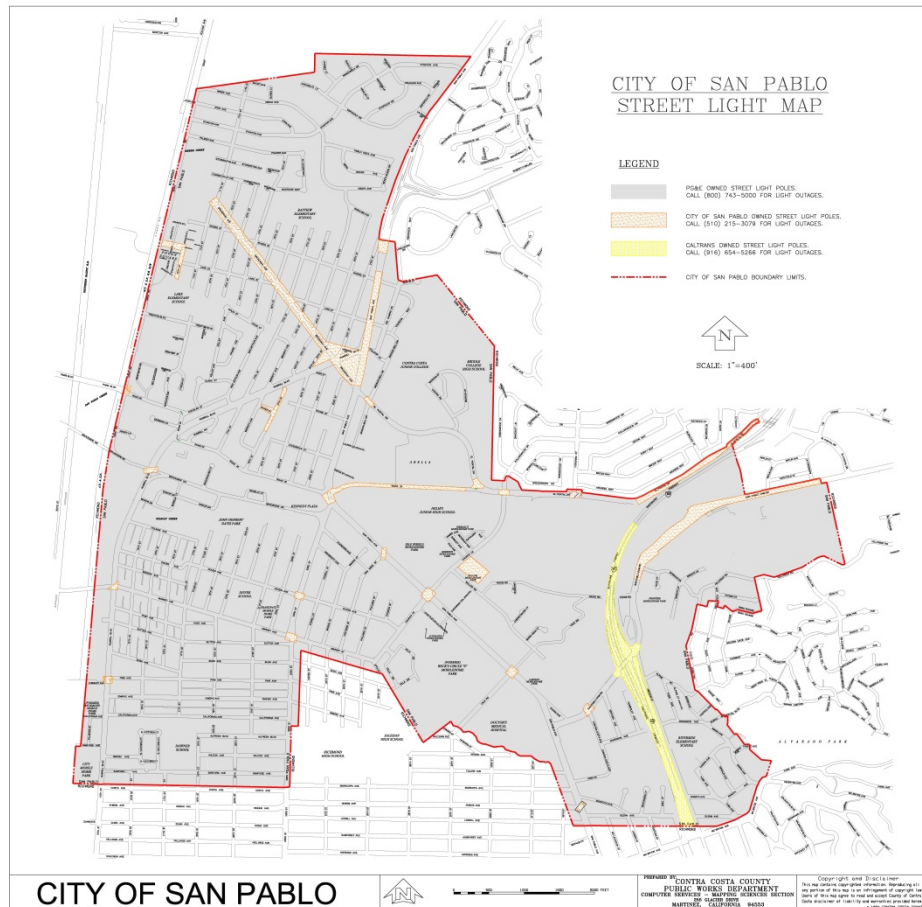
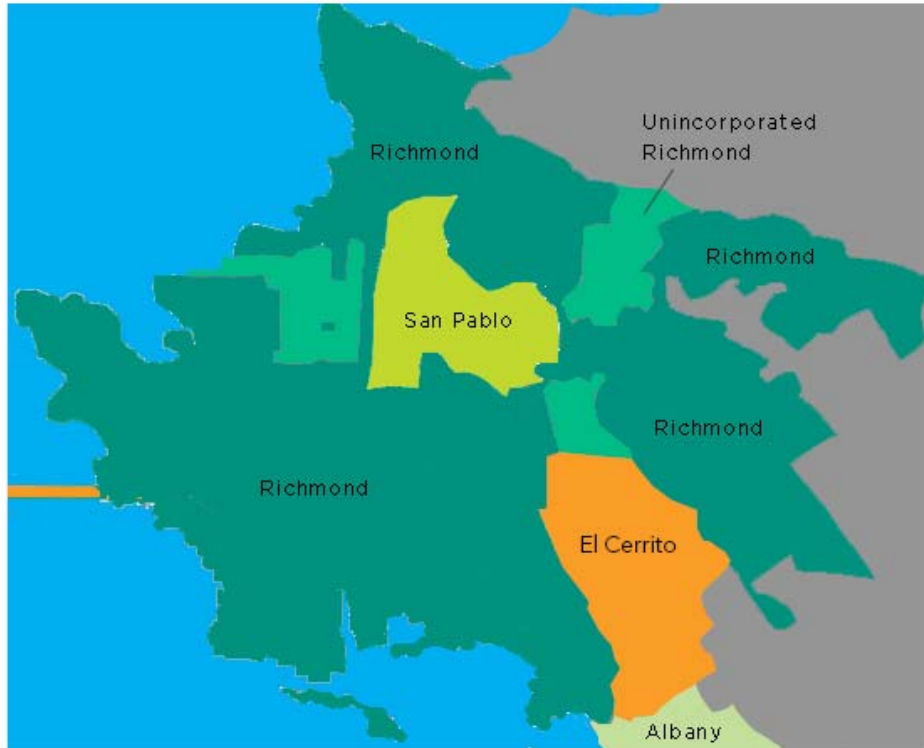


MCE San Pablo Community Outreach Plan

January 2015



CITY OF SAN PABLO
City of New Directions



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Outreach Plan Overview

This document is intended to serve as a roadmap for Marin Clean Energy's (MCE) community outreach and implementation strategy for San Pablo electricity customers. It provides an overview of the presentations, meetings, events, and other informational venues to be organized and attended by MCE to facilitate community understanding of MCE and their new electricity options. The goal is to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

The San Pablo Community Outreach Plan combines strategies used successfully for general outreach in Marin (2010-2012), Richmond (2013), and unincorporated Napa County in (2014-15) with targeted strategies based on analysis of the electricity accounts in San Pablo, recognizing the unique characteristics and different information channels of this new service territory.

Introduction to MCE San Pablo

On September 15, 2014¹, the San Pablo City Council voted unanimously to join MCE to give residents and business a choice in where their power is purchased. The MCE Board voted to admit the City of San Pablo into the MCE program at its September 4, 2014² meeting. MCE's service area also includes Marin County, unincorporated Napa County, the City of Richmond, the City of Benicia, and the City of El Cerrito. The MCE Implementation Plan that includes San Pablo was approved by the California Public Utilities Commission on October 29, 2014.

MCE offers San Pablo residents and businesses a choice of affordable, renewable energy in competition, but also in partnership, with PG&E. For customers who choose MCE, PG&E continues to provide electric delivery services including operating power lines, reading meters, issuing monthly bills and providing the same maintenance and repair services it always has. MCE determines the source of power, called electric generation, and replaces what PG&E would otherwise charge for generation.

As a not-for-profit, community-based electricity provider, MCE gives the San Pablo community more local control as to how and where its ratepayer dollars are spent. To this end, MCE's priorities include reinvesting revenues toward 1) reducing energy-related greenhouse gas emissions; 2) supporting energy efficiency and renewable generation projects; and 3) maintaining competitive rates.

¹Minutes of the September 15th City Council Meeting: <http://www.ci.san-pablo.ca.us/index.aspx?nid=1219>

² Minutes of the September 4th MCE Board of Directors Meeting:
http://marincleanenergy.org/sites/default/files/board-meeting/9.4.14_Board_Minutes.pdf

Because California State law (Assembly Bill 117, 2002) requires Community Choice Aggregation (CCA) programs like MCE to operate as opt out programs, customers will be enrolled with MCE in May 2015 unless they choose to opt out and continue purchasing PG&E's energy supply.

Residents and businesses in the City of San Pablo will soon have four choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; MCE Local Sol 100% local solar; or PG&E's 22%³ renewable energy.

Light Green is MCE's default service for automatic enrollment. If customers take no action, this is the level they will be enrolled in. Deep Green and Local Sol are voluntary programs also available to San Pablo electric customers.

MCE will be offering Light Green service to San Pablo customers beginning May 1, 2015. MCE will send five notices to all electricity customers with instructions on how to opt out and stay with PG&E's electricity supply (three notices before enrollment and two after service starts). After customers receive their first notice, they may request to opt out at any time. The first notice is scheduled to be delivered in February 2015.

Deep Green® is now available to San Pablo customers. Early requests to enroll in MCE's Local Sol 100% local solar option are also being accepted and added to the waitlist. Service for Local Sol will begin in fall 2015.

San Pablo Demographics & Outreach Strategy Overview

The City of San Pablo covers an area of approximately 2.6 square miles, and is almost entirely surrounded by the City of Richmond.⁴ San Pablo is incorporated within Contra Costa County, and has a population of approximately 29,000⁵ and 10,179 electricity accounts, of which the large majority are residential.⁶ The ethnic composition of San Pablo is primarily Hispanic/Latino (56.5%) with significant portions of the population identifying as White (32.2%), Black/African-American (15.8%), and Asian (14.9%).⁷

The median household Income from 2009-2013 was \$44,983, and the median age is 30.6 years old.⁸ Nearly a third (28.3%) of the population is under 18 years old.⁹ Nearly two-

³ Most recently reported by PG&E.

⁴ http://en.wikipedia.org/wiki/San_Pablo,_California, citing U.S. Census Bureau.

⁵ City of San Pablo: <http://www.ci.san-pablo.ca.us/index.aspx?nid=1290>

⁶ Marin Clean Energy Applicant Analysis for the City of San Pablo. Completed June 13, 2014, in collaboration with Pacific Energy Advisors.

⁷ Source is the City of San Pablo: <http://www.ci.san-pablo.ca.us/index.aspx?nid=1290> . Please note: these percentages may amount to greater than 100%, since they incorporate both race and ethnic identities, which can overlap. <http://www.ci.san-pablo.ca.us/DocumentCenter/View/2444>

⁸ Source is the City of San Pablo: <http://www.ci.san-pablo.ca.us/index.aspx?nid=1290> ..& <http://www.ci.san-pablo.ca.us/DocumentCenter/View/2444>

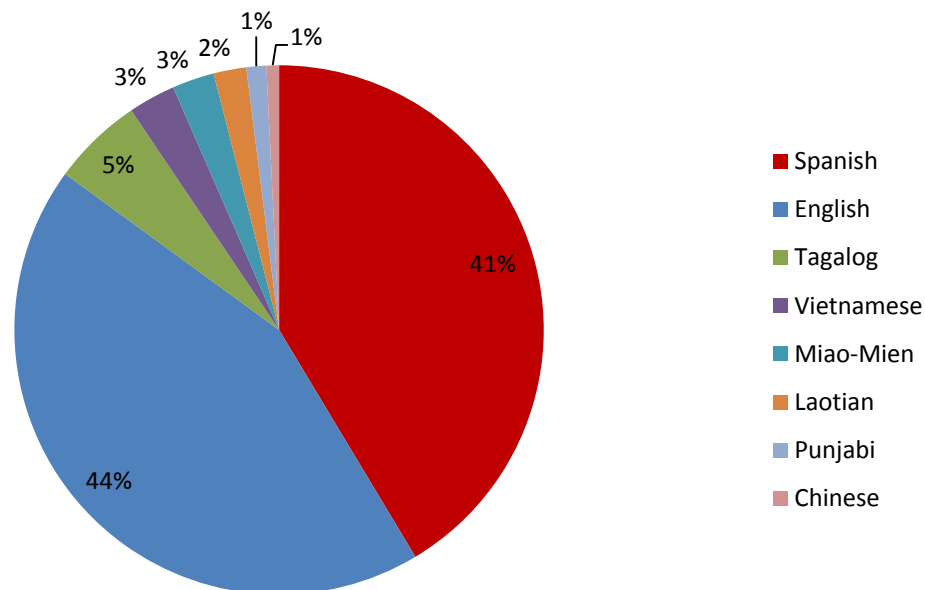
⁹ US Census: <http://quickfacts.census.gov/qfd/states/06/0668294.html>

thirds (63.5%) of the population has a high school degree or higher; 12.7% has bachelor's degree or higher.¹⁰

Nearly half (42.3%) of San Pablo's population was born in a foreign country; approximately two-thirds (67.1%) speaks a language other than English at home.¹¹ For this reason, as discussed in more detail below, MCE will devote particular attention and resources to ESL (English-as-a-second-language) outreach.

The City's primary two languages are Spanish (40.3%) and English (42.49%).¹² More than 10% of San Pablo speaks an Asian language, with these represented by the following in descending order of prevalence: Tagalog (5.4%); Vietnamese (2.8%); Miao-Mien (2.5%); Laotian (1.95%); Punjabi (1.18%); and Chinese (0.75%).¹³

Figure 1: Languages spoken according to prevalence
City of San Pablo (2013)



MCE will educate the general customer base including residential, commercial, and municipal account holders through communitywide outreach. MCE will also implement targeted outreach strategies to specific community groups in San Pablo. Outreach strategies will be tailored to the community and overseen by the Community Leader Advisory Group.

¹⁰ US Census: <http://quickfacts.census.gov/qfd/states/06/0668294.html>

¹¹ U.S. Census: <http://quickfacts.census.gov/qfd/states/06/0668294.html>

¹² http://en.wikipedia.org/wiki/San_Pablo,_California

¹³ Id. http://en.wikipedia.org/wiki/San_Pablo,_California

Additionally, given San Pablo's unsurpassed diversity and cultural riches, MCE also intends to devote specific attention and resources towards reaching native speakers of languages other than English and communities of color. We are also committed to honoring and focusing on the needs of our community elders and veterans.

Community Leader Advisory Group (CLAG)

Local input is central to MCE's mission, so forming a Community Leader Advisory Group (CLAG) to guide outreach efforts is a priority. MCE proposes that the CLAG be composed of representatives from industry and business associations, community organizations (sustainability, ESL, and senior focused), and local government. MCE will ensure that invited CLAG participants include community members who are openly opposed to San Pablo's inclusion in MCE, as well as those who are supportive, and/or undecided. Participation in the CLAG will be purely on a volunteer basis, open to all types of stakeholders. Specific duties of the CLAG include:

1. Meet to advise on outreach. The primary purpose of the CLAG is to advise MCE in its customer outreach and marketing strategies. This group will provide valuable insight to MCE on community needs and help determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of San Pablo.
2. Assist in drafting enrollment notices. CLAG participant feedback will be incorporated into the notices.
3. Help organize and promote City Hall-style meetings. These meetings will provide an additional venue for MCE and San Pablo City Council to provide information and answer questions about the new energy choices available to residents and businesses.

Communitywide Outreach Strategies

MCE's goal is to reach a broad cross-section of the San Pablo community (i.e. a demographically and socio-economically diverse collection of neighborhoods) and as much of the San Pablo community as possible with general outreach.

Mailed Notices

Enrollment notices will be sent to every electricity customer in San Pablo, as required by California law. Specifically, California law requires that four such notices be sent; MCE will send five (as done in the past) as part of its effort to help energy customers make an informed decision. The CLAG will be consulted for feedback on content within the notices. The notices will be printed in English and Spanish and include MCE's Terms and Conditions of Service with instructions for how to opt out and stay with PG&E's electricity supply. Three notices will be delivered before enrollment which is scheduled to occur for all customers between May 1, 2015 and May 31, 2015, depending on individual electric meter read dates. Customers will be transferred to MCE service on their regularly scheduled meter read date unless they choose to opt out. Two additional

notices will be mailed to customers after enrollment. There is no fee to opt out if done before service starts or within 60 days of the start of MCE service. Customers who opt out after this time period will be subject to a one-time \$5 (residential) or \$25 (commercial) administrative fee. Customers will also be subject to PG&E's terms and conditions of service and will not be able to return to MCE service for 1 year.

The printed notices will also include a referral to the website, which is available in Spanish and has Google translation options for other languages.

San Pablo Enrollment Notice Schedule:

Notice 1 (*letter*)

- Customer Groups 1&2: February 2015

Notice 2 (*letter*)

- Customer Group 1&2: March 2015

Notice 3 (*trifold brochure*):

- Customer Group 1&2: April 2015

[May ENROLLMENT]

Notice 4 (*trifold brochure*):

- Customer Group 1: Second week of May 2015
- Customer Group 2: Fourth week of May 2015

Notice 5 (*trifold brochure*):

- Customer Group 1: Second week of June 2015
- Customer Group 2: Fourth week of June 2015

Customer Service

The MCE call center will provide a heightened level of service to customers to facilitate the San Pablo enrollment. Call center representatives are available 24 hours a day, 7 days a week until August 1, 2015 to process opt out requests and provide information. The call center number is 1 (888) 632-3674 and the following languages are available: Spanish, Vietnamese, Mandarin, Cantonese, Tagalog, and Laotian. The info@mceCleanEnergy.org email address is monitored and maintained by our senior customer service staff, and it is MCE's policy to make all reasonable efforts to respond to emails within one business day whenever possible.

MCE also offers new member communities in-office staff support after the first and second enrollment notices are mailed to customers. MCE will locate a staff member at San Pablo City Hall to be available during business hours on the day the first two notices are scheduled to be delivered in mailboxes and the day following to assist with questions and opt out requests.

Advertising

MCE further seeks to inform San Pablo's electric ratepayers about community choice aggregation and the enrollment process via conventional advertising methods including:

- Geographically targeted web based advertising
- Billboards
- Bus Shelters
- Western Contra Costa Transit Authority (WestCAT)

MCE San Pablo Webpage

MCE will create a webpage dedicated to the San Pablo enrollment and include the URL on customer outreach materials. The webpage will include the enrollment timeline, information on the choices available to customers including the choice to opt out, a calendar of community events where MCE will present, and local related news articles.

Targeted Outreach Strategies

The following outreach strategies and lists will be presented to City Officials and CLAG participants for review and feedback. Please note that due to the porous nature of San Pablo's borders and its close proximity with its neighbor jurisdictions, some of the outreach opportunities listed below will be pursued outside of San Pablo proper when such efforts complement San Pablo-specific outreach.

Community Based Organizations

MCE will contact community based organizations to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's service. Community based organizations include:

- Asian Pacific Environmental Network
- Communities for a Better Environment
- Doctor's Medical Hospital
- El Sobrante Rotary Club
- East Bay Municipal Utilities District/Water Districts
- Greenlining Institute
- Kaiser Hospital (Richmond)
- Kiwanis Club of Richmond
- Meeting of the Minds annual Urban Sustainability Conference Steering Committee (Richmond)
- Richmond Rotary Club
- Richmond Sanitary Services
- San Pablo Rotary Club
- San Pablo Economic Development Corporation
- Sierra Club, SF Bay Area/East Bay Chapter
- The Utility Reform Network
- Urban Tilth

Neighborhood Watch Groups

There are over a dozen active Neighborhood Watch Groups in San Pablo, which are distributed geographically throughout the City. With consultation and guidance from the City Staff and individual Council members, MCE will reach out to each of these Groups to offer public presentations and invite CLAG participation. A similar approach was successfully implemented during the City of Richmond's enrollment, where individual Neighborhood Councils and the larger Neighborhood Coordinating Council provided numerous introductions and opportunities to connect with the public one neighborhood at a time. Neighborhood watch groups include:

- 15th/Mission
- 1320 Road 20
- 1883 Rumrill Boulevard
- 2121 Vale Road
- 2330 Church Lane
- Abella
- Casa Adobe
- Frontier Mobile Home Park
- Giant Road Apartments
- El Pasco Apartments
- El Portal Gardens
- Manor Drive
- Monte Vista Senior Center
- Montoya Gardens
- Scion Miracle Temple
- Westgate Circle
- Willow Glen

Commercial Customers

As mentioned above, while San Pablo's commercial sector represents a minority of the City's total electric accounts combined commercial energy usage represents a majority of the electricity consumed in the City annually. It is worth noting that the commercial electricity rates do not merely apply to for-profit enterprises; they also apply to schools, non-profits, special districts, government and municipal buildings, etc. In short, almost any account that is not on a residential rate schedule is on a commercial rate schedule.

The City's historical electric usage data reveals there are about six times as many small commercial accounts as there are medium, large, and industrial accounts combined.¹⁷ For this reason, MCE will make particular efforts to engage San Pablo's small businesses, while simultaneously concentrating on the City's residential electricity customers.

MCE will contact commercial customers and organizations that work with businesses to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service. Organizations include:

¹⁷ Marin Clean Energy Applicant Analysis for the City of San Pablo. Completed June 13, 2014, in collaboration with Pacific Energy Advisors.

- El Sobrante Chamber of Commerce
- Hispanic Chamber of Commerce of Contra Costa County
- Rubicon Programs (Richmond)
- San Pablo Chamber of Commerce
- US Green Building Council – Contra Costa Chapter
- West Contra Costa Council of Industries
- West Contra Costa Unified School District

Individuals for whom English is a Second Language (ESL)

MCE aspires to ensure all energy consumers are able to make informed decisions about their electricity provider, regardless of their English language proficiency. For this reason, MCE intends to direct specific outreach toward individuals to whom English may be a second language, particularly Spanish.

As indicated above, nearly half of San Pablo's population speaks Spanish, and the percentage of people who speak Spanish is almost identical to the percentage that speaks English. Moreover, because almost half of San Pablo's population is foreign born, and more than two-thirds speaks a language other than English at home, broader ESL and Asian-language outreach is also essential.

MCE has a Spanish website, will provide Spanish printed informational materials, and also has Spanish speaking customer service specialists available through our call center. There are also call center translation options for Cantonese, Mandarin, Tagalog, Lao and Vietnamese.

In addition to focusing on ESL outreach, MCE regards cultural competency to be a core value and asset to properly informing its customer base about the new electricity options available within its service area. To this end, MCE's Public Affairs team will continue to seek counsel, guidance, and constructive feedback from local and regional community-based organizations (CBOs) likely to have experience and expertise with Latino, Asian, and African-American constituencies in the Bay Area. In addition to other outreach strategies, this may include presenting to and meeting regularly with CBOs, and collaborating with them on projects and policy campaigns; sponsoring community forums and participating in cultural events; and advertising in diverse media in multiple languages. Organizations will include:

- 23rd Street Merchant Association
- Asian Pacific Environmental Network (APEN)
- East Bay La Raza Lawyers Association
- Hispanic Chamber of Commerce of Contra Costa County
- La Clinica de la Raza, Contra Costa County
- Lao Family Community Development, Inc.
- National Latino Peace Officers Association, Contra Costa County (Richmond)
- The Latina Center, Richmond

MCE will also seek to reach out directly to San Pablo's homeowners' associations (HOAs) that serve large non-English-speaking populations.

Seniors

Because elderly individuals are often on fixed incomes or have special electricity discounts, MCE makes outreach to seniors a priority. While MCE service is less expensive than the incumbent utility (as of January 2015), MCE considers it particularly important for individuals on fixed incomes to understand their electricity options and to know that discounts like the California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) are unaffected by MCE service and continue to be managed and billed by PG&E. If a customer is already enrolled in these programs, they do not need to do anything if they elect to stay with MCE. MCE will reach out to senior centers and other organizations serving senior citizens in San Pablo and neighboring areas to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's customer service. Organizations will include:

- City of San Pablo Senior Services
- Community Senior Citizen Center of North Richmond
- Davis Park Senior Center
- Monte Vista Senior Center
- Richmond Commission on Aging
- San Pablo Senior Center
- Sons in Retirement (El Sobrante)

Military Veterans

According to the U.S. Census, there are 1,130 military veterans in San Pablo.¹⁸ There are nearly 4,000 more in the neighboring City of Richmond, the largest community within MCE's current service area. MCE intends to use all available means to reach active and retired members of the U.S. Armed Service, so that they may make an informed decision about their new electricity options, and participate in California's renewable energy economy. MCE will offer to conduct presentations and provide information for newsletters and websites through community based organizations that work with veterans such as:

- RESETGO (Marin)
- Swords to Ploughshares (National)
- Veterans Memorial Association (El Cerrito)
- Wounded Warrior Project (National)

¹⁸ U.S. Census: <http://quickfacts.census.gov/qfd/states/06/0668294.html>

Homeowners' Associations

- Abella
- Campo Verde
- Casa De Azores
- Casas Del Sol
- Casa Maria
- City Center Commons
- Devon Square
- Eastgate
- Evergreen Residential
- Mercado Plaza
- Northgate
- Parkview Terrace
- Rancho San Pablo
- San Pablo Brookside
- San Pablo Villa
- Villa del Prado
- Westpark

Schools

- San Pablo Unified School District
- Parent Teacher Associations

Places of Worship

- Word of Faith Church
- St. David of Wales
- First Baptist Church of Pinole
- Brazilian Church-The Bay
Arkansas
- Changing Lives Christian Ministry
- Providence Missionary Baptist
Church
- 1st Baptist Church-Southern of
San Pablo
- Rock Harbor Christian Fellowship
- Broadway Baptist Church
- New Bethel Church of God &
Christ Apostolic
- St. Paul Catholic Church
- New Life Church of the Nazerene
- Rock of Ages Missionary Church
- Iglesia Fuente De Salvacion
- Joshua Church of God in Christ
- Sojourner Truth United
Presbyterian Church
- Family Church of God in Christ
- Jehovah's Witnesses
- Hilltop Community Church

Tabling Community Events

MCE will participate in community events to distribute MCE educational information and literature. Events may include:

- Fourth of July (Richmond/San
Pablo)
- Cinco de Mayo (23rd St.
Richmond/San Pablo)
- Juneteenth Festival (Richmond)
- Meeting of the Minds (MotM)
annual Urban Sustainability
Conference (Richmond)
- Richmond Annual Health Fair
- Richmond Chamber of
Commerce Annual Super Mixer
- Richmond Farmers' Market
- Richmond Home Front Festival
- San Pablo Farmers' Market

Strengths, Challenges and Opportunities

Strengths

- MCE's stable and affordable rates
- Generous Net Energy Metering program (a lot of interest from local businesses/homes with solar)
- Increased renewable energy supply
- Reduced greenhouse gas emissions
- Community choice

Opportunities

- Proximity of Cities of Richmond and El Cerrito, both MCE members.
- Overlap between target sectors
- Well organized trade organizations
- Already an emphasis on sustainability and environmental justice among target sectors
- Already interest and some familiarity with MCE due to service in Richmond

Challenges

- Porous border between City of San Pablo, City of Richmond, and unincorporated Contra Costa County (e.g., El Sobrante)
- Locating marketing and advertising opportunities that specifically target San Pablo stakeholders
- Substantial minority of the population speaks Spanish as first language.

General Outreach Timeline

January

- Meet individually with San Pablo City Council members for feedback and direction on community outreach plan and potential CLAG participants.
- Invite community leaders to join CLAG. Confirm CLAG meeting date and circulate draft outreach plan. Request input on the specific community groups.
- Develop MCE San Pablo webpage (www.mceCleanEnergy.org/SanPablo)
- Contact community groups to present at their meetings and events in late January/early February

February

- CLAG Meeting / feedback on outreach lists and enrollment notices
- Commence paid advertising campaign
- Present to organizations and plan follow-up general outreach for late February/March/April
- Mail enrollment notice 1 (letter)

March

- MCE/Organization partner events, newsletter announcements, website publicity
- Mail enrollment notice 2 (letter)

April

- MCE/Organization partner events, newsletter announcements, website publicity
- CLAG meeting
- First MCE and City hosted community workshop
- Paid advertising campaign ends
- Mail enrollment notice 3 (trifold brochure)

May

- Enroll customers
- Mail enrollment notice 4 (trifold brochure)

June

- Second MCE and City hosted community workshops
- Mail enrollment notice 5 (trifold brochure)

Outreach Lists

Community Based Organizations

- Asian Pacific Environmental Network (APEN)
- Communities for a Better Environment (CBE)
- Doctor's Medical Hospital
- El Sobrante Rotary Club
- East Bay Municipal Utilities District/Water Districts
- Greenlining Institute
- Kaiser Hospital (Richmond)
- Kiwanis Club of Richmond
- Meeting of the Minds (MotM) annual Urban Sustainability Conference Steering Committee (Richmond)
- Richmond Rotary Club
- Richmond Sanitary Services
- San Pablo Rotary Club
- Sierra Club, SF Bay Area/East Bay Chapter
- The Utility Reform Network (TURN)
- Urban Tilth

San Pablo Neighborhood Watch Groups

- 15th/Mission
- 1320 Road 20
- 1883 Rumrill Boulevard
- 2121 Vale Road
- 2330 Church Lane
- Abella
- Casa Adobe
- Frontier Mobile Home Park
- Giant Road Apartments
- El Pasco Apartments
- El Portal Gardens
- Manor Drive
- Monte Vista Senior Center
- Montoya Gardens
- Scion Miracle Temple
- Westgate Circle
- Willow Glen

Business Organizations

- El Sobrante Chamber of Commerce
- Hispanic Chamber of Commerce of Contra Costa County
- Rubicon Programs (Richmond)
- San Pablo Chamber of Commerce
- US Green Building Council – Contra Costa Chapter
- West Contra Costa Council of Industries (COI)

ESL Organizations

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- Asian Pacific Environmental Network (APEN)
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Senior Citizen Organizations

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- Mercado Plaza
- Northgate

Schools

- San Pablo Unified School District
- Parent Teacher Associations

Places of Worship

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- St. David of Wales
- First Baptist Church of Pinole
- Brazilian Church-The Bay Arkansas
- Changing Lives Christian Ministry
- Providence Missionary Baptist Church
- 1st Baptist Church-Southern of San Pablo
- Rock Harbor Christian Fellowship
- Broadway Baptist Church
- New Bethel Church of God & Christ Apostolic
- St. Paul Catholic Church
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- Joshua Church of God in Christ
- Sojourner Truth United Presbyterian Church
- Family Church of God in Christ
- Jehovah's Witnesses
- Hilltop Community Church

Community Events

MCE will participate in community events to distribute MCE information and literature.

- | | |
|--|--|
| • Fourth of July (Richmond/San Pablo) | • Richmond Annual Health Fair |
| • Cinco de Mayo (23 rd St. Richmond/San Pablo) | • Richmond Chamber of Commerce Annual Supermixer |
| • Juneteenth Festival (Richmond) | • Richmond Farmers' Market |
| • Meeting of the Minds (MotM) Urban Sustainability Conference (Richmond) | • Richmond Homefront Festival |
| | • San Pablo Farmers' Market |



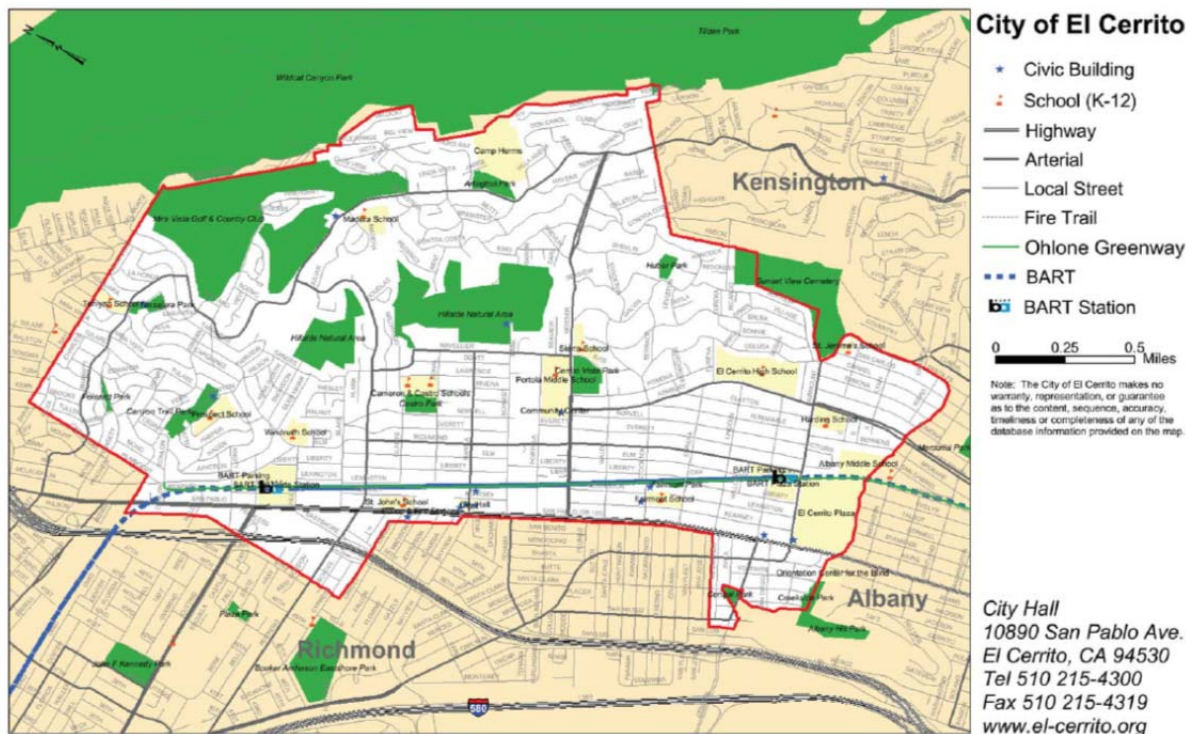
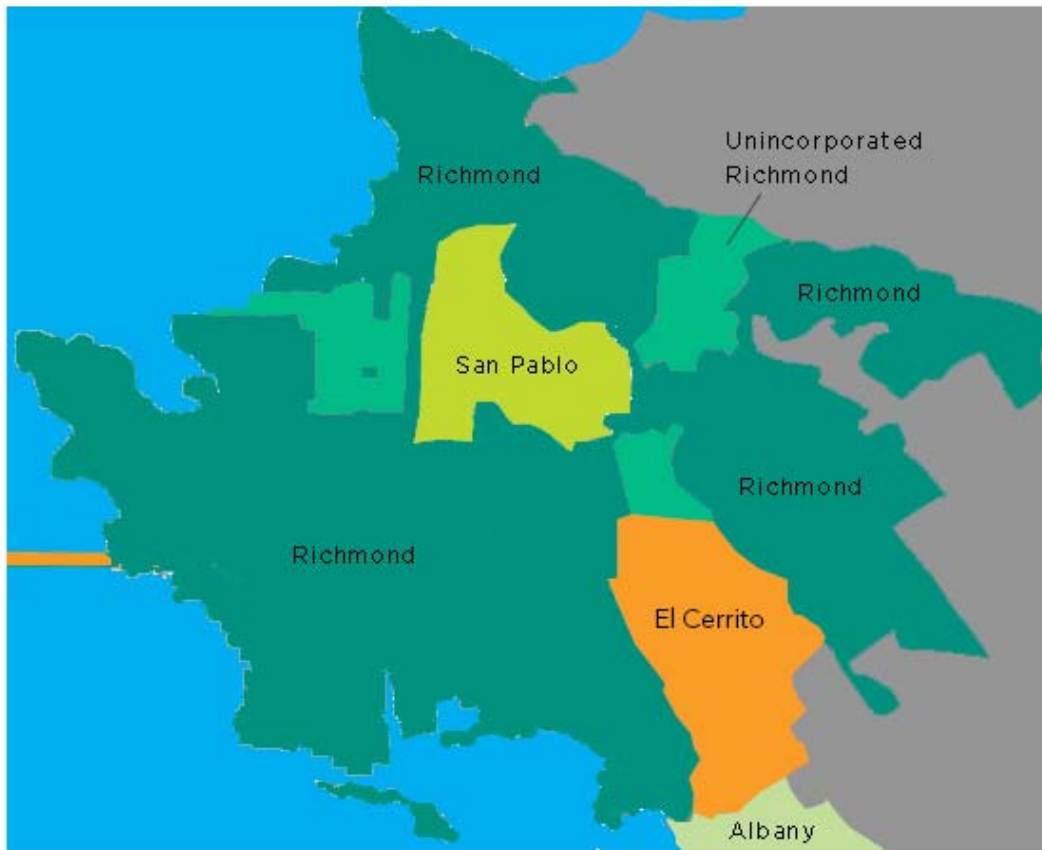
MCE El Cerrito Community Outreach Plan

January 2015



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Outreach Plan Overview

This document is intended to serve as a roadmap for Marin Clean Energy's (MCE) community outreach and implementation strategy for El Cerrito's electricity customers. It provides an overview of the presentations, meetings, events, and other informational venues to be organized and attended by MCE staff to facilitate community understanding of MCE and the new electricity options available. The goal is to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

The El Cerrito Community Outreach Plan combines strategies used successfully for general outreach in Marin (2010-2012), Richmond (2013), and unincorporated Napa County in (2014-15). Due to the proximity of the Cities of Richmond and San Pablo, and the unincorporated areas of El Sobrante, some of the events, venues, advertisements and ongoing outreach conducted in these neighboring communities will complement MCE's El Cerrito-specific outreach. Additionally, more targeted strategies will be implemented based on analyses of the electric accounts in El Cerrito, which recognize the unique characteristics, demographics, and information channels of this new MCE community.

Introduction to MCE El Cerrito

On December 16, 2014, the El Cerrito City Council voted to join MCE to give residents and businesses a choice as to where their power is purchased, and from what resources.¹ This decision followed an MCE membership analysis and several public workshops, which took place between 2012 and 2014.² MCE's Board of Directors voted to admit the City of El Cerrito into the MCE program at its December 4, 2014 meeting.³ MCE's service area presently includes Marin County, unincorporated Napa County, the City of Richmond, the City of San Pablo, and the City of Benicia. MCE's Implementation Plan that includes El Cerrito was submitted to the California Public Utilities Commission on January 8, 2015 and is pending approval.

MCE offers El Cerrito residents and businesses new choices for competitively-priced, renewable energy. It does so both in competition, and in partnership, with PG&E. For customers who choose MCE, PG&E continues to provide electric delivery services including operating power lines, reading meters, issuing monthly bills and providing the

¹ Minutes of the November 18th City Council Meeting: <http://www.ci.ElCerrito.ca.us/vertical/sites/%7B3436CBED-6A58-4FEF-BFDF-5F9331215932%7D/uploads/MINI111814.pdf>

² Minutes of the November 18th City Council Meeting: <http://www.ci.ElCerrito.ca.us/vertical/sites/%7B3436CBED-6A58-4FEF-BFDF-5F9331215932%7D/uploads/MINI111814.pdf>

³ Minutes of the October 2nd MCE Board of Directors Meeting: http://marincleanenergy.org/sites/default/files/board-meeting/11.6.14_Board_Packet.pdf

*PG&E's most recently published percentage of renewable energy

same maintenance and repair services it always has. MCE determines the source of power, called electric generation, and replaces what PG&E would otherwise charge for generation.

As a not-for-profit, community-based electricity provider, MCE gives the El Cerrito community more local control as to how and where its ratepayer dollars are spent. To this end, MCE's priorities include reinvesting revenues toward 1) reducing energy-related greenhouse gas emissions; 2) supporting energy efficiency and renewable generation projects; and 3) maintaining competitive rates.

Because California State law (Assembly Bill 117, 2002) requires Community Choice Aggregation (CCA) programs, like MCE, to become the default electricity provider wherever they are created, they operate as 'opt out' programs. For this reason, El Cerrito's electricity customers will be enrolled with MCE in May 2015, unless they choose to opt out and continue purchasing from PG&E's energy supply portfolio.

Residents and businesses in the City of El Cerrito will soon have four choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; MCE Local Sol 100% local solar; or PG&E's 22%⁴ renewable energy.

Light Green is MCE's default service for automatic enrollment. If customers take no action, this is the level at which they will be enrolled. Deep Green and Local Sol are voluntary programs also available to El Cerrito's electricity customers, and both have carbon factors of zero

MCE will be offering Light Green service to customers in El Cerrito beginning May 1, 2015. MCE will send five notices to all electricity customers with instructions on how to opt out and stay with PG&E's electricity supply (three notices before enrollment and two after service starts). After customers receive their first notice, they may request to opt out at any time. The first notice is scheduled to be delivered in late February 2015.

Deep Green® will soon be available to El Cerrito customers. Early requests to enroll in MCE's Local Sol 100% local solar option are also being accepted and added to the waitlist. Service for Local Sol will begin in the fall 2015.

El Cerrito Demographics & Outreach Strategy Overview

The City of El Cerrito covers an area of approximately 3.7 square miles with a population of roughly 24,300 and 11,582 electricity accounts.⁵ The ethnic composition of El Cerrito is primarily White (53.3%) with a large Asian population (27.3%) and substantial Hispanic/Latino and Black/African-American populations (11.1% and 7.7%,

⁴ Most recently reported by PG&E.

⁵ <http://quickfacts.census.gov/qfd/states/06/0621796.html>

respectively). More than a third of the City's population (35.9%) speaks a language other than English at home, and more than a quarter (28.9%) was born in a foreign country.

The median age is 43.5 years, with nearly equal portions of the population under the age of 18 and over the age of 65 (17.4% and 17.9% respectively).⁶ The median household income is \$85,4812, with approximately 8.5% of the population living below the poverty level.⁷ Most people (93%) over the age of 25 have a high school degree or higher, while more than half (58.7%) have a Bachelor's degree or higher.

When analyzed by rate schedule, the vast majority of El Cerrito's electric accounts are residential. Commercial accounts, however, collectively consume nearly half (42.5%) of the City's electricity, despite representing only a small minority (6.4%) of total electric accounts.⁸ For this reason, outreach to both residential and commercial rate classes will be essential.

MCE will educate the general customer base including residential, commercial, and municipal account holders through communitywide outreach. MCE will also implement targeted outreach strategies to specific community groups in El Cerrito. Outreach strategies are tailored to the community and will be reviewed by the Community Leader Advisory Group.

Community Leader Advisory Group (CLAG)

Local decision-making is central to MCE's mission. For this reason, convening a Community Leader Advisory Group (CLAG) to guide outreach efforts is a top priority. MCE intends the CLAG to be composed of representatives from all local stakeholder groups, including industry and business associations; community-based organizations (e.g., sustainability, English-as-a-Second-Language (ESL), and senior focused), and local government staff members. MCE also makes a concerted effort to ensure invited CLAG participants include community members who may be openly opposed to the City's inclusion in MCE, as well as those who are supportive, and/or undecided. Participation in the CLAG will be purely on a volunteer basis, open to all types of stakeholders. Specific duties of the CLAG include:

1. Meet to advise on outreach strategies. The primary purpose of the CLAG is to advise MCE in its customer outreach and marketing strategies. This group will provide valuable insight to MCE on community needs and help determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of El Cerrito.

⁶ http://en.wikipedia.org/wiki/El_Cerrito,_CaliforniaEl Cerrito

⁷ <http://quickfacts.census.gov/qfd/states/06/0621796.htm>

⁸ Based on MCE's membership analysis prepared for the City of El Cerrito: <http://www.el-cerrito.org/DocumentCenter/View/4174>

2. Assist in drafting enrollment notices. When possible, CLAG participant feedback will be incorporated into the notices.
3. Help organize and promote City Hall-style meetings. These meetings will provide an additional venue for MCE and El Cerrito's City Council to provide information and answer questions about the new energy choices available to residents and businesses.

Communitywide Outreach Strategies

MCE's goal is to reach a broad cross-section of the El Cerrito community (i.e. a demographically and socio-economically diverse collection of neighborhoods) and as many stakeholders as possible with general outreach.

Mailed Notices

Enrollment notices will be sent to every electricity customer in El Cerrito, as required by California law. Specifically, California law requires that four such notices be sent; MCE will send five (as done in the past) as part of its effort to help energy customers make an informed decision. The CLAG will be consulted for feedback on content within the notices. The notices will be printed in English and Spanish and include MCE's Terms and Conditions of Service with instructions for how to opt out and stay with PG&E's electricity supply. Three notices will be delivered before enrollment which is scheduled to occur for all customers between May 1, 2015 and May 31, 2015, depending on individual electric meter read dates. Customers will be transferred to MCE service on their regularly scheduled meter read date unless they choose to opt out. Two additional notices will be mailed to customers after enrollment.

The printed notices will also include a referral to the website, which is available in Spanish and has Google translation options for other languages.

There is no fee to opt out if done before service starts, or within 60 days of the start of MCE service (for El Cerrito customers, service begins in May on each accounts meter-read date). Customers who opt out after this time period will be subject to a one-time \$5 (residential) or \$25 (commercial) administrative fee. Customers will also be subject to PG&E's terms and conditions of service, which currently do not allow a return to MCE service for 1 year.

El Cerrito Enrollment Notice Schedule:

Notice 1 (letter)

- Customer Groups 1&2: February 2015

Notice 2 (letter)

- Customer Group 1&2: March 2015

Notice 3 (*trifold brochure*):

- Customer Group 1&2: April 2015

[May ENROLLMENT]

Notice 4 (*trifold brochure*):

- Customer Group 1: Second week of May 2015
- Customer Group 2: Fourth week of May 2015

Notice 5 (*trifold brochure*):

- Customer Group 1: Second week of June 2015
- Customer Group 2: Fourth week of June 2015

Customer Service

MCE has a call center dedicated to assisting customers with questions, and processing opt outs and Deep Green enrollment requests. Call center representatives are available 24 hours a day, 7 days a week, between November 4, 2014, and August 1, 2015 to process opt out requests and provide information. The call center number is 1(888) 632-3674 and the following languages are available: Spanish, Vietnamese, Mandarin, Cantonese, Tagalog, and Laotian. The info@mceCleanEnergy.org email address is monitored and maintained by our senior customer service staff. It is MCE's policy to make all reasonable efforts to respond to emails within one business day whenever possible.

MCE also offers new member communities in-office staff support after the first and second enrollment notices are mailed to customers. MCE will send a staff member to El Cerrito's City Hall to be available during business hours on the day the first two notices are scheduled to be delivered in mailboxes, and the day following, to assist with questions and process opt out requests from community members.

Advertising

MCE further seeks to inform El Cerrito ratepayers about community choice aggregation and the enrollment process via conventional advertising methods.

- Geographically targeted web based advertising
- El Cerrito Patch
- Billboards
- Western Contra Costa Transit Authority
- El Cerrito Journal

MCE El Cerrito Webpage

MCE will create a webpage dedicated to the El Cerrito enrollment and include the URL on customer outreach materials. The webpage will include the enrollment timeline,

information on the choices available to customers including the choice to opt out, a calendar of community events where MCE will present, and local related news articles.

Targeted Outreach Strategies

The following outreach strategies and lists will be presented to City Officials and CLAG participants for review and feedback.

Community Based Organizations

MCE will contact community based organizations to offer a presentation (at a meeting or community event), to share information via newsletters or websites, and to partner in any other way to inform their constituents about MCE's service.

Targeted organizations include:

- Albany/El Cerrito Exchange Club
- Albany/El Cerrito Kiwanis Club
- American Association of University Women
- American Legion Veterans Hall
- Asian Pacific Environmental Network (APEN)
- Bayview Aerie #2323 Fraternal Order of Eagles
- B.E.R Unit Bridge
- Boy Scout Troup 104
- Communities for a Better Environment (CBE)
- Chambers of Commerce
- El Cerrito/Albany Access Group
- El Cerrito Art Association
- El Cerrito Bridge Club
- El Cerrito Community Garden
- El Cerrito Democratic Club
- El Cerrito Garden Club
- El Cerrito High School Archiving Project
- El Cerrito Historical Society
- El Cerrito Library
- El Cerrito Lions Club
- El Cerrito Open Space Campaign
- El Cerrito Tennis Club
- El Cerrito Toastmakers
- El Cerrito Trail Trekkers
- El Cerrito Swim Center
- El Cerrito Youth Baseball
- El Cerrito Youth Futbol/Soccer Club
- Friends of Cerrito Theater
- Friends of El Cerrito Library
- Friends of Five Creeks
- Heritage Rosses Group
- Japanese Language School
- Kensington/El Cerrito Congress of Republicans
- League of Women Voters
- Mindful Life Project
- NAACP
- Rotary Club of El Cerrito
- Soroptimists International of El Cerrito
- Rainbow for Girls
- Richmond's Urban Tilth
- Sons in Retirement (SIR)
- West Contra Costa Council of Industries (COI)

Tabling Community Events

MCE will participate in community events to distribute MCE information and literature. Events may include:

- Annual Fourth of July Celebration
- Farmers Market (April to October)
- Earth Day (April 21)
- Dr. Martin Luther King, Jr. celebration (January 19)
- West Contra Costa Chamber of Commerce Supermixer (January 8)
- Cinco de Mayo Parade (May 5th - Richmond & San Pablo)
- Stockton Ave Art Stroll

City Commissions, Boards, and Local Government Agencies

- Arts & Culture Commission
- Committee on Aging
- East Bay Municipal Utilities District (EBMUD)
- Economic Development Committee
- Environmental Quality Committee
- Financial Advisory Board
- Human Relations Commission
- Parks & Recreation Commission
- Planning Commission
- Tree Committee

Homeowners' Associations

- Rose Park HOA
- Appian Manor HOA
- El Cerrito Plaza Condominium

Schools (public & private) and affiliated Parent Teacher Associations (PTAs)

- West County Unified School District
 - Fairmont Elementary
 - Harding Elementary
 - Kensington Elementary
 - Madera Elementary
 - Korematsu Junior High School (formerly Portola)
 - El Cerrito High School
- Private Schools
 - Keystone Montessori
 - Mira Vista School
 - Montessori Family School
 - Prospect Sierra School
 - St. Jerome Catholic
 - St. John The Baptist
 - Tehiyah Day School
- Affiliated Parent Teacher Associations (PTAs)

Congregations and Places of Worship

- Arlington Baptist Church
- Baptist Women Housing Development Corporation
- Christian Layman Church
- Divine Mercy Foundation
- East Bay Free Methodist Church
- El Cerrito Chinese Christian
- El Cerrito United Methodist

- Grace Lutheran Church
- Hillside Community Church
- Home of the Buddhas
- Korean CRC
- Living Word Ministries
- Meher Baba Center of Northern CA
- Mira Vista United Church Of Christ
- Of JW Cerrito Creek Congregation
- Saint John The Baptist Catholic Church
- St Jerome Church
- ST Peter CME CHURCH
- Sycamore Congregational Church
- The Church of Jesus Christ of Latter-Day Saints
- Trinity Evangelical Free Church

Individuals for whom English is a Second Language

Based on the most recent demographic data available, more than a third (35.9%) of El Cerrito's residents speaks a language other than English at home.⁹ In order to ensure all residents and businesses are able to make informed decisions about their electricity service, regardless of their English language proficiency, MCE will focus specific outreach toward individuals to whom English is a second language.

MCE has a Spanish website, will provide Spanish printed informational materials, and also has Spanish speaking customer service specialists available through our call center. There are also call center translation options for Cantonese, Mandarin, Tagalog, Lao and Vietnamese.

In addition to focusing on ESL outreach generally, MCE regards cultural competency to be a core value and asset to properly informing its customers about the City's new energy options. To this end, MCE's Public Affairs team will seek counsel, guidance, and feedback from local and regional community-based organizations (CBOs) likely to have experience and expertise with Latino, Asian, and African-American constituencies in the Bay Area.

MCE will contact organizations that work with specific ethnic and cultural groups in El Cerrito to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their constituents about MCE's coming service. Similar strategies may include collaborating with them on projects and outreach campaigns; sponsoring community forums and participating in cultural events; and advertising in diverse media and in multiple languages. Examples of these organizations include:

- Asian Pacific Environmental Network (APEN)
- Adult Education Program of West Contra Costa County
- Contra Costa College ESL Program
- Contra Costa Literacy Coalition
- El Cerrito Library

⁹ <http://quickfacts.census.gov/qfd/states/06/0621796.html>

- Lao Family Community Development
- Japanese Language School

Seniors

Because elderly individuals are often on fixed incomes or have special electricity discounts, MCE makes outreach to seniors a priority. While MCE service is less expensive than the incumbent utility (as of January 2015), MCE considers it particularly important for individuals on fixed incomes to understand their electricity options and to know that discounts like the California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) are unaffected by MCE service. These discount programs will continue to be managed and billed by PG&E. If a customer is already enrolled in these programs, they do not need to do anything if they decide to stay with MCE.

MCE will reach out to organizations serving senior citizens and retirement homes in El Cerrito, and will contact these organizations to offer a presentation (at a meeting or community event); to provide information for newsletters or websites; and/or partner in other ways to inform their audiences about MCE's coming service. Examples of these organizations include:

- El Cerrito Committee on Aging
- Sons in Retirement (SIRs)
- Shields Nursing Center

Commercial Electricity Customers

Commercial customers consume nearly half (42.5%) of the electricity consumed in El Cerrito. Small commercial accounts represent the vast majority of the City's non-residential electric customers, although medium, large and industrial accounts consume a large combined volume of energy. Therefore, outreach to businesses in El Cerrito will be an important component of the overall community outreach campaign.

MCE will contact organizations that work with El Cerrito businesses to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service. These may include the following:

- El Cerrito Chamber of Commerce
- El Sobrante Chamber of Commerce
- Richmond Chamber of Commerce
- San Pablo Chamber of Commerce
- West Contra Costa Council of Industries (COI)

MCE will directly contact all large commercial and industrial businesses to offer a presentation about MCE (to key staff or all staff), and to provide information for their employees. The following is a list of the largest employers in El Cerrito, according to the City's Comprehensive Annual Financial Report (2013).¹⁰

- Barnes & Noble
- Bed Bath & Beyond
- CVS Pharmacy
- El Cerrito Royale
- Fat Apple's Restaurant
- Home Depot
- Safeway
- Tahiyah Day School
- Lucky's
- Mira Vista Golf Course/Club
- Honda of El Cerrito
- Nation's Giant Hamburgers
- Pastime ACE Hardware
- Prospect Sierra School
- Romano's Macaroni Grill
- Shields Nursing Center
- Trader Joe's
- West Contra Costa Unified School Dist.
- U.S. Post Office

Strenghts, Challenges & Opportunities

Strengths

- MCE's stable and affordable rates
- Generous Net Energy Metering program
- Increased renewable energy supply
- Reduced greenhouse gas emissions
- Community choice

Challenges

- Correcting misinformation
- Locating marketing and advertising opportunities that specifically target Benicia

Opportunities

- Overlap between target sectors
- Well organized community based organizations and trade organizations
- Already an emphasis on sustainability
- Ability to offer tailored EE programs in the future (2016)

¹⁰ ["City of El Cerrito CAFR"](#). *Principal Employers*. City of El Cerrito. P.126. Not ordered according to size of business.

General Outreach Timeline

January

- Develop MCE El Cerrito webpage ([www.mceCleanEnergy.org/El Cerrito](http://www.mceCleanEnergy.org/El_Cerrito))
- Present community outreach plan to MCE Executive Committee – January 21

February

- Present community outreach plan to El Cerrito City Council
- Meet with El Cerrito City officials for feedback and direction on community outreach plan
- Invite community leaders to join the Community Leader Advisory Group (CLAG)
- First CLAG meeting to discuss outreach lists and opt out notices
- Commence advertising campaign
- Contact community groups and offer to present at their meetings and events
- Present to organizations, attend organizational events, and circulate MCE information in community newsletters and on websites (February onward)
- Mail enrollment notice 1 (letter)

March

- Mail enrollment notice 2 (letter)

April

- Mail enrollment notice 3 (trifold brochure)
- Second CLAG meeting
- First MCE and City hosted community workshop
- Advertising campaign ends

May

- Enroll customers with MCE Light Green 50% renewable energy service
- Mail enrollment notice 4 to first half of enrolled customers (trifold brochure)
- Mail enrollment notice 4 to second half of enrolled customers (trifold brochure)

June

- Second MCE and County hosted community workshop
- Mail enrollment notice 5 to first half of enrolled customers (trifold brochure)
- Mail enrollment notice 5 to second half of enrolled customers (trifold brochure)

Outreach Lists

Community Based Organizations¹¹

- Albany/El Cerrito Exchange Club
- Albany/El Cerrito Kiwanis Club
- American Association of University Women
- American Legion Veterans Hall
- Asian Pacific Environmental Network (APEN)
- Bayview Aerie #2323 Fraternal Order of Eagles
- B.E.R Unit Bridge
- Boy Scout Troup 104
- Communities for a Better Environment (CBE)
- Chambers of Commerce
- El Cerrito/Albany Access Group
- El Cerrito Art Association
- El Cerrito Bridge Club
- El Cerrito Community Garden
- El Cerrito Democratic Club
- El Cerrito Garden Club
- El Cerrito High School Archiving Project
- El Cerrito Historical Society
- El Cerrito Library
- El Cerrito Lions Club
- El Cerrito Open Space Campaign
- El Cerrito Tennis Club
- El Cerrito Toastmakers
- El Cerrito Trail Trekkers
- El Cerrito Swim Center
- El Cerrito Youth Baseball
- El Cerrito Youth Futbol/Soccer Club
- Friends of Cerrito Theater
- Friends of El Cerrito Library
- Friends of Five Creeks
- Heritage Rosses Group
- Japanese Language School
- Kensington/El Cerrito Congress of Republicans
- League of Women Voters

¹¹ List of organizations compiled with assistance from El Cerrito City Staff

- Mindful Life Project
- NAACP
- Rotary Club of El Cerrito
- Soroptimists International of El Cerrito
- Rainbow for Girls
- Richmond's Urban Tilth
- Sons in Retirement (SIR)
- West Contra Costa Council of Industries (COI)

City Commissions, Boards and Local Government Agencies

- Arts & Culture Commission
- Committee on Aging
- East Bay Municipal Utilities District (EBMUD)
- Economic Development Committee
- Environmental Quality Committee
- Financial Advisory Board
- Human Relations Commission
- Parks & Recreation Commission
- Planning Commission
- Tree Committee
- El Cerrito City Council

El Cerrito events to consider presence/sponsorship

- Annual Fourth of July Celebration
- Farmers Market (April to October)
- Earth Day (April 21)
- Dr. Martin Luther King, Jr. celebration (January 19)
- West Contra Costa Chamber of Commerce Supermixer (January 8)
- Cinco de Mayo Parade (May 5th - Richmond & San Pablo)
- Stockton Ave Art Stroll

El Cerrito Homeowners' Associations (HOA)

- Rose Park HOA
- Appian Manor HOA
- El Cerrito Plaza Condominium

El Cerrito Public & Private Schools and Affiliated PTAs

- West County Unified School District
 - Fairmont Elementary
 - Fairmont Elementary PTA

- Harding Elementary
 - Harding Elementary PTA
- Kensington Elementary
 - Kensington Elementary PTA
- Madera Elementary
 - Madera Elementary PTA
- Korematsu Junior High School (formerly Portola)
 - Korematsu PTA
- El Cerrito High School
 - El Cerrito High School PTSA
- Private Schools
 - Keystone Montessori
 - Mira Vista School
 - Mira Vista PTA
 - Montessori Family School
 - Prospect Sierra School
 - St. Jerome Catholic
 - St. John The Baptist
 - St. John the Baptist School PTG
 - Tehiyah Day School

Congregations and Houses of Worship

- Arlington Baptist Church
- Baptist Women Housing Development Corporation
- Christian Layman Church
- Divine Mercy Foundation
- East Bay Free Methodist Church
- El Cerrito Chinese Christian
- El Cerrito United Methodist
- Grace Lutheran Church
- Hillside Community Church
- Home of the Buddhas
- Korean CRC
- Living Word Ministries
- Meher Baba Center of Northern CA
- Mira Vista United Church Of Christ
- Of JW Cerrito Creek Congregation
- Saint John The Baptist Catholic Church
- Saint John The Baptist Catholic Church
- St Jerome Church
- St Peter CME Church
- Sycamore Congregational Church
- The Church of Jesus Christ of Latter-Day Saints

- Trinity Evangelical Free Church

ESL Organizations

- Asian Pacific Environmental Network (APEN)
- Adult Education Program of West Contra Costa County
- Contra Costa College ESL Program
- Contra Costa Literacy Coalition
- El Cerrito Library
- Lao Family Community Development
- Japanese Language School

Senior Organizations

- El Cerrito Committee on Aging
- Shields Nursing Center
- Sons in Retirement (SIR)

Business Organizations

- El Cerrito Chamber of Commerce
- El Sobrante Chamber of Commerce
- Richmond Chamber of Commerce
- San Pablo Chamber of Commerce
- West Contra Costa Council of Industries

El Cerrito's Largest Employers

- Barnes & Noble
- Bed Bath & Beyond
- City of El Cerrito
- CVS Pharmacy
- El Cerrito Royale
- Fat Apples Restaurant
- Home Depot
- Honda of El Cerrito
- Lucky's
- Mira Vista Golf Course & Country Club
- Nation's Giant Hamburgers
- Pastime Ace Hardware
- Prospect Sierra School
- Romano's Marcaroni Grill
- Safeway
- Shileds Nursing Center

- Tehiyah Day School
- Trader Joe's
- U.S. Post Office
- West Contra Costa Unified School District

Advertising

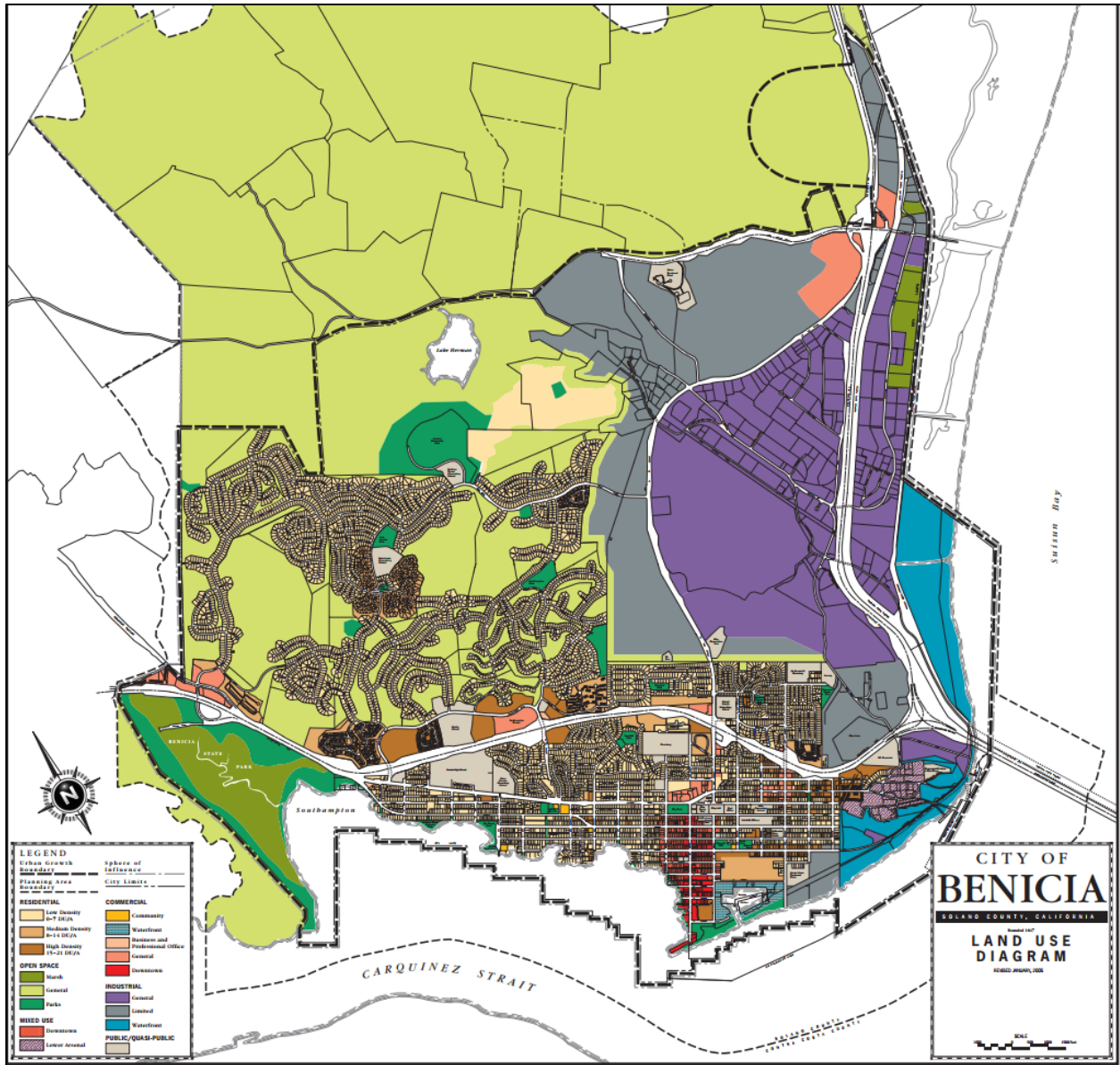
- Geographically targeted web based advertising
- El Cerrito Patch
- El Cerrito Journal
- West Contra Costa Transit Authority
Billboards



MCE Benicia Community Outreach Plan

January 2015





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Outreach Plan Overview

This document is intended to serve as a roadmap for Marin Clean Energy's (MCE) community outreach and implementation strategy for Benicia electricity customers. It provides an overview of the presentations, meetings, events, and other informational venues to be organized and attended by MCE to facilitate community understanding of MCE and the new electricity options. The goal is to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

The Benicia Community Outreach Plan combines strategies used successfully for general outreach in Marin (2010-2012), Richmond (2013), and unincorporated Napa County in (2014-15) with targeted strategies based on analysis of the electricity accounts in Benicia, recognizing the unique characteristics and different information channels of this new service territory.

Introduction to MCE Benicia

On November 18, 2014¹, the Benicia City Council voted to join MCE to give residents and business a choice in where their power is purchased. This decision followed an MCE membership analysis and an independent analysis by MRW & Associates and Davis Wright Tremaine, LLP. The MCE Board voted to admit the City of Benicia into the MCE program at its October 2, 2014² meeting. MCE's service area also includes Marin County, unincorporated Napa County, the City of Richmond, the City of San Pablo, and the City of El Cerrito. The MCE Implementation Plan that includes Benicia was submitted to the California Public Utilities Commission on November 21, 2014 and was approved on December 1, 2014.

MCE offers Benicia residents and businesses a choice of affordable, renewable energy in competition, but also in partnership, with PG&E. For customers who choose MCE, PG&E continues to provide electric delivery services including operating power lines, reading meters, issuing monthly bills and providing the same maintenance and repair services it always has. MCE determines the source of power, called electric generation, and replaces what PG&E would otherwise charge for generation.

As a not-for-profit, community-based electricity provider, MCE gives the Benicia community more local control as to how and where its ratepayer dollars are spent. To this end, MCE's priorities include reinvesting revenues toward 1) reducing energy-

¹Minutes of the November 18th City Council Meeting: <http://www.ci.benicia.ca.us/vertical/sites/%7B3436CBED-6A58-4FEF-BFDF-5F9331215932%7D/uploads/MINI111814.pdf>

² Minutes of the October 2nd MCE Board of Directors Meeting: http://marincleanenergy.org/sites/default/files/board-meeting/11.6.14_Board_Packet.pdf

*PG&E's most recently published percentage of renewable energy

related greenhouse gas emissions; 2) supporting local energy efficiency and renewable generation projects; and 3) maintaining competitive rates.

Because California State law (Assembly Bill 117, 2002) requires Community Choice Aggregation (CCA) programs like MCE to operate as opt out programs, customers will be automatically enrolled with MCE in May 2015 (on their meter read date, which varies by customer) unless they choose to opt out and continue purchasing PG&E's energy supply.

Residents and businesses in the City of Benicia will soon have four choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; MCE Local Sol 100% local solar; or PG&E's 22%³ renewable energy.

Light Green is MCE's default service for automatic enrollment. If customers take no action, this is the level they will be enrolled in. Deep Green and Local Sol are voluntary programs also available to Benicia electric customers.

MCE will be offering Light Green service to Benicia customers beginning May 1, 2015. MCE will send five notices to all electricity customers with instructions on how to opt out and stay with PG&E's electricity supply (three notices before enrollment and two after service starts). After customers receive their first notice, they may request to opt out at any time. The first notice is scheduled to be mailed February 19, 2015.

Deep Green® is now available to Benicia customers. Early requests to enroll in MCE's Local Sol 100% local solar option are also being accepted and added to the waitlist. Service for Local Sol will begin in fall 2015.

Benicia Demographics & Outreach Strategy Overview

The City of Benicia covers an area of approximately 13 square miles with a population of roughly 27,500⁴ and 13,105 electricity accounts. The ethnic composition of Benicia is primarily Caucasian (72.5%) with a significant Hispanic/ Latino population (12%)⁵ and a significant Asian population (11%); 15% of Benicia speaks a language other than English at home⁶. The most representative age segment (19%) is 35 to 44⁷. The median Household Income is 88,502⁸. Ninety Four percent of residents in Benicia graduated high school or have a higher degree.⁹

³ Most recently reported by PG&E.

⁴ <http://quickfacts.census.gov/qfd/states/06/0605290.html>

⁵ <http://quickfacts.census.gov/qfd/states/06/0605290.html>

⁶ <http://quickfacts.census.gov/qfd/states/06/0605290.html>

⁷ http://www.ci.benicia.ca.us/search/index.asp?Type=B_LIST&SEC=%7B30026364-0917-437F-A0E9-94A9F9041984%7D

⁸ <http://quickfacts.census.gov/qfd/states/06/0605290.html>

⁹ <http://quickfacts.census.gov/qfd/states/06/0605290.html>

MCE will educate the general customer base including residential, commercial, industrial, and municipal account holders through communitywide outreach. MCE will also implement targeted outreach strategies to specific community groups (e.g. service clubs, nonprofits, chambers of commerce, etc.). Outreach strategies are tailored to the community and will be reviewed by the Community Leader Advisory Group (CLAG).

Community Leader Advisory Group (CLAG)

Local input is central to MCE's mission, so forming a Community Leader Advisory Group (CLAG) to guide outreach efforts is a priority. MCE proposes that the CLAG be composed of representatives from industry and business associations, community organizations (sustainability, English as a Second Language (ESL), and senior focused), and local government officials/staff. MCE will ensure that invited CLAG participants include community members who are openly opposed to Benicia's inclusion in MCE, as well as those who are supportive, and/or undecided. Participation in the CLAG will be purely on a volunteer basis, open to all types of stakeholders. Participants are invited based on consultations with city staff and council. Specific duties of the CLAG include:

1. Meet to advise on outreach. The primary purpose of the CLAG is to advise MCE in its customer outreach and marketing strategies. This group will provide valuable insight to MCE on community needs and help determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of Benicia.
2. Assist in drafting enrollment notices. CLAG participant feedback will be incorporated into the notices.
3. Help organize and promote public Town Hall-style meetings. These meetings will provide an additional venue for MCE and Benicia City Council to provide residents and businesses information and answer questions about the new energy choices available.

Communitywide Outreach Strategies

MCE's goal is to reach a broad cross-section of the Benicia community (i.e. a demographically and socio-economically diverse collection of neighborhoods) and as much of the Benicia community as possible with general outreach.

Mailed Notices

Enrollment notices will be sent to every electricity customer in Benicia, as required by California law. Specifically, California law requires that four such notices be sent; MCE will send five (as done in the past) as part of its effort to help energy customers make an informed decision. The CLAG will be consulted for feedback on content within the notices. The notices will be printed in English and Spanish and include MCE's Terms

and Conditions of Service with instructions for how to opt out and stay with PG&E's electricity supply. Three notices will be delivered before enrollment which is scheduled to occur for all customers between May 1, 2015 and May 31, 2015, depending on individual electric meter read dates. Customers will be transferred to MCE service on their regularly scheduled meter read date unless they choose to opt out. Two additional notices will be mailed to customers after enrollment. There is no fee to opt out if done before service starts or within 60 days of the start of MCE service. Customers who opt out after this time period will be subject to a one-time \$5 (residential) or \$25 (commercial) administrative fee. Customers will also be subject to PG&E's terms and conditions of service and will not be able to return to MCE service for 1 year¹⁰.

The printed notices will also include a referral to the website, which is available in Spanish and has online Google translation options for other languages (e.g. Chinese, Lao, Vietnamese, etc).

Benicia Enrollment Notice Schedule:

Notice 1 (*letter*)

- Customer Groups 1&2: February 2015

Notice 2 (*letter*)

- Customer Group 1&2: March 2015

Notice 3 (*trifold brochure*):

- Customer Group 1&2: April 2015

[May ENROLLMENT]

Notice 4 (*trifold brochure*):

- Customer Group 1: Second week of May 2015
- Customer Group 2: Fourth week of May 2015

Notice 5 (*trifold brochure*):

- Customer Group 1: Second week of June 2015
- Customer Group 2: Fourth week of June 2015

The fourth and fifth Notices are delivered to customers depending on the date of MCE service start to ensure that customers receive their fourth notice within the first 30 days of service and their fifth notice between 30 and 60 days of service per state law. If a customer opts out before the start of MCE service, they will not receive a fourth or fifth enrollment notice.

Customer Service

MCE has a call center dedicated to responding to assisting customers with questions, and processing opt outs and Deep Green enrollments. Call center representatives are available 24 hours a day, 7 days a week between November 4, 2014, and August 1, 2015 to process opt out requests and provide information (opt outs can only be processed

¹⁰More information on PG&E's terms of service can be found here: <http://www.mcecleanenergy.org/terms/>

after the first enrollment notice is mailed on February 19th). The call center number is 1 (888) 632-3674 and the following languages are available: Spanish, Vietnamese, Mandarin, Cantonese, Tagalog, and Laotian. The info@mceCleanEnergy.org email address is monitored and maintained by our senior customer service staff and it is MCE's policy to make all reasonable efforts to respond to emails within one business day whenever possible. Customers can opt out via the info@mceCleanEnergy.org email as well by sending their PG&E account number, name and address.

MCE also offers new member communities in-office staff support after the first and second enrollment notices are mailed to customers. MCE will locate a staff member in Benicia at a location specified by the City to be available during business hours on the day the first two notices are scheduled to be delivered in mailboxes and the day following to assist with questions from City Staff and community members, as well as help processing opt out requests.

Advertising

MCE further seeks to inform Benicia ratepayers about community choice aggregation and the enrollment process via conventional advertising methods.

- Geographically targeted web based advertising
- Benicia Herald
- Vallejo Times
- Billboards
- Benicia Magazine

MCE Benicia Webpage

MCE will create a webpage dedicated to the Benicia enrollment and include the URL on customer outreach materials. The webpage will include the enrollment timeline, information on the choices available to customers including the choice to opt out, a calendar of community events where MCE will present, and local related news articles.

Targeted Outreach Strategies

The following outreach strategies and lists will be presented to City Officials and CLAG participants for review and feedback.

Community Based Organizations

MCE will contact community based organizations to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's service. Community based organizations include:

- Arts Benicia

- Benicians for a safe and healthy community
- Neighborhood watch groups
- Benicia Tree Foundation
- Benicia State Parks Association
- Benicia Main Street
- Benicia Public Library
- Benicia Rotary
- Benicia Kiwanis
- Benicia Soroptimists
- Lions Club
- Benicia league of women's voters
- Benicia Historical Society
- NextDoor
- Community Center
- WattzOn
- Southampton shopping center
- Solano Square

Tabling Community Events

MCE will participate in community events to distribute MCE information and literature. Events will include:

- Farmers Market (April to October)
- Earth Day (April 21)
- Wine & Chocolate Walk
- Benicia In Bloom (May 16 & 17)

City Commissions and Boards

- Sustainability Commission
- Benicia City Council
- Benicia Resource Incentives Program
- Planning Commission
- Arts & Culture Commission
- Economic Development Board
- Historic Preservation Review Commission

Homeowners' Associations

- Bay View Villas
- Benicia Marina
- Hampton Bay
- Costa Vista
- Rancho Benicia
- Portside Village

Schools

- Benicia Unified School District
- Parent Teacher Association (PTA) meetings

Places of Worship

- Northgate Christian Fellowship Church
- New Harbor Community Church
- Benicia Lutheran Church
- St. Paul's Episcopal Church
- Lighthouse Covenant Fellowship
- The Gateway
- Bridge Eastgate Christian Church
- Benicia Fellowship Church

- Calvary Community Church
- Community Congregational Church of United Church of Christ
- Emmanuel Apostolic Church
- First Baptist Church of Benicia
- Heritage Presbyterian Church at Benicia
- Jesus our Restorer

Individuals for whom English is a Second Language

MCE will also focus specific outreach to individuals to whom English might be a second language. 15% of Benicia residents speak a language other than English at home, the most common language being Spanish followed by Asian and Pacific Islander languages¹¹. It is important to MCE that all residents and business understand the change to their electricity service and are able to make informed decisions.

MCE has a Spanish website, will provide Spanish printed informational materials, and also has Spanish speaking customer service specialists available through our call center. There are also call center translation options for Cantonese, Mandarin, Tagalog, Lao and Vietnamese.

MCE will contact community based organizations to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service. Organizations will include:

- Adult Literacy Program of the Benicia Public Library

Seniors

Because elderly individuals are often on fixed incomes or have special electricity discounts, MCE makes outreach to seniors a priority. While MCE service is less expensive than the Pacific Gas & Electric Company (PG&E) (as of January 2015), MCE considers it particularly important for individuals on fixed incomes to understand their electricity options and to know that discounts like the California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) are unaffected by MCE service and continue to be managed and billed by PG&E. If a customer is already enrolled in these programs, they do not need to do anything if they elect to stay with MCE. MCE will reach out to organizations serving senior citizens and retirement homes in Benicia.

MCE will contact community based organizations that work with seniors to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service.

¹¹ <http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>

Organizations will include:

- Benicia Community Action Council
- Area Agency on Aging
- Benicia Family Resource Center
- Benicia Housing Authority*
- Catholic Social Services
- Families in Transition
- Casa Vilarassa
- Senior Center

Commercial/Industrial

Commercial and industrial customers consume the majority of electricity in Benicia. Because these sectors are quite diverse, extensive general commercial/industrial outreach in Benicia will be an important component of outreach.

MCE will contact organizations that work with Benicia businesses to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service, including the following:

- Chamber of Commerce*
- Benicia Industrial Park Association (BIPA)

MCE will directly contact all large commercial and industrial businesses and employers to offer a presentation about MCE (to key staff or all staff), and to provide information for their employees. The list will be taken from MCE's electricity account information.

The following list of the top ten employers in Benicia is included on the City of Benicia's website. The number of employees for each organization is represented in parenthesis:

- Valero Refining Company (531)
- Dunlop Manufacturing (209)
- Bio-Rad Laboratories (197)
- Cytosport (187)
- Coca-Cola Bottling Co. (145)
- APS West Coast Inc. (131)
- Radiator Express Warehouse Inc. (130)
- Cycle Gear Inc. (121)
- The Pepsi Bottling Group (120)
- American Civil Constructors (109)

Analysis of Strengths, Challenges and Opportunities

Strengths

- MCE's stable and affordable rates
- Generous Net Energy Metering program
- Increased renewable energy supply
- Reduced greenhouse gas emissions
- Community choice

Challenges

- Correcting misinformation
- Locating marketing and advertising opportunities that specifically target Benicia
- Making sure all customers are informed of their choices.

Opportunities

- Overlap between target sectors
- Well organized community based organizations and trade organizations
- Community emphasis on sustainability
- Ability to offer tailored EE programs in the future (2016)

General Outreach Timeline

January

- Develop MCE Benicia webpage (www.mceCleanEnergy.org/Benicia)
- Present community outreach plan to MCE Executive Committee – January 21

February

- Present community outreach plan to Benicia City Council – February 3, 2015
- Meet with Benicia City officials for feedback and direction on community outreach plan
- Invite community leaders to join the Community Leader Advisory Group (CLAG)
- First CLAG meeting to discuss outreach lists and enrollment notices
- Commence advertising campaign
- Contact community groups and offer to present at their meetings and events
- Present to organizations, attend organizational events, and circulate MCE information in community newsletters and on websites (February onward)
- Mail enrollment notice 1 (letter) – February 19, 2015

March

- Mail enrollment notice 2 (letter)

April

- Mail enrollment notice 3 (trifold brochure)
- Second CLAG meeting
- First MCE and City hosted community workshop
- Advertising campaign ends

May

- Enroll customers with MCE Light Green 50% renewable energy service
- Mail enrollment notice 4 to first half of enrolled customers (trifold brochure)
- Mail enrollment notice 4 to second half of enrolled customers (trifold brochure)

June

- Second MCE and County hosted community workshop
- Mail enrollment notice 5 to first half of enrolled customers (trifold brochure)
- Mail enrollment notice 5 to second half of enrolled customers (trifold brochure)

Outreach Lists

*denotes a group that will be contacted for CLAG

Community Based Organizations

- Arts Benicia
- Benicians for a safe and healthy community
- Neighborhood watch groups
- Benicia Tree Foundation
- Benicia State Parks Association
- Benicia Main Street *
- Benicia Public Library
- Benicia Rotary
- Benicia Kiwanis
- Benicia Soroptimists
- Lions Club
- Benicia League of Women Voters
- Benicia Historical Society
- NextDoor
- Community Center
- WattzOn
- Southampton shopping center
- Solano Square

City Commissions and Boards

- Sustainability commission
- Benicia Resource Incentives Program*
- Economic Development Board
- Arts & Culture Commission
- Planning Commission
- Historic Preservation Review Commission

Events to consider presence/sponsorship

- Farmers Market (April to October)
- Earth Day (April 21)
- Wine & Chocolate Walk
- Benicia In Bloom (May 16 & 17)

Homeowners Associations

- Bay View Villas
- Benicia Marina
- Hampton Bay

- Costa Vista
- Rancho Benicia

Schools

- Benicia Unified School District
- Parent Teacher Associations

Houses of Worship

- Northgate Christian Fellowship Church
- New Harbor Community Church
- Benicia Lutheran Church
- St. Paul's Episcopal Church
- Lighthouse Covenant Fellowship
- The Gateway
- Bridge Eastgate Christian Church
- Benicia Fellowship Church
- Calvary Community Church
- Community Congregational Church of United Church of Christ
- Emmanuel Apostolic Church
- First Baptist Church of Benicia
- Heritage Presbyterian Church at Benicia
- Jesus our Restorer

ESL Organizations

- Adult Literacy Program of the Benicia Public Library

Senior Organizations

- Benicia Community Action Council
- Area Agency on Aging serving Napa and Solano Counties
- Benicia Family Resource Center
- Benicia Housing Authority*
- Catholic Social Services
- Families in Transition
- Casa vilarassa
- Senior Center

Business Organizations

- Chamber of Commerce*
- Benicia Industrial Park Association (BIPA)*

Large Employers

- Valero Refining Company (531)*
- Dunlop Manufacturing (209)
- Bio-Rad Laboratories (197)
- Cytosport (187)
- Coca-Cola Bottling Co. (145)
- APS West Coast Inc. (131) Amports
- Radiator Express Warehouse Inc. (130)
- Cycle Gear Inc. (121)
- The Pepsi Bottling Group (120)
- American Civil Constructors (109)

Advertising

- Geographically targeted web based advertising
- Benicia Herald
- Vallejo Times
- Billboards
- Benicia Magazine
- Social media

2015 Notice Schedule* for February & May Enrollments

*This schedule is tentative and subject to change.

February		
Postage Date	Community	Notice
5-Feb	San Pablo	Notice 1
11-Feb	El Cerrito	Notice 1
12-Feb	Napa	Notice 4, Group A
19-Feb	Benicia	Notice 1
26-Feb	Napa	Notice 4, Group B
March		
Postage Date	Community	Notice
5-Mar	San Pablo	Notice 2
12-Mar	El Cerrito	Notice 2
12-Mar	Napa	Notice 5, Group A
19-Mar	Benicia	Notice 2
26-Mar	Napa	Notice 5, Group B
April		
Postage Date	Community	Notice
2-Apr	San Pablo	Notice 3
	El Cerrito	
	Benicia	
May - MCE service start!		
Postage Date	Community	Notice
14-May	San Pablo	Notice 4, Group A
	El Cerrito	
	Benicia	
27-May	San Pablo	Notice 4, Group B
	El Cerrito	
	Benicia	
June		
Postage Date	Community	Notice
11-Jun	San Pablo	Notice 5, Group A
	El Cerrito	
	Benicia	
25-Jun	San Pablo	Notice 5, Group B
	El Cerrito	
	Benicia	