



Board of Directors Meeting
Thursday, June 16, 2016
7:00 P.M.

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

Agenda Page 1 of 2

Kathrin Sears, Chair
County of Marin

Tom Butt, Vice Chair
City of Richmond

Bob McCaskill
City of Belvedere

Alan Schwartzman
City of Benicia

Sloan C. Bailey
Town of Corte Madera

Greg Lyman
City of El Cerrito

Barbara Coler
Town of Fairfax

Kevin Haroff
City of Larkspur

Sashi McEntee
City of Mill Valley

Brad Wagenknecht
County of Napa

Denise Athas
City of Novato

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Genoveva Calloway
City of San Pablo

Andrew McCullough
City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Bob Simmons
City of Walnut Creek

1125 Tamalpais Avenue
San Rafael, CA 94901

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1. Swearing In of New Board Member
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
 - C.1 5.19.16 Meeting Minutes
 - C.2 Approved Contracts Update
 - C.3 Monthly Budget Report
 - C.4 Resolution 2016-05 Restating and Confirming Authority for Power Procurement and other Expenditures
 - C.5 Agreements Related to MCE Solar One Project including:
Addendum to 1st Agreement with Net Electric, Inc. and
Agreement with BAP Power Corporation for Project
Management Services
6. MCE Rates Adjustment for FY 2016/17 (Discussion/Action)
7. Budget Amendment for FY 2016/17 (Discussion/Action)
8. MCE Power Supply Update (Discussion)



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9. Agreement with ZGlobal, Inc. for Scheduling Services (Discussion/Action)
10. MCE Strategic Plan (Discussion/Action)
11. Customer Programs Update (Discussion)
12. Communications Update (Discussion)
13. Board Member & Staff Matters (Discussion)
14. Adjourn

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MCE BOARD MEETING MINUTES
Thursday, May 19, 2016
7:00 P.M.
THE CHARLES F. MCGLASHAN BOARD ROOM
1125 TAMALPAIS AVENUE, SAN RAFAEL, CA 94901

Roll Call: Director Kate Sears called the regular Board meeting to order at 7:08 p.m. An established quorum was met.

Present: Tom Butt, Vice Chair, City of Richmond
Sloan Bailey, Town of Corte Madera
Barbara Coler, Town of Fairfax
Josh Fryday, Alternate, City of Novato
Ford Greene, Town of San Anselmo
Greg Lyman, City of El Cerrito
Bob McCaskill, City of Belvedere
Andrew McCullough, City of San Rafael
Alan Schwartzman, City of Benicia
Kate Sears, Chair, County of Marin
Carla Small, Town of Ross
Ray Withy, City of Sausalito

Absent: Genoveva Calloway, City of San Pablo
Kevin Haroff, City of Larkspur
Sashi McEntee, City of Mill Valley
Emmett O'Donnell, Town of Tiburon
Brad Wagenknecht, County of Napa

Staff: Sarah Estes-Smith, Director of Internal Operations
John Dalessi, Operations & Development
Kirby Dusel, Resource Planning & Renewable Energy Programs
Katie Gaier, Human Resources Manager
Darlene Jackson, Board Clerk
Elizabeth Kelly, General Counsel
David McNeil, Finance and Project Manager
Justine Parmelee, Administrative Assistant
Dawn Weisz, Chief Executive Officer

1. Board Announcements (Discussion)

There were no announcements.

2. Public Open Time (Discussion)

There were no speakers.

3. Report from Chief Executive Officer (Discussion)

Dawn Weisz, Executive Officer reported on the following:

- Thanks to MCE staff and Board members who participated in making MCE's April 22nd Earth Day Event a huge success.
- Buck Institute Ribbon Cutting was held on May 12th.
- Marin IJ coverage on College of Marin battery program.
- Three Ad Hoc Committee meetings were held: Ratesetting Committee, Contracts Committee, and Audit Committee. Some of the outcomes from those meetings will be discussed later in the agenda.
- Due to the increase in MCE's service area, CPUC voted on May 12th to increase MCE's EE funding by 30%.
- City of San Pablo has decided to use their award funding from the Cool California Challenge to purchase Deep Green electricity at City Hall starting in July 2016, after the funds are received. These funds will allow the City to purchase 100% renewable electricity for approximately 1 year.
- Urgency item regarding MCE's Solar One Project was introduced and the Board voted to add it to the agenda.

ACTION: It was M/S/C (Lyman/Greene) to approve adding urgency item to the Board agenda regarding MCE's Solar One Project and payment of associated costs. (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

4. Consent Calendar (Discussion/Action)

- C.1 4.21.16 Meeting Minutes
- C.2 Approved Contracts Update
- C.3 Monthly Budget Report

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

ACTION: It was M/S/C (Lyman/Greene) to approve Consent Calendar Items C.1 through C.3. Motion carried by 10-2 roll call vote: (Abstain on C.1: Coler and Small) (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

5. Procurement Authority for Electricity Supply to New Communities (Discussion/Action)

Dawn Weisz, CEO, introduced this item.

John Dalessi, Operations and Development Consultant, presented additional information directly related to the Economic Impact Analysis and addressed questions from Board members.

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

ACTION: It was M/S/C (Bailey/Greene) to Authorize CEO and Board Chair to enter into power purchase agreements to satisfy electricity supply needs for the new MCE communities in alignment with the Integrated Resource Plan, and within limits of projected revenue: (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

6. Preliminary Proposed Rate Adjustment for FY 2016-17 (Discussion/Action)

John Dalessi, Operations and Development Consultant, presented this item and addressed questions from Board members.

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

ACTION: It was M/S/C (Greene/Bailey) to accept proposal to reduce MCE rates effective September 1, 2016 to achieve a targeted contribution to reserves for FY 2016-17 of 4% of annual revenue, and prepare final rates for approval at the June Board meeting. Motion carried by unanimous roll call vote. (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

7. Preliminary Proposed Budget Amendment for FY 2016-17 (Discussion)

David McNeil, Finance and Project Manager, presented this discussion item and addressed questions from Board members.

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

ACTION: No action required

8. MCE Standing Committee Overview and Scope (Discussion/Action)

Dawn Weisz, CEO, presented this item and addressed questions from Board members.

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

ACTION: It was M/S/C (Greene/Lyman) to approve Executive Committee and Technical Committee Overview and Scope documents for general use, and direct staff to update as needed. Motion carried by unanimous roll call vote. (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

9. Resolution 2016-02 Approving Amendment 11 to the MCE Joint Powers Authority Agreement Authorizing Multi-Jurisdictional Board Representation (Discussion/Action)

Dawn Weisz, CEO, introduced this item and addressed questions from Board members.

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

ACTION: It was M/S/C (Bailey/Greene) to adopt Resolution No. 2016-02 Approving Amendment 11 to the MCE Joint Powers Authority Agreement Authorizing Multi-Jurisdictional Board Representation. Motion carried by unanimous roll call vote. (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

10. Amendment to the Non-Revolving Credit Agreement with River City Bank (Discussion/Action)

David McNeil, Finance and Project Manager presented this item and addressed questions from Board members.

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

ACTION: It was M/S/C (Schwartzman/McCullough) to 1) Adopt Resolution No. 2016-03 Approving the Second Amendment to the Non-Revolving Credit Agreement with River City Bank and, 2) Adopt Resolution No. 2016-04 regarding Authority to Execute Credit Agreement. Motion carried by unanimous roll call vote. (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

11. Creation of MCE Power Settlements Analyst Position (Discussion/Action)

Katie Gaier, Human Resources Manager, presented this item and addressed questions from Board members.

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

ACTION: It was M/S/C (Greene/McCaskill) to approve the position of Power Settlements Analyst with the attached job description at a salary range of \$65,000 - \$109,250, with the exact compensation to be determined by the Chief Executive Officer. Motion carried by unanimous roll call vote. (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

12. Supplemental Proposed Budget Amendment to the Renewable Energy Reserve Fund for FY 2016-17 and Authorization Related to the MCE Solar One Project (Discussion/Action)

David McNeil, Finance and Project Manager, presented this item and addressed questions from Board members.

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

ACTION: It was M/S/C (Greene/Schwartzman) to 1) Approve the proposed Budget Amendment to the Renewable Energy Fund for FY 2016-17, and 2) Authorize the CEO and Board Chair to make payments (including permitting and deposit costs) and enter into contracts necessary and convenient to ensure the continued development of the MCE Solar One Project not to exceed \$939,850. Motion carried by unanimous roll call vote. (Absent: Calloway, Haroff, McEntee, O'Donnell, and Wagenknecht).

13. Board Member & Staff Matters (Discussion)

There were none.

14. Adjournment

The Board of Directors adjourned the meeting at 8:45 p.m. to the next Regular Board Meeting on June 16, 2016.

Kate Sears, Chair

Attest:

Dawn Weisz, Secretary



June 16, 2016

TO: MCE Board of Directors
FROM: Catalina Murphy, Contracts Manager & Legal Assistant
RE: Report on Approved Contracts (Agenda Item #05 – C.2)

Dear Board Members:

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

Review of Procurement Authorities

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

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

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

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

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

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

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

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

Month	Purpose	Contractor	Maximum Annual Contract Amount	Term of Contract
May	Copyediting and Copywriting services to Public Affairs Team	Joslyn McIntyre	\$4,500	10 months

May	Addendum extending agreement to complete CCA Benefits Study performed by UCLA Luskin Center	UC Regents	\$32,309	2 months
June	Grading and fence installation services at MCE Solar One	Net Electric, Inc.	\$25,000	2 months
May	150 MW System Resource Adequacy for 2017	Calpine	\$1,620,000	12 Months
May	40 MW Bay Area Local Resource Adequacy for 2017	Calpine	\$1,176,000	12 Months
May	150 MW System Resource Adequacy for 2017	SENA	\$810,000	12 Months
May	Specified Source Carbon Free Energy for 2017 & 2018	SENA	\$145,000	24 Months
May	Renewable Energy for 2016 & 2017	Los Angeles County Sanitation District No. 2	\$158,000	24 Months
May	Brokerage fee for Renewable Energy purchases for 2016 & 2017	GBC Environmental	\$12,600	1 Month
May	Electricity block purchase for 2016, 2017 & 2018	Morgan Stanley	\$51,604,000	30 Months

Fiscal Impact: Expenses associated with these contracts for the current fiscal year are included in the FY2016/17 Budget Amendment that is recommended for approval at the June 2016 Board meeting.

Recommendation: Information only. No action required.



June 16, 2016

TO: Marin Clean Energy Board
FROM: David McNeil, Finance and Project Manager
RE: Monthly FY 2016/17 Budget Report (Agenda Item #05 - C.3)
ATTACHMENT: MCE Budget Reports 2016-04 (Unaudited)

Dear Board Members:

SUMMARY: The attached budget update compares the FY 2016/17 budgets for the following funds to actual, unaudited revenue and expenses for the month ending April 2016.

OPERATING FUND BUDGET:

Revenues and expenditures for the month of April were as expected. Due to the lower energy usage, expenses tend to exceed revenues in the month of April. MCE continues to spend near projections, as reflected in year-to-date figures.

ENERGY EFFICIENCY PROGRAM FUND BUDGET:

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

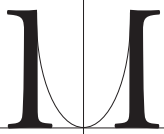
LOCAL DEVELOPMENT RENEWABLE ENERGY FUND BUDGET:

This program is funded through a portion of the Deep Green service provided to customers. Expenses primarily relate to legal, technical and consulting costs associated with establishing a local renewable energy project. Revenues represent transfers from the Operating Fund as approved by your Board.

RENEWABLE ENERGY RESERVE FUND BUDGET:

This fund is intended for the procurement or development of renewable energy not planned for in the operating funds. Resources may accumulate from year to year and be expended as management determines. There were no revenues or expenditures in the RERF Budget in the month of April, 2016. The fund balance is \$1 million.

Recommendation: No action needed. Informational only.



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Clean Energy

Management is responsible for the accompanying special purpose statement of Marin Clean Energy (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended April 30, 2016, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

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

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

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

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

MAHER ACCOUNTANCY

San Rafael, CA
June 7, 2016



**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through April 30, 2016**

	Actual - from April 1 through April 30		YTD Budget	YTD Budget Variance (Under) Over	YTD Actual/Budget %	Annual Budget	Budget Remaining
	2015/16	2016/17	2016/17	2016/17	2016/17	2016/17	2016/17
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 8,558,162	\$ 10,241,851	10,235,000	\$ 6,851	100.07%	\$ 144,507,000	\$ 134,265,149
Other revenue	-	3,471	-	3,471		-	(3,471)
TOTAL ENERGY REVENUE	<u>8,558,162</u>	<u>10,245,322</u>	<u>10,235,000</u>	<u>10,322</u>	100.10%	<u>144,507,000</u>	<u>134,261,678</u>
ENERGY EXPENSES							
Cost of energy	8,234,374	9,718,164	10,266,000	(547,836)	94.66%	126,864,000	117,145,836
Service fees- PG&E	62,071	75,986	76,500	(514)	99.33%	918,000	842,014
TOTAL ENERGY EXPENSES	<u>8,296,445</u>	<u>9,794,150</u>	<u>10,342,500</u>	<u>(548,350)</u>	94.70%	<u>127,782,000</u>	<u>117,987,850</u>
NET ENERGY EXPENSES	<u>261,717</u>	<u>451,172</u>	<u>(107,500)</u>	<u>558,672</u>		<u>16,725,000</u>	<u>16,273,828</u>
OPERATING EXPENSES							
Personnel	204,235	313,824	355,379	(41,555)	88.31%	4,489,000	4,175,176
Data manager	205,056	243,011	241,583	1,428	100.59%	2,899,000	2,655,989
Technical consultants	45,000	43,567	43,300	267	100.62%	536,000	492,433
Legal counsel	5,106	32,777	59,750	(26,973)	54.86%	717,000	684,223
Communications consultants and related expenses	72,054	45,524	62,583	(17,059)	72.74%	751,000	705,476
Other services	15,748	39,158	33,667	5,491	116.31%	404,000	364,842
General and administration	24,542	28,199	30,667	(2,468)	91.95%	368,000	339,801
Occupancy	-	31,466	24,000	7,466	131.11%	288,000	256,534
Integrated demand-side pilot programs	-	-	4,167	(4,167)	0.00%	50,000	50,000
Marin County green business program	-	-	-	-	0.00%	10,000	10,000
Low income solar programs	-	8,500	10,000	(1,500)	0.00%	35,000	26,500
TOTAL OPERATING EXPENSES	<u>571,741</u>	<u>786,026</u>	<u>865,096</u>	<u>(79,070)</u>	90.86%	<u>10,547,000</u>	<u>9,760,974</u>
OPERATING INCOME (LOSS)	<u>(310,024)</u>	<u>(334,854)</u>	<u>(972,596)</u>	<u>637,742</u>	34.43%	<u>6,178,000</u>	<u>6,512,854</u>
NONOPERATING REVENUES (EXPENSES)							
Interest income	306	5,292	1,250	4,042	423.36%	15,000	9,708
Interest expense and financing costs	(30,937)	-	-	-	0.00%	(213,000)	(213,000)
Depreciation (supplemental)	(5,720)	(6,788)	(8,333)	1,545	81.46%	(100,000)	(93,212)
TOTAL NONOPERATING INCOME (EXPENSES)	<u>(36,351)</u>	<u>(1,496)</u>	<u>(7,083)</u>	<u>5,587</u>	21.12%	<u>(298,000)</u>	<u>(296,504)</u>
CHANGE IN NET POSITION	<u>(346,375)</u>	<u>(336,350)</u>	<u>(979,679)</u>	<u>643,329</u>	34.33%	<u>5,880,000</u>	<u>6,216,350</u>
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	(41,107)	(2,431)	(13,000)	10,569	18.70%	(156,000)	(153,569)
Depreciation (supplemental)	5,720	6,788	8,333	(1,545)	81.46%	100,000	93,212
Repayment of loan principal	(2,024,038)	-	-	-		-	-
Transfer to Renewable Energy Reserve	(1,000,000)	-	-	-		-	-
Transfer to Local Renewable Development Fund	(151,383)	(173,263)	(173,263)	-	100.00%	(173,263)	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	<u>(3,210,808)</u>	<u>(168,906)</u>	<u>(177,930)</u>	<u>9,024</u>	94.93%	<u>(229,263)</u>	<u>(60,357)</u>
Net increase (decrease) in available fund balance	<u>\$ (3,557,183)</u>	<u>\$ (505,256)</u>	<u>\$ (1,157,609)</u>	<u>\$ 652,353</u>		<u>\$ 5,650,737</u>	<u>\$ 6,155,993</u>

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through April 30, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,220,267	\$ 65,071	\$ 1,155,196	5.33%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Public purpose energy efficiency program	<u>1,220,267</u>	<u>65,071</u>	<u>1,155,196</u>	<u>5.33%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through April 30, 2016**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 173,263	\$ 173,263	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay	<u>173,263</u>	<u>-</u>	<u>173,263</u>	<u>0.00%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 173,263</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2016 through April 30, 2016**

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

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2016 through April 30, 2016

	Actual
Other services	
Accounting	\$ 12,000
IT Consulting	6,000
Human resources & payroll fees	1,043
Legislative consulting	7,875
Miscellaneous professional fees	12,240
	\$ 39,158
	\$ 39,158
 General and administration	
Data and telephone service	\$ 2,889
Office equipment lease	496
Dues and subscriptions	10,332
Conferences and professional education	1,795
Travel	1,512
Business meals	1,694
Miscellaneous administration	2,367
Publications and legal notices	-
Office supplies and postage	7,114
	\$ 28,199
	\$ 28,199



June 16, 2016

TO: MCE Board of Directors

FROM: David McNeil, Finance and Project Manager

RE: Resolution No. 2016-05 Restating and Confirming Authority for Power Procurement and Other Expenditures (Agenda Item #05 – C.4)

ATTACHEMENT: Resolution No. 2016-05 A Resolution of the Board of Directors of MCE Restating and Confirming Authority for Power Procurement and Other Expenditures

Dear Board Members:

SUMMARY: During the normal course of business MCE receives requests to provide documentation confirming the signing authorities for the agency. Signing authorities are currently described in MCE's Integrated Resource Plan and Resolution 2013-04.

Resolution 2016-05 summarizes current signing authorities and is intended to enable staff to more easily communicate signing authorities of the agency to stakeholders and the public. For clarity, Resolution 2016-05 does not change signing authorities currently approved by your Board.

Fiscal Impact: None

Recommendation: Approve Resolution No. 2016-05 A Resolution of the Board of Directors of MCE Restating and Confirming Authority for Power Procurement and Other Expenditures.

RESOLUTION NO. 2016-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY RESTATING AND CONFIRMING AUTHORITY FOR POWER PROCUREMENT AND OTHER EXPENDITURES

WHEREAS, Marin Clean Energy (MCE) 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.);

WHEREAS, MCE members include the following communities: the County of Marin, the County of Napa, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Mill Valley, the City of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Walnut Creek, and the Town of Yountville;

WHEREAS, for purposes of efficiency in responding to requests for documentation of signing authority for MCE during the normal course of business, the MCE Board wishes to establish a consolidated means of confirming the source(s) and scope of MCE's signing authority for power procurement and other expenditures;

WHEREAS, in March 2013 the MCE Board adopted Resolution 2013-04 authorizing the Chief Executive Officer (CEO) to enter into and execute contracts for an amount not to exceed \$25,000 per contractor per fiscal year, consistent with the Board approved budget, the Joint Powers Agreement, and the Operating Rules and Regulations;

WHEREAS, in November 2012 the MCE Board established procurement policies and objectives through adoption of the Integrated Resource Plan (IRP);

WHEREAS, pursuant to the IRP, power purchase agreements for energy, capacity and renewable energy credits with terms of 12 months or less may be entered into on MCE's behalf by the CEO;

WHEREAS, power purchase agreements for energy, capacity and renewable energy credits with terms of greater than 12 months and less than or equal to 5 years and which are made pursuant to a MCE Board approved resource plan may be entered into on MCE's behalf by the CEO in conjunction with the MCE Board Chair; and

WHEREAS, power purchase agreements for energy, capacity and renewable energy credits with terms of greater than five years shall require Board approval prior to execution;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of MCE that the MCE Board hereby restates and confirms the authority granted by the Board for power procurement and other expenditures, as summarized herein and currently vested

in the CEO, Board Chair and Board of Directors, pursuant to Resolution 2013-04 and the procurement provisions of the IRP.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 16th day of June 2016, by the following vote:

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

CHAIR, MCE BOARD

ATTEST:

SECRETARY, MCE BOARD



June 16, 2016

TO: MCE Board of Directors

FROM: Greg Brehm, Director of Power Resources

RE: Agreements Related to the MCE Solar One Project (Agenda Item #05 - C.5)

ATTACHMENT: A. First Agreement with Net Electric, Inc.
B. First Addendum to First Agreement with Net Electric, Inc.
C. First Agreement By and Between Marin Clean Energy and BAP Power Corporation (dba Cenergy Power)

SUMMARY:

On March 5, 2015 your Board approved a Power Purchase & Sale Agreement with Stion MCE Solar One, LLC (Stion Solar One) for the purchase of energy, capacity and renewable attributes from a solar project planned for a brownfield site at the Chevron refinery in Richmond, CA (the MCE Solar One Project). On May 21, 2015 your Board approved Amended and Restated Power Purchase Agreements (PPAs) with Stion Solar One for the MCE Solar One Project. Stion Solar One failed to meet the conditions precedent set forth in the PPAs, resulting in termination of the PPAs. MCE and Stion Solar One have no further obligations under the PPAs.

At the May 19, 2016 Board meeting your Board authorized Staff to receive revenues and make expenditures related to this project as reported in the Renewable Energy Reserve Fund ("RERF"). The RERF was approved by your Board in February 2015 for "the procurement or development of renewable energy not planned for in the operating fund." The current amount in the RERF is \$1 million. Staff has negotiated agreements for the first two services required to keep the MCE Solar One Project moving forward as follows:

1. The First Addendum to the First Agreement with Net Electric, Inc. is for installation of bio-mitigation fencing and storm water runoff prevention measures. This work is required to remain in compliance with the Environmental Impact Report (EIR) for the project. , MCE and Net Electric entered into a First Agreement to provide utility location marking and fence installation services as directed by MCE staff on June 2, 2016. The necessary scope of work expanded following subsequent site visits with Chevron staff. With the proposed First Addendum, the total contracted amount would not exceed \$49,317.

2. The First Agreement with BAP Power Corporation (dba Cenergy Power) is for Professional Services in the management of all pre-construction services and work. The proposed scope of work includes finalizing electrical engineering for a redesigned project in order that the two executed interconnection agreements can continue through PG&E's queue and so that final construction plans can be submitted to the City of Richmond for the issuance of building permits. Under the terms of this Agreement, MCE must approve all work before it begins and has the right to terminate the contract on five days notice. It is anticipated that some of the tasks described in the scope of work would be transferred to an Engineering, Procurement and Construction ("EPC") firm once that firm is selected. MCE expects contractual terms with a new EPC to be finalized prior to the August Board meeting. If this Agreement is approved, the total contracted amount would not exceed \$70,000.

Estimated expenditures for the MCE Solar One Project are as follows:

<u>Expenditures Proposed for Approval</u>		<u>Supplier</u>
Bio Mitigation Fencing	\$49,317	Net Electric
Construction Management	\$70,000	Cenergy
<u>Estimated Expenditures Remaining</u>		<u>Supplier</u>
Security Fencing	\$50,000	
PG&E Interconnection Deposit	\$145,000	PG&E
Site Grading	\$78,500	Goebel Const.
Grading Plan	\$3,200	Wood Rodgers
Contingencies	\$96,800	
Building Permit Fees	<u>\$448,000</u>	City of Richmond
	\$939,850	

The interconnection deposit and some fencing, grading and construction management services are expected to occur in June, 2016. The balance of the expenditures is expected to occur in July, 2016.

Fiscal Impact: The maximum contract amount under the First Addendum to the First Agreement with Net Electric, Inc. is \$49,317. The maximum contract amount under the Agreement with Cenergy Power is \$70,000. Funding for these contracts is provided for under the 2016/17 Budget for the Renewable Energy Reserve Fund.

RECOMMENDATIONS: Authorize approval of the following Agreements:

1. First Addendum to First Agreement with Net Electric Inc.
2. First Agreement By and Between Marin Clean Energy and BAP Power Corporation (dba Cenergy Power)

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND NET ELECTRIC, INC**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **June 2, 2016** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and NET ELECTRIC, INC, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: utility location marking and fence installation;

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE at invoices@mcecleanenergy.org on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$25,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **June 2, 2016**, and shall terminate on **July 30, 2016**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. NOTICES

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

Contract Manager: Catalina Murphy

MCE Address: 1125 Tamalpais Avenue

San Rafael, CA 94901

Email Address: contracts@mcecleanenergy.org

Telephone No.: (415) 464-6014

Notices shall be given to Contractor at the following address:

Contractor: NET ELECTRIC, INC

Address: 1160 Brickyard Cove Road, Suite 200

Richmond, CA 94801

Email Address: nate.tyler@netelectric.biz

Telephone No.: 866-334-2400 x 701

20. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<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	NET
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	NET

21. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.


23. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.


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

APPROVED BY

Marin Clean Energy:

By: 
 CEO
 Date: 6-2-16

CONTRACTOR:

By: 
 Name: NATHAN E TYLER
 Date: JUNE 2, 2016

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 the following services up to the maximum time/fees allowed under this agreement:

1. Contractor will provide ground marking for utility locating service (USA DIG), specifically the area located around the pond and roadways of the Chevron Plant located on Castro Street in Richmond, California. Contractor will also set-up utility ticket, coordinating services, communicating with services, and follow up as needed with up to two site visits.
2. Contractor will also construct and install the following at the Chevron site around the pond and roadways:
 - A. 5000' of trenching 6" deep
 - B. 5000' of Silt fence 3' in height
 - C. 5000' of small animal fence
 - D. Labor, rental equipment, and shipping fees associated with the installation of items A-C.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

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

1. \$1,750 for Ground Marking for Utility locations and coordinating of this service.
2. \$23,250 to construct and install the following at the Chevron site around the pond and roadways:
 - A. 5000' of trenching 6" deep
 - B. 5000' of Silt fence 3' in height
 - C. 5000' of small animal fence
 - D. Labor, rental equipment, and shipping fees associated with the installation of items A-C.

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$25,000** for the term of the agreement.

**FIRST ADDENDUM TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND NET ELECTRIC, INC.**

This FIRST ADDENDUM is made and entered into on June 16, 2016, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and NET ELECTRIC, INC. (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide utility location marking and fence installation services as directed by MCE staff dated June 2, 2016 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement obligated Contractor to be compensated an amount not to exceed \$25,000 for the utility location marking and fence installation services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$24,317 for a total not to exceed \$49,317, in consideration for the amended scope of services as outlined in Exhibit A.

WHEREAS the parties agree to have a payment bond provided by Contractor, and is added to the Agreement as Section 24.

NOW, THEREFORE, the parties agree to modify Section 4, Exhibit A, Exhibit B, and add to the Agreement Section 24, 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 **\$49,317**.

2. Section 2 in Exhibit A is hereby amended to include the following additional scope of services:

- E. 2000' of orange safety fence
- F. 200 each 5' metal post for orange fence
- G. 5000' of wattle rolls
- H. Labor, rental equipment, and shipping fees associated with the installation of items E-G.

3. Section 2 in Exhibit B is hereby amended as follows:

2. \$47,567 to construct and install the following at the Chevron site around the pond and roadways:

**FIRST ADDENDUM TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND NET ELECTRIC, INC.**

- A. 5000' of trenching 6" deep
- B. 5000' of Silt fence 3' in height
- C. 5000' of small animal fence
- D. Labor, rental equipment, and shipping fees associated with the installation of items A-C.
- E. 2000' of orange safety fence
- F. 200 each 5' metal post for orange fence
- G. 5000' of wattle rolls
- H. Labor, rental equipment, and shipping fees associated with the installation of items E-G.
- I. Payment bond fee

The last sentence 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 \$49,317 for the term of the agreement.

4. Section 24 is hereby added to the Agreement to read as follows:

PAYMENT BOND:

Contractor shall furnish, concurrently with signing the contract, a Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

5. 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:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND BAP POWER CORPORATION (DBA CENERGY POWER)**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **June 16, 2016** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and BAP POWER CORPORATION (dba CENERGY POWER), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: providing solar photovoltaic energy design, engineering, and project management services;

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.

WRITTEN DELIVERABLES

Unless otherwise specified in the Agreement, when Services include written deliverables, the Supplier will provide MCE with a preliminary draft for review. Draft deliverables shall include, as relevant, complete text and drafts of all diagrams, figures, tables, charts, photographs, drawings, manuals and other visual and tabular material that are a part of the deliverable. MCE reserves the right, prior to the acceptance of the written deliverables, to inspect or have a third party perform an inspection to determine if the written deliverables are of acceptable quality. If deficiencies in quality or the need for changes are discovered, MCE will present the Supplier with a written summary of the deficiencies and/or changes needed and the Supplier shall be responsible for updating the documents as needed in a time and manner that is mutually agreeable to both Parties. The process of review and revision shall continue until Supplier submits a satisfactorily completed deliverable to MCE. MCE's review and approval of written deliverables shall in no way relieve Supplier of its responsibilities set forth in the Agreement.

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE; INVOICING:

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

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$70,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **June 16, 2016**, and shall terminate on **March 31, 2017**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

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

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

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

6.1 GENERAL LIABILITY

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

6.2 AUTO LIABILITY

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

6.3 WORKERS' COMPENSATION

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

6.4 PROFESSIONAL LIABILITY INSURANCE

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

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement

and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same.

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement upon five (5) calendar days' written notice to Contractor of such termination, sent by registered mail.
- 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 upon five (5) business days' written notice to the other party. Notice of termination shall be by written notice to the other party and be sent by registered mail.
- D. In the event of termination not due to Contractor's breach or failure to perform, the Contractor shall be paid for services performed up 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.

19. NOTICES

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

Contract Manager:	Catalina Murphy
<hr/>	
MCE Address:	1125 Tamalpais Avenue
<hr/>	
	San Rafael, CA 94901
<hr/>	
Email Address:	contracts@mcecleanenergy.org
<hr/>	
Telephone No.:	(415) 464-6014
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor:	BAP Power Corporation (dba Cenergy Power)
<hr/>	
Address:	
<hr/>	
<hr/>	
Email Address:	
<hr/>	
Telephone No.:	
<hr/>	

20. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<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	

21. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

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

**APPROVED BY
Marin Clean Energy:**

By: _____
CEO

Date: _____

By: _____
Chairperson

Date: _____

CONTRACTOR:

By: _____

Name: _____

Date: _____

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 professional engineering and project management services including supervision and oversight of all work pertaining to environmental mitigation and monitoring, project redesign, and site constraints at the proposed solar project site at the Chevron Refinery in Richmond, CA, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

These services are subject to the terms of the executed Solar Facility Site Lease and Final Environmental Impact Report (FEIR) attached hereto and by this reference made a part hereof.

The services include the following **Pre-Construction Services:**

- Perform engineering redesign and interconnection changes as needed to achieve target LCOE;
- Facilitate interconnection process with PG&E including potential compression of upgrade timeline;
- Facilitate transition from previous EPC (Stion) to replacement EPC (TBD);
- Facilitate installation and monitoring of erosion control, small mammal exclusion fencing and vegetative cover.
Supervise, coordinate, and verify mitigation monitoring and reporting from the Final Project EIR;
- Facilitate Installation of permanent security fencing and access gates and oversee installation;
- Facilitate site grading and visitor center pad fill and compaction;
- Facilitate maintenance of onsite roads;
- Coordinate site security during construction activities;
- Coordinate Building Permit submittals;
- Coordinate CAISO New Resource Implementation process;
- Facilitate storm water control and water quality;
- Manage constraints related to non-penetration of landfill cap, leachate monitoring, and landfill monitoring.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this agreement, work shall be performed as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

MCE shall pay the Contractor in accordance with the following payment fees/schedule:

CLASSIFICATION	STANDARD HOURLY RATE
Project Manager	\$ 80.00
Field Technician	\$ 80.00
Associate Engineer	\$100.00
Legal/Regulatory/Compliance	\$120.00

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$70,000** for the term of the agreement.



June 16, 2016

TO: MCE Board of Directors

FROM: John Dalessi, Operations and Development

RE: Revised Proposed Rate Adjustment for FY 2016/17 (Agenda Item #06)

ATTACHMENT: Present and Proposed FY 2016/17 Rates Revised

Background: On April 21, 2016 your Board adopted Resolution No. 2016-01 approving the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville as members of MCE. Prior to taking this action a quantitative Applicant Analysis was presented to your Board that included projected budgetary impacts of service to these communities.

The Applicant Analysis demonstrated that anticipated revenue would be more than sufficient to cover the cost of power supply at current market costs, and to cover other anticipated operational expenditures. The projected surplus of revenues over costs would allow for a reduction in MCE rates, while still maintaining a targeted contribution to reserves of approximately 4% of revenue.

MCE plans to commence service to the new communities in September 2016. Under MCE's normal ratesetting cycle, the next opportunity for rate adjustments would occur in April 2017, but your Board has discretion to adjust rates at any time subject to a 30-day customer notice period. Staff recommends your Board consider a rate reduction to become effective on September 1st 2016. This action would allow for MCE to offset a larger portion of the PCIA increase that was imposed by PG&E on January 1, 2016, and bring MCE service closer to cost parity with PG&E.

Preliminary adjusted rates were accepted by your Board on May 19, 2016. The preliminary adjusted rates reflected an average rate decrease of 7.5% and were estimated to yield a targeted reserve contribution for the current fiscal year of approximately 4% of annual revenue. The preliminary rates were accepted subject to adjustment with final rates to be adopted in June, pending finalization of power supply contracts related to the expansion of MCE customer load as well as other budgetary adjustments. Following completion of the power supply contracts, projected power supply costs for the current fiscal year are lower than the preliminary estimates, and the final adjusted rates reflect an average rate decrease of 9%. If approved, the adjusted rates effective September 1, 2016 would result in average customer costs under MCE service being slightly lower than what would be incurred under PG&E service.

Proposed Rate Adjustment: The proposed revenue reduction would be allocated to customer classes and reflected in customer rates in a manner that would result in similar cost differences relative to PG&E service for all MCE customer classes. Average

revenue changes range from -12.5% for the residential customer class to 0% for the Street Lighting (SL) customer classes.

Table 1: Proposed Revenue Allocation

Rate Group	Revenue at Present Rates	Revenue at Proposed Rates	Change in Revenues	% Change
E-1	105,129,210	91,998,589	(13,130,621)	-12.5%
A-1	30,088,232	28,517,755	(1,570,477)	-5.2%
A-6	6,948,754	6,886,170	(62,584)	-0.9%
A-10	39,120,033	35,404,266	(3,715,767)	-9.5%
E-19	35,511,321	33,844,933	(1,666,388)	-4.7%
E-20	18,511,628	17,412,680	(1,098,949)	-5.9%
Ag	1,829,240	1,618,617	(210,623)	-11.5%
SL	1,249,349	1,249,348	(0)	0.0%
TC	150,804	137,741	(13,063)	-8.7%
Total	238,538,572	217,070,100	(21,468,471)	-9.0%

The resulting revenue allocation yields customer costs under MCE service that are slightly below costs that would be incurred under PG&E bundled service for all customer classes. Individual customer cost comparisons may vary from the broad averages shown in Table 2, depending upon individual electricity usage characteristics.

Table 2: Revenue Comparison to PG&E Rate Benchmarks

Rate Group	Total MCE Generation + PG&E Charges ¹	Revenue at Current PG&E Bundled Rates	Total Cost Difference	% Cost Difference
E-1	241,898,743	242,491,511	(592,768)	-0.2%
A-1	80,728,466	80,921,424	(192,957)	-0.2%
A-6	17,107,026	17,147,135	(40,109)	-0.2%
A-10	85,038,534	85,245,170	(206,636)	-0.2%
E-19	71,230,458	71,399,438	(168,980)	-0.2%
E-20	31,615,269	31,690,541	(75,271)	-0.2%
Ag	3,843,860	3,853,290	(9,430)	-0.2%
SL	3,444,421	3,458,230	(13,809)	-0.4%
TC	412,452	413,451	(999)	-0.2%
Total	535,319,230	536,620,190	(1,300,960)	-0.2%

Fiscal Impact: The budgetary impacts of the recommended actions are reflected in the proposed Budget Amendment for FY 2016/17 contained in Agenda Item #07. If

¹ PCIA and Franchise Fee Surcharge amounts included in Table 2 reflect the 2016 vintage. MCE customers are assigned a vintage by PG&E based on the year in which they transferred to MCE service.

approved, the projected impact on revenues for the current fiscal year would be a reduction of approximately \$11.4 million.

Recommendation: Approve proposed rates for FY 2016/17 contained in Attachment A to become effective September 1, 2016.

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

MARIN CLEAN ENERGY
PRESENT AND FY 2016/17 PROPOSED RATES, REVISED, EFFECTIVE SEPTEMBER 1,
2016

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>RESIDENTIAL CUSTOMERS</u>				
E-1, M, S, SR, T	E-1			
	ENERGY CHARGE (\$/KWH)	All Energy	0.08200	0.07200
EL-1 (CARE)	EL-1			
	ENERGY CHARGE (\$/KWH)	All Energy	0.08200	0.07200
E-6	E-6			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.21300	0.18600
		Summer Part Peak	0.08900	0.07800
		Summer Off-Peak	0.06000	0.05300
		Winter Partial Peak	0.08300	0.07300
		Winter Off-Peak	0.06000	0.05300
EL-6 (CARE)	EL-6			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.21300	0.18600
		Summer Part Peak	0.08900	0.07800
		Summer Off-Peak	0.06000	0.05300
		Winter Partial Peak	0.08300	0.07300
		Winter Off-Peak	0.06000	0.05300

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
EV	EV			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.20000	0.17500
		Summer Part Peak	0.08900	0.07800
		Summer Off-Peak	0.05000	0.04400
		Winter Peak	0.07200	0.06300
		Winter Partial Peak	0.05000	0.04400
		Winter Off-Peak	0.05000	0.04400
E-TOU-A	E-TOU-A			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.15700	0.15700
		Summer Off-Peak	0.08200	0.08200
		Winter Peak	0.07000	0.07000
		Winter Off-Peak	0.05600	0.05600
E-TOU-B	E-TOU-B			
	ENERGY CHARGE (\$/KWH)			
		Summer Peak	0.17400	0.17400
		Summer Off-Peak	0.07200	0.07200
		Winter Peak	0.07600	0.07300
		Winter Off-Peak	0.05700	0.05400

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>COMMERCIAL, INDUSTRIAL AND GENERAL SERVICE CUSTOMERS</u>				
A-1-A	A-1-A			
	ENERGY CHARGE (\$/KWH)			
		SUMMER	0.09800	0.09300
		WINTER	0.06500	0.06200
A-1-B	A-1-B			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.11500	0.10900
		PART-PEAK	0.10900	0.10300
		OFF-PEAK	0.08500	0.08100
		<u>WINTER</u>		
		PART-PEAK	0.07400	0.07000
		OFF-PEAK	0.05800	0.05500
A-6	A-6			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.30500	0.30200
		PART-PEAK	0.10900	0.10800
		OFF-PEAK	0.05100	0.05100
		<u>WINTER</u>		
		PART-PEAK	0.08500	0.08400
		OFF-PEAK	0.05100	0.05100
A-10-A	A-10-A			
	ENERGY CHARGE (\$/KWH)			
		SUMMER	0.09600	0.08700
		WINTER	0.06900	0.06200
	DEMAND CHARGE (\$/KW)			
		SUMMER MAX	3.10000	2.80000
A-10-B	A-10-B			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.11800	0.10700
		PART-PEAK	0.09700	0.08800
		OFF-PEAK	0.08300	0.07500
		<u>WINTER</u>		
		PART-PEAK	0.07600	0.06900
		OFF-PEAK	0.06400	0.05800
	DEMAND CHARGE (\$/KW)			
		SUMMER MAX	3.10000	2.80000

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
E-19-S, V	E-19-S			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.11400	0.10900
		PART-PEAK	0.07900	0.07500
		OFF-PEAK	0.05500	0.05200
		<u>WINTER</u>		
		PART-PEAK	0.07400	0.07100
		OFF-PEAK	0.05200	0.05000
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	8.70000	8.30000
		PART-PEAK	1.80000	1.70000
E-19-P, V	E-19-P			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.11500	0.11000
		PART-PEAK	0.07400	0.07100
		OFF-PEAK	0.05200	0.05000
		<u>WINTER</u>		
		PART-PEAK	0.06800	0.06500
		OFF-PEAK	0.05200	0.05000
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	8.50000	8.10000
		PART-PEAK	1.80000	1.70000
E-19-T, V	E-19-T			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.08800	0.08400
		PART-PEAK	0.06800	0.06500
		OFF-PEAK	0.05400	0.05100
		<u>WINTER</u>		
		PART-PEAK	0.06000	0.05700
		OFF-PEAK	0.05100	0.04900
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	8.80000	8.40000
		PART-PEAK	1.90000	1.80000

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
E-19-R-S, V-R-S	E-19-R-S			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.21100	0.20100
		PART-PEAK	0.09800	0.09300
		OFF-PEAK	0.05500	0.05200
		<u>WINTER</u>		
		PART-PEAK	0.07400	0.07100
		OFF-PEAK	0.05200	0.05000
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	-	-
		PART-PEAK	-	-
E-19-R-P, V-R-P	E-19-R-P			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.21500	0.20500
		PART-PEAK	0.09400	0.09000
		OFF-PEAK	0.05200	0.05000
		<u>WINTER</u>		
		PART-PEAK	0.06800	0.06500
		OFF-PEAK	0.05200	0.05000
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	-	-
		PART-PEAK	-	-
E-19-R-T, V-R-T	E-19-R-T			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.19100	0.18200
		PART-PEAK	0.08800	0.08400
		OFF-PEAK	0.05400	0.05100
		<u>WINTER</u>		
		PART-PEAK	0.06000	0.05700
		OFF-PEAK	0.05100	0.04900
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	-	-
		PART-PEAK	-	-

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
E-20-S	E-20-S			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.10800	0.10200
		PART-PEAK	0.07400	0.07000
		OFF-PEAK	0.05200	0.04900
		<u>WINTER</u>		
		PART-PEAK	0.06700	0.06300
		OFF-PEAK	0.04900	0.04600
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	8.20000	7.70000
		PART-PEAK	1.70000	1.60000
E-20-P	E-20-P			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.11400	0.10700
		PART-PEAK	0.07500	0.07100
		OFF-PEAK	0.05300	0.05000
		<u>WINTER</u>		
		PART-PEAK	0.06600	0.06200
		OFF-PEAK	0.05200	0.04900
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	9.00000	8.50000
		PART-PEAK	1.90000	1.80000
E-20-T	E-20-T			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.08100	0.07600
		PART-PEAK	0.06300	0.05900
		OFF-PEAK	0.04900	0.04600
		<u>WINTER</u>		
		PART-PEAK	0.06100	0.05700
		OFF-PEAK	0.04800	0.04500
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	10.50000	9.90000
		PART-PEAK	2.20000	2.10000

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
E-20-R-S	E-20-R-S			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.19200	0.18100
		PART-PEAK	0.09100	0.08600
		OFF-PEAK	0.05200	0.04900
		<u>WINTER</u>		
		PART-PEAK	0.06700	0.06300
		OFF-PEAK	0.04900	0.04600
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	-	-
		PART-PEAK	-	-
E-20-R-P	E-20-R-P			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.20700	0.19500
		PART-PEAK	0.09300	0.08700
		OFF-PEAK	0.05300	0.05000
		<u>WINTER</u>		
		PART-PEAK	0.06600	0.06200
		OFF-PEAK	0.05200	0.04900
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	-	-
		PART-PEAK	-	-
E-20-R-T	E-20-R-T			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.18900	0.17800
		PART-PEAK	0.08400	0.07900
		OFF-PEAK	0.04900	0.04600
		<u>WINTER</u>		
		PART-PEAK	0.06100	0.05700
		OFF-PEAK	0.04800	0.04500
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	-	-
		PART-PEAK	-	-

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>AGRICULTURAL CUSTOMERS</u>				
AG-1-A	AG-1-A			
	ENERGY CHARGE (\$/KWH)	SUMMER	0.09600	0.08500
		WINTER	0.07700	0.06800
	CONNECTED LOAD (\$/HP)	SUMMER MAX	1.20000	1.10000
		WINTER MAX	-	-
AG-1-B	AG-1-B			
	ENERGY CHARGE (\$/KWH)	SUMMER	0.08400	0.07400
		WINTER	0.06500	0.05800
	DEMAND CHARGE (\$/KW)	SUMMER MAX	1.80000	1.60000
		WINTER MAX	-	-
AG-RA	AG-RA			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.22000	0.19500
		OFF-PEAK	0.05500	0.04900
		<u>WINTER</u>		
		PART-PEAK	0.06100	0.05400
		OFF-PEAK	0.05200	0.04600
	CONNECTED LOAD (\$/HP)	SUMMER	1.2000	1.1000
		WINTER	0.0000	0.0000
AG-RB	AG-RB			
	ENERGY CHARGE (\$/KWH)	<u>SUMMER</u>		
		PEAK	0.23400	0.20700
		OFF-PEAK	0.06500	0.05800
		<u>WINTER</u>		
		PART-PEAK	0.06000	0.05300
		OFF-PEAK	0.05000	0.04400
	DEMAND CHARGE (\$/KW)	<u>SUMMER</u>		
		MAX	1.7000	1.5000
		PEAK	1.8000	1.6000
		WINTER	0.0000	0.0000

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
AG-VA	AG-VA			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.20000	0.17700
		OFF-PEAK	0.05500	0.04900
		<u>WINTER</u>		
		PART-PEAK	0.06200	0.05500
		OFF-PEAK	0.05300	0.04700
	CONNECTED LOAD (\$/HP)			
		SUMMER	1.2000	1.1000
		WINTER	0.0000	0.0000
AG-VB	AG-VB			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.20400	0.18100
		OFF-PEAK	0.06200	0.05500
		<u>WINTER</u>		
		PART-PEAK	0.05800	0.05100
		OFF-PEAK	0.05000	0.04400
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		MAX	1.6000	1.4000
		PEAK	1.9000	1.7000
		<u>WINTER</u>		
		WINTER	0.0000	0.0000

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PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
AG-4-A	AG-4-A			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.14200	0.12600
		OFF-PEAK	0.05900	0.05200
		<u>WINTER</u>		
		PART-PEAK	0.06200	0.05500
		OFF-PEAK	0.05200	0.04600
	CONNECTED LOAD (\$/HP)			
		SUMMER	1.20000	1.10000
		WINTER	-	-
AG-4-B	AG-4-B			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.10900	0.09600
		OFF-PEAK	0.06100	0.05400
		<u>WINTER</u>		
		PART-PEAK	0.06000	0.05300
		OFF-PEAK	0.05000	0.04400
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		MAX	2.10000	1.90000
		PEAK	2.10000	1.90000
		WINTER	-	-
AG-4-C	AG-4-C			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.11900	0.10500
		PART-PEAK	0.06700	0.05900
		OFF-PEAK	0.04800	0.04200
		<u>WINTER</u>		
		PART-PEAK	0.05400	0.04800
		OFF-PEAK	0.04500	0.04000
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	5.00000	4.40000
		PART-PEAK	0.90000	0.80000
		WINTER	0.00000	0.00000

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
AG-5-A	AG-5-A			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.13100	0.11600
		OFF-PEAK	0.06300	0.05600
		<u>WINTER</u>		
		PART-PEAK	0.06600	0.05800
		OFF-PEAK	0.05500	0.04900
	CONNECTED LOAD (\$/HP)			
		SUMMER	3.20000	2.80000
		WINTER	-	-
AG-5-B	AG-5-B			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.12500	0.11100
		OFF-PEAK	0.03800	0.03400
		<u>WINTER</u>		
		PART-PEAK	0.05900	0.05200
		OFF-PEAK	0.03200	0.02800
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		MAX	4.00000	3.50000
		PEAK	4.90000	4.30000
		WINTER	-	-
AG-5-C	AG-5-C			
	ENERGY CHARGE (\$/KWH)			
		<u>SUMMER</u>		
		PEAK	0.10100	0.08900
		PART-PEAK	0.05400	0.04800
		OFF-PEAK	0.04000	0.03500
		<u>WINTER</u>		
		PART-PEAK	0.04800	0.04200
		OFF-PEAK	0.03600	0.03200
	DEMAND CHARGE (\$/KW)			
		<u>SUMMER</u>		
		PEAK	8.90000	7.90000
		PART-PEAK	1.70000	1.50000
		WINTER	-	-

Agenda Item #06_Att: Present and Proposed FY2016-17 Rates Revised

PG&E EQUIVALENT SCHEDULE	MCE RATE SCHEDULE	UNIT/PERIOD	PRESENT RATE	PROPOSED RATE
<u>STREET AND OUTDOOR LIGHTING</u>				
LS-1, LS-2, LS-3, OL-1	SL			
	ENERGY CHARGE (\$/KWH)		0.07600	0.07600
TC-1	TC-1			
	ENERGY CHARGE (\$/KWH)		0.07300	0.06700

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
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Voltage Discount

For rate schedules not segregated by service voltage, each component of the standard rate shall be discounted for primary or higher service voltage.

4%	4%
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June 16, 2016

TO: MCE Board of Directors

FROM: David McNeil, Finance and Project Manager

RE: Budget Amendment for FY 2016/17 (Agenda Item #07)

ATTACHMENT: Proposed Budget Amendment for FY 2016/17

SUMMARY:

On April 21, 2016 your Board adopted Resolution No. 2016-01 approving the Cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena, Walnut Creek and the Town of Yountville as members of MCE. The Proposed Budget Amendment for Fiscal Year Ending March 31, 2017 sets forth the following adjustments to the Operating Fund in order to accommodate the expansion of MCE's service area. Additional funding is requested to support such activities as obtaining a credit rating, supporting continued CCA cooperation and obtaining Scheduling Services to support energy procurement.

Revenue – Electricity (+\$36,844,000, 25% increase): The increase in revenues results from the addition of new communities beginning in September, 2016. Budgeted revenues assume an average decrease in rates of 9% beginning on September 1, 2016 and a 10% opt out rate for new communities.

Cost of Energy (+\$32,169,000, 25% increase): Increased energy costs reflect the cost of purchasing additional energy to serve new communities.

Service Fees – PG&E (+\$337,000, 37% Increase): PG&E Service Fees are based on the number of customer meters and are expected to increase as a result of the addition of new communities.

Personnel (+ \$887,000, 20% increase): Increased budgeted personnel costs represent a \$150,000 increase in contingencies and a \$737,000 increase related to new positions and bringing some external functions in-house. The new positions in the Electric Supply, Public Affairs and Legal and Regulatory teams and are intended to support the growth of the organization.

Data Manager (+ \$775,000, 27% increase): Data manager costs are based on the number of customer meters which is expected to increase by approximately 87,000 with the addition of new communities.

Technical and Scheduling Services (+\$226,000, 42% increase): Technical consultant costs are tied to the volume of customer usage which is increasing with the addition of new communities. Projected costs in this category will also increase as a result of costs associated with contracting for a Scheduling Coordinator services. A contract with ZGlobal is being presented to the Board for approval at the June 2016 meeting.

Legal (+ \$100,000, 14% increase): Legal expenditures are budgeted to support legal review of new Power Purchase Agreements related to the addition of new communities.

Communications Consultants and Related (+200,000, 27% increase): Increased communications costs result from the addition of new communities most notably to pay for mailers and other communications material.

Other Services (+ \$65,000, 16% increase): The increase requested is primarily driven by an increase in contingencies and funding to support greater CCA cooperation.

General & Administration (+ \$50,000, 14% increase): The increase in this category is primarily driven by costs associated with an increase in the number of employees.

Occupancy (+50,000, 17% increase): The increase represents an increase in contingencies for adjustments to MCE's offices associated with an increase in the number of employees.

Interest Income (+\$35,000, 230% increase): Increased interest income is expected to result from an increase in interest rates on savings accounts at River City Bank.

Capital Outlay (+ \$102,000, 65% increase): The increase in capital outlay is due to various leasehold improvements made at MCE's facilities.

Interest Expense and Financing Costs (+ \$132,500, 115% increase): These costs are associated with increased issuance of letters of credit and costs associated with obtaining a credit rating.

FISCAL IMPACT: The net impact of increased revenues and expenses is expected to add \$1,887,500 to MCE's net position during the balance of the fiscal year. The total expected increase in net position of \$7,767,500 for FY 2016/17 is equal to 4% of revenues.

RECOMMENDATION: Approve the Amendment to the Operating Budget for FY 2016/17.

MARIN CLEAN ENERGY				
OPERATING FUND				
Proposed Budget				
Fiscal Year 2016/17				
	2016/17 Original Budget	Proposed Amended 2016/17 Budget (June)	Proposed Amendment	Amend %
ENERGY REVENUE				
Revenue - Electricity (net of allowance)	\$ 144,507,000	\$ 181,351,000	36,844,000	25%
Other Revenue			-	
TOTAL ENERGY REVENUE	144,507,000	181,351,000	36,844,000	25%
ENERGY EXPENSES				
Cost of energy	126,864,000	159,033,000	32,169,000	25%
Service fees - PG&E	918,000	1,255,000	337,000	37%
TOTAL ENERGY EXPENSES	127,782,000	160,288,000	32,506,000	25%
NET ENERGY REVENUE	16,725,000	21,063,000	4,338,000	26%
OPERATING EXPENSES				
Personnel	4,489,000	5,376,000	887,000	20%
Data manager	2,899,000	3,674,000	775,000	27%
Technical and Scheduling Services	536,000	762,000	226,000	42%
Legal counsel	717,000	817,000	100,000	14%
Communications consultants & related	751,000	951,000	200,000	27%
Other services	404,000	469,000	65,000	16%
General and administration	368,000	418,000	50,000	14%
Occupancy	288,000	338,000	50,000	17%
Integrated demand side pilot programs	50,000	50,000	-	0%
Marin County green business program	10,000	10,000	-	0%
Low income solar programs	35,000	35,000	-	0%
TOTAL OPERATING EXPENSES	10,547,000	12,900,000	2,353,000	22%
OPERATING INCOME	6,178,000	8,163,000	1,985,000	32%
NONOPERATING REVENUES (EXPENSES)				
Interest income	15,000	50,000	35,000	233%
Interest expense and financing costs	(213,000)	(345,500)	(132,500)	62%
Depreciation (supplemental)	(100,000)	(100,000)	-	0%
TOTAL NONOPERATING REVENUES (EXPENSES)	(298,000)	(395,500)	(97,500)	
CHANGE IN NET POSITION	5,880,000	7,767,500	1,887,500	32%
Net position beginning of period	25,468,048	30,325,397		0%
Change in net position	5,880,000	7,767,500	1,887,500	32%
Net position end of period	31,348,048	38,092,897		0%
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER				
Capital Outlay	(156,000)	(283,000)	(127,000)	81%
Depreciation (supplemental)	100,000	100,000	-	0%
Repayment of Loan Principal	-	-	-	
Transfer to Renewable Energy Reserve	-	-	-	
Transfer to Local Renewable Energy Development Fund	(173,263)	(173,263)	-	0%
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	(229,263)	(356,263)	(127,000)	
Net increase (decrease) in Operating Fund balance	\$ 5,650,737	\$ 7,411,237	\$ 1,760,500	31%



June 16, 2016

TO: Marin Clean Energy Board

FROM: Nick Shah, Power Contracts Manager

RE: Agreement with ZGlobal Inc. for Scheduling Services (Agenda Item #09)

ATTACHMENTS: A. Draft Agreement with ZGlobal Inc. for Scheduling Services
B. Request for Offers for Scheduling Coordination, Load Forecasting and Portfolio Management Services

Dear Board Members:

Overview:

On January 21, 2016, MCE issued a Request for Offers for Scheduling Services (“RFO”) to solicit offers for scheduling services in anticipation of the expiration of its existing scheduling services agreement(s) with Shell Energy North America (SENA). MCE’s current generation Scheduling Coordination (“SC”) agreement is set to expire in September 2016 and MCE’s load SC agreement is set to expire in December 2017. In order to evaluate MCE’s options for seeking the best fit of services for its portfolio, MCE requested offers for the following Scheduling Services:

1. **Generation SC Services:** this includes scheduling for power generation resources on a day-ahead, hour-ahead, real-time basis as required and providing monthly reporting and access to CAISO settlements statements, database hosting, shadow settlement and invoice validation. These services would help MCE continue to optimally schedule its renewable & conventional power procurement into the CAISO market, track and analyze costs, and ensure contract compliance.
2. **Load SC Services:** this includes scheduling of MCE forecast load on a day-ahead, hour-ahead and real-time basis as required. These services would help MCE continue to optimally schedule MCE’s customer demand into the CAISO market and minimize imbalance energy exposure.
3. **Load Forecasting Services:** this includes forecasting for load on a week-ahead, day-ahead, hour-ahead and real-time basis. MCE seeks to integrate more real-time meter data, to help MCE continue to produce accurate forecasts of customer demand.
4. **Portfolio Management Services:** this includes recommending strategies for short term portfolio optimization and risk mitigation, within parameters of MCE’s Risk Policy; managing Congestion Revenue Rights (CRR) bids and CRR portfolio to mitigate congestion costs. These services would help MCE continue to help mitigate market risks and optimize market revenues.

The above descriptions provide a brief summary of each service category. For more details and key requirements, please refer to the attached RFO Overview document (Attachment B).

RFO Timeline:

A timeline of the RFO process is included below:

MCE RFO for Energy Scheduling, Forecasting and Portfolio Management Services Selection Process	
Schedule of Requirements	Timeline
Issue RFO	1/21/2016
Statement of Qualifications due to MCE	2/3/2016
Indicative Pricing due to MCE	2/11/2016
MCE to invite Qualified Respondents for Interview	2/16/2016
Interviews	2/23/2016- 3/2/2016
Clarifying Questions from Respondent Due to MCE	2/26/2016
Responses to Clarifying Questions posted by MCE	3/2/2016
Final Offers due from Respondent	3/9/2016

RFO Update:

MCE received offers from 16 vendors (total 10 offers) in response to the RFO. MCE initially shortlisted 10 vendors (total 6 offers) for in-person interviews based on indicative pricing and qualifications. As a follow up, MCE staff requested additional information on software platforms and databases. MCE conducted in-person software demonstrations with the 3 final shortlisted vendors.

MCE staff presented updates to the Technical Committee on 3/7/16 and to the Ad Hoc Contracts Committee on 4/11/16. Based on final pricing and evaluation of full service package provided, MCE recommends ZGlobal Inc. as the service provider for all four services.

Evaluation of Responses:

Through its evaluation process, MCE identified the best fit, least cost offer to meet the scheduling, forecasting, settlements and portfolio analysis requirements of MCE's generation and load portfolio. In addition to services MCE currently receives from SENA, MCE sought additional/enhanced services, including but not limited to:

- Enhanced customer access to market data via user-friendly dashboards for more robust portfolio analysis
- Invoice validation support, including "shadow settlement" services
- Hosted database & power portfolio analysis software
- Optimization of CRR portfolio, both physical and financial
- Recommend strategies for short term portfolio optimization and risk mitigation, within MCE guidelines, parameters and authorities
- Management of generation contracts and related costs independent of scheduling services and power marketing
- Improved Load forecasting and imbalance energy exposure

Key Criteria in Evaluation of Offers:

- Location of offices
- Counterparty financial assessment
- Counterparty non-financial assessment (evaluated in interview, evaluation of business partnership)
- Software access, data Access and analytics

- CAISO experience
- Technical competence

MCE staff evaluated all offers based on the cost of services and the criteria above. MCE ranked the ZGlobal offer as most competitive based solely on price and based on price combined with the aforementioned evaluative criteria.

Key Elements of ZGlobal Inc. Offer:

- Least cost full services package on shortlist
- Includes full suite of services requested by MCE
- Local firm (located in Folsom, CA)
- Includes collateral posting with CAISO
- Scheduling Services separated from power marketing
- Hosted Database and automated shadow settlement
- Local SC scheduling desk with back up desk
- Various power portfolio software and customized reports; MCE direct access to data dashboards
- CRR optimization strategies with effectiveness reports

Relative to current expenses paid for the four services, MCE would be increasing budgeted expenses. MCE currently procures base services from “SENA” in order to schedule MCE generation and load, forecast MCE’s customer load and engages in minimal portfolio management. ZGlobal would be providing increased services on portfolio management and would be providing hosted database and software for increased data analytics.

MCE staff and ZGlobal Inc. have drafted a service agreement which is attached to this staff report as Attachment A. The term of the proposed agreement is 5 years and both parties have the ability to terminate without cause with 180 days written notice. Each service would begin per the following schedule:

Service	Start Date	Rationale for Start Date
Generation SC	7/1/2016	To provide brief transition period before SENA services expire 9/6/2016
Portfolio Management	1/1/2017	Timely integration after Generation SC services and begin value of portfolio optimization
Load SC	9/1/2017	To provide brief transition period before SENA services expire 12/31/2017
Load Forecasting	9/1/2017	To provide brief transition period before SENA services expire 12/31/2017

MCE’s access to the hosted database would commence immediately with start of Generation SC Services.

Budget Impact:

Based on service pricing and fulfillment of Generation SC services starting July 2016 and Portfolio Management services starting in January 2017, MCE staff estimate the costs for the FY 2016/17 to be \$29,625. Costs that would be incurred in FY 2016/17 are included in the

proposed FY 2016/17 Operating Fund Budget Amendment that will be submitted to the Board at the June 2016 Board meeting.

Recommendation:

Authorize approval of Agreement with ZGlobal Inc. for Scheduling Services.

SCHEDULING SERVICES AGREEMENT

This Scheduling Services Agreement (“Agreement”), dated as of June __, 2016 (“Effective Date”), is entered into between ZGlobal Inc. (“ZGlobal”) and Marin Clean Energy, a California joint powers authority (“MCE” or “Client”). ZGlobal and Client are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Client desires to have ZGlobal perform the Services (as defined below);

WHEREAS, ZGlobal is in the business of providing energy scheduling/settlement and related services as an agent, including the Services; and

WHEREAS, except as otherwise defined in the body of this Agreement, terms and expressions used in this Agreement shall have the meanings contained in Exhibit A.

NOW THEREFORE, in consideration of the promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ZGlobal and Client, intending to be legally bound, hereby agree as follows:

ARTICLE 1 **TERM AND TERMINATION**

1.1 Term. The “Primary Term” of this Agreement shall be five (5) years, beginning on the Commencement Date, unless terminated earlier as provided in this Agreement. At the conclusion of the Primary Term, this Agreement shall automatically continue for successive one (1) year terms (each such term an “Additional Term”), unless either Party has given the other Party at least ninety (90) days’ written notice prior to the end of the Primary Term or the Additional Term that it does not wish to renew the Agreement or unless terminated earlier as provided in this Agreement (the period during which the Agreement remains in effect, the “Term”).

1.2 Termination for Convenience. During the Term, either Party may terminate this Agreement at any time for any reason or no reason upon one hundred eighty (180) days’ prior written notice for ZGlobal and ninety (90) days’ prior written notice for Client. For the avoidance of doubt, Client may request the cancellation of a Service on prior written notice to ZGlobal without terminating the Agreement.

1.3 Termination for Cause. During the Term, if one of the following events (each, an “Event of Default”) occurs with respect to a Party (the “Defaulting Party”), the other Party (the “Non-Defaulting Party”) shall have the right to terminate this Agreement upon delivery of written notice to the Defaulting Party:

(a) A Party fails to make when due any undisputed payment due under this Agreement, if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Party failing to make payment;

(b) A Party breaches a material covenant or agreement in this Agreement (other than a default in a payment obligation), if such breach is not remedied within ten (10) Business Days after written notice is given to the Party in breach of its covenants or agreements under this Agreement;

(c) A Party makes an assignment or any general arrangement for the benefit of creditors; or files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it; or otherwise becomes bankrupt or insolvent (however evidenced); or becomes unable to pay its debts as they fall due;

(d) ZGlobal fails to maintain Performance Assurance in accordance with Article VII, and does not remedy such breach within three (3) Business Days after written notice from Client; or

(e) One or more of a Party's representations or warranties set forth in Section 5.1 or 5.2 (as applicable) are no longer true or correct, and such representation or warranty is not corrected within thirty (30) days after written notice is given to the Party whose representation or warranty is no longer true or correct.

1.4 Effect of Termination. Notwithstanding anything else set forth herein, the terms and conditions of this Agreement shall remain in effect until the Parties have fulfilled all outstanding obligations, including payment in full of amounts due and transfer of information to Client or Client's designee, and the termination of this Agreement shall not relieve either Party of (i) any unfulfilled obligation or undischarged liability of such Party existing as of the termination date, including without limitation the transition of the Services to Client or its designee (ii) the consequences of any breach or default under this Agreement to the extent not excused by this Agreement, or (iii) any obligations or liabilities arising from provisions of this Agreement that either expressly or by their nature survive the termination of this Agreement. Within 90 days after the termination of this Agreement, any amounts due from either Party shall be paid, any corrections or adjustments to payments previously made shall be determined, and any refunds made. No termination by ZGlobal shall be effective until the later of (x) the termination date specified in ZGlobal's written notice of termination or (y) the date upon which ZGlobal has transitioned the Services to Client or its designee in accordance with Section 2.3; provided that such transition period shall not exceed forty-five (45) days. The Client's cancellation of a Service shall not act as a termination of the Agreement.

1.5 Exclusive Remedy. For the avoidance of doubt, except for and subject to its right to indemnification under Article 8, if Client is not satisfied with ZGlobal's performance of Services hereunder, Client's sole and exclusive remedy shall be to terminate this Agreement pursuant to Section 1.2 or Section 1.3 above, as applicable.

1.6 Cooperation. In connection with the termination of this Agreement, ZGlobal shall take such actions as Client may reasonably request and ZGlobal agrees to work cooperatively with Client to facilitate the transition of Services from ZGlobal to Client or Client's designee.

ARTICLE 2
DESCRIPTION OF CLIENT ASSETS; SERVICES

2.1 Description of Client Assets. As requested by Client, ZGlobal will provide Services for the loads and generation assets set forth in Exhibit B attached hereto (“Client Assets”), as amended in writing by the Parties from time to time.

2.2 Services. ZGlobal, as agent for Client pursuant to this Agreement, shall provide the following Services for the Client Assets, commencing on the date identified for each Service (Client to check all that apply, and provide a start date for any checked Service):

Check All that Apply

<i>Check All that Apply</i>	<i>Services Description</i>	<i>Start Date</i>
	Generation Scheduling Services	
<u> X </u>	Scheduling and Outage Coordination (Exhibit C)	7/1/2016
<u> X </u>	Financial Settlement Services (Exhibit D)	7/1/2016
	Load Scheduling Services	
<u> X </u>	Scheduling and Outage Coordination (Exhibit C)	9/1/2017
	Load Forecasting Services	
<u> X </u>	Forecasting Services (Exhibit E)	9/1/2017
	Portfolio Management Services	
<u> X </u>	Portfolio Management Services (Exhibit G)	1/1/2017
	Risk Management Services	
N/A	Risk Management Program Development and Support Services (Exhibit H)	_____
	Information Resources	
	Information Resources (Exhibit K)	_____

Each Exhibit checked above is attached hereto and incorporated herein by reference, and collectively comprise the “Services” to be performed by ZGlobal under this Agreement.

2.3 Continuity of Service. In the event Client cancels a Service, this Agreement terminates, or ZGlobal fails, ceases or is unable to provide the Services under this Agreement for any reason, then, to the extent necessary, the Parties shall take all steps necessary to terminate the designation of ZGlobal as agent for Client for the Service or Services, and ZGlobal shall take such actions as Client may reasonably request in order to transition responsibility for the performance of the Service or Services to Client or a replacement provider. Additionally, as part of the transfer of a Service or Services under this Section 2.3, ZGlobal agrees to assign to Client, at Client’s request, any underlying agreements with third-party software or service providers necessary for continued performance of the Service or Services, including the Information Resources (as defined below).

2.4 Information Access. ZGlobal shall provide Client and Client's designated representatives and consultants with access to the software, databases, data, and information portal(s) identified in Exhibit K (collectively, the "Information Resources").

2.5 Designation of ZGlobal as Agent. Client hereby designates ZGlobal as its agent and representative in connection with and to the extent reasonably required to perform the Services. Client agrees to promptly:

- (a) Notify CAISO and any other relevant entities of this arrangement; and
- (b) Provide ZGlobal with all necessary and appropriate information and data for ZGlobal to begin performing the Services.

2.6 Standard of Performance. ZGlobal shall perform the Services consistent with Good Industry Practice and Applicable Laws, and in accordance with written direction from Client (if any).

ARTICLE 3 **COMPENSATION; BILLING AND PAYMENT**

3.1 Compensation. As consideration for the Services performed by ZGlobal hereunder, Client shall pay ZGlobal all undisputed applicable Services Fees in accordance with Exhibit I. In the event Client, in good faith, disputes ZGlobal's computation of amounts due and owing, Client will provide ZGlobal with written documentation explaining the disputed amount and describing in detail the factual and legal basis of the dispute. Client must pay all charges which are not in dispute in accordance with the payment terms outlined above. Client will cooperate with ZGlobal to resolve any payment dispute expeditiously.

3.2 Billing Statements. ZGlobal shall deliver to Client on or before the tenth (10th) Business Day of the month following that month for which Services were provided a monthly Scheduling Coordinator Services statement (each a "Statement") setting forth the Services Fees applicable to the Services performed during that period. Payments shall be made to ZGlobal on or before thirtieth (30th) Business Day after receipt of each Statement.

3.3 Failure to Pay. Client's failure to make timely payments hereunder shall be considered a breach. In the event such breach is not cured within fifteen (15) days following written notice by ZGlobal, then Client shall be in default and ZGlobal may:

- (a) Apply any revenues or payments received by ZGlobal for the benefit of Client from Balancing Authorities, Transmission Owners/Operators the CAISO, or any other third party towards the outstanding amount owed to ZGlobal;
- (b) Apply any monies from the Services Payment Security posted by Client pursuant to Exhibit C towards the outstanding amount owed to ZGlobal; and/or
- (c) Terminate this Agreement and all Services provided for herein pursuant to Section 1.3(a) above.

3.4 Late Payments. Any payment that is not received by ZGlobal on or before the date required shall incur a monthly late fee, which shall be the total undisputed outstanding balance due multiplied by the Interest Rate (“Late Fee”).

3.5 Audit Rights. Client (or its designee) shall have the right, with prior written notice, at its sole expense and during normal working hours, to examine the records of ZGlobal to the extent reasonably necessary to verify the accuracy of any Statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any Statement or Late Fee, the necessary adjustments in such Statement or Late Fee and the payments thereof will be promptly made and shall bear interest calculated at the Interest Rate.

3.6 Independent Contractor. ZGlobal shall provide the Services to Client as an independent contractor, not as an employee of Client. ZGlobal shall not have or claim any right arising from employee status.

ARTICLE 4 **CONFIDENTIALITY; PROPRIETARY RIGHTS**

4.1 Confidentiality.

(a) Each Party shall hold in confidence all information disclosed to it by the other Party or its representatives that pertains to Client’s or ZGlobal’s business, as the case may be, and that is not publicly available, including this Agreement, proprietary practices, technical information and relevant data (“Confidential Information”). The Parties hereto acknowledge that MCE is a local agency and subject to provisions of the California Public Records Act (Cal. Government Codes section 6250 and following). The Parties are expressly authorized to disclose the existence of this Agreement and the Term. Unless otherwise provided by this Agreement or Applicable Laws, all other terms of this Agreement are confidential and neither Party may disclose such confidential information to anyone, other than (i) as may be agreed to in writing by the Parties in advance of such disclosure; (ii) to any of such Parties’ directors, officers and employees and directors, officers and employees of affiliated companies and representatives thereof or their advisors who need to know such information and agree, for the benefit of the other Party, to treat such information confidentially to the same extent required by this Agreement; (iii) to the extent required to be disclosed by Applicable Laws or legal process or other mandatory or voluntary standard, and then only to the extent of such requirement; or (iv) to any actual or potential lender or lenders providing financing to a Party or any of its affiliates, to any actual or potential investor in a Party or any of its affiliates or to any other potential acquirer of any direct or indirect ownership interest in Party or any of its affiliates or to any advisor providing professional advice to Party or any of its affiliates or to any such actual or potential lender, investor or acquirer who needs to know such information and agree to treat such information confidentially to the same extent required by this Agreement. The Parties are entitled to all remedies available at law or in equity, including specific performance, to enforce this provision; however, neither Party will be liable for any damage suffered as a result of the use or disclosure of confidential information made in accordance with the express terms and conditions of this Agreement. This provision will survive for a period of five (5) years following the expiration of this Agreement.

(b) Confidential Information shall not include (i) information that is publicly available or that enters the public domain pursuant to Applicable Laws, or (ii) information obtained by a Party from a third party not known to be under an obligation of non-disclosure to Client or ZGlobal, as the case may be.

(c) Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent necessary to perform this Agreement, and to any Governmental Authority, but only to the extent legally required to do so. If a Party is requested or required by any Governmental Authority to disclose any of the other Party's Confidential Information, such Party shall provide the other Party with prompt notice of such request(s) so that the other Party may seek, at its sole expense, a protective order or other appropriate remedy with respect to such disclosure.

4.2 Proprietary Rights. Client shall retain all rights, title and interest in and to all models, tools, systems or processes owned by and used or developed by ZGlobal in the course of providing Services pursuant to this Agreement including, but not limited to, patent rights, trade secrets, mask works and copyrights; provided, however, that ZGlobal shall have a non-exclusive right to use said models, tools, systems or processes to serve Client or other agencies approved by Client without further consideration.

ARTICLE 5 **REPRESENTATIONS AND WARRANTIES**

5.1 ZGlobal's Representations and Warranties. ZGlobal represents and warrants to Client as follows:

(a) It is duly organized, validly existing and in good standing under the laws of the state of its incorporation, and in each jurisdiction where it is required to be qualified as a foreign corporation;

(b) It has obtained all regulatory approvals and Permits necessary for it to legally perform its obligations under this Agreement;

(c) It possesses the requisite expertise to perform its obligations hereunder, and it is not restricted in any manner, through an agreement not to compete or similar agreement, from performing the Services for Client;

(d) The execution and delivery of this Agreement and the performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party or any Applicable Laws; and

(e) This Agreement constitutes ZGlobal's legally valid and binding obligation enforceable against it in accordance with the terms thereof; and

(f) There are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it.

5.2 Client's Representations and Warranties. Client represents and warrants to ZGlobal as follows:

(a) It is duly organized, validly existing and in good standing under the laws of the state of California;

(b) The execution and delivery of this Agreement and the performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents, any contract or other agreement to which it is a party or any Applicable Laws; and

(c) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with the terms thereof; and

(d) There are no bankruptcy proceedings pending or being contemplated by it or, to its knowledge, threatened against it.

5.3 Annual Updates. Upon the request of the other party on or prior to the anniversary of the Effective Date and no later than thirty (30) days after each anniversary of the Effective Date, ZGlobal and Client shall each confirm in writing to the other that their respective representations and warranties set forth above remain true and correct.

ARTICLE 6 **RELATIONSHIP OF THE PARTIES; DISCLAIMERS**

6.1 Relationship of the Parties. ZGlobal shall act as Client's agent while performing the Services hereunder. Except when and to the extent that ZGlobal is performing the Services, neither Party has the right, power or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of the other Party, or to enter into any agreement or undertaking for, or act as or be an agent or legal representative of, or otherwise bind, the other Party. Further, this Agreement shall not be interpreted or construed as creating any association, joint venture or partnership between the Parties, or any other arrangement other than the contractual arrangement expressly set forth in this Agreement.

6.2 Other Business. Subject to Section 4.1 above, nothing in this Agreement shall preclude ZGlobal from performing Services similar to those hereunder for other clients.

6.3 Warranty Disclaimers. Client acknowledges that it has entered into this Agreement and is contracting to receive the Services based solely upon the expressed representations and warranties in this Agreement. As a result, Client accepts all Services provided under this Agreement "as is" and "with all faults." The Parties expressly negate and disclaim any other representation or warranty with respect to the Services provided under this Agreement, whether written or oral, expressed or implied, including any representation or warranty with respect to merchantability or fitness for any particular purpose.

ARTICLE 7
PERFORMANCE ASSURANCE

7.1 Performance Assurance. As a condition of Client's obligations hereunder, ZGlobal shall provide to Client no later than September 1, 2016 and thereafter maintain throughout the Term cash or a letter of credit (the "Performance Assurance") in the amount of ONE MILLION DOLLARS (\$1,000,000). The Performance Assurance shall be held by Client as security for ZGlobal's performance hereunder. If ZGlobal establishes the Performance Assurance by means of a letter of credit, the letter of credit must be provided in a form reasonably acceptable to Client. The Performance Assurance will be returned to ZGlobal at the end of the Term upon the satisfaction of ZGlobal's obligations under this Agreement (net of any amounts applied to ZGlobal's obligations). After September 1, 2017, at ZGlobal's written request, Client agrees to consider in good faith ZGlobal's request to reduce the amount of the Performance Assurance; provided, however, that any reduction will be made at Client's sole discretion and Client is under no obligation to grant such request.

7.2 Security Interest in Performance Assurance. To secure its obligations under this Agreement, and until released as provided herein, ZGlobal hereby grants to Client a present and continuing first-priority security interest ("Security Interest") in, and lien on (and right to net against), and assignment of the Performance Assurance and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Client, and ZGlobal agrees to take all action as Client reasonably requires in order to perfect Client's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

7.3 Event of Default. Upon or any time after the occurrence of, and during the continuation of, an Event of Default caused by ZGlobal, Client may do any one or more of the following:

- (a) Exercise any of its rights and remedies with respect to the Performance Assurance, including any such rights and remedies under law then in effect;
- (b) Draw on any outstanding letter of credit issued for its benefit; and
- (c) Liquidate all Performance Assurance then held by or for the benefit of Client free from any claim or right of any nature whatsoever of ZGlobal, including any equity or right of purchase or redemption by ZGlobal.

Client shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce ZGlobal's obligations under this Agreement (ZGlobal remains liable for any amounts owing to Client after such application), subject to Client's obligation to return any surplus proceeds remaining after these obligations are satisfied.

ARTICLE 8
LIMITATION OF LIABILITY; INDEMNITY

8.1 Limitation of Liability.

(a) To the extent permitted by Applicable Laws, ZGlobal hereby agrees to indemnify, defend and hold harmless Client, its partners, officers, directors, representatives and employees (collectively, the “Client Indemnitees”), from and against any and all losses, claims, damages and liabilities (including third-party claims, reasonable attorney, consultant, accounting and other professional fees, and reasonable fees and costs actually incurred in enforcing this Agreement, and any penalties or fines imposed by Governmental Authority) (collectively, “Losses”) relating to ZGlobal’s performance of the Services and any breach by ZGlobal of the provisions of this Agreement, except to the extent caused by the fraud, negligence or the willful misconduct or breach of this Agreement by the Client Indemnitees. The foregoing notwithstanding, to the extent a Loss is due to a communications failure between ZGlobal and the CAISO, ZGlobal’s liability hereunder, unless excused by Force Majeure, shall be limited to reimbursing Client for only those fees or charges imposed by CAISO or any other third party caused by the failure of ZGlobal to communicate the necessary information received from Client in a timely manner.

ZGlobal shall be promptly notified in writing of any such claim or suit brought against any Client Indemnitee and shall be permitted to manage at its cost and expense a defense against or negotiate a settlement (other than any settlement involving criminal liability or admission of guilt or responsibility by such Client Indemnitee) of such claim or suit through counsel reasonably acceptable to Client. The Client Indemnitees shall provide, at ZGlobal expense, such cooperation as ZGlobal may reasonably request in connection with its defense or settlement of the claim or suit against such Client Indemnitee.

(b) To the extent permitted by Applicable Laws, Client hereby agrees to indemnify, defend and hold harmless ZGlobal, its partners, officers, directors, and employees (collectively, the “ZGlobal Indemnitees”), from and against any and all Losses arising from the breach by Client of the provisions of this Agreement including, without limitation, the loss or claims for loss or damage to property, except to the extent caused by the fraud, negligence or the willful misconduct or breach of this Agreement by the ZGlobal Indemnitees.

Client shall be promptly notified in writing of any such claim or suit brought against a ZGlobal Indemnitee and shall be permitted to manage at its cost and expense a defense against or negotiate a settlement (other than any settlement involving criminal liability or admission of guilt or responsibility by such ZGlobal Indemnitee) of such claim or suit through counsel reasonably acceptable to ZGlobal. The ZGlobal Indemnitees shall provide, at Client expense, such cooperation as Client may reasonably request in connection with its defense or settlement of the claim or suit against such ZGlobal Indemnitee.

(c) For the avoidance of doubt, consistent with the provisions set forth in Section 8.1 above, neither Party shall have any responsibility or liability for any third party agreements not incorporated by reference by this Agreement or transactions not contemplated by this Agreement entered into by the other Party, including but not limited to such Party or any third party failing to perform, inadequately performing, and/or incorrectly performing under or breaching any such third party agreements or transactions.

(d) Except as expressly provided herein, nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability in connection with any person not a party to this Agreement.

(e) In no event shall either Party be liable to the other Party for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort or otherwise. Incidental, consequential or indirect damages include, but are not limited to, lost profits or revenues and loss of business opportunity, whether or not the Party was aware or should have been aware of the possibility of such damages.

8.2 Limitation on Damages. FOR BREACH OF ANY PROVISION, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT DAMAGES AND EACH PARTY AGREES TO WAIVE ALL OTHER TYPES OF DAMAGES OR REMEDIES TO WHICH IT MIGHT BE ENTITLED UNDER THIS AGREEMENT, INCLUDING CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, LOST OPPORTUNITY COSTS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED HEREIN ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

8.3 Indemnification. Notwithstanding the foregoing Sections 8.1 and 8.2, each Party shall hold the other Party harmless as follows: the indemnitor shall defend, indemnify and hold harmless the indemnitee, its officers, agents and employees from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of indemnitor's willful misconduct or gross negligence while engaged in the performance of obligations or exercise of rights created by this Agreement, except to the extent of those matters arising from indemnitee's negligence.

ARTICLE 9 **MISCELLANEOUS**

9.1 Entire Agreement. This Agreement is the Parties' complete and final expression of agreement on the subject matter of this Agreement and supersedes all prior agreements, representations, understandings, negotiations, offers and communications, whether oral or written, regarding the subject matter of this Agreement.

9.2 No Assignment. Neither Party may assign this Agreement or any right or obligation under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section 9.2 shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.3 Modification and Amendment. This Agreement can be modified or amended only by a written agreement executed by an authorized representative of each Party.

9.4 Severability. If any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall not be affected. With respect to a provision held invalid or unenforceable, the Parties shall amend this Agreement as necessary to effect the Parties' original intent as closely as possible.

9.5 No Waiver. If on any occasion a Party does not insist upon the performance of any term, condition or provision of this Agreement, such forbearance shall not operate or be construed as an acceptance of any variation in any term, condition or provision of this Agreement or relinquishment of any right under this Agreement. No waiver by either Party of any right or of any default by the other Party under this Agreement shall be effective unless the waiver is in writing and signed by the waiving Party, and no waiver shall operate or be construed as a waiver of any other or further right or as a waiver of any future default, whether of like or different character or nature.

9.6 Governing Law. This Agreement is governed by and shall be construed according to the laws of the State of California, without regard to principles of conflicts of law.

9.7 Preparation of Agreement. This Agreement was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and this Agreement shall not be construed against either Party as a result of the manner in which this Agreement was prepared, negotiated or executed.

9.8 No Third-Party Rights. This Agreement is intended solely for the benefit of the Parties, and nothing in this Agreement shall be construed to create any rights in favor of, any duty to or standard of care with reference to, or any liability to any person not a party to this Agreement.

9.9 Notices. Except as otherwise expressly provided in this Agreement, all notices and other communications to be given or made under this Agreement shall be in writing, shall be addressed as specified below, and shall either be personally delivered or sent by courier, by registered or certified mail, or by facsimile. Initially, the respective Parties' addresses and facsimile numbers are:

If to ZGlobal:	ZGlobal Inc. 750 Main St. El Centro, CA 92243
With a copy to:	604 Sutter Street, Ste. 250 Folsom, CA 95630
If to Client	Director of Power Resources/ Procurement Marin Clean Energy (MCE) 1125 Tamalpais Ave. San Rafael, CA 94901 [Phone: 415-464-6037]

With a copy to: procurement@mcecleanenergy.org

All notices shall be deemed delivered (a) when delivered in person, (b) if received on a Business Day for the receiving Party, when transmitted by facsimile to the receiving Party's facsimile number specified above and, if received on a day that is not a Business Day for the receiving Party, on the first Business Day following the date transmitted by facsimile to the receiving Party's facsimile number specified above, (c) one day after being delivered to a courier for overnight delivery, addressed to the receiving Party at the address specified above (or such other address as the receiving Party may have specified by written notice delivered to the delivering Party at its address or facsimile number specified above), or (d) five (5) days after being deposited in a United States Postal Service receptacle, postage prepaid, registered or certified, return receipt requested, addressed to the receiving Party at the address specified above (or such other address as such the receiving Party may have specified by written notice delivered to the delivering Party at its address or facsimile number specified above). Any Party may, by written notice, change the address or facsimile number, or both, to which notices and communications are to be sent.

9.10 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute only one legal instrument. The delivery of an executed counterpart of this Agreement by facsimile shall be deemed to be valid delivery of the counterpart.

9.11 Survival. Notwithstanding any provision herein to the contrary, Articles 3, 4, 6, 7, 8 and 9 shall survive the termination or expiration of this Agreement.

9.12 Publicity. Either Party may issue or release for external publication any press release, article, advertising or other publicity matter in any form (including print, electronic or interview) relating to the Services or this Agreement; provided, however, the disclosing Party shall, if reasonably possible, provide advance notice of such disclosure to the other Party.

9.13 Interpretation. In this Agreement:

- (a) The headings are for convenience of reference only and shall be ignored in construing this Agreement;
- (b) Where the context requires, the singular includes the plural and vice versa;
- (c) The words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation";
- (d) Unless the context otherwise indicates, references in this Agreement to articles, sections or exhibits are references, respectively, to articles, sections or exhibits of or to this Agreement;
- (e) All exhibits referenced in this Agreement are incorporated into this Agreement and are an integral part of this Agreement;

(f) If a conflict or inconsistency exists between any exhibit and this Agreement (exclusive of the exhibits), the provisions of this Agreement (exclusive of the exhibits) shall control; and

(g) All references in this Agreement to contracts, agreements and other documents shall be deemed to refer to such contracts, agreements and other documents as amended, modified and supplemented from time to time.

9.14 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 will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. ZGlobal will have no rights and will not make any claims, take any actions or assert any remedies against any of MCE’s constituent members in connection with this Agreement.

To evidence their acceptance of this Agreement, the Parties have caused their authorized representatives to sign below as of the Effective Date.

ZGLOBAL INC.

By: _____
Name: _____
Title: _____

MARIN CLEAN ENERGY, a California joint powers authority

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Definitions

Each of the following capitalized terms shall, for all purposes of this Agreement, have the respective meanings set forth below.

“Additional Term” has the meaning set forth in Section 1.1.

“Agreement” means this Scheduling Services Agreement, including all exhibits attached to this Agreement, as amended, modified, or supplemented from time to time.

“Applicable Laws” means all constitutions, treaties, laws, ordinances, rules, regulations, orders, interpretations, Permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to either or both of the Parties, the Client Assets, the Services or the terms of this Agreement.

“Balancing Authority” means the entity responsible for integrating resource plans ahead of time, maintaining load-interchange-generation balance within a Balancing Authority Area, and supporting interconnection frequency in real time.

“Balancing Authority Area” means the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area.

“Business Day” means any Day other than a Saturday, a Sunday, the day after Thanksgiving, or a Day on which commercial banks in California are authorized or required to close.

“California Independent System Operator” and “CAISO” mean the California Independent System Operator.

“CAISO Tariff” means the CAISO FERC Electric Tariff, as amended from time to time.

“Client Assets” has the meaning set forth in Exhibit B.

“Client Assets Operating Parameters” means the various operating parameters set forth in Exhibit B.

“Commencement Date” means that date declared by Client by written notice to ZGlobal following the Effective Date upon which ZGlobal commences providing any of the Services under this Agreement.

“Confidential Information” has the meaning set forth in Section 4.1.

“Day” means a calendar day beginning at 12:00 midnight, Prevailing Pacific Time.

“Effective Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Energy” means electricity measured in MWh.

“Event of Default” has the meaning set forth in Section 1.3.

“Financial Settlement Services” has the meaning set forth in Exhibit D.

“Forecasting Services” has the meaning set forth in Exhibit E.

“Force Majeure” means, in respect of a non-performing Party, an event beyond the reasonable control of the non-performing Party that the non-performing Party is unable to prevent, avoid or overcome through the exercise of diligent efforts, and that is not the result of the non-performing Party’s fault or negligence or failure to comply with any provision of this Agreement. The following events, among others, shall, to the extent they meet the requirements set forth in the immediately preceding sentence, constitute Force Majeure: acts of God, landslide, lightning, earthquake, fire, explosion, flood, storm, hurricane, tornado, storm, insurrection, war, blockade, riot, civil disturbance, sabotage, terrorism and embargo.

“Forced Outage” an Outage for which sufficient notice cannot be given to allow the Outage to be factored into CAISO’s day-ahead market or real time market bidding processes.

“Good Industry Practice” means those practices, methods and acts that would be implemented and followed by prudent operators in the Western United States during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety, and shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with applicable standards and the requirements of Governmental Authorities, WECC standards, WREGIS Standards, the CAISO and Applicable Laws. Good Industry Practice is not intended to be the optimum practice, method or act to the exclusion of all others, but rather is intended to be any of the practices, methods and/or actions generally accepted in the region.

“Governmental Authority” means any federal, state, local, municipal, tribal or other governmental, administrative, judicial or regulatory entity having or asserting jurisdiction over a Party, the Client Assets, the Services or this Agreement.

“Interest Rate” means the means the rate of interest per annum publicly announced from time to time by Bank of America as its ‘Prime Rate’, plus three percent (3%), or the maximum rate permitted by Applicable Laws, whichever is less.

“Late Fee” has the meaning set forth in Section 3.4.

“Losses” has the meaning set forth in Section 8.1(a).

“Month” means a calendar month

“Parties” means ZGlobal and Client.

“Party” means either ZGlobal or Client.

“Performance Assurance” has the meaning set forth in Section 7.1.

“Permit” means any license, permit, approval, consent, authorization, waiver, exemption, variance, franchise or similar order of or from any Governmental Authority.

“Primary Term” has the meaning set forth in Section 1.1.

“Outage” means disconnection, separation or reduction in capacity, planned or forced, of one or more elements of an electric system.

“Participating Generator Agreement” means an agreement between CAISO and the owner of a generator that participates in the CAISO markets, a pro forma version of which is set forth in Appendix B.2 to the CAISO Tariff.

“Portfolio Management Services” has the meaning set forth in Exhibit G.

“Risk Management Program Development and Support Services” has the meaning set forth in Exhibit H.

“RECs” means renewable energy certificates, which represent the environmental attributes of the power produced from renewable energy projects and which are sold separately from the electricity commodity from such renewable energy projects.

“Scheduling Coordinator” or “SC” means any entity certified by the CAISO for the purposes of undertaking the functions identified in the CAISO Tariff for Scheduling Coordinators.

“Scheduling Coordinator Services” has the meaning set forth in Exhibit C.

“Security Interest” has the meaning in Section 7.2.

“Service” means any of the Services expressly identified in Section 2.2 (and set forth in the corresponding exhibits) to be performed by ZGlobal under this Agreement.

“Services” means all of the services expressly identified in Section 2.2 (and set forth in the corresponding exhibits) to be performed by ZGlobal under this Agreement.

“Services Fees” means the various fees for Services performed under this Agreement as set forth in Exhibit I.

“Statement” means a billing statement delivered according to Section 3.2.

“Transmission Owner/Operator” means an entity owning or operating transmission facilities or having firm contractual rights to use such transmission facilities.

“WECC” means the Western Electricity Coordinating Council and its successors.

“WREGIS” means the Western Renewable Energy Generation Information System and its successors.

[End of Exhibit A]

EXHIBIT B

Client Assets

1. Client Assets.

- The following is a list of assets subject to this Agreement (e.g., generators) and, if applicable, load and types of transactions to be scheduled (i.e., CAISO ISTs, imports/exports and WECC bilateral transactions) (collectively, the “Client Assets”).
 - Load
 - Load scheduled at PG&E DLAP = Approximately 500 MW annual peak
 - Current Supply Contracts
 - G2 Hay Road Landfill Gas = 1.6 MW
 - Dominion - City of Corcoran Solar = 11 MW
 - Dominion – Goose Lake Solar = 12 MW
 - Dominion - Kansas Solar = 20 MW
 - WAPA Hydro Preschedule Allocation = Percentage of Base Resource 0.62094%
 - EDP Wind (Rising Tree) = 99 MW
 - San Rafael Airport Solar = 0.97 MW
 - Anticipated
 - Cooley Quarry Solar = 1.45 MW
 - Richmond Parkway Feed-In Tariff = 1 MW
 - NWC Goodrick Feed-In Tariff = 1 MW
 - Larkspur Feed-In Tariff = 0.29 MW
 - Binford Feed-In Tariff = 0.99 MW
 - Mustang Solar = 30 MW
 - MCE Solar One = 10.5 MW
 - Redwood Landfill = 4 MW

2. Operating Parameters.

- The various operating parameters for the Client Assets are set forth in the agreements below, as may be supplemented from time to time by Client upon prior written notice to ZGlobal (“Client Assets Operating Parameters”).
 - Power Purchase Agreements
 - Meter Service Agreements
 - Participating Generator Agreements
 - Transmission Service Agreements
 - Qualified Reporting Entity Agreements

[End of Exhibit B]

EXHIBIT C

Scheduling and Outage Coordination Services

If applicable, this Exhibit C details the scheduling and outage coordinator services (“Scheduling Coordinator Services”) to be performed or provided by ZGlobal at Client’s written request under this Agreement.

1. Categories of Scheduling Coordinator Services

Scheduling Coordinator Services functions vary depending upon location (inside the CAISO vs. outside the CAISO) and need for real-time support. At Client’s written request, ZGlobal shall perform the Scheduling Coordinator Services for the following categories:

- CAISO
 - 7-day per week day-ahead pre-scheduling Services
 - 7 day, 24 hour real-time Services
 - Non-Business Day real-time Services
- WECC (non-CAISO)
 - Business Day day-ahead Services
 - 7 day, 24 hour real-time Services
 - Non-Business Day real-time Services

2. Description of Scheduling Coordinating Services

Scheduling Coordinator Services may include scheduling and/or bidding of Client’s generation, load, transactions and contractual resources with the appropriate Balancing Authorities, Transmission Owners/Operators, purchasing/selling entities and others as necessary.

In order to effectively provide Scheduling Coordinator Services, ZGlobal shall perform activities and tasks and Client shall provide information and support as described in the following paragraphs.

3. Client’s Responsibilities

3.1 Client shall select and specify in writing the categories of Scheduling Coordinator Services listed in this Exhibit C that ZGlobal shall provide.

3.2 Designation of ZGlobal as Client’s Scheduling Coordinator. At least ten (10) Business Days before the Commencement Date for ZGlobal to provide Scheduling Coordinator Services on behalf of Client, Client shall have performed all tasks necessary to allow ZGlobal to provide Scheduling Coordinator Services for Client. This includes but is not limited to executing relevant agreements, notifying relevant entities and enabling ZGlobal’s access to systems on behalf of Client such as OASIS, OATI (and/or other applicable transmission scheduling applications), the CAISO’s SIBR and CMRI systems, meter data and meteorological data. Prior

to the Commencement Date, ZGlobal will identify all tasks necessary for Client to complete so that ZGlobal can commence the Scheduling Coordinator Services on the Commencement Date.

3.3 Information to be Provided by Client to ZGlobal. Client shall provide ZGlobal with all relevant information to allow ZGlobal to effectively bid and/or schedule Client's resources, load and transactions ("Portfolio") into the applicable market/Balancing Authority Area. This includes data such as Client's load information, transactions with counterparties, facilities' capabilities and limitations, planned and forced outages or derates, transmission paths to be utilized, bid prices for energy and ancillary services markets, access to relevant meteorological data and all other pertinent information required by the CAISO or Balancing Authorities. Prior to the Commencement Date, ZGlobal will identify the information required from Client under this paragraph.

Information required for day-ahead pre-scheduling shall be provided no later than 7:30 AM Pacific Prevailing Time on the trading/pre-scheduling day in accordance with the Western Electricity Coordinating Council's (WECC's) pre-scheduling timelines and CAISO Tariff. For example, the current WECC pre-scheduling timeline requires that on schedules for flow days Friday and Saturday be submitted on Thursday. Similarly, schedules for flow days Sunday and Monday are required to be submitted on Friday. The CAISO pre-schedules one day prior to flow day every day.

Information required for day-of scheduling shall be provided no later than 30 minutes prior to the applicable scheduling deadline. For WECC Balancing Authorities other than the CAISO, the hour-ahead scheduling deadline is currently 20 minutes prior to the flow hour. For the CAISO, the real-time scheduling deadline is currently 75 minutes prior to the flow hour.

3.4 Fees and Costs Imposed as a Result of Scheduling and/or Bidding. Client shall be entitled to and responsible for all costs and revenues charged or paid to ZGlobal and/or Client from Balancing Authorities, Transmission Owners/Operators, and the CAISO, or other third parties as a result of ZGlobal scheduling and/or bidding Client's Portfolio. This includes items such as the CAISO's Grid Management Charge ("GMC"), ancillary services and energy imbalance, among others. The intent is that ZGlobal acts as a conduit for dollar flows between Client and the CAISO, Balancing Authorities, Transmission Owners/Operators, and other third parties.

Client payments for all costs and fees shall be remitted to ZGlobal no less than two (2) Business Days prior to the CAISO, Balancing Authorities and/or Transmission Owners/Operators timelines required per the appropriate tariff or contract. Client understands and agrees that failure to timely remit any such costs and fees to ZGlobal could result in Client's security being drawn upon, as further described in paragraph 3.5 below.

3.5 Client Security. To ensure ZGlobal's performance of the Services, and to secure Client's payment obligations hereunder, Client agrees to post the following forms of security:

- **CAISO Registration Security.** ZGlobal is required to post \$500,000 with CAISO to demonstrate ZGlobal's ability to act as a SC on an on-going basis (the "Registration Security Deposit"). ZGlobal shall post and maintain the

Registration Security Deposit as required by the CAISO at no cost or expense to Client.

- **Estimated Aggregate Liability Security.** ZGlobal is also required to post with CAISO an amount greater than 111.11% of ZGlobal's Estimated Aggregate Liability ("EAL")/.9 as SC for Client. ZGlobal's EAL is determined by the CAISO for SC obligations based on outstanding, estimated and extrapolated financial amounts. Within five (5) Business Days of ZGlobal's written request, Client agrees to deposit security with ZGlobal in an amount equal to the lesser of (a) \$75,000 or (b) the actual EAL obligation (as determined using the CAISO EAL calculation), which will be utilized to satisfy ZGlobal's EAL security requirements ("EAL Security Deposit"). If ZGlobal's EAL increases during the Term, ZGlobal shall promptly notify Client and Client shall promptly deposit additional security with ZGlobal such that the EAL Security Deposit is never less than 111.11% of ZGlobal's EAL (as determined using the CAISO EAL calculation) up to \$75,000. If Client ever fails to timely remit any costs and fees to ZGlobal as required under paragraph 3.4 above, then Client understands that CAISO may draw upon the EAL Security Deposit to satisfy any outstanding ZGlobal obligations as SC for Client. If the EAL Security Deposit is ever drawn upon by CAISO, then Client shall promptly replenish the amount that was drawn. ZGlobal shall return the EAL Security Deposit to Client within five (5) Business Days of the termination of this Agreement.

4. ZGlobal's Responsibilities

4.1 **Professional Services.** ZGlobal shall perform the following Scheduling Coordinator Services in a professional manner consistent with the requirements of this Agreement and Good Industry Practices and Applicable Laws.

4.2 **Scheduling.** ZGlobal shall submit to the CAISO and/or Balancing Authorities schedules and/or bids consistent with the CAISO's and/or Balancing Authorities' timelines as prescribed by their tariffs and Client's CAISO Participating Generator Agreements (if required).

4.2.1 **Final Schedules.** ZGlobal shall provide Client with final confirmed day-ahead pre-schedules no later than 5:00 PM Pacific Prevailing Time the day prior to the day that electricity flows. Any changes to the pre-schedules shall be provided to Client as soon as practicable, but no later than 8:00 AM Pacific Prevailing Time the next day.

4.2.2 **OASIS and Other Pertinent Applications.** If Client uses applications such as OASIS, OATI and ICE, and ZGlobal's access to such applications is necessary for its performance of the Services under this Agreement, upon ZGlobal's written request Client shall provide reasonable access to such applications to the extent required by ZGlobal to perform the Services under this Agreement.

4.2.3 **Outage Reporting and Notification.** ZGlobal shall provide the CAISO, Balancing Authorities and/or Transmission Owners/Operators with all required notices

and updates regarding Client's generation facilities as required by applicable procedures, requirements and standards. This includes information such as SLIC outage requests, SLIC Forced Outages, CAISO Forced Outage reports, among other requirements.

4.2.4 NERC Tagging and Checkout. ZGlobal shall be responsible for all tagging and checkout of schedules consistent with pertinent timelines.

[End of Exhibit C]

EXHIBIT D

Financial Settlement Services

If applicable, this Exhibit D details financial settlement services (“Financial Settlement Services”) to be performed or provided by ZGlobal at Client’s written request under this Agreement.

1. Categories of Financial Settlement Services

Financial Settlement Services functions vary depending on the specific Scheduling Coordinator Services provided to Client (e.g., CAISO, bilateral transactions, Open Access Transmission Tariff (OATT), and power purchase agreements (PPA)). In coordination with the Scheduling Coordinator Services set forth in Exhibit C, ZGlobal shall perform Financial Settlement Services for the following categories:

- CAISO Settlement statement verification and invoice processing
- CAISO Shadow settlement
- OATT statement verification
- PPA statement verification
- Bilateral transactions verification by counterparty

2. Description of Services

ZGlobal will provide Financial Settlement Services on behalf of Client to allow for settlement of Client’s transactions with the appropriate Balancing Authorities, Transmission Owners/Operators, counterparties and others as necessary. Such Financial Settlement Services shall coincide with the Scheduling Coordinator Services that ZGlobal is providing to Client pursuant to Exhibit C of this Agreement.

2.1 CAISO Settlement Verification. ZGlobal will download the CAISO daily settlement statements and review the settlement statements to ensure that they are consistent with Client’s scheduled and metered volumes. ZGlobal will verify that the CAISO’s charges/revenues are accurate. ZGlobal will also provide Client with a summary description of the CAISO charge types and how they are applied to Client’s schedules and metered volumes.

On a weekly basis or pursuant to the CAISO Payment Calendar (as defined below), ZGlobal will receive or remit payments on behalf of Client for all CAISO Invoices and Payment Advices related to their CAISO transactions. Pursuant to Exhibit C, paragraph 3.4, all CAISO costs and revenues related to Clients’ transactions shall be the responsibility of Client.

In the case of net Payment due to CAISO, Client shall remit funds to ZGlobal no less than two (2) Business Days prior to the CAISO due date published on the CAISO payment calendar available on its website (“Payment Calendar”). In the case of net payments due to ZGlobal for the Client transactions, ZGlobal will remit funds to Client no less than two (2) Business Days after the CAISO posts funds to ZGlobal. In both cases, ZGlobal will provide an invoice or payment advice to Client for remittance.

2.2 CAISO Shadow Settlement. ZGlobal will independently perform parallel CAISO settlement calculations prior to the CAISO's publication of settlement statements to provide Client with preview of expected CAISO charges for agreed CAISO charge types related to the Scheduling Coordinator Services that ZGlobal is providing to Client under this Agreement (the "Shadow Settlement"). The CAISO Shadow Settlement results will be compared to CAISO charge types and differences between dollar values will be highlighted and investigated when deemed necessary. . ZGlobal shall publish regular exception reports resulting from shadow settlements within 30 Days of receipt of monthly T+3, T+12, T+55 CAISO invoices and on an annual basis. Content and publishing schedule is to be determined by mutual agreement between ZGlobal and Client, but at a frequency no less than once per month in addition to an annual report summarizing monthly content."

2.3 OATT Statement Verification. ZGlobal will review the settlement statements to ensure that they are consistent with Client's scheduled and metered volumes. ZGlobal will verify that the charges are accurate. ZGlobal will also provide Client with a description of the charge types and how they are applied to Client's schedules and metered volumes.

2.4 PPA Verification. ZGlobal will review the settlement statements to ensure that they are consistent with Client's scheduled and metered volumes. ZGlobal will verify that the charges/revenues are accurate. ZGlobal will also provide Client with a description of the charge types and how they are applied to Client's schedules and metered volumes.

2.5 Bilateral Transactions Verification by Counterparty. ZGlobal shall review settlement statements for accuracy and coordinate with third parties as necessary to resolve discrepancies. Upon confirming accuracy of such statements, ZGlobal will provide a final invoice to Client for remittance to the appropriate parties.

2.6 Dispute Submittal. ZGlobal shall act as Client's representative with regard to disputes associated with Client's facilities and transactions for which ZGlobal is providing Scheduling Coordinator Services. This includes informally querying the CAISO with respect to the dispute or questionable charge, formally submitting disputes per the CAISO's dispute process and providing Client with progress status and eventual results of the dispute. To the extent there are other types of disputes, ZGlobal shall assist Client by providing information and data as necessary to resolve such disputes.

3. Client's Responsibilities

3.1 Client shall select and specify in writing the categories of Financial Settlement Services listed in this Exhibit D that ZGlobal shall provide.

3.2 Information to be Provided by Client to ZGlobal. Client shall provide ZGlobal with all relevant information to allow ZGlobal to effectively settle Client's Portfolio into the applicable market/Balancing Authority Area. This includes data such as Client's load information, transactions with counterparties, facilities' capabilities and limitations, planned and forced outages or derates, transmission paths to be utilized, bid prices for energy and ancillary services markets, Settlement Quality Meter Data (as that term is defined in the CAISO Tariff),

access to relevant meteorological data and all other pertinent information required by counterparties, the CAISO, or Balancing Authorities.

3.3 Payments. Payments shall be remitted no less than two (2) Business days prior to the CAISO, Balancing Authorities and Transmission Owners/Operators timelines required per the appropriate tariff or contract.

4. ZGlobal's Responsibilities

4.1 Professional Services. ZGlobal shall perform the Financial Settlement Services in a professional manner consistent with this Agreement, Good Industry Practices and Applicable Laws.

[End of Exhibit D]

EXHIBIT E

Forecasting Services

If applicable, this Exhibit E details forecasting services (“Forecasting Services”) to be performed or provided by ZGlobal at Client’s written request under this Agreement.

1. Categories of Forecasting Services

Forecasting Services functions vary depending upon resource type, number of resources and location of resources. At Client’s written request, ZGlobal shall perform the Forecasting Services for the following categories:

- Total Load
 - Annual energy demand (MWh/month)
 - Quarterly energy demand (MWh/month)
 - Monthly energy demand (MWh/month)
 - Day-Ahead preschedule demand by hour (MWh/hour)
 - Intra-day (Hour-Ahead) schedule volumes (MWh/hour)

2. Description of Services

ZGlobal proposes to provide Forecasting Services on behalf of Client to allow for scheduling of Client’s demand with the CAISO and other appropriate Balancing Authorities and others as necessary. Such Forecasting Services shall coincide with then Scheduling Coordinator Services that ZGlobal is providing to Client pursuant to Exhibit C of this Agreement.

2.1 Day-Ahead Forecasting. ZGlobal will use a computerized algorithm to convert input data to a 24-hour energy forecast of Client’s demand. The forecast will be used for Day-Ahead prescheduling purposes, and will be produced at a time sufficient to meet relevant markets’ and counterparties’ processing timelines. The input data will include, but not be limited to, relevant meteorological data, historical data, and time of day and year.

2.2 Intra-Day (Hour-Ahead) Forecasting. ZGlobal will utilize relevant meteorological historical data, and time of day and year to determine an hourly energy forecast for the upcoming hours of the day necessary for Hour-Ahead scheduling purposes.

2.3 Longer Term (Monthly, Quarterly, Annual) Energy Production Forecast. ZGlobal will utilize relevant historical data, expected change in customer base and external factors such as economic growth to determine an hourly forecast for the period (up to one year) as directed by Client.

3. Client’s Responsibilities

3.1 Client shall select and specify in writing the categories of Forecasting Services listed in this Exhibit E that ZGlobal shall provide.

3.2 Information to be Provided by Client to ZGlobal. Client shall provide ZGlobal with all relevant information to allow ZGlobal to effectively forecast Client's demand to allow for scheduling into the CAISO and as applicable, other market/Balancing Authority Areas. This includes data such as historical energy demand, meteorological data, and expected changes in customer base. Information shall be provided by Client to ZGlobal in time sufficient to perform Forecasting Services, as determined and specified in writing by ZGlobal. Information shall be provided by Client in electronic format to ZGlobal's Oracle database or other automation-ready format to be specified by ZGlobal, without errors. If ZGlobal is required to subscribe to additional data services, described below in Paragraph 4, Client shall also remain current on pass-through costs of paid data services. As a forecast necessarily requires input data, any failure by Client to provide data will result in the inability of ZGlobal to provide a forecast.

4. ZGlobal's Responsibilities

4.1 Professional Services. ZGlobal shall perform the Forecasting Services in a professional manner consistent with this Agreement, Good Industry Practices and Applicable Laws. ZGlobal will endeavor to provide Client's forecast in a timely manner, and in accordance with appropriate trading timeframes. ZGlobal will subscribe to paid data services, if ZGlobal deems necessary for use as input data as noted in above in Paragraph 2, and will invoice Client for the cost of such service(s), including any costs shared among multiple other clients, if applicable.

ZGlobal will endeavor to produce forecasts as accurate as possible. As demand forecasting is an inexact art, ZGlobal makes no warranty of accuracy of its forecasts. Client indemnifies and holds harmless ZGlobal for any direct or indirect financial loss or other damages due to inaccuracy of forecasts or failure to produce forecasts.

5. Intellectual Property

The forecast results and its methodologies are the proprietary intellectual property of ZGlobal. ZGlobal grants Client royalty-free use of forecasts for the purposes stated above in Paragraph 2. ZGlobal reserves the right to update, improve, or otherwise alter its forecast methodologies without notice. ZGlobal may use forecasts and related information created on behalf of Client in a non-identifiable manner for purposes unrelated to the client, such as in publication in trade journals, presentation at conferences or industry forums, or in advertising. In such cases, ZGlobal will notify Client of such use.

[End of Exhibit E]

EXHIBIT F

Facilities Management Services

Not Applicable

[End of Exhibit F]

EXHIBIT G

Portfolio Management Services

If applicable, this Exhibit G details specific services (“Portfolio Management Services”) to be performed or provided by ZGlobal at Client’s written request under this Agreement.

1. Categories of Portfolio Management Services

Portfolio Management Services functions vary depending upon level of responsibility the Client desires ZGlobal to undertake (real-time, day-ahead, forward). At Client’s option, Client shall expressly direct ZGlobal in writing to perform Portfolio Management Services for the following categories:

- Assess and manage Client’s net open position by performing analysis to develop strategies for:
 - Short term Energy positions (Operating Month through Real Time)
 - Capacity positions
 - Transmission positions (including CAISO markets)
 - Financial positions
 - Energy Storage and Demand Response bidding
- Utilize applications and data for assessment of Client’s portfolio. Examples of applications and data are shown below:
 - Production forecast for renewable energy resources
 - Production meter data for renewable energy resources
 - Imbalance energy costs for specific resources
 - Other costs that affect resource revenue
 - Execute financial transactions:
 - Forward (including the CAISO’s Congestion Revenue Rights (CRRs))
 - Day-Ahead
 - Hour-Ahead
- Assist Client with developing in-house expertise as directed by Client. This includes training, information, data and analysis.

2. Description of Services

ZGlobal proposes to provide Portfolio Management Services on behalf of Client to allow for managing Client’s net open position.

3. Client’s Responsibilities

3.1 Client shall select and specify in writing the categories of Portfolio Management Services listed in this Exhibit G that ZGlobal shall provide.

3.2 Authorization for ZGlobal to Transact on Behalf of Client. To the extent reasonably required by ZGlobal to perform the Portfolio Management Services requested by Client, Client will provide authorization for ZGlobal to transact on Client's behalf consistent with parameters established by Client and agreed upon by ZGlobal in writing prior to engaging in such transactions. As a condition of performance of the Portfolio Management Services, ZGlobal will identify and Client shall have performed all tasks necessary to allow ZGlobal to provide Portfolio Management Services for Client. This includes but is not limited to executing relevant agreements, notifying relevant entities and enabling ZGlobal's access to systems on behalf of Client.

3.3 Information to Be Provided by Client to ZGlobal. ZGlobal shall identify and Client shall provide ZGlobal with all relevant information to allow ZGlobal to determine Client's net open position, effectively bid, schedule and execute transactions in order to close Client's net open position. This includes data such as Client's load information, transactions with counterparties, facilities' and contractual economic data, capabilities and limitations, planned and Forced Outages or derates, transmission paths to be utilized, bid prices for energy and ancillary services markets, access to relevant meteorological data and all other pertinent information.

Parameters required for Day-Ahead and Hour-Ahead Portfolio Management Services shall be agreed to between ZGlobal and Client at a time to allow ZGlobal to effectively perform Portfolio Management Services, but no later than 48 hours prior to day that electricity is to be scheduled onto the electrical grid.

Parameters required for forward Portfolio Management Services shall be agreed to between ZGlobal and Client at a time to allow ZGlobal to effectively perform Portfolio Management Services, but no later than one calendar week prior to day that electricity is to be scheduled onto the electrical grid.

3.4 Fees and Costs Imposed as a Result of Portfolio Management Services. For transactions that ZGlobal transacts on behalf of Client, Client shall be responsible for all costs and revenues Client incurs as a result of such transactions. Costs and revenues may emanate from Balancing Authorities, Transmission Owners/Operators, the CAISO or third parties. This includes items such as the CAISO's Grid Management Charge (GMC), ancillary services, among others. The intent is that ZGlobal acts as a conduit for dollar flow between Client and the CAISO, Balancing Authorities, Transmission Owners/Operators and third parties.

4. ZGlobal's Responsibilities

4.1 Transactions. At Client's written direction, ZGlobal shall execute transactions on behalf of Client designed to implement Client's portfolio management strategy. Prior to executing any transactions, ZGlobal and Client shall document portfolio management strategy, roles, responsibilities, allowable transactions (for example, product, term, and counterparty), and process for performing Portfolio Management Services pursuant to this Agreement.

4.2 Strategy Review. Client and ZGlobal shall meet on a regular basis to review Client's portfolio management strategy, but no less than twice per year.

4.3 Transaction Data. All transaction data shall be recorded and stored by ZGlobal and provided to Client as requested. Transaction data shall include information such as counterparty, tenure, price, volume, location, and product.

4.4 Reports. ZGlobal shall publish regular Portfolio Management Services reports. Reports shall include exception reports resulting from shadow settlements within 30 Days of receipt of monthly T+3, T+12, T+55 CAISO invoices. Content and publishing schedule is to be determined by mutual agreement between ZGlobal and Client, but at a frequency no less than once per month. ZGlobal shall provide standardized monthly reports including, but not limited to, the following, upon Client's request: net short and long positions, day ahead energy charges, imbalance charges, portfolio changes, and potential areas for improvement and CRR effectiveness reports. Upon Client's request, ZGlobal shall also provide ad hoc settlement and contract analysis and settlement charge code and billing determinant data.

4.5 Professional Services. ZGlobal shall perform Portfolio Management Services in a professional manner consistent with this Agreement, Good Industry Practices and Applicable Laws.

[End of Exhibit G]

EXHIBIT H

Risk Management Program Development and Support Services

If applicable, this Exhibit H details specific services (“Risk Management Program Development and Support Services”) to be performed or provided by ZGlobal at Client’s written request under this Agreement.

1. Categories of Risk Management Program Development and Support Services

Risk Management Program Development and Support Services functions vary depending upon level of responsibility the Client desires ZGlobal to undertake (policies, processes, and procedures). At Client’s written request, ZGlobal shall perform Risk Management Program Development and Support Services for the following categories:

Initial assessment of Risk Policy Review Current Risk Management Documents and Tools

- Confirmation of Organizational Objectives,
- Confirmation of Client’s Risk Management Organizational Structure and Responsibilities,
- Understanding of procurement strategy, including methods for measurement and management of net open positions for the short, mid and long-term,
- Perform comprehensive review of information and documentation provided by Client
- Assess and document Client’s risk tolerance
- Develop for discussion purposes approaches for monitoring and managing Net Open Position on an intermediate and long-term basis and associated risk
- Compare and contrast existing practices and information with those that are needed to reflect Client’s risk tolerance

Develop Comprehensive Risk Policy Consistent with Client’s Risk Tolerance, includes provisions for the following:

- Measuring and closing Net Open Position in the short-term (less than one year); Concepts and approaches for intermediate and long term management
- Procurement to satisfy load obligations
- Submitting load and resource bids and offers into markets
- Executing bilateral physical transactions including exposure to credit risk
- Executing financial transactions
- Submitting offers to markets
- Hedging instruments consistent with Client’s risk tolerance
- Approved products

Develop Operating Procedures for Risk Management Activities

- Measuring and closing Net Open Position in the short term (less than one year)
- Procurement to satisfy load obligations
- Executing bilateral physical transactions including exposure to credit risk

- Executing financial transactions
- Submitting offers into markets
- Hedging instruments consistent with Client's risk tolerance
- Approved products

Develop documented material suitable for presentation to management and/ or Board of Directors and will include:

- Confirmation of Organizational Objectives,
- Confirmation of the Risk Management Organizational Structure and Responsibilities,
- Identification and prioritization of Risks given its portfolio definition,
- Analysis of current Risk Tolerance including assessment of limit structures and approved products and recommendations for improvement,
- Understanding of procurement strategy, including methods for measurement and management of net open positions for the short, mid and long-term,
- Recommendations for changes to credit procedure and counterparty transaction limits,
- Updated Risk Management Policy, and
- Updated reporting and metrics as needed.
- Develop and present material to Client's management team for approval
- Modify material based on feedback from Client as necessary
- Discussion of intermediate and long term Net Open Position management

On-going Support Services. Once the updated policy and procedures including approved risk tolerances have been adopted, ZGlobal will be available for on-going support upon request to provide the following services as outlined in approved risk procedures:

- Provide on a monthly basis counterparty credit risk exposure report,
- Perform annual counterparty credit strength evaluation and provide credit assessment based on the clients approved counterparty credit limits, including evaluating new counterparties on an as needed basis,
- Assist in establishing the proper security requirements for purchase power agreements based on client's desired level of risk exposure,
- Assist in the review of letters of credit and parental guarantees received as security deposits from counterparties,
- Monitor counterparty business risk and provide reporting on news pertaining to their business and could have impact, including providing updates from credit rating agencies when applicable,
- Evaluate periodically the energy risk management policy and procedures, and provide recommendations to improve overall effectiveness including comparison with other municipal utilities and best practices for similar entities,
- Review the hedging strategy and compare with other municipal utilities and best practices for similar entities. Provide recommendations if needed,
- Assess risks of term transactions and long-term agreements,

- Perform evaluation of the current value-at-risk calculation and provide recommendations to improve overall effectiveness. Provide recommendations on risk metrics appropriate for a municipal entity to measure risk exposure, and
- Assist with transaction review for Dodd-Frank Act compliance obligations.

ZGlobal will provide on-demand support through the duration of this contract. Lead times to complete requested services will vary depending on the tasks. Based on the availability of team members High-level schedules will be determined by mutual agreement.

2. Description of Services

ZGlobal proposes to provide Risk Management Program Development and Support Services on behalf of Client to create their Risk Management Program and provide support in managing Client's net open position.

3. Client's Responsibilities

3.1 Client shall select and specify in writing the categories of Portfolio Management Services listed in this Exhibit H that ZGlobal shall provide.

3.2 Information to Be Provided by Client to ZGlobal. ZGlobal will identify and Client shall provide ZGlobal with all relevant information to allow ZGlobal to determine Client's risk including:

- Credit assessment for new counterparty is completed upon review of third-party security documents
- Third party review of security documents assumes that documents are readily available.
- Input data is readily available for assessing hedging strategy and estimating Value at Risk calculation
- All necessary information to allow ZGlobal to determine Client's net open position and other metrics defined by the documented Risk Policy, Process, or Procedure.

4. ZGlobal's Responsibilities

4.1 Strategy Review, Client and ZGlobal shall meet on a regular basis to review Risk Management documentation and review the risk strategy, but no less than once per year.

4.2 Required Data, All transaction data shall be recorded and stored by ZGlobal and provided to Client as requested. Transaction data shall include information such as counterparty, tenure, price, volume, location, and product.

4.3 Reports, ZGlobal shall publish regular reports. Content and publishing schedule is to be determined by mutual agreement between ZGlobal and Client, but at a frequency no less than once per quarter.

4.4 Professional Services, ZGlobal shall perform these services in a professional manner consistent with this Agreement, Good Industry Practices and Applicable Laws.

[End of Exhibit H]

EXHIBIT I

Services Fees

This Exhibit I describes the Services Fees (“Services Fees”) to be remitted to ZGlobal from Client for all Services performed pursuant to this Agreement. It also lists additional contact information for Client and ZGlobal.

Service Fees

- Note Service Fees Shown Below are Waived for the First Six Months after each service Start Date as listed in Section 2.2.
- Set-up and Scheduling Coordinator Transition Fees = \$0
- Scheduling Coordinator Services Fee = \$12,025 per month for 12 months (\$9,875 for Generation Scheduling, \$2,150 for Load Scheduling), then escalated by 1.5% each year thereafter
- Financial Settlement Services Fee = \$0
- Forecasting Services Fee = \$5,125 per month for 12 months, then escalated by 1.5% each year thereafter
- Facility Management Services Fee = \$N/A
- Portfolio Management Services Fee = \$6,425 per month for 12 months, then escalated by 1.5% each year thereafter
- Risk Management Program Development and Support Services Fee = \$N/A

[End of Exhibit I]

EXHIBIT J

Contacts

Real Time:

Tel: 760-483-5000

24hrdesk@zglobal.biz

Additional Contacts:

Day Ahead:

Eric Vaa

Tel: (916)985-9461

E-mail: eric@zglobal.biz

Monthly/Structured:

Kevin Coffee

Tel: (916)985-9461

E-mail: kcoffee@zglobal.biz

Deal Confirmations:

Christine Vangelatos

Tel: (916)985-9461

Email: christine@zglobal.biz

CLIENT CONTACTS

[End of Exhibit J]

EXHIBIT K

Information Resources

This Exhibit K describes the software, databases, data, and information portal(s) developed or acquired by ZGlobal on Client's behalf that ZGlobal shall provide Client and Client's designated representatives and consultants access to in connection with the Services:

- **MCG Hosted Data Store (HDS)** - a separate data store for all of Client's energy transactional and settlement data hosted and maintained by MCG via a software services agreement with ZGlobal. MCG HDS shall be provided as part of the Generation Scheduling Services.

Client shall be provided login credentials to access its data in HDS. The HDS database and services is separate from the production data center in MCG's Integrated Asset Manager (IAM) used by ZGlobal to execute Client's daily scheduling and settlement functions. The HDS will be updated in near real-time from the IAM production data store. MCG will be responsible for managing and mapping the relevant data tables. All reports developed by ZGlobal for Client along with the supporting data will be replicated to the HDS. Client will be able to utilize the HDS User Interface as well as HDS' Programmatic Interface via Web Services to directly access its database information.

Access to MCG HDS shall be available through ZGlobal's MCG services agreement provided this Agreement between ZGlobal and Client] is effective. Access to MCG HDS shall be terminated upon termination of this Agreement between ZGlobal and Client Notwithstanding, Client shall retain Rights in Data, Confidentiality and Non-Disclosure pursuant to Section 5 of ZGlobal's Software Services Agreement with MCG Energy Solutions dated March 18, 2015.

- **CAISO Shadow Settlements**

CAISO shadow settlements that are used to validate CAISO daily and monthly settlement statements, invoices and payment notices will be made available to Client via a mutually agreed method through customized reports and bill determinant files. Shadow settlement data and files are to be calculated or prepared using the relevant CAISO shadow settlement system utilized by ZGlobal during the term of this Agreement between ZGlobal and Client including but not limited to: Power Settlements Settlecore, MCG IAM and/or other customized tools developed by ZGlobal staff. CAISO shadow settlements shall be provided as part of Generation Scheduling Services and Load Scheduling Services, as applicable.

- **CRR Analysis**

Results of CRR analysis performed for Client including any inputs (e.g. - prices, constraints and outages) used to prepare such results will be made available to Client via a mutually agreed method through customized reports and data files. CRR analyses are to be performed utilizing various database services and tools acquired by ZGlobal to

perform such analysis, including but not limited to: Yes Energy's PowerSignals, ZGlobal proprietary Oracle databases, CAISO OASIS, Plexos Integrated Energy Model and/or other similar data sources and applications. Direct access by Client staff to one or more of ZGlobal's database sources or software tools shall be governed by any relevant software license or use agreements ZGlobal has with the relevant third party during the term of this Agreement between ZGlobal and Client. In some cases, this may require Client to have its own agreement and fee structure with said third party and ZGlobal will promptly notify Client if a separate agreement is required. Systems related to CRR Analysis shall be provided as part of the Portfolio Management Services.

[End of Exhibit K]



MARIN CLEAN ENERGY

Request for Offers for Scheduling Coordination, Load Forecasting and Portfolio Management Services

RFO Date: 1/21/2016

Response Deadline: 3/9/2016

Marin Clean Energy (MCE) is soliciting competitive offers for scheduling coordination and related power portfolio services.

Introduction

Marin Clean Energy (MCE) is California's first operational Community Choice Aggregator and began serving customers in May of 2010 with the goal of reducing the greenhouse gas emissions of the local member communities it serves by delivering, more renewable energy to customers.

MCE provides retail electric generation services to approximately 175,000 customers within its service area, which comprises the political boundaries of Marin County, unincorporated Napa County, the cities of Richmond, San Pablo and El Cerrito (in Contra Costa County) and the City of Benicia (located in Solano County). MCE is organized as a Joint Powers Authority governed by a Board of Directors, made up of representatives from each of the local communities MCE serves. Participating retail customers continue to receive transmission and distribution services from PG&E and receive one bill from PG&E for both MCE generation and PG&E services.

Once a community joins MCE, MCE becomes the default generation provider for that community. MCE currently provides service to nearly eight out of ten electricity customers within its member communities and is the default electric generation provider for any new or relocated customers therein. MCE strives to provide electric power generation to its customers at stable and competitive rates, utilizing the cleanest possible sources of electricity. By 2025, MCE expects to deliver 80% renewable energy and 95% GHG free energy.

Background and Overlap of Services to facilitate transition

MCE is seeking offers from qualified providers for services related to load and generation scheduling, load forecasting and portfolio management in order to optimally manage its generation and load. MCE currently receives Scheduling Coordinator service for its contracted generation through Shell Energy North America, SENA under an existing agreement through September 6, 2016. SENA also schedules MCE load under a

separate agreement that continues through December 31, 2017. MCE anticipates the scope of scheduling services provided by the selected respondent(s) will begin with provision of Scheduling Coordination services for MCE's generation resources (Generation Scheduling Coordination Services) and may expand to incorporate a broader set of Scheduling Coordination services as set forth below.

In order to ensure continuity of service, MCE anticipates a 90 day service overlap period commencing on June 1, 2016) in order to transition from the existing Generation Scheduling Coordinator to the selected respondent for generation Scheduling Coordination Services with a 90 day service overlap period for Load Scheduling Coordinator Services commencing on October 1, 2017. MCE will work with the selected respondent(s) on further defining the transition requirements.

MCE's portfolio currently consists of more than 40 active power contracts serving an annual customer load of approximately 1,800 GWh, with deliveries made to the NP15 Trading Hub and in limited cases, the generator's pnode within the CAISO. MCE currently contracts with 4 renewable resources that participate in the CAISO Variable Energy Resource (VER) program; 2 additional resources will participate in VER upon reaching commercial operation in late 2016. For more information on MCE's energy portfolio, please review our 2015 Integrated Resources Plan at <http://mcecleanenergy.org/wp-content/uploads/MCE-2015-Integrated-Resource-Plan.pdf>.

Areas of Interest

The selected Respondent(s) will perform one or more of the following services:

- 1. Generation Scheduling Coordinator Services:** Shall perform scheduling for power generation resources on a day-ahead/hour-ahead/real-time basis as required and CAISO Demand Response bids. Resource Adequacy scheduling on year-ahead and T-45 month-ahead basis as required. Perform Variable Energy Resource (VER) program scheduling and VER performance monitoring. Perform power generation and resource adequacy invoice validations, including shadow settlement calculations of CAISO charges, and matching and validating inter SC-Trades. Submit disputes regarding Generation and CAISO charges and participate in the dispute resolution process; Provide monthly reporting and access to CAISO Statements, OASIS and CRR systems to allow monitoring of transactions, schedules, and settlements.
- 2. Load Forecast Services:** Shall perform forecasting for load on a week-ahead/day-ahead/hour-ahead/real-time basis as required. Provide accurate Real Time, Hour ahead, Day ahead, Week ahead, and Month ahead a load forecasts.
- 3. Load Scheduling Coordinator Services:** Shall perform scheduling of MCE forecast load on a day-ahead/hour-ahead/real-time basis as required based upon Load Forecasts provided or as adjusted. Manage and validate relevant CAISO statements for load settlements.
- 4. Portfolio Management services:** Monitor market conditions, including monthly and hourly load and resource balance. Recommend strategies for portfolio optimization and risk mitigation; actively manage net short and net long positions in accordance with agreed upon protocols. Manage Congestion Revenue Rights (CRR) bids and CRR portfolio to mitigate congestion costs.

Requirements

1. Requirements common to both Load and Generation Scheduling Coordinator Services:

- a. Shall perform CAISO/WECC Scheduling¹
 - i. 5-day per week day-ahead pre-scheduling services
 - ii. 7 day, 24 hour real-time services
 - iii. Non-Business Day real-time services
- b. The Scheduling Coordinator is expected to demonstrate all skills, knowledge and ability necessary to perform as Scheduling Coordinator including any applicable certifications or licenses associated with the Scheduling Services or required by the CAISO, NERC or WECC. The Scheduling Coordinator is responsible for emergency operational actions as may be needed. The Scheduling Coordinator must be listed on the CAISO Scheduling Coordinator list.
- c. Shall perform bidding or self-scheduling into appropriate markets. The Scheduling Coordinator is expected to implement and apply on a daily and hourly basis the selected bidding strategies approved by MCE to assure that generation and ancillary offers and load bids are submitted accurately and timely.
 - i. Scheduling. Scheduling Coordinator shall submit to the CAISO schedules and/or bids consistent with the CAISO's timelines as prescribed in the applicable tariffs and business practice manuals.
 - ii. Final Schedules. Scheduling Coordinator shall provide final confirmed day-ahead pre-schedules by CAISO deadlines.
- d. Shall perform all services in a professional manner consistent with Good Industry Practices and Applicable Laws and the CAISO Tariff.
- e. Shall be responsible for submitting data to appropriate Balancing Authorities to satisfy planning requirements.
- f. Shall be responsible for all schedule matching, tagging and checkout of schedules consistent with pertinent timelines.
- g. Perform CAISO invoice validations including inter SC-Trades and Generation against CAISO statements and provide access to an FTP site for MCE staff to download CAISO statements and OASIS Real Time LMP data for a minimum of 90 days after the trade date.
- h. Validate the scheduled against actuals and recommend forecast adjustments in order to mitigate energy/load imbalance charges.

2. Sub-requirements specifically for Generation Scheduling Coordinator Services:

- a. Shall provide the CAISO and/or Transmission Owners/Operators with all required notices and updates regarding generation facilities as required by applicable procedures, requirements and standards. Provide generators access to Outage Management System (OMS).
- b. Shall coordinate with generators and the CAISO to establish Net Qualifying Capacity (NQC) for generation resources and facilitate timely completion of all milestones of new resource implementation.
- c. Two Day Ahead pre-scheduling responsibilities include:

¹ MCE currently does not import energy into the CAISO, however, the Respondent shall specify any concerns related to scheduling WECC (non-CAISO) energy into a California Balancing Authority.

Perform pre-scheduling functions to the Western Area Power Administration (WAPA) Sierra Nevada Region in order to maximize hydropower value and minimize costs for MCE. Day Ahead Scheduling and Resource Management responsibilities include: Perform pre-scheduling functions, daily energy scheduling and trading, participation in Western's Base Resource Displacement program, and submitting schedules to CAISO (including managing Variable Energy Resource program requirements for MCE).

- d. Hour-ahead and Real Time Scheduling and Resource Management responsibilities include:
 - i. Maximize revenue of excess imbalance energy because of estimated load forecast errors or as market conditions warrant under established guidelines.
 - ii. Optimize use limited resources on a daily and hourly basis under agreed upon protocols.
 - iii. Monitor generation utilizing meter data on a constant 24/7 basis.
 - iv. Monitor Real-time LMPs, manage curtailments or generation adjustments based on agreed upon protocols to avoid negative LMPs.
 - v. Monitor uninstructed and instructed energy imbalances and report to MCE monthly on financial impacts and recommend mitigation strategies.
- e. Perform Energy Accounting (based on contracts/meter data), including CAISO Settlements

3. Sub-requirements specifically for Load Scheduling Coordinator Services:

- a. Shall submit load schedules into CAISO systems as updated load forecasts are provided (includes submission of hour ahead forecasts and any necessary intra-hour adjustments to load forecast into SIBR).
- b. Shall submit resource adequacy plans in accordance with CAISO Tariff and reliability services protocols.
- c. Monitor PG&E substation and/or CAISO SCADA systems for MCE load on a constant 24/7 basis.

4. Requirements Specific to Load Forecast Services:

- a. Shall perform forecasting and provide accurate Real Time, Hour ahead, Day ahead, Week ahead, and Month ahead load forecasts.
- b. Shall forecast and adjust load requirement hourly in accordance with agreed upon methodology.
- c. Shall provide daily and weekly forecast reconciliation report comparing forecast to actual electricity usage and update forecast models as needed to reduce forecast error.

5. Requirements for Portfolio Management services²:

- a. Portfolio optimization and risk mitigation, identify market opportunities and risks.
- b. Monitor and analyze supply and demand contract requirements and make recommendations to MCE staff regarding strategies for maximizing the benefits of these contracts.
- c. Actively manage Net short and Net Long positions subject to agreed upon protocols.
- d. Submit Congestion Revenue Rights (CRR) bids and provide quarterly CRR effectiveness report.

² MCE is currently drafting risk policies to be reviewed by respondent during negotiations. Such risk policies will set forth the parameters within which MCE's portfolio will be managed.

Offer Submission Required Elements

1. **Applicant Information:** Please complete the “Respondent Information” tab of the Scheduling Services Offer Form and submit to MCE by the requested deadline.
2. **Offer:** Please complete the relevant product tabs of the Scheduling Services Offer Form and submit to MCE by the requested submittal date. Please elaborate, as needed, and provide an itemized description of the services proposed an/or excluded, how the offer meets each of the objectives of this request for offers, a detailed description addressing all of the Areas of Interest, as well as any tasks, task elements and/or functions that are not part of the offer. Please include a summary of all exceptions to the request for offer requirements, scope of work, specifications, and reference to any proposed contractual terms and conditions required by the Respondent. *In order to select the best fit service provider to meet MCE’s portfolio needs, MCE is seeking independent offers for each of the four areas of interests. Optional: The respondent may also provide a combined services offer to reflect any benefit of combining multiple services.*
3. **Fees and Term of Services:** Pricing should be based on the requirements defined in this request for offers and should be itemized where relevant. For Scheduling Coordinator Services, MCE prefers the offer to include fulfillment of CAISO Scheduling Coordinator collateral posting requirements. Please state the proposed term of services agreement in the Offer Form. Include details of all offered pricing structures whether fixed fee or volumetric in nature.
4. **Statement of Qualifications and References:** Respondent must supplement their application with the following required information.
 - a. Describe your firm's experience as may be applicable to this request for offers, your organizational structure, key staff qualifications, and other contract related qualifications, including number of years firm has been in business directly related to the services being offered in this RFO.
 - b. State whether Respondent will use subcontractors to perform any portion of services pursuant to the contract. Should the use of subcontractors be offered, the Respondent shall provide the same Statement of Qualifications and assurances of competence for the subcontractor, plus the demonstrated ability to manage and supervise the subcontracted work. Subcontractors shall not be allowed to further subcontract with others for work. The provisions of any contract resulting from this RFO shall apply to all subcontractors in the same manner as to the Respondent.
 - c. Identify expectations of MCE including requirements definition, strategy refinement, and staffing requirements to support implementation methodology.
5. **RFO Timeline:** The RFO will be administered based on the following schedule list below. Please submit all questions, documents and offers to procurement@mcecleanenergy.org.

MCE RFO for Energy Scheduling, Forecasting and Portfolio Management Services Selection Process	
Schedule of Requirements	Target Dates and Deadlines (by 5 PM PST)
Issue RFO	1/21/2016
Statement of Qualifications due to MCE	2/3/2016

MCE to invite Qualified Respondents for Workshop	2/10/2016
Workshop with Qualified Respondents (by invitation)	2/17/2016
Clarifying Questions from Respondent Due to MCE	2/22/2016
Responses to Clarifying Questions posted by MCE	2/29/2016
Offers due from Respondent	3/9/2016
MCE interviews with selected Respondents	3/10/2016 - 3/23/2016
Negotiations with Counterparties	3/30/2016
MCE Selects of Generation SC Services provider	4/29/2016
MCE Selects Load Forecasting provider	5/30/2016
MCE Selects Load SC Services provider	6/29/2016
MCE Selects Portfolio Management Services Provider	6/29/2016

6. **MCE Legal Obligations:** MCE is required to comply with the Public Records Act as it relates to the treatment of any information marked “confidential.” All information clearly marked “confidential ” will not be subject to disclosure during negotiations however all confidential materials retained by MCE after contract execution may be subject to release through the Public Records Act. MCE is not obligated to respond to any offer submitted as part of this Scheduling Services RFO. MCE may elect to contract with one or more respondents to this RFO and retains the right to reject all responses at MCE’s sole discretion.



June 16, 2016

TO: MCE Board of Directors

FROM: Sarah Estes-Smith, Director of Internal Operations

RE: MCE Strategic Plan (Agenda Item #10)

ATTACHMENT: Draft Strategic Plan

Summary: Two years ago, your Board and MCE Staff began discussing the need to develop a strategic plan for the organization. In the summer of 2015, after continued growth and maturation, Staff began to formally plan for the development of a three year strategic plan. In October 2015, your Board approved an agreement with a strategic planning consultant to assess MCE's current and future position through in-person interviews and online surveys. Over thirty people, including members of the Board, Staff, and key external stakeholders, participated. In February 2016, MCE was presented with several recommended areas to focus its efforts over the next two to three year period.

In March 2016, staff formed a Strategic Plan Committee (SPC) which was charged with developing a vision statement, goals, tactics and actions that were consistent with the Mission of the organization. The SPC included staff from all departments, as well as Board Members Sloan Bailey and Greg Lyman, who were appointed by the Executive Committee. Five organizational goals were established and teams were formed to develop tactics and actions associated with each of these goals. The SPC and the teams each convened regularly over the course of four months to develop the Vision Statement and Strategic Plan that are being presented to you today.

The Strategic Plan is intended to be a "public-facing" document. Once approved by your Board the Strategic Plan will be posted to the MCE website and shared with our communities and stakeholders. An internal document detailing actions associated with each tactic explains in greater detail how the goals will be achieved. The internal document also contains the timelines and metrics that will govern the implementation and evaluation of each action and measure progress in achieving goals.

Staff will provide annual progress updates to your Board for each goal in the Strategic Plan. Staff may request that the Board approve revisions to the Strategic Plan as needed over the next three years to ensure alignment with any changing priorities. A complete reassessment of the Strategic Plan is planned to occur every three years.

Fiscal Impact: Not applicable.

Recommendation: Approve the Vision Statement and Strategic Plan for implementation through March 2019.

MCE Mission Statement

To address climate change by reducing energy related greenhouse gas emissions through renewable energy supply and energy efficiency at stable and competitive rates for customers while providing local economic and workforce benefits.

MCE Vision Statement

Clean and sustainable energy for all communities.

MCE Strategic Plan

July 2016-March 2019

Goal 1. Serve our customers and communities with care and excellence.

Tactic A. Provide a consistently responsive, high-quality customer experience.

Tactic B. Know our customers and communicate with them effectively.

Tactic C. Engage with our communities and local organizations.

Tactic D. Advance our commitment to historically disadvantaged communities.

Tactic E. Promote workforce development opportunities in our member communities.

Tactic F. Prepare for the inclusion of new member communities as needed.

Goal 2. Ensure financial strength and sustain market competitiveness.

Tactic A. Achieve financial targets.

Tactic B. Maintain stable and competitive rates.

Tactic C. Effectively manage internal and external risks.

Tactic D. Ensure procedures meet the needs of the organization.

Goal 3. Reduce greenhouse gas emissions through effective energy services and customer programs.

Tactic A. Design and plan for high-value, cost-effective, GHG-reducing energy services and programs.

Tactic B. Ensure high-quality, customer-focused energy service and program implementation.

Tactic C. Perform frequent evaluations of energy services and programs and adapt accordingly.

Goal 4. Be efficient in our administration while supporting and developing our staff.

Tactic A. Build an inclusive, collaborative, and productive team.

Tactic B. Promote employee well-being and professional growth.

Tactic C. Implement efficient and consistent internal processes.

Tactic D. Provide effective workplace tools and infrastructure.

Goal 5. Support community choice by cultivating key partnerships and opportunities.

Tactic A. Partner with allies to reduce exit fees, maintain autonomy, and reduce competitive threats.

Tactic B. Build a robust network of CCA champions.

Tactic C. Collaborate with operating and emerging CCAs.



Customer Programs Update

Customer Programs Team | MCE

June 16, 2016



Overview

Programs Update

- Multifamily
- Small Commercial
- Single Family
- Pilots

2016 Application Update

- Re-filing Application
- New Timeline

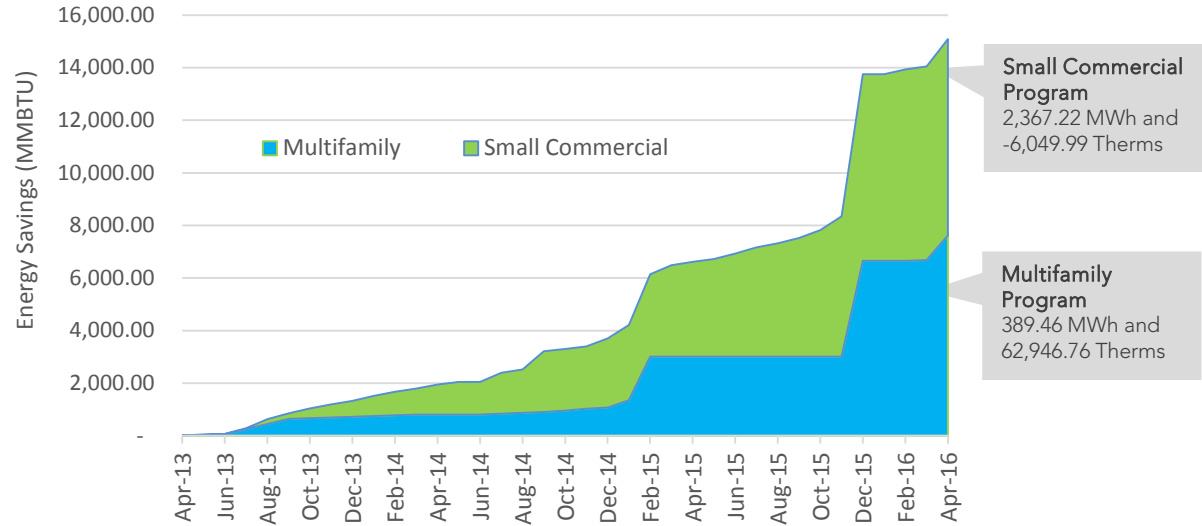


MCE Energy Efficiency Programs Monthly Update

Energy Efficiency Mission Statement

MCE's Energy Efficiency program increases the efficiency of energy and water systems within existing and new buildings to reduce environmental impacts and improve health, comfort and safety.

The program empowers communities through local workforce development, and access to educational tools and financial incentives.



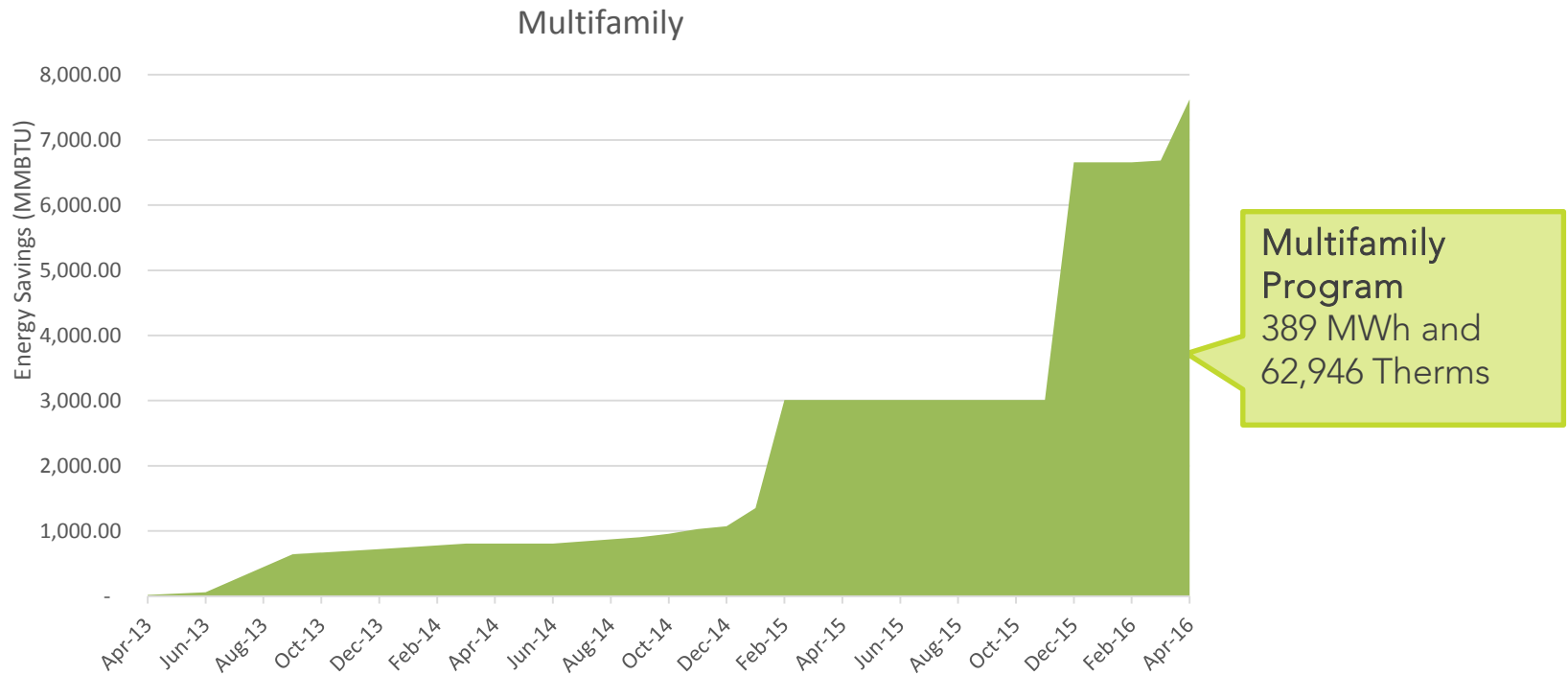
Small Commercial Program
2,367.22 MWh and -6,049.99 Therms

Multifamily Program
389.46 MWh and 62,946.76 Therms

Program Achievements – January 2013 to April 2016 (most recent data)

Small Commercial	Single Family	Multifamily
Small Businesses Audited 2,192	Number of My Energy Tool Accounts Created 2,726	Multifamily Buildings Audited 644
Total Rebates Distributed \$388,750	Number of Action Plans Created 1,933	Total Rebates Distributed \$477,516
Number of Unique Projects Completed 282		Number of Units Provided with Free Energy Saving Equipment 1,235
* Split between MCE, Marin Energy Watch and East Bay Energy Watch		

Customer Programs Update: Multifamily

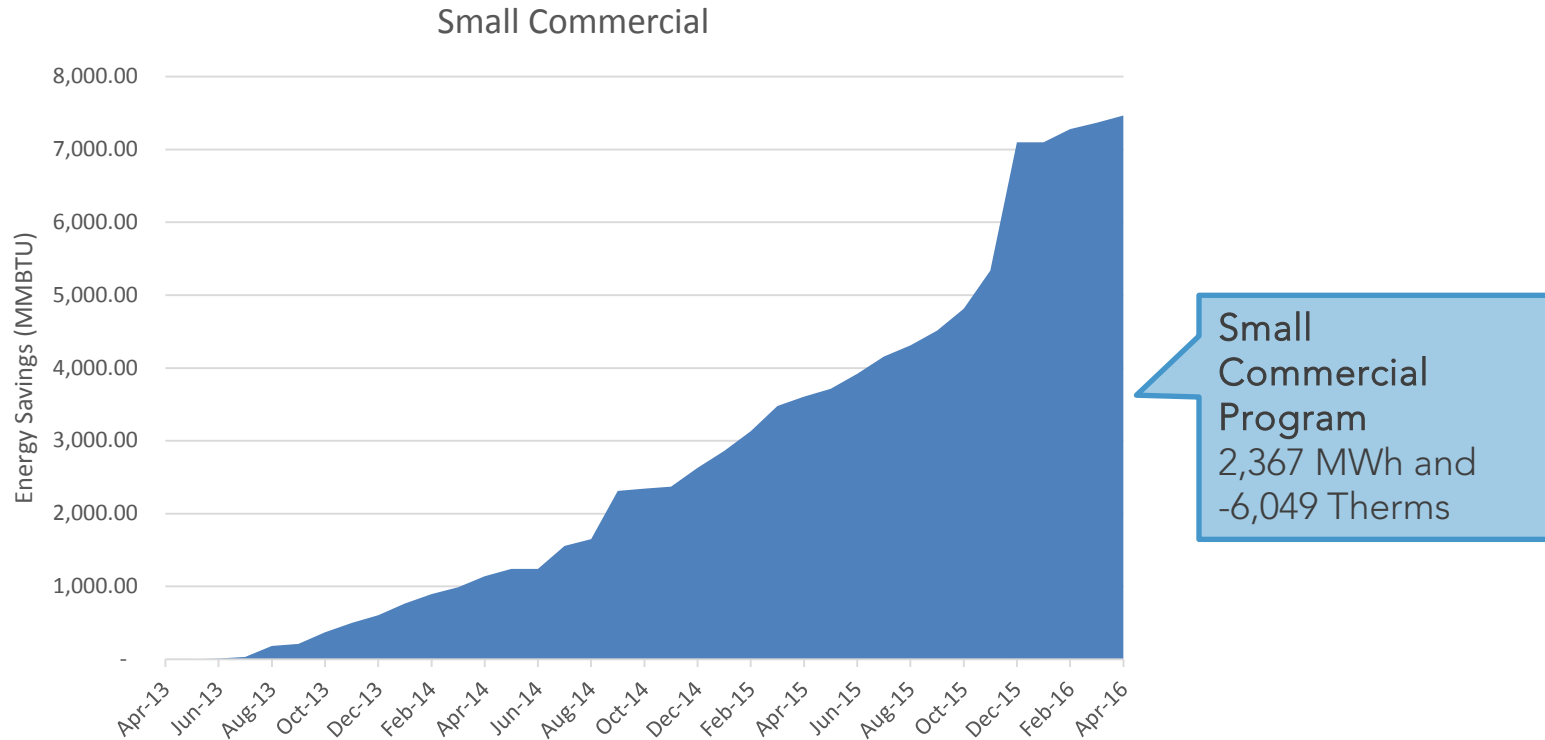


Multifamily Buildings
Audited
644

Total Rebates Distributed
\$477,516

Number of Units Provided
with Free Energy Saving
Equipment
1,235

Customer Programs Update: Commercial



Small Businesses
Audited
2,192*

Total Rebates
Distributed
\$388,750

Number of
Completed Projects
282

* Split between MCE, Marin Energy Watch and East Bay Energy Watch

Customer Programs Update: Single Family

Number of My Energy
Tool Accounts
Created
2,726

Number of Action
Plans Created
1,933

MyEnergyTool will be Suspended

- Existing customers transferred to statewide portal
- Money from contract shifted into existing program
- Exploration of a pilot program focusing on programmable thermostats



Customer Programs Update: 30% Increase in Funding

- Funding granted to MCE via a Petition for Modification
 - Serve new (2015) communities
- Advice Letter due to Commission in July detailing additional activities
 - Marketing and outreach to generate buzz and conduct technical assistance in new communities
 - Consideration of small commercial pilots

Customer Programs Update: Pilots

- Automated Demand Response
 - E-MotorWorks
 - MyEnergy Insight
- College of Marin Ribbon Cutting
- Grant from BAQMD / TAM for Electric Vehicle Charging Infrastructure

2016 Application Update

- MCE will file a motion to close Application
- MCE will revise and re-file Application to reflect new guidance
- CPUC will review Applications no earlier than November 1st

MARIN CLEAN ENERGY

ENERGY EFFICIENCY BUSINESS PLAN
2016



Thank You

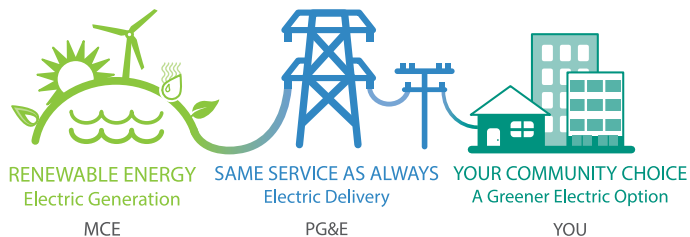
energysavings@mcecleanenergy.org
www.mceCleanEnergy.org/energysavings



MCE Clean Energy
My community. My choice.



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



May 19, 2016

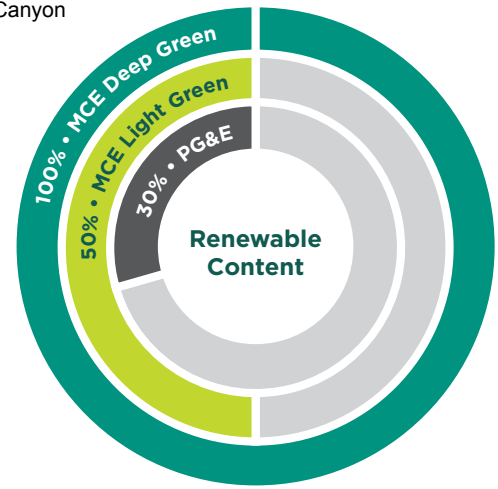
Your cleaner, affordable, electric service will start this August or September unless you choose to opt out.

American Canyon has voted to join MCE, a not-for-profit, public agency that works with PG&E to provide electricity generated from more renewable, non-polluting sources. Formed by the public to buy cleaner power and invest in our local economies, MCE has served Bay Area electric customers since 2010 and unincorporated Napa County customers since 2015. As an MCE customer, you'll join us on a path for a cleaner planet by reducing your carbon footprint and helping American Canyon lower its greenhouse gas emissions.

Aside from cleaner energy sources, not much will change. You will continue to enjoy the same reliable electricity. PG&E will continue to deliver your power, maintain the wires, and provide your gas service. MCE customers benefit from:

- ⚡ **More Renewables.** More of the electricity you pay for will come from non-polluting and constantly replenishing sources. Think sun, wind, bioenergy, hydroelectricity, and geothermal heat.
- ⚡ **Energy Choices.** Before, only one electricity service was available to you and most of it came from natural gas and nuclear sources. American Canyon has now given you the opportunity to choose from competitively priced energy options, which are detailed on the back of this letter. Choice is power.
- ⚡ **Simple Billing.** PG&E will still send your monthly bill, but instead of one fee that combines both your electric delivery fees and electric generation fees, your bill will show separate charges — one for **PG&E electric delivery** and one for **MCE electric generation**. MCE's generation rates will simply replace PG&E's generation rates.
- ⚡ **Local Control.** An elected official from your county will join MCE's Board of Directors to represent your community's values in MCE's decision-making. MCE member communities — **not** private shareholders — control their own energy choices.
- ⚡ **Community Investment.** MCE does not use taxpayer dollars. We reinvest in the communities we serve by providing low and stable rates, fostering local renewable development projects, and expanding energy efficiency programs.

Your MCE 50% renewable energy service starts automatically with your PG&E billing cycle in August or September 2016. If you want cleaner energy from MCE, delivered by PG&E, no action is necessary. You can also choose 100% renewable energy service from MCE. Or, if you don't want cleaner energy from MCE, you can always choose to opt out by calling 1 (888) 632-3674 or visiting: mceCleanEnergy.org. Please have your PG&E account number on hand to complete your request.



YOUR SERVICE OPTIONS

You're welcome to choose any of these services at any time! You can expect to pay similar rates for MCE's 50% renewable energy compared to PG&E's 30% renewable energy. To see how choosing MCE will impact your bill based on your monthly usage, please visit: mceCleanEnergy.org/NapaCounty or call us at 1 (888) 632-3674.

MCE LIGHT GREEN

Take no action, and you'll be enrolled in Light Green. Light Green is **50% renewable** and 63% carbon free.

MCE DEEP GREEN

Imagine all your electricity is pollution-free. It is when you choose Deep Green **100% renewable** energy service. It costs 1¢ more per kilowatt-hour — about \$5 per month for the typical home — than Light Green. Half of this premium funds the development of new, local renewable sites like the 10.5 megawatt MCE Solar One Project in Richmond. We invite you to enroll at: mceCleanEnergy.org/DG-enroll or call 1 (888) 632-3674.

PG&E (OPT OUT)

You can always choose to opt out and keep PG&E's **30% renewable*** generation service or one of their other options** by calling 1 (888) 632-3674 or visiting: mceCleanEnergy.org/opt-out. Please have your PG&E account number on hand to process your request.

* Based on recent reports from PG&E.

** Learn more about PG&E's service options at: pge.com

STOP BY AND SAY, "HI!"

Getting to know our customers is truly important to us. We'd love to meet you at one of our events. To see where we'll be next, please visit: mceCleanEnergy.org/NapaCounty.

TERMS & CONDITIONS OF SERVICE

RATES

MCE electric generation rates are stable and cost-competitive. Financial assistance programs like CARE (California Alternative Rates for Energy), FERA (Federal Electric Rate Assistance), and Medical Baseline Allowance remain the same for MCE customers. If you are enrolled in any of these programs with PG&E, you will continue to be enrolled if you choose MCE. Any changes to MCE rates will be adopted at duly noticed public MCE Board meetings. Changes to PG&E or MCE rates impact cost comparisons. PG&E charges MCE customers a monthly Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge. These fees are always included in cost comparisons. View MCE rates and PG&E cost comparisons at www.mceCleanEnergy.org/rates or call 1 (888) 632-3674 for more information. PG&E and MCE rates and cost comparisons may change over time.

BILLING

You will receive a single monthly bill from PG&E. The bill will include charges for PG&E electric delivery and MCE electric generation. MCE's electric generation charge will replace PG&E's electric generation charge. MCE's charge is not an extra fee. If you opt out of MCE, PG&E will resume charging you for electric generation.

ENROLLMENT

MCE, a not-for-profit, public agency, is now the default electric generation provider in American Canyon. California State Assembly Bill 117, passed and signed into law in 2002, requires that community choice programs like MCE operate as the primary electric generation service provider through an automatic enrollment process. Your account will be enrolled with MCE's Light Green 50% renewable energy service unless you choose to opt out. You may request to opt out at any time. You may also choose MCE Deep Green 100% renewable energy. To opt out, or to sign up for Deep Green, call 1 (888) 632-3674 or visit www.mceCleanEnergy.org. Please have your PG&E account number on hand so that we may process your request.

OPT OUT

You may request to opt out of MCE to buy PG&E's electric generation at any time by calling 1 (888) 632-3674 or by visiting www.mceCleanEnergy.org. Please have your PG&E account number on hand so that we may process your request. If you do not opt out within 60 days after MCE service starts, you will be subject to the payment of a one-time administrative fee (\$5 residential or \$25 commercial), will not have the option to return to MCE for one year, and will be subject to PG&E's terms and conditions of service. For information on PG&E's terms and conditions, visit www.mceCleanEnergy.org/opt-out-terms. You will not be charged an administrative fee if you opt out before MCE service starts, within the first 60 days after your enrollment with MCE, or if you cancel electric service. Your opt out request must be received five business days prior to the first day of your monthly billing cycle in order to switch electric generation service to PG&E before your next billing cycle begins. Your account will be transferred to PG&E on the first day of your billing cycle and cannot be transferred during a billing cycle. You will be charged for all electricity procured by MCE on your behalf prior to the cancellation or transfer of electric service to PG&E.

FAILURE TO PAY

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

Based in San Rafael, MCE is governed by a Board of Directors of elected officials representing Marin County and all of the cities and towns within it, Napa County and all of the cities and towns within it, and the Cities of Benicia, El Cerrito, Lafayette, Richmond, San Pablo, and Walnut Creek. We're committed to protecting customer privacy. Learn more at www.mceCleanEnergy.org/privacy.



19 de mayo, 2016

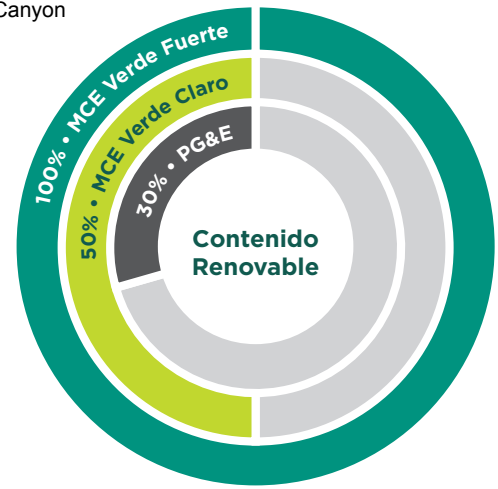
Su servicio eléctrico más limpio y asequible empezará este agosto o septiembre a menos que optes a no participar.

La ciudad de American Canyon votó a ser parte de MCE, una agencia pública sin-fines-de-lucro que trabaja con PG&E para proveer energía de fuentes más renovables y no contaminantes. Formado por el público para comprar energía más limpia e invertir en economías locales, MCE ha servido clientes eléctricos en el área de la bahía desde 2010, y en las áreas aledañas del condado de Napa desde 2015. Como un cliente de MCE, nos acompañarás en la trayectoria hacia un planeta más limpia, reduciendo su huella de carbón y ayudando a American Canyon bajar sus emisiones de gases de efecto invernadero asociados con su electricidad.

Fuera de la fuente de energía, casi nada más cambiará. Continuarás a disfrutar la misma electricidad fiable. PG&E continuará a entregar su energía, mantener las líneas eléctricas y proporcionar su servicio de gas. Clientes de MCE pueden aprovecharse de:

- ⚡ **Más renovables.** Más de la electricidad que compras será de fuentes no contaminantes y renovables. Imagine fuentes como del sol, viento, agua, bioenergía, o de calor geotérmica.
- ⚡ **Opciones de energía.** Antes, sólo hubo un servicio eléctrico disponible y mucho de esa energía era derivada de fuentes nucleares o de gas natural. Ahora American Canyon le ha dado la oportunidad de elegir entre opciones asequibles de energía, detallado en este mensaje. Ahora usted tiene el poder de elegir su energía.
- ⚡ **Facturación simple.** PG&E le mandará su factura mensual, pero en vez de una tarifa que combine sus costos de entrega y generación eléctrica, ahora su factura mostrará tarifas separados — uno de **entrega eléctrica de PG&E** y otro de **generación eléctrica de MCE**. Los cobros de generación de MCE solo reemplazará los cobros de generación de PG&E. No hay costos duplicados.
- ⚡ **Control local.** Un electo representará su condado en la junta directiva de MCE para incorporar los valores de su comunidad en las decisiones de MCE. Comunidades de MCE — **no** accionistas privadas — controlan sus propias opciones de energía.
- ⚡ **Inversión en su comunidad.** MCE no se finanza con impuestos. Reinvertimos en nuestras comunidades ofreciendo tarifas bajas y estables, desarrollando proyectos renovables locales y expandiendo programas de eficiencia energética.

Su servicio eléctrico, compuesto de energía 50% renovable, empezará automáticamente el primer día de su ciclo de facturación en agosto o septiembre 2016. Si quieres energía más limpia de MCE y entregado por PG&E, no tienes que hacer nada. También puedes elegir el servicio de energía 100% renovable de MCE. Si no quieres energía más renovable de MCE, puedes optar a no participar llamando a 1 (888) 632-3674 (oprime 2 para español) o visite es.mcecleanenergy.org. Por favor tenga su número de cuenta de PG&E a mano para completar su petición.



SUS OPCIONES

¡Eres bienvenido a elegir cualquiera de estos servicios a cualquier tiempo! Las tarifas para energía 50% renovable de MCE son similares comparado a energía 30% renovable de PG&E. Para ver como eligiendo MCE afectará su cuenta eléctrica, visite: es.mceCleanEnergy.org/NapaCounty o llámanos a 1 (888) 632-3674 (oprime 2 para español).

MCE VERDE CLARO

Toma ninguna acción y estarás automáticamente inscrito en Verde Claro. Verde Claro es **energía 50% renovable** y 63% libre de carbón.

MCE VERDE FUERTE

Imagina que toda su electricidad viene de fuentes no-contaminantes. Es así con Verde Fuerte, **energía 100% renovable**. El costo adicional es 1¢ más por kilovatio-hora — alrededor de \$5 más al mes en una casa típica — que Verde Claro. La mitad de este costo adicional va al desarrollo de nuevos sitios locales de energía renovable, como MCE Solar One en Richmond, de 10.5 megavatios. Le invitamos a inscribirse en: es.mcecleanenergy.org/dg-enroll o llama a 1 (888) 632-3674 (oprime 2 para español).

PG&E

Siempre puedes optar a no participar y seguir usando la generación de **energía 30% renovable*** de PG&E o usar uno de sus otras opciones** llamando 1 (888) 632-3674 (oprime 2 para español) o visitando: es.mcecleanenergy.org/opt-out. Por favor tenga su número de cuenta de PG&E a mano para completar su petición.

* Basado en reportes recientes de PG&E.

** Aprende más de estas opciones de PG&E's en: pge.com

¡VEN A VISITARNOS!

Siendo parte de nuestras comunidades realmente es importante para nosotros. Nos gustaría mucho conocerte. Para ver cuándo vamos a estar en su vecindario, visita: es.mceCleanEnergy.org/NapaCounty.

TÉRMINOS Y CONDICIONES DE SERVICIO

TARIFAS

Las tarifas de generación eléctrica de MCE son estables y competitivos. Programas de asistencia financiera como CARE (Tarifas Alternativas de Energía en California), FERA (Asistencia Federal para Tarifas de Electricidad) y la Asignación Médica Inicial (Medical Baseline) siguen igual con MCE. Si usted ya está inscrito en estos programas con PG&E, usted estará inscrito automáticamente con MCE. Cualquier cambio en las tarifas de MCE será anunciado en las reuniones públicas de la Junta Directiva de MCE. Cambios a las tarifas afectarán las comparaciones de costos entre MCE y PG&E. A los clientes de MCE, PG&E cobra mensualmente el Power Charge Indifference Adjustment (PCIA) y un Recargo de Franquicia. Estas tarifas están siempre incluidas en nuestras comparaciones de costos. Puedes ver estas comparaciones en www.es.mceCleanEnergy.org/rates o llame al 1 (888) 632–3674 (opreme 2 para español) para más información. Estas tarifas y comparaciones de costos pueden cambiar con el tiempo.

FACTURACIÓN

Usted recibirá una factura mensual de parte de PG&E, la cual incluye la entrega eléctrica de PG&E y las tarifas de generación eléctrica de MCE. Los cobros de generación eléctrica de MCE sustituyen los cobros de generación eléctrica de PG&E. El cobro de MCE no duplica, solo reemplaza. Si opta a no participar con MCE, PG&E reanudará el cobro por la generación eléctrica.

ENROLLMENT

MCE es una agencia pública sin–fines–de–lucro que ahora es el proveedor de generación eléctrica estándar en American Canyon. La ley de la Asamblea Estatal de California 117, aprobada y promulgada en 2002, establece que los programas de Community Choice Aggregation (CCA) como el de MCE, operan como el proveedor primario de servicios de generación eléctrica a través de un proceso de inscripción automática. A menos que opte a no participar, su cuenta estará inscrita en MCE Verde Claro, energía 50% renovable. Usted puede optar a no participar u optar por energía 100% renovable en cualquier momento. Para optar a no participar o para inscribirse en Verde Fuerte, llame al 1 (888) 632–3674 (opreme 2 para español) o visite es.mcecleanenergy.org/. Por favor tenga a mano la información de su cuenta de PG&E, para así procesar su solicitud.

OPTAR A NO PARTICIPAR

Usted puede optar a no participar con MCE en cualquier momento llamando al 1 (888) 632 3674 (opreme 2 para español) o visitando www.es.mceCleanEnergy.org/opt-out. Asegúrese de tener a mano la información de su cuenta de PG&E, para así procesar su solicitud. Si usted opta a no participar después de los primeros 60 días de servicio, usted tendrá que pagar una tarifa única administrativa de \$5 para su residencia o una tarifa de \$25 para su negocio. No tendrá la opción de volver al servicio de MCE por un año y estará sujeto a los términos y condiciones de servicio de PG&E. Para obtener información sobre los términos y condiciones de PG&E visite www.es.mceCleanEnergy.org/terms. No se le cobrará una tarifa administrativa si opta a no participar antes de iniciar el servicio de MCE, dentro de los primeros 60 días después de su inscripción con MCE, o si cancela su servicio de electricidad. Su solicitud de exclusión debe ser recibida cinco días laborales antes de que su medidor sea leído. Así se cambiará su servicio a PG&E antes de que comience su próximo ciclo de facturación. Su cuenta será transferida a PG&E en la fecha en que se lea su medidor porque no se puede transferir durante el ciclo de facturación. Se le cobrará por la electricidad obtenida por MCE en su nombre antes de la cancelación o transferencia del servicio eléctrico a PG&E.

FALTA DE PAGO

Si su cuenta no se ha pagado, MCE puede transferir su cuenta a PG&E 14 días después de haberle enviado una notificación por escrito. Al transferir su servicio, usted tendrá que pagar el cargo por terminación descrito anteriormente.

Basado en San Rafael, MCE es gobernado por una Junta Directiva conformada por funcionarios electos representando el condado y ciudades de Marin y Napa, y las ciudades de Benicia, El Cerrito, Lafayette, Richmond, Walnut Creek y San Pablo. Estamos comprometidos a proteger la privacidad de nuestros clientes. Aprende más en www.es.mceCleanEnergy.org/privacy



MCE Lafayette Community Outreach Plan

May– October 2016



The Lafayette Reservoir



Rising Loafer Café and Bakery, Lafayette

Map of Lafayette

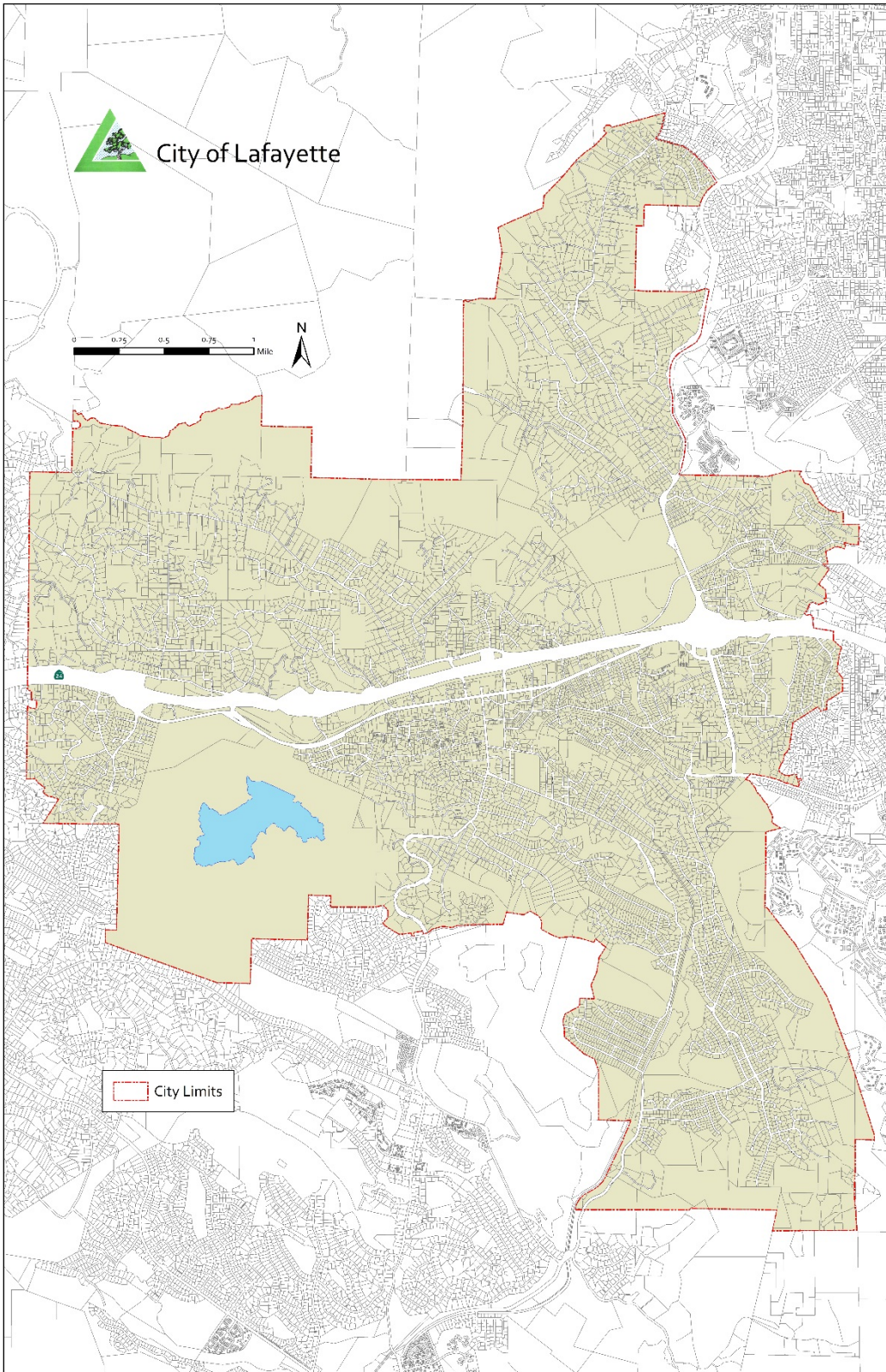


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Overview

MCE's Lafayette Community Outreach Plan combines strategies used successfully for previous enrollments (Marin 2010-12; Richmond 2013; unincorporated Napa County 2014-15; and Benicia, El Cerrito, and San Pablo 2015) with targeted strategies based on analysis of the electricity accounts in Lafayette, recognizing the unique characteristics and different information channels of this new service area.

This document serves as a roadmap for MCE's community outreach strategy for the electricity customers in Lafayette. The purpose of MCE's community outreach strategy is to reach as much of the Lafayette community as possible, including a demographically and socio-economically diverse collection of neighborhoods, to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

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.).

The MCE Lafayette Community Outreach Plan combines strategies used successfully for previous enrollments (Marin 2010-12; Richmond 2013; unincorporated Napa County, Benicia, El Cerrito, and San Pablo 2015) recognizing the unique characteristics and different information channels of the communities in Lafayette and provides an overview of the direct mail and advertising plan, meeting, event and presentation venues, and other strategies to facilitate community understanding of MCE and the new electricity options.

Introduction to MCE Lafayette

Since June of 2014, the Environmental Task Force of the City of Lafayette has conducted research about the feasibility of joining or forming a Community Choice Energy (CCE), also known as a Community Choice Aggregation (CCA).

On August 10, 2015, the City Council of the City of Lafayette adopted Resolution No. 2015-49 authorizing the City Manager, Steven Falk, to send a non-binding Letter of Intent to MCE requesting a membership analysis for Lafayette. On January 25, 2016, the City Council passed Resolution No. 2016-02 stating the City's intention to join MCE.¹

¹ City of Lafayette website, "Community Choice." <http://www.lovelafayette.org/city-hall/commissions-committees/environmental-task-force/community-choice> Accessed April 6, 2016.

On March 14, 2016, Lafayette’s City Council voted unanimously to join MCE in order to provide Lafayette residents a choice in where their energy is sourced, decrease greenhouse gas emissions, and promote energy efficiency within the city.² The MCE Board of Directors voted to admit Lafayette as a member at its April 21, 2016 meeting.³ MCE’s service area includes all of Marin County, all of Napa County, the City of Benicia in Solano County; and the fellow Contra Costa cities of El Cerrito, San Pablo, Richmond, and Walnut Creek.. MCE’s Implementation Plan was updated to include Walnut Creek, submitted to the California Public Utilities Commission on April 22, 2016, and approved on May 10, 2016.

MCE offers Lafayette residents and businesses a choice of affordable, renewable energy in competition, but also in partnership, with PG&E. For customers who elect to join 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 – at the same rates. Meanwhile, MCE provides the electric generation service, determining the sources of power, and replaces what PG&E would otherwise charge for electric generation.

As a not-for-profit, community-based electricity provider, MCE gives the Lafayette community more local control as to how and where its ratepayer dollars are spent. MCE is also governed by a Board of democratically elected leaders from each city and county within its service area, and Lafayette will be entitled to have a seat on this Board. MCE’s priorities include reinvesting revenues toward 1) reducing energy-related greenhouse gas emissions; 2) supporting local energy efficiency and renewable generation projects; and 3) maintaining competitive rates.

Residents and businesses in within Lafayette will soon have three choices for their electricity supply, in addition to PG&E’s options⁴: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; and MCE Local Sol 100% local solar.

Because California State law (Assembly Bill 117, 2002) requires CCA programs like MCE to become the default provider of electric generation service, customers will be automatically enrolled with MCE unless they choose to opt out and continue purchasing power from PG&E’s energy supply.

Light Green is MCE’s default service for automatic enrollment. If customers take no action, they will automatically jump from 30% to 50% renewable energy at the start of

² Lafayette City Council Meeting Agenda – March 14, 2016:

http://lafayette.granicus.com/GeneratedAgendaViewer.php?view_id=3&clip_id=2848 ³ MCE Resolution 2016-01: <https://www.mcecleanenergy.org/wp-content/uploads/2016/04/Resolution-2016-01-Aprvng-Cities-of-American-Canyon-Calistoga-et-al-as-MCE-Members.pdf>

³ MCE Resolution 2016-01: <https://www.mcecleanenergy.org/wp-content/uploads/2016/04/Resolution-2016-01-Aprvng-Cities-of-American-Canyon-Calistoga-et-al-as-MCE-Members.pdf>

⁴ Visit www.pge.com to learn more about other PG&E service options

their September 2016 billing period, which varies by customer. Customers may request to opt out of MCE service at any time on or after May 20, 2016.

Customers may also request to enroll in MCE’s Deep Green 100% renewable energy service on or after May 20, 2016. Deep Green is a 100% renewable energy product sourced primarily from wind and solar projects.

Early requests to enroll in MCE’s Local Sol 100% local solar option are also being accepted and added to a waitlist. Service for Local Sol is expected to begin in late 2016. Local Sol is sourced completely from one solar system in Novato, California. Customers who choose MCE’s Local Sol option will purchase all of their electricity from this 1.5 megawatt photovoltaic solar facility currently under construction at the Cooley Quarry in Novato. Early requests to enroll in MCE’s Local Sol option are being accepted and added to a growing waitlist. Service for Local Sol is scheduled to begin in 2016. Enrollment in Local Sol is limited. Once this current project is fully enrolled, there is the possibility to build other Local Sol type projects in MCE’s service area, including in Lafayette.

Customers who opt out after 60 days of service with MCE 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 year⁵. There is no fee for customers who opt out before MCE service starts or within the first 60 days of service.

Community Demographics⁶

<i>Population estimates, July 1, 2014, (V2014)</i>	25,473
<i>Persons under 18 years, percent, April 1, 2010</i>	24.9%
<i>Persons 65 years and over, percent, April 1, 2010</i>	16.6%
<i>Female persons, percent, April 1, 2010</i>	51.4%
<i>White alone, percent, April 1, 2010 (a)</i>	84.7%
<i>Hispanic or Latino, percent, April 1, 2010 (b)</i>	5.8%
<i>Foreign born persons, percent, 2010-2014</i>	13.6%
<i>Owner-occupied housing unit rate, 2010-2014</i>	74.8%
<i>Persons per household, 2010-2014</i>	2.68
<i>Veterans, 2010-2014</i>	1,401
<i>Living in same house 1 year ago, percent of persons age 1 year+, 2010-2014</i>	92.1%
<i>Non-English language spoken at home, for persons 5 years+, 2010-2014</i>	15.2%

⁵More information on PG&E’s terms of service can be found here: www.mcecleanenergy.org/terms

⁶ All information taken from the census data: <http://www.census.gov/>

<i>High school graduate or higher, percent of persons age 25 years+, 2010-2014</i>	97.8%
<i>Bachelor's degree or higher, percent of persons age 25 years+, 2010-2014</i>	74.0%
<i>Mean travel time to work (minutes), workers age 16 years+, 2010-2014</i>	30.1
<i>Median household income (in 2014 dollars), 2010-2014</i>	\$138,073
<i>Persons in poverty, percent</i>	4.7%
<i>Population per square mile, 2010</i>	1,569.7

MCE Customer Service

MCE provides customer service via telephone, email, letter and in-office meetings.

1 (888) 632-3674

info@mceCleanEnergy.org

1125 Tamalpais Avenue
San Rafael, CA 94901

The call center is dedicated to assisting customers with questions and processing opt outs and opt up enrollments. Call center representatives are available 24 hours a day, 7 days a week between May 19, 2016, and November 30, 2016 to process opt out requests. Regular call center hours, for all other inquiries, are Monday-Friday, 7 A.M. to 7 P.M. Translation services for more than 100 languages are also available to non-English and non-Spanish speaking callers.

The info@mceCleanEnergy.org email address is monitored and maintained by MCE senior customer service staff; MCE's standard procedure is to make all reasonable efforts to respond to emails within one business day. In addition to calling or using the MCE website, customers may request to opt out or up via the info@mceCleanEnergy.org email by sending their PG&E account number, name and address.

MCE will provide in-office support at the City of Lafayette offices for two days after the first enrollment notices are delivered, in order to respond to any public inquiries relating to enrollment and/or opting out. For a list of dates that MCE will be available on-site in city or town halls, visit www.mceCleanEnergy.org/events. MCE will also provide information to city or town staff so that they can respond to public inquiries and direct them to MCE as needed. Because the second notice is sent to customers throughout the County according to meter read date, if additional MCE staff presence is requested, MCE will locate a staff member in one location in the County and include that information on the notice.

MCE's San Rafael office customer service hours are Monday – Friday from 9 A.M. to 4 P.M.

Community Leader Advisory Group

Local input is central to MCE's mission, so forming a voluntary Community Leader Advisory Group (CLAG) to guide outreach efforts is a priority. MCE proposes that the CLAG be composed of various community representatives with diverse perspectives. Examples include people from industry and business associations, sustainability, English as a Second Language (ESL), or senior-focused community organizations and local government officials or staff from each of the five jurisdictions. MCE will also ensure that invited CLAG participants include community members who are openly opposed to Lafayette's inclusion in MCE, as well as those who are supportive, and/or undecided. Participants are invited based on consultations with city staff and council. Specific duties of the CLAG are listed below.

- Meet to advise on outreach. This group will provide valuable insight to MCE helping to determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of Lafayette.
- Review and provide feedback on enrollment notices. CLAG participant feedback will be incorporated into the notices. Although State law requires certain language to be included, MCE strives to customize these notices where possible, so that they facilitate informed decision-making by electricity customers in new communities.
- Help organize and promote MCE-hosted town hall-style meetings. These meetings will provide an additional venue to provide residents and businesses information and answer questions about the new energy choices available. COFG participants can help organize and promote attendance at these meetings. Similarly, a COFG participant could invite MCE to give a presentation to groups in their networks, such as groups of businesses they know, or at their places of worship.

Communitywide Outreach Strategies

Mailed Enrollment Notices

Enrollment notices will be sent to every electricity customer in Walnut Creek, as required by California law, which 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 notices, mailed in English and Spanish, will inform customers of the September enrollment, along with MCE's Terms & Conditions of Service, with instructions on how to opt out if they'd like to stay with PG&E's electricity supply. The notices will also include a referral to the website, which is available in Spanish and has online Google

translation options for other languages (including but not limited to Russian, Chinese, Lao, and Vietnamese).

Three notices will be mailed before enrollment and two will be mailed after service starts. The first notice will be mailed in batches through early and mid-June 2016. The second and third notices will be sent within 60 days prior to the start of service, depending on the date of MCE service start (e.g. some start first week of September and others the second week of September, depending on the start of their billing period). The fourth and fifth notices will be sent within 60 days after starting service. If a customer opts out, they will not receive additional enrollment notices.

Lafayette Enrollment Notice Schedule:

Notice 1 (mailed letter in envelope)

- Late-June

Notice 2 (mailed letter in envelope)

- Late-July to mid-August – staggered by service start date

Notice 3 (mailed tri-fold brochure)

- Mid-August to early-September– staggered by service start date

SEPTEMBER ENROLLMENT

Notice 4 (mailed tri-fold brochure)

- September to October – staggered by service start date

Notice 5 (mailed tri-fold brochure)

- October to November– Staggered by service start date

Advertising

MCE further seeks to inform Lafayette ratepayers about MCE and the enrollment process via conventional advertising methods, which could include the following:

Print Advertising

- East bay Times Times
- Lafayette Today
- Lamorinda Times

Outdoor Advertising

- Billboards
- The County Connection Transit
- BART

Digital Advertising

- Geographically targeted web-based advertising
- Promotional social media posts

City of Lafayette Communication Channels

The City has identified the following outreach channels to share information with the community:

- Vistas (City Manager Newsletter)
- City Manager Friday Message

MCE Lafayette Webpage

MCE will create a webpage (www.mceCleanEnergy.org/Lafayette) dedicated to the Lafayette 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, frequently asked questions and a calendar of community events where MCE will be present.

Community Events and Tabling

MCE will participate in community events to distribute MCE information and literature. Events may include but need not be limited to the following:

- Earth Day Events
- Farmer's Markets (Maybe in downtown Walnut Creek Sundays).
- Lafayette Community Garden
- Table in front of grocery stores
- Art & Wine

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 members and networks about MCE service. MCE will contact the following entities.

- Sustainable Lafayette
- Lafayette Rotary (two Rotaries)

- Rancho Colorados Swim and Tennis Club
- Lafayette Tennis Club
- Lafayette Juniors
- Lamorinda Democratic Club
- Lamorinda Republican Club
- Global Student Embassy
- Places of Worship
 - Lafayette Christian Church
 - Lafayette Orinda Presbyterian Church
 - Lafayette United Methodist Church
 - Living Hope Fellowship
 - Our Saviors Lutheran Church
 - St. Anselm's Episcopal Church
 - St. Perpetua Church
 - Temple Isaiah
- Water Districts
- Lafayette Community Garden
- Lafayette Libraries
- Lafayette Community Center – Senior Services Group
- Off the Grid
- Lafayette Chamber of Commerce
- Acalanes Fellowship Lodge #480
- Cooking with Kids Foundation
- Court Appointed Special Advocates (CASA) of Contra Costa County
- Diablo Ballet
- Diablo View Rotary
- EASTBAY Works - One Stop Career Center
- Employment and Human Services Department
- Junior League of Oakland-East Bay, Inc.
- La Clinica de La Raza, Inc.
- Lafayette Community Foundation
- Lafayette Historical Society
- Lafayette Improvement Assoc.
- Lafayette Juniors
- Lafayette Library & Learning Center Foundation
- Lafayette Partners in Education
- Lamorinda Arts Council
- Lamorinda Democratic Club
- Lamorinda Moms
- Lamorinda Republican Women Federated
- Lamorinda Village

- Lamorinda Winegrowers Assoc.
- Las Trampas, Inc.
- Lindsay Wildlife Museum
- Loaves and Fishes of Contra Costa
- Monument Crisis Center
- Mt. Diablo Business Women
- Muir Heritage Land Trust
- Notes4Hope
- Pear's Pack - National Multiple Sclerosis Society
- Rotary Club of Lafayette
- Rotary Club of Lamorinda Sunrise
- Soroptimist International of 24-680
- Sustainable Lafayette
- Trust In Education
- WomenSing
- Workforce Development Board of CCC-EHSD
- Youth Homes, Inc.

Homeowners Associations

- Acalanes Valley & Ridge Neighborh'd Assn
- Acalanes Valley HOA
- Andreasen Drive HOA
- Brown Avenue HOA
- BurtonValley.com HOA
- Chapel Drive HOA
- Circle Creek HOA
- Crescent Moon HOA
- Deerhill Park HOA
- Diablo Oaks HOA
- Echo Springs Road HOA
- Green Valley HOA
- Happy Valley Highlands HOA
- Happy Valley Improvement Assn.
- Johnson Road Homeowners
- Lafayette Homeowners Council
- Lafayette Oaks HOA
- Lafayette Orchards HOA
- Lafayette Pointe HOA
- Lafayette Valley Estates HOA
- Las Trampas Neighbors

- Los Palos Estates HOA
- Lucas Drive Neighbors
- McEllen Homeowners
- Michael Lane Homeowners
- Mountain View Drive HOA
- Mountain View Lane HOA
- Northridge HOA
- Oak Hill Road HOA
- Olympic Oaks HOA
- Phillips Road Neighbors
- Pleasant Hills & Valleys AOH
- Powell Drive Neighbors
- Prado Way HOA
- Rancho View Knolls HOA
- Reliez-Richelle Ct. HOA
- Rohrer Drive HOA
- Rose Lane Neighborhood HOA
- Secluded Valley HOA
- Sessions Road Neighbors
- Sharon Court Neighbors
- Silver Dell HOA
- Silver Springs HOA
- Sky Hy Homeowners' Assn.
- So. Lafayette Improvement Assn.
- Southampton Place
- Springbrook Neighborhood Association
- Springhill Valley Association
- St. Marys Orchards HOA
- Sunnybrook Homeowners
- Sweet Homeowners Assn.
- Tanglewood HOA
- Toledo Drive HOA
- Topper Lane HOA
- Upper Brook Street Neighbors
- Valente Court HOA
- Valley View Estates Improvement Assn.

Apartment Complexes

- Acalanes Apartments
- Almanor Court
- Belle Terre/Eden Housing

- Brook Garden
- Brookstreet Park Apartments
- Lafayette Commons Apartments
- Lafayette Convalescent Hospital
- Lafayette Gardens Assisted Living
- Lafayette Highlands Apartments
- Lafayette Oaks Apartments
- Lafayette Patio Apartments
- Orchard Hill Court
- Park Lafayette
- Redwood Creek Apartments
- Redwood Patio Apartments
- The Hillside Apartments
- The Stratford at Countrywood Senior Living
- The Woodbury
- Tiffany Plaza
- Town Center Apartments
- Versailles Apartments

The following organizations work in both Lafayette and Walnut Creek and therefore have value to reaching both simultaneously.

- Whole Foods
- Girl Scouts
- Macaroni Kid
- Meals on Wheels
- Interfaith Climate Action Network
- East Bay Energy Watch
- Bike East Bay
- Sustainable Contra Costa
- California Youth Energy Services Program

City Commissions, Boards, and School Districts

MCE will work with municipal staff to contact City Commissions and local school districts 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. MCE will contact the following school entities.

Public Schools:

- Lafayette and Acalanes School District

Private Schools:

- Contra Costa Jewish Day School
- Diablo Valley Montessori School
- Meher School
- Springstone School
- St. Perpetua's Catholic School
- The Bentley School

Commercial and Industrial Businesses

Of all customer rate classes, commercial and industrial customers generally consume the largest amount of electricity. Consequently, they have the opportunity to reduce the largest portions of energy-related greenhouse gas emissions.

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

- Diablo Foods
- Oakwood Athletic Club
- Lafayette Park Hotel
- Chow
- Smart Bicycle
- Contra Costa Small Business Dev. Center

Winners of the Lafayette Green Award

- Rising Loafer
- Metro Lafayette
- Hunsucker Goodstein PC.
- The Fresh Connection
- Friends Corner Book Shop
- Whole Foods
- Mechanics Bank
- Lafayette Community Garden
- Clocks, Etc.
- ECOLunchboxes.com
- The Ecohouse Project
- Lafayette Car Wash & Detail Center
- Douglah Designs

Lafayette Green Businesses

- Absolute Center
- Blue Heron Graphics
- City of Lafayette
- EBMUD Lafayette WTP
- Elmwood Stationers
- Lafayette Chamber of Commerce
- Lafayette Tree & Landscape
- Mechanics Bank
- Shred Defense
- Stillpoint Integrative Health Center
- Tara Natural Medicine
- Temple Isaiah
- Yankee Pier Restaurant
- Cake.
- Chow
- Clocks, Etc.
- Diablo Valley Carpet
- Friends Corner Book Shop
- Hunsucker Goodstein PC
- Lafayette Art Gallery
- Lafayette Car Wash & Detail Center
- Lafayette Park Hotel & Spa
- Lamorinda Music
- Metro Lafayette
- Minuteman Press
- Nerd4Rent, Inc.
- Pizza Antica
- Poster Compliance Center
- Sustainable Lafayette
- The Mechanic Lafayette
- Town Hall Theatre Company of Lafayette
- Veterans Memorial Building in Lafayette

MCE will directly contact the largest employers in Lafayette 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, and from other available sources.

The following is a list of the major employers in Lafayette:⁷

- McCaulou’s
- Trader Joe’s
- Whole Foods
- Safeway
- City of Lafayette
- School districts

Individuals for whom English is a Second Language (ESL)

MCE will also focus specific outreach to individuals to whom English might be a second language (ESL). While the ESL population in Walnut Creek is relatively small, 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 has Spanish speaking customer service specialists available through its call center.

MCE will be available to community based organizations to offer a presentation (at a meeting or community event), provide information for newsletters or websites, and/or partner in any other way to inform their staff, members, and/or networks about MCE’s coming service.

Low Income Residents and California Alternate Rates of Energy (CARE) customers

Customers who qualify for the standard energy discounts are another constituency group that will receive special consideration in MCE’s outreach. 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; their discount will remain the same.

For a single family residence, the CARE discount can reduce a customer’s energy bill by at least 20%.⁸ Eligibility for the CARE discount is determined as follows:

Number of Persons in Household	Total Gross Annual Household Income
1-2	\$31,860 or less
3	\$40,180 or less

⁷ <http://www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000055>

⁸ For more information on the CARE program, please refer to PG&E’s website:

http://www.pge.com/en/myhome/saveenergymoney/financialassistance/care/index.page?WT.mc_id=Vanity_care

4	\$48,500 or less
5	#56,820 or less
6	\$65,140 or less
7	\$73,460 or less
8	\$81,780 or less
Each additional person, add	\$8,320

Since potential changes to a utility bill will especially impact those with lower income, MCE will focus outreach to low income residents by contacting 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 may include:

- Meals on Wheels and Senior Outreach Services
- Residents/property managers of affordable housing developments in Lafayette

Seniors

Because senior citizens may live on fixed incomes or have special electricity discounts, MCE makes outreach to seniors a high priority.

MCE will contact the following community based organizations that work specifically 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.

- Lafayette Community Center
- City of Lafayette Senior Services Program

Net Energy Metering Customers

According to Contra Costa County’s building inspection department’s database, in 2015 alone, a total of 195 permits were pulled for solar projects in Lafayette. MCE has a Net Energy Metering (NEM) program for residences and businesses with solar installations⁹. For NEM customers, a meter tracks the difference between the amount of electricity solar panels produce and the amount of electricity used during each

⁹ MCE’s Net-Energy Metering (NEM) program may be available for other qualifying, small-scale renewable energy technologies besides photovoltaic (PV) solar. These could include wind, biopower, micro-hydroelectric resources, etc.

billing cycle. When more electricity is produced than used, a credit is generated for the excess power.

For any excess electricity a solar system produces, MCE credits customers at the Deep Green premium rates (MCE's full Light Green retail rates + \$0.01/kWh). Excess credits roll over each month and never zero out. NEM accounts with credits over \$100 can be "cashed out" each year in April. MCE bills monthly, so annual "true-ups" are smaller.

Please note that when a NEM account enrolls with MCE, PG&E performs a "true-up" and bills that account for all electric charges incurred since their last "true-up" statement.

To educate solar customers, MCE will send customized enrollment notices to NEM customer accounts, discuss NEM account considerations during public presentations, and distribute NEM-specific outreach materials (e.g., one-page flyers) at community events. MCE will also contact solar businesses to ensure that they are aware of MCE's NEM program.

General Outreach Timeline

April

- Draft MCE Lafayette Community Outreach Plan
- Solicit input from municipal staff on outreach plan
- Present updated plan to City Council Members
- Begin outreach to community leaders as possible CLAG participants
- Identify influential local businesses to highlight in ads/mailers

May

- Publish MCE Lafayette webpage (www.mceCleanEnergy.org/Lafayette)
- Provide community outreach plan to MCE Executive Committee
- Provide municipal staff with MCE basic informational document to respond to public inquiries
- Contact community groups and offer to present at their meetings and events
- Begin presentations to organizations, attend organizational events, and circulate MCE information in community newsletters and on websites (May onward)
- Customers may request to opt out or up

June

- Host first Lafayette CLAG meeting to discuss outreach lists, enrollment notices, community workshops

- Mail enrollment notice 1
- MCE staff presence at Lafayette City Hall following first notice mailing
- Contact community groups and offer to present at their meetings and events
- Commence advertising plan (June – October)

July

- Mail enrollment notice 2
- Mid-July enrollment notice 3 (Email)
- Mail enrollment notice 2 (notices staggered by customer service start date)
- Contact community groups and offer to present at their meetings and events
- Conduct first COFG meeting
- Conduct MCE-hosted town-hall style community workshop

August

- Early August Mail enrollment notice 4 (letter)
- Enroll customers with MCE Light Green 50% renewable energy service
- Conduct CLAG meeting
- Mail enrollment notices 2 and 3 (notices staggered by customer service start dates)
- Conduct MCE-hosted town-hall style community workshop

September

- MCE scheduled to reduce rates by 9%
- Commence automatic enrollment; all customers who have not opted out will jump from 30% to 50% renewable energy service with MCE Light Green
- Mail enrollment notice 3 and 4 (notices staggered by customer service start dates)

October

- Mail enrollment notice 4 and 5 (notices staggered by customer service start dates)

November

- Conduct COFG meeting to discuss future MCE community involvement
- Mail enrollment notice 5 (notices staggered by customer service start dates)



MCE Napa County Community Outreach Plan

May– October 2016



The Montañez family, Calistoga



Hot air balloons over Napa County

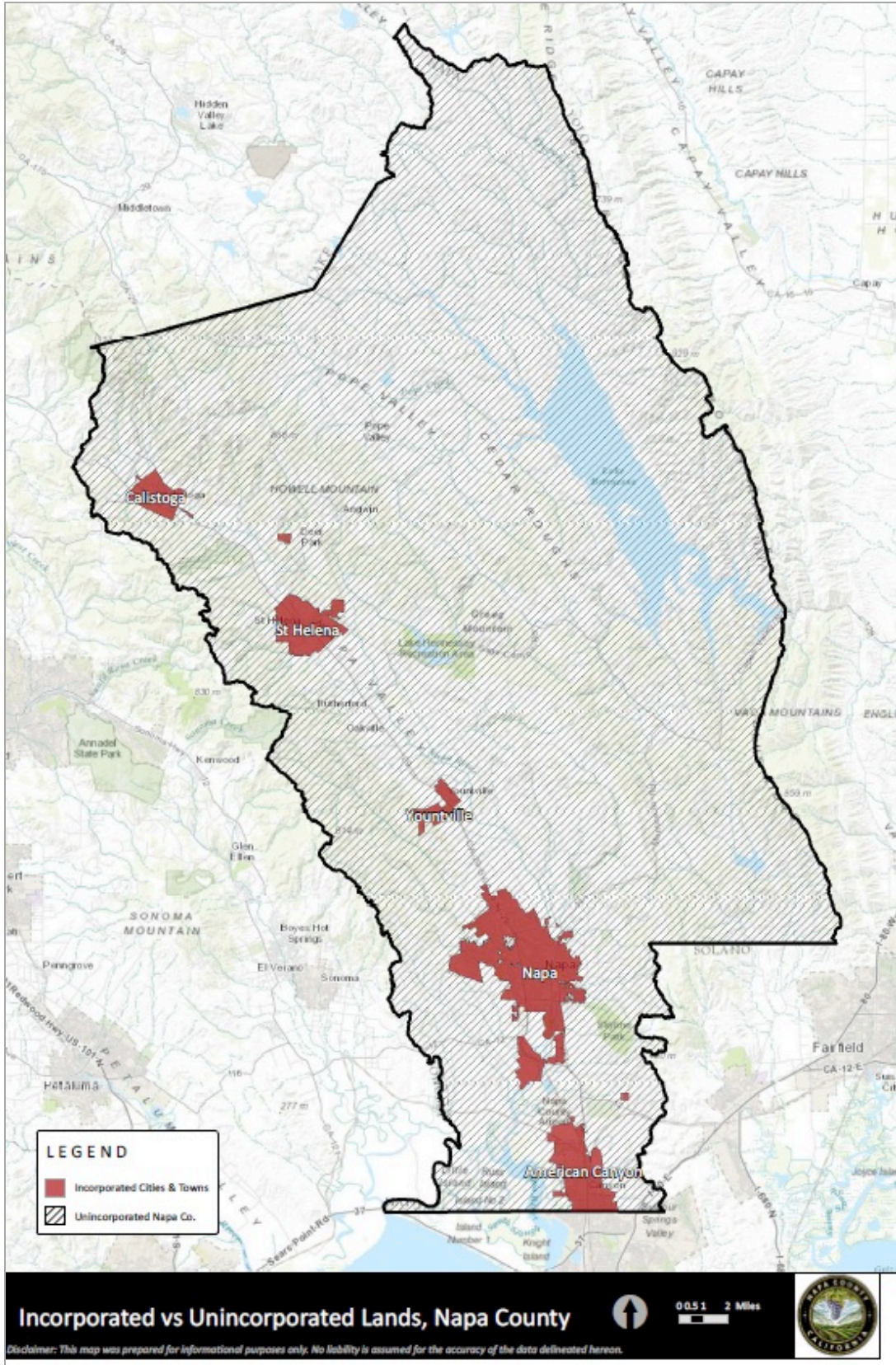


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Overview

This document serves as a roadmap for MCE's community outreach strategy for the electricity customers within the incorporated cities and towns of Napa County. The purpose of MCE's community outreach strategy is to reach as much of the Napa County community as possible, including a demographically and socio-economically diverse collection of neighborhoods, to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

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.).

The MCE Napa County Community Outreach Plan combines strategies used successfully for previous enrollments (Marin 2010-12; Richmond 2013; unincorporated Napa County, Benicia, El Cerrito, and San Pablo 2015) recognizing the unique characteristics and different information channels of the communities in Napa County and provides an overview of the direct mail and advertising plan, meeting, event and presentation venues, and other strategies to facilitate community understanding of MCE and the new electricity options.

Introduction to MCE Napa County

In 2014 the Napa County Board of Supervisors voted to join MCE. MCE launched service to customers in unincorporated Napa County in February 2015. MCE's service area also includes all of Marin County, the City of Benicia in Solano County, and the Cities of El Cerrito, Lafayette, Richmond, San Pablo and Walnut Creek in Contra Costa County.

The five jurisdictions within Napa County, including American Canyon, Calistoga, Napa, St. Helena, and Yountville, have voted¹ to join MCE to give residents and business a choice in where their power is purchased. The MCE Board of Directors voted to admit the five jurisdictions as members at its April 21, 2016 meeting. MCE's Implementation

¹ Calistoga's October 20, 2015 City Council Meeting:

<http://www.ci.calistoga.ca.us/Home/Components/Calendar/Event/2500/272?npage=2&toggle=allpast>

American Canyon's November 3, 2015 City Council Meeting:

<https://cityofamericancanyon.civicweb.net/Portal/MeetingInformation.aspx?Org=Cal&Id=151>

St Helena's December 8, 2015 City Council Meeting:

<http://www.ci.st-helena.ca.us/sites/default/files/1.12-08-2015%20Agenda.pdf>

The City of Napa's January 19, 2016 City Council Meeting:

<http://www.napa-ca.gov/sirepub/pubmtgframe.aspx?meetid=302&doctype=agenda>

Yountville's March 1, 2016 Council Meeting:

<https://townofyountville.legistar.com/MeetingDetail.aspx?ID=440746&GUID=7386ABDF-2508-42D6-BB6A-7EB480066B33&Options=info&Search>

Plan was updated to include the five jurisdictions, submitted to the California Public Utilities Commission on April 22, 2016, and approved on May 10, 2016.

MCE offers Napa County 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 service including operating power lines, reading meters, issuing monthly bills and providing the same maintenance and repair services it always has – at the same rates. MCE provides the electric generation service, determining the sources of power, and replaces what PG&E would otherwise charge for electric generation.

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

Residents and businesses in the jurisdictions within Napa County will soon have three MCE choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; MCE Local Sol 100% local solar; or customers can choose to opt out and keep PG&E's 30%² renewable generation service or one of their other options³.

Because California State law (Assembly Bill 117, 2002) requires Community Choice Aggregation (CCA) programs like MCE to become the default provider of electric generation service, customers will be automatically enrolled with MCE unless they choose to opt out and continue purchasing PG&E's energy supply.

Light Green is MCE's default service for automatic enrollment. If customers take no action, they will automatically jump from 30% to 50% renewable energy at the start of their September 2016 billing period, which varies by customer. Customers may request to opt out of MCE service at any time on or after May 20, 2016.

Customers may also request to enroll in MCE's Deep Green 100% renewable energy service on or after May 20, 2016. Early requests to enroll in MCE's Local Sol 100% local solar option are also being accepted and added to a waitlist. Service for Local Sol is expected to begin in late 2016.

Customers who opt out after 60 days of service with MCE will be subject to a one-time \$5 (residential) or \$25 (commercial) administrative fee. Customers will also be subject to

² As reported in the Annual Report to the California Energy Commission Power Source Disclosure Program in June 2016 (www.energy.ca.gov/sb1305/labels)

³ Visit www.pge.com to learn more about other PG&E service options

PG&E's terms and conditions of service and will not be able to return to MCE service for 1 year⁴. There is no fee for customers who opt out before MCE service starts or within the first 60 days of service.

MCE Customer Service

MCE provides customer service via telephone, email, letter and in-office meetings.

1 (888) 632-3674

info@mceCleanEnergy.org

1125 Tamalpais Avenue
San Rafael, CA 94901

The call center is dedicated 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 May 19, 2016, and November 30, 2016 to process opt out requests. Regular call center hours, for all other inquiries, are Monday-Friday, 7 A.M. to 7 P.M. Translation services for more than 100 languages are also available to non-English and non-Spanish speaking callers.

The info@mceCleanEnergy.org email address is monitored and maintained by MCE senior customer service staff; MCE's standard procedure is to make all reasonable efforts to respond to emails within one business day. Customers may request to opt out via the info@mceCleanEnergy.org email by sending their PG&E account number, name and address.

MCE will provide in-office city or town hall support for two days after the first enrollment notices are delivered, in order to respond to any public inquiries relating to enrollment and/or opting out. For a list of dates that MCE will be available on-site in city or town halls, visit www.mceCleanEnergy.org/events. MCE will also provide information to city or town staff so that they can respond to public inquiries and direct them to MCE as needed. Because the second notice is sent to customers throughout the County according to meter read date, if additional MCE staff presence is requested, MCE will locate a staff member in one location in the County and include that information on the notice.

MCE's San Rafael office customer service hours are Monday – Friday from 9 A.M. to 4 P.M.

Community Leader Advisory Group

Local input is central to MCE's mission, so forming a volunteer Community Leader Advisory Group (CLAG) to guide outreach efforts is a priority. MCE proposes that the CLAG be composed of various community representatives with diverse perspectives. Examples include people from industry and business associations, sustainability, English

⁴More information on PG&E's terms of service can be found here: www.mcecleanenergy.org/terms

as a Second Language (ESL), or senior-focused community organizations and local government officials or staff from each of the five jurisdictions. MCE will also ensure that invited CLAG participants include community members who are openly opposed to incorporated Napa County's inclusion in MCE, as well as those who are supportive, and/or undecided. Participants are invited based on consultations with city staff and council. Specific duties of the CLAG are listed below.

- Meet to advise on outreach. This group will provide valuable insight to MCE helping to determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of incorporated Napa County.
- Review and provide feedback on enrollment notices. CLAG participant feedback will be incorporated into the notices. Although State law requires certain language to be included, MCE strives to customize these notices where possible, so that they facilitate informed decision-making by electricity customers in new communities.
- Help organize and promote MCE-hosted town hall-style meetings. These meetings will provide an additional venue to provide residents and businesses information and answer questions about the new energy choices available. CLAG participants can help organize and promote attendance at these meetings. Similarly, a CLAG participant could invite MCE to give a presentation to groups in their networks, such as groups of businesses they know, or at their places of worship.

Communitywide Outreach Strategies

Mailed Enrollment Notices

Enrollment notices will be sent to every electricity customer in incorporated Napa County, as required by California law, which 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 notices, mailed in English and Spanish, will inform customers of the September enrollment, along with MCE's Terms & Conditions of Service, with instructions on how to opt out if they'd like to stay with PG&E's electricity supply. The notices will also include a referral to the website, which is available in Spanish and has online Google translation options for other languages (including but not limited to Chinese, Lao, and Vietnamese).

Three notices will be mailed before enrollment and two will be mailed after service starts. The first notice will be mailed in late-May through mid-July 2016, depending on the city or town. American Canyon customers will receive their first notices in late-May; Yountville and Calistoga in early-June, St. Helena in mid-June; and Napa in late-June through mid-July.

The second and third notices will be sent within 60 days prior to the start of service, depending on the date of MCE service start (e.g. some start first week of September and others the second week of September, depending on the start of their billing period). The fourth and fifth notices will be sent within 60 days after starting service. If a customer opts out, they will not receive additional enrollment notices.

Incorporated Napa County Enrollment Notice Schedule:

Notice 1 (mailed letter in envelope)

- Late-May to mid-July – staggered by community

Notice 2 (mailed letter in envelope)

- Late-July to mid-August – staggered by service start date

Notice 3 (mailed tri-fold brochure)

- Mid-August to early-September– staggered by service start date

SEPTEMBER ENROLLMENT

Notice 4 (mailed tri-fold brochure)

- September to October – staggered by service start date

Notice 5 (mailed tri-fold brochure)

- October to November– Staggered by service start date

Advertising

MCE further seeks to inform incorporated Napa County residents and businesses about MCE and the enrollment process through the following conventional advertising methods.

Print Advertising

- The American Canyon Eagle
- Napa Valley Market Place Magazine
- Napa Valley Register
- St. Helena Star
- The Weekly Calistoga
- Yountville Sun

Outdoor Advertising

- Billboards
- VINE Transit

Digital Advertising

- Geographically targeted web-based advertising

- Promotional social media posts

Radio Advertising

- KVON 1440 AM Wine Country News Talk
- 99.3 FM The Vine
- ESPN Deportes

Napa Public Television

MCE Napa County Webpage

MCE created a webpage dedicated to the incorporated Napa County enrollment and will include the URL on customer outreach materials. The webpage includes the enrollment timeline, information on the electricity choices available to customers including the choice to opt out, cost comparisons, frequently asked questions and a calendar of community events where MCE will be present.

Community Events & Tabling

MCE will pursue participation in the following community events to distribute MCE information and literature.

- Annual Bike Fest
- Annual Race for Education
- Community Forums
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Libraries (twice a month in each jurisdiction)
- Music in the Parks
- Napa Community Wide Yard Sale
- Napa County Fair in Calistoga
- Napa RCD (Resource Conservation District)
- Napa Town & Country Fair in Napa
- Other events as suggested by staff and the CLAG
- Yountville Climate Action Community Workshop
- Yountville Yard Sale

Targeted Outreach Strategies

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. MCE will contact the following entities.

- Calistoga Rotary
- Calistoga Soroptimists
- Kiwanis Clubs
- Napa Recycling and Waste bill inserts
- Napa Sunrise Rotary
- Napa Valley Can Do
- Next Door (Social Media platform on which we will ask jurisdictions and individuals to post)
- North Napa Rotary
- Places of Worship
- Rotary Club of Napa
- Sierra Club, Redwood Chapter/Napa Group
- St. Helena Rotary
- Sustainable Napa County
- Thrive Napa Valley
- Upper Valley Disposal Services bill inserts
- US Green Building Council – Napa Chapter
- Water Districts

City Commissions, Boards, and School Districts

MCE will work with municipal staff to contact City Commissions and local school districts 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.

Commercial & Industrial Businesses

Commercial and industrial customers consume the majority of electricity in incorporated Napa County. Consequently, they have the opportunity to reduce the largest portions of energy-related greenhouse gas emissions.

MCE will contact organizations/trade organizations that work with Napa County 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. MCE will contact the following entities.

- American Canyon Chamber of Commerce
- Calistoga Chamber of Commerce
- Hispanic Chamber of Commerce
- Napa Chamber of Commerce
- Napa County Farm Bureau
- Napa Valley Grapegrowers
- Napa Valley Vintners
- St. Helena Chamber of Commerce
- Visit Napa Valley
- Yountville Chamber of Commerce

MCE will directly contact the following largest employers⁵ in Napa County to offer a presentation about MCE (to key staff or all staff), and to provide information for their employees.

Largest Employers

- Auberge Du Soleil
- Cal-Mart Calistoga
- Central Valley Builders
- Domaine Chandon
- Health & Human Svc Agency
- Home Depot
- Indian Springs Hotel and Resort
- Marriott-Napa Valley & Spa
- Meritage Resort & Spa
- Napa County & Community School
- Napa County Children's Ctr
- Napa Valley College
- Owens Corning
- Pavilion-Vintage Estate
- Queen of the Valley Med Ctr
- Silverado
- Solage Hotel
- St. Helena Hospital
- Stone Bridge Cellars Inc.
- Sutter Home Winery
- Syar Industries

⁵ <http://www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000055>

- Treasury Wine Estates
- Trinchero Family Estates
- Universal Protection Svc
- Veterans Home
- Walmart Supercenter

Individuals for whom English is a Second Language

MCE will focus specific outreach to individuals to whom English might be a second language. Up to 50% of the population in Napa County's incorporated communities speak a language other than English at home. The most common non-English language is Spanish and there is also a significant Tagalog population in American Canyon⁶.

MCE has a Spanish website, will provide Spanish printed informational materials, and also has Spanish speaking customer service specialists available through its call center. There are also call center translation options for more than 100 languages including Tagalog, Cantonese, Mandarin, Lao, and Vietnamese.

MCE will post flyers and/or postcards at local Hispanic markets throughout the communities (for example, in Napa at the Riverpark shopping center, Lola's on Old Sonoma, and Mi Familia on Kilburn).

MCE will also contact the following 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.

- Calistoga Elementary School/ Upper Valley Family Center
- Clinic Ole/St. Helena Medical Specialists
- Fair Housing Napa Valley
- Filipino-American Association of American Canyon
- Hispanic Chamber of Commerce
- Napa County Hispanic Network
- Napa NonProfits
- Napa Valley Community Housing
- Puertas Abiertas
- Somos Napa

⁶ <http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>,
<http://statisticalatlas.com/place/California/American-Canyon/Languages>

Low-Income Customers

Customers who qualify for the standard energy discounts are another constituency group that will receive special consideration in MCE’s outreach. 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; their discount will remain the same.

For a single family residence, this CARE discount eligibility is broken down as follows:

Number of Persons in Household	Total Gross Annual Household Income
1-2	\$31,860 or less
3	\$40,180 or less
4	\$48,500 or less
5	\$56,820 or less
6	\$65,140 or less
7	\$73,460 or less
8	\$81,780 or less
Each additional person, add	\$8,320

Since potential changes to a utility bill will especially impact those with lower incomes, MCE will focus outreach to low-income residents by contacting community based organizations that work specifically with low-income residents, such as affordable housing developments, 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.

Seniors

Because senior citizens may live on fixed incomes or have special electricity discounts, MCE makes outreach to seniors a priority. 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 contact the following community based organizations that work specifically 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.

- Area Agency on Aging serving Napa and Solano Counties
- Healthy Aging Population Initiative
- Napa NonProfits Coalition
- Rianda House Senior Activity Center
- St. Helena Medical Specialists (Adventist health)

Net Energy Metering Customers

MCE has a Net Energy Metering (NEM) program for residences and businesses with solar installations⁷. For NEM customers, a meter tracks the difference between the amount of electricity solar panels produce and the amount of electricity used during each billing cycle. When more electricity is produced than used, a credit is generated for the excess power.

For any excess electricity a solar system produces, MCE credits customers at the Deep Green premium rates (MCE's full Light Green retail rates + \$0.01/kWh). Excess credits roll over each month and never zero out. NEM accounts with credits over \$100 can be "cashed out" each year in April. MCE bills monthly, so annual "true-ups" are smaller.

Please note that when a NEM account enrolls with MCE, PG&E performs a "true-up" and bills that account for all electric charges incurred since their last "true-up" statement.

To educate solar customers, MCE will send customized enrollment notices to NEM customer accounts, discuss NEM account considerations during public presentations, and distribute NEM-specific outreach materials (e.g., one-page flyers) at community events. MCE will also contact solar businesses to ensure that they are aware of MCE's NEM program.

⁷ MCE's Net-Energy Metering (NEM) program may be available for other qualifying, small-scale renewable energy technologies besides photovoltaic (PV) solar. These could include wind, biopower, micro-hydroelectric resources, etc.

Community Demographics⁸

The below demographics provide more detail on the communities in which ESL/Latino outreach and senior outreach will be most emphasized.

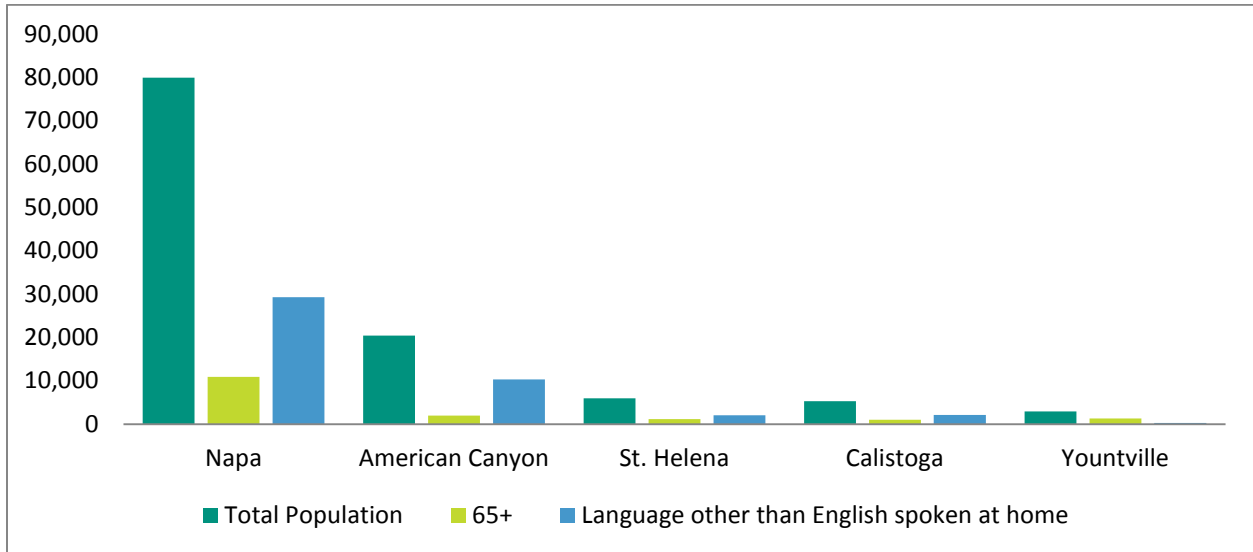


Figure 1: Demographics by community

	Total Population	65+	Language other than English spoken at home
Napa	80,011	14%	37%
American Canyon	20,470	10%	51%
St. Helena	5,987	19%	34%
Calistoga	5,303	19%	39%
Yountville	2,916	45%	8%

⁸ All information taken from the census data: <http://www.census.gov/>

Analysis of Strengths, Challenges and Opportunities

Strengths

- MCE's stable and competitive rates
- Generous Net Energy Metering program (for customers with rooftop solar)
- Increased renewable energy supply
- Reduced greenhouse gas emissions
- Community energy choices where none existed before

Challenges

- Correcting misinformation
- Ensuring all customers are informed of their choices
- Informing solar customers of net energy metering program and enrollment impacts

Opportunities

- Community members may already be aware of MCE because unincorporated Napa County started MCE service in February 2015
- Outreach overlap between target sectors
- Well organized community based organizations and trade organizations
- Community emphasis on sustainability values
- Ability to offer tailored energy efficiency programs in the future
- Free marketing and co-branding opportunities for green businesses
- Opportunity to develop local renewable energy projects with MCE's Feed-In Tariff

General Outreach Timeline

April

- Draft MCE Napa County Community Outreach Plan
- Solicit input from municipal staff on outreach plan

May

- Publish MCE Napa County webpage (www.mceCleanEnergy.org/NapaCounty)
- Provide community outreach plan to MCE Executive Committee
- Solicit feedback and input from community Council members on outreach plan via one-on-one meetings or a presentation at a public Council meeting
- Provide municipal staff with MCE basic informational document to respond to public inquiries
- MCE staff presence following first notice mailing
- Contact community groups and offer to present at their meetings and events
- Commence presenting to organizations, attend community events, and circulate MCE information in community newsletters and on websites (May onward)

- Mail enrollment notice 1 to American Canyon customers

June

- Contact community groups and offer to present at their meetings and events
- Commence advertising plan (June – October)
- Invite community leaders to join the Community Leader Advisory Group (CLAG)
- Conduct MCE-hosted town-hall style community meeting (Napa/American Canyon area)
- Conduct first CLAG meeting in Yountville
- Mail enrollment notice 1 to Calistoga, Napa, St. Helena, and Yountville customers

July

- Contact community groups and offer to present at their meetings and events
- Conduct second CLAG meeting (Yountville)
- Mail enrollment notice 2 (notices staggered by customer service start date)

August

- Conduct MCE-hosted town-hall style community workshop in Calistoga
- Mail enrollment notices 2 and 3 (notices staggered by customer service start dates)

September

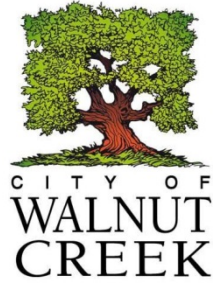
- Commence automatic enrollment; all customers who have not opted out will jump from 30% to 50% renewable energy service with MCE Light Green
- Mail enrollment notice 3 and 4 (notices staggered by customer service start dates)

October

- Mail enrollment notice 4 and 5 (notices staggered by customer service start dates)

November

- Conduct CLAG meeting to discuss future MCE community involvement
- Mail enrollment notice 5 (notices staggered by customer service start dates)

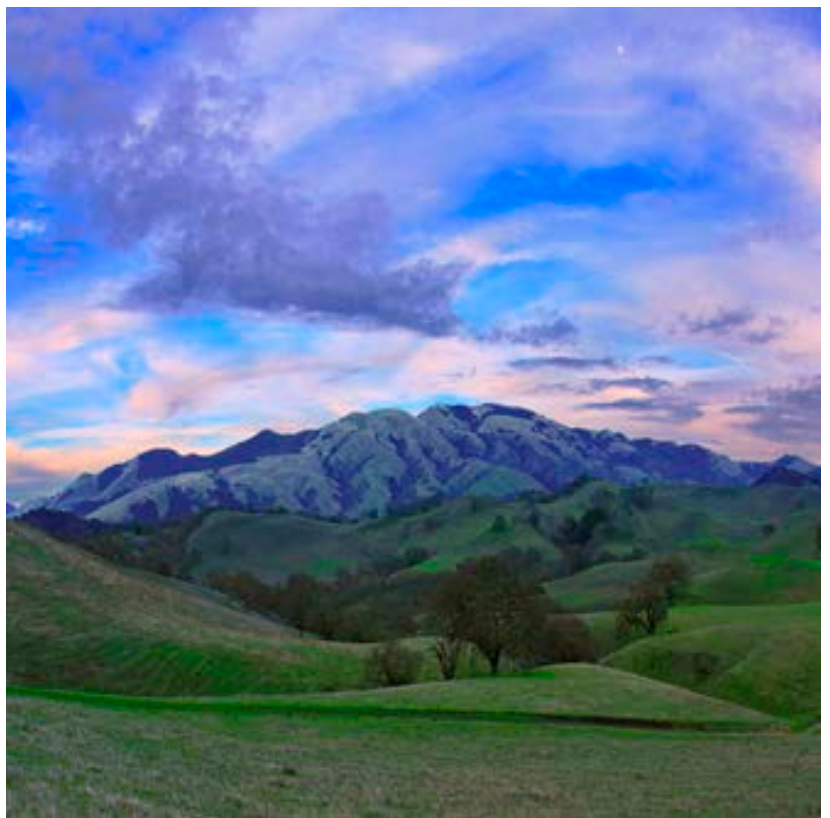


MCE Walnut Creek Community Outreach Plan

May– October 2016



Rossmore resident in Walnut Creek



View of Mount Diablo

Map of Walnut Creek

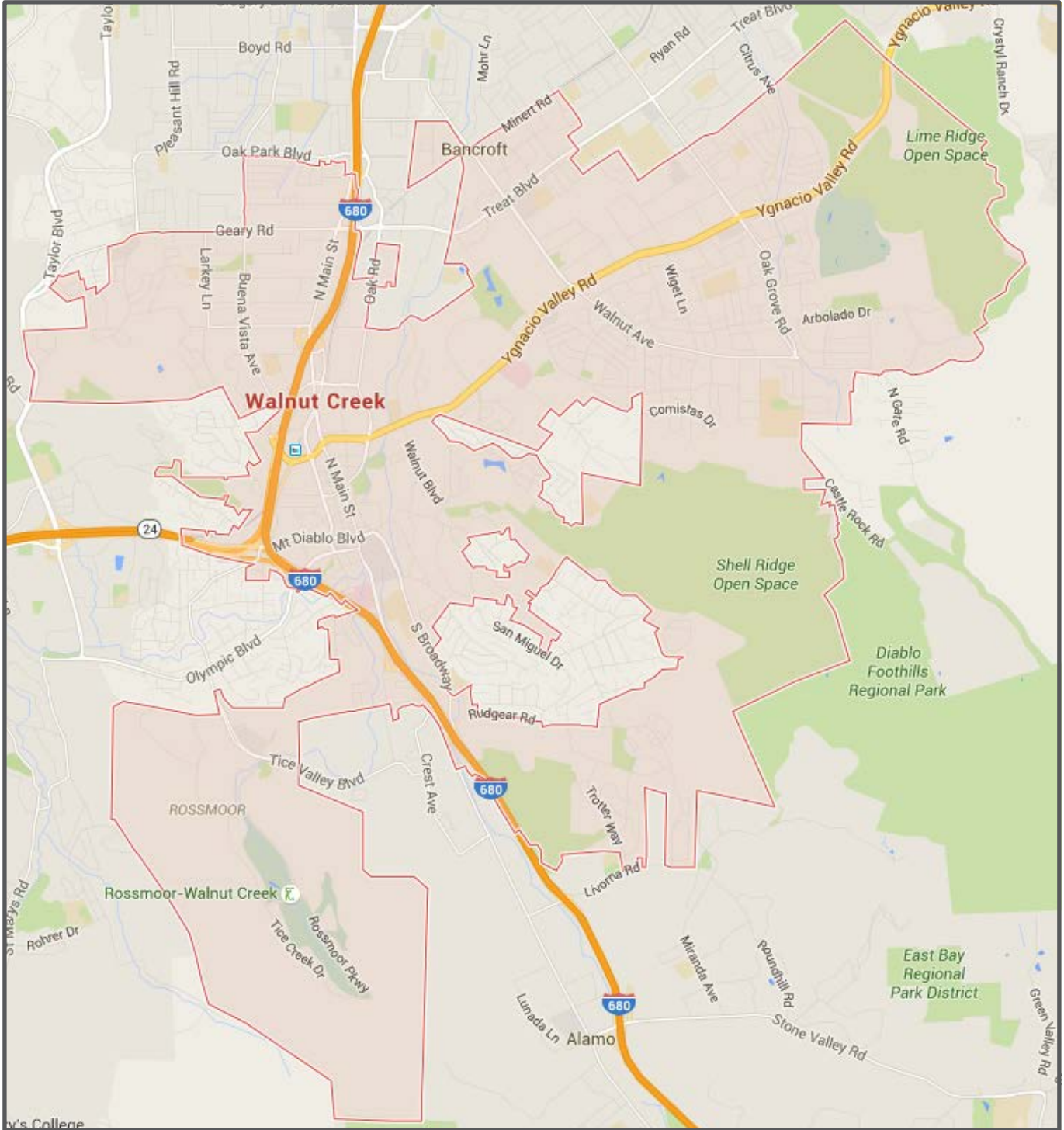


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Overview

MCE's Walnut Creek Community Outreach Plan combines strategies used successfully for previous enrollments (Marin 2010-12; Richmond 2013; unincorporated Napa County 2014-15; and Benicia, El Cerrito, and San Pablo 2015) with targeted strategies based on analysis of the electricity accounts in Walnut Creek, recognizing the unique characteristics and different information channels of this new service area.

This document serves as a roadmap for MCE's community outreach strategy for the electricity customers in Walnut Creek. The purpose of MCE's community outreach strategy is to reach as much of the Walnut Creek community as possible, including a demographically and socio-economically diverse collection of neighborhoods, to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

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.).

The MCE Walnut Creek Community Outreach Plan combines strategies used successfully for previous enrollments (Marin 2010-12; Richmond 2013; unincorporated Napa County, Benicia, El Cerrito, and San Pablo 2015) recognizing the unique characteristics and different information channels of the communities in Walnut Creek and provides an overview of the direct mail and advertising plan, meeting, event and presentation venues, and other strategies to facilitate community understanding of MCE and the new electricity options.

Introduction to MCE Walnut Creek

The Walnut Creek Council first began exploring Community Choice Aggregation (CCA) programs like MCE, sometimes referred to as Community Choice Energy programs, in December 2014. The Council received a presentation about MCE and CCA in June 2015 and established an Ad Hoc Committee in June 2015 to further explore CCA. CCA was discussed at seven Council meetings. On March 15, 2016, the Walnut Creek City Council voted 3-1 in favor of joining MCE¹.

Walnut Creek voted to join MCE to give residents and business a choice in where their power is purchased. The MCE Board of Directors voted to admit Walnut Creek as a member at its April 21, 2016² meeting. MCE's service area includes all of Marin

¹ Walnut Creek City Council Meeting Minutes:

http://walnutcreek.granicus.com/MinutesViewer.php?view_id=12&clip_id=2725

² MCE Board of Directors Meeting: <https://www.mcecleanenergy.org/meeting-archive/>

County, all of Napa County, the City of Benicia in Solano County; and the fellow Contra Costa cities of El Cerrito, Lafayette, San Pablo, and Richmond. MCE's Implementation Plan was updated to include Walnut Creek, submitted to the California Public Utilities Commission on April 22, 2016, and approved on May 10, 2016.

MCE offers Walnut Creek 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 – at the same rates. MCE provides the electric generation service, determining the sources of power, and replaces what PG&E would otherwise charge for electric generation.

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

Residents and businesses in within Walnut Creek will soon have six choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; MCE Local Sol 100% local solar; or customers can choose to opt out and keep PG&E's 29.5%³ renewable generation service. Customers can also sign up for PG&E's 50% renewable or 100% renewable options⁴.

Because California State law (Assembly Bill 117, 2002) requires CCA programs like MCE to become the default provider of electric generation service, customers will be automatically enrolled with MCE unless they choose to opt out and continue purchasing power from PG&E's energy supply.

Light Green is MCE's default service for automatic enrollment. If customers take no action, they will automatically jump from 30% to 50% renewable energy at the start of their September 2016 billing period, which varies by customer. Customers may request to opt out of MCE service at any time on or after May 20, 2016.

Customers may also request to enroll in MCE's Deep Green 100% renewable energy service on or after May 20, 2016. Early requests to enroll in MCE's Local Sol 100% local solar option are also being accepted and added to a waitlist. Service for Local Sol is expected to begin in late 2016. Local Sol is sourced completely from one solar system in Novato, California. Customers who choose MCE's Local Sol option will purchase all

³ As reported in the Annual Report to the California Energy Commission Power Source Disclosure Program in June 2016 (www.energy.ca.gov/sb1305/labels)

⁴ Visit www.pge.com to learn more about other PG&E service options

of their electricity from this 1.5 megawatt photovoltaic solar facility currently under construction at the Cooley Quarry in Novato. Early requests to enroll in MCE's Local Sol option are being accepted and added to a growing waitlist. Service for Local Sol is scheduled to begin in 2016. Enrollment in Local Sol is limited. Once this current project is fully enrolled, there is the possibility to build other Local Sol type projects in MCE's service area, including in Walnut Creek.

Customers who opt out after 60 days of service with MCE 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 year⁵. There is no fee for customers who opt out before MCE service starts or within the first 60 days of service.

MCE Customer Service

MCE provides customer service via telephone, email, letter and in-office meetings.

1 (888) 632-3674

info@mceCleanEnergy.org

1125 Tamalpais Avenue
San Rafael, CA 94901

The call center is dedicated 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 May 19, 2016, and November 30, 2016 to process opt out requests. Regular call center hours, for all other inquiries, are Monday-Friday, 7 A.M. to 7 P.M. Translation services for more than 100 languages are also available to non-English and non-Spanish speaking callers.

The info@mceCleanEnergy.org email address is monitored and maintained by MCE senior customer service staff; MCE's standard procedure is to make all reasonable efforts to respond to emails within one business day. Customers may request to opt out via the info@mceCleanEnergy.org email by sending their PG&E account number, name and address.

MCE will provide in-office support at the Walnut Creek City Hall for two days after the first enrollment notices are delivered, in order to respond to any public inquiries relating to enrollment and/or opting out. For a list of dates that MCE will be available on-site in city or town halls, visit www.mceCleanEnergy.org/events. MCE will also provide information to city or town staff so that they can respond to public inquiries and direct them to MCE as needed. Because the second notice is sent to customers throughout the County according to meter read date, if additional MCE staff presence is requested, MCE will locate a staff member in one location in the County and include that information on the notice.

⁵More information on PG&E's terms of service can be found here: www.mcecleanenergy.org/terms

MCE’s San Rafael office customer service hours are Monday – Friday from 9 A.M. to 4 P.M.

Community Outreach Focus Group

Local input is central to MCE’s mission, so forming a voluntary Community Outreach Focus Group (COFG) to guide outreach efforts is a priority. MCE proposes that the COFG be composed of various community representatives with diverse perspectives. Examples include people from industry and business associations, sustainability, English as a Second Language (ESL), or senior-focused community organizations and local government officials or staff from each of the five jurisdictions. MCE will also ensure that invited COFG participants include community members who are openly opposed to Walnut Creek’s inclusion in MCE, as well as those who are supportive, and/or undecided. Participants are invited based on consultations with city staff and council. Specific duties of the CLAG are listed below.

- Meet to advise on outreach. This group will provide valuable insight to MCE helping to determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of Walnut Creek.
- Review and provide feedback on enrollment notices. CLAG participant feedback will be incorporated into the notices. Although State law requires certain language to be included, MCE strives to customize these notices where possible, so that they facilitate informed decision-making by electricity customers in new communities.
- Help organize and promote MCE-hosted town hall-style meetings. These meetings will provide an additional venue to provide residents and businesses information and answer questions about the new energy choices available. COFG participants can help organize and promote attendance at these meetings. Similarly, a COFG participant could invite MCE to give a presentation to groups in their networks, such as groups of businesses they know, or at their places of worship.

Community Demographics⁶

<i>Population estimates, July 1, 2015, (V2015)</i>	<i>67,673</i>
<i>Persons under 18 years, percent, April 1, 2010</i>	<i>16.7%</i>
<i>Persons 65 years and over, percent, April 1, 2010</i>	<i>26.6%</i>
<i>Female persons, percent, April 1, 2010</i>	<i>53.7%</i>
<i>White alone, percent, April 1, 2010 (a)</i>	<i>78.7%</i>
<i>Hispanic or Latino, percent, April 1, 2010 (b)</i>	<i>8.6%</i>
<i>Foreign born persons, percent, 2010-2014</i>	<i>22.4%</i>

⁶ All information taken from the census data: <http://www.census.gov/>

<i>Owner-occupied housing unit rate, 2010-2014</i>	64.6%
<i>Persons per household, 2010-2014</i>	2.14
<i>Veterans, 2010-2014</i>	4,787
<i>Living in same house 1 year ago, percent of persons age 1 year+, 2010-2014</i>	83.2%
<i>Non-English language spoken at home, for persons 5 years+, 2010-2014</i>	24.0%
<i>High school graduate or higher, percent of persons age 25 years+, 2010-2014</i>	97.3%
<i>Bachelor's degree or higher, percent of persons age 25 years+, 2010-2014</i>	61.9%
<i>Mean travel time to work (minutes), workers age 16 years+, 2010-2014</i>	32.3
<i>Median household income (in 2014 dollars), 2010-2014</i>	\$80,399
<i>Persons in poverty, percent</i>	6.0%
<i>Population per square mile, 2010</i>	3,248.1

Communitywide Outreach Strategies

Mailed Enrollment Notices

Enrollment notices will be sent to every electricity customer in Walnut Creek, as required by California law, which 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 notices, mailed in English and Spanish, will inform customers of the September enrollment, along with MCE's Terms & Conditions of Service, with instructions on how to opt out if they'd like to stay with PG&E's electricity supply. Given the particular concentration of Russian speakers in Walnut Creek, the notices will include a sentence on how to obtain more information in Russian. The notices will also include a referral to the website, which is available in Spanish and has online Google translation options for other languages (including but not limited to Russian, Chinese, Lao, and Vietnamese).

Three notices will be mailed before enrollment and two will be mailed after service starts. The first notice will be mailed in batches through early and mid-June 2016. The second and third notices will be sent within 60 days prior to the start of service, depending on the date of MCE service start (e.g. some start first week of September and others the second week of September, depending on the start of their billing period). The fourth and fifth notices will be sent within 60 days after starting service. If a customer opts out, they will not receive additional enrollment notices.

Walnut Creek Enrollment Notice Schedule:

Notice 1 (mailed letter in envelope)

- Early to mid-July

Notice 2 (mailed letter in envelope)

- Late-July to mid-August – staggered by service start date

Notice 3 (mailed tri-fold brochure)

- Mid-August to early-September– staggered by service start date

SEPTEMBER ENROLLMENT

Notice 4 (mailed tri-fold brochure)

- September to October – staggered by service start date

Notice 5 (mailed tri-fold brochure)

- October to November– Staggered by service start date

Advertising

MCE further seeks to inform Walnut Creek ratepayers about MCE and the enrollment process via conventional advertising methods, which could include the following:

Print Advertising

- East Bay Times
- Rossmoor News
- Walnut Creek Journal
- Lamorinda Times

Outdoor Advertising

- Billboards
- BART
- Broadway Plaza
- The County Connection Transit

Digital Advertising

- Geographically targeted web-based advertising
- Promotional social media posts

MCE Walnut Creek Webpage

MCE will create a webpage (www.mceCleanEnergy.org/WalnutCreek) dedicated to the Walnut Creek 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, frequently asked questions and a calendar of community events where MCE will be present.

Community Events and Tabling

MCE will participate in community events to distribute MCE information and literature. Events may include, but need not be limited to, the following:

- Sports events (Save Mount Diablo Trails Challenge 4/17, 5k summer marathons, bike rides, baseball/softball leagues)
- Libraries
- Farmers markets (Downtown/Locust St., Shadelands, Kaiser, Rossmoor, Diablo Valley)
- Off the Grid
- Art on Main
- Spring Fling at Ruth Bancroft Garden
- Art and Wine Festival
- First Wednesday
- Walnut Festival

City of Walnut Creek Communication Channels

The City has identified the following outreach channels to share information with the community:

- The Nutshell
- Dedicated Community Choice Energy webpage on walnut-creek.org
- Facebook ads
- Twitter
- Nextdoor
- E-newsletters
- WCTV community bulletin board
- MCE commercial 30 second spot to show on WCTV, Facebook, Leshner Center for the Arts, and the library
- Walnut Creek Senior Center

Targeted Outreach Strategies

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. MCE will contact the following entities.

Organizations with an asterisk work in both Walnut Creek and Lafayette. MCE will also be conducting outreach to enroll the City of Lafayette during the same time frame and will leverage opportunities to educate members of both communities by identifying organizations and events with a regional audience or membership.

Environmental Organizations

- Water Districts
- Sustainable Walnut Creek

- Sustainable Rossmoor
- Sustainable Contra Costa County
- Mt. Diablo Peace and Justice Center
- Sierra Club (presents at downtown library)
- Interfaith Climate Action Network⁷
 - Climate Action Lobby of CCC⁷
 - Rising Sun's California Youth Energy Services⁷
- Bike East Bay⁷
- Walnut Creek Open Space Foundation
- Lindsay Wildlife Museum
- The Gardens at Heather Farm
- Friends of the Creeks

Neighborhood groups and Homeowners Associations

- Almond Shuey
- Livona Estates
- Parkmead
- Rancho San Miguel
- Rudgear Estates
- Rudgear Meadows
- Sunnyvale West
- The Woodlands

Places of Worship

- Mt. Diablo Unitarian Universalist
- Shell Ridge Community Church
- St. Paul's Episcopal Church
- Walnut Avenue United Methodist Church
- Congregation B'nai Tikvah
- Hillside Covenant Church
- St. Stephens Catholic Church
- Walnut Creek Presbyterian Church
- Faith Christian Fellowship

Rotary Clubs

- Rotary Club of Walnut Creek
- Sunrise Rotary Club of Walnut Creek

⁷ Organizations with an asterisk work in both Walnut Creek and Lafayette. MCE will also be conducting outreach to enroll the City of Lafayette during the same time frame and will leverage opportunities to educate members of both communities by identifying organizations and events with a regional audience or membership.

- Diablo View Rotary Club

Other organizations

- Girl Scouts⁷
- Macaroni Kid⁷

City Commissions, Boards, and School Districts

MCE will work with municipal staff to contact City Commissions and local school districts 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. MCE will contact the following school entities.

School Districts

- Mt. Diablo Unified School District
- Acalanes School District
- Walnut Creek School District
- Lafayette School District
- San Ramon Valley Unified School District

Private and Public School Parent Teacher Associations

- Foothill Middle School
- The Dorris-Eaton School
- Berean Christian High School
- Contra Costa Christian Schools
- Garden Gate Montessori School
- North Creek Academy and Preschool
- Palmer School
- St. Mary of the Immaculate Conception School
- Seven Hills School
- Springfield Montessori School
- Walnut Creek Christian Academy
- Buena Vista Elementary
- Walnut Creek Intermediate
- Indian Valley Elementary
- Walnut Heights Elementary
- Northgate Parent Faculty Club
- Las Lomas High School

Commercial and Industrial Businesses

Of all customer rate classes, commercial and industrial customers generally consume the largest amount of electricity. Consequently, they have the opportunity to reduce the largest portions of energy-related greenhouse gas emissions.

MCE will contact organizations and trade organizations that work with Walnut Creek businesses to offer a presentation (at a meeting or community event), provide information for newsletters or websites, and/or partner in any other way to inform their staff, patrons and networks about MCE's coming service. MCE will contact the, including the following entities.

- Walnut Creek Chamber of Commerce
- Walnut Creek Downtown
- Shadelands PBID
- Macerich/Broadway Plaza
- Greene Property Management

MCE will directly contact the largest employers in Walnut Creek to offer a presentation about MCE (to key staff or all staff), and to provide information for their employees. MCE will contact the following major employers in Walnut Creek, as identified by the State of California's Employment Development Department.⁸

- AAA Northern CA, Nevada, & Utah
- John Muir Medical Center
- Kaiser Permanente Walnut Creek

MCE will also contact the following employers.

- Verizon
- Del Monte
- Joint Genome Institute
- Safeway
- Nordstrom
- US Postal Service
- Macy's
- Target
- Whole Foods

Individuals for whom English is a Second Language

MCE will also focus specific outreach to individuals to whom English might be a second language (ESL). While the ESL population in Walnut Creek is relatively small, it is important to MCE that all residents and business understand the change to their electricity service and are able to make informed decisions. Similarly, employees who work for businesses in Walnut Creek may make energy-related decisions, and MCE aims to ensure language barriers do not prevent them from becoming well-informed about the new options available to the community.

⁸ <http://www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000013>

MCE has a Spanish website, will provide Spanish printed informational materials, and has Spanish speaking customer service specialists available through its call center. There are also call center translation options for more than 100 languages including Russian, Cantonese, Mandarin, Tagalog, Lao, and Vietnamese.

MCE will be available to community based organizations to offer a presentation (at a meeting or community event), provide information for newsletters or websites, and/or partner in any other way to inform their staff, members, and/or networks about MCE's coming service.

Low-Income Customers

Customers who qualify for the standard energy discounts are another constituency group that will receive special consideration in MCE's outreach. 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; their discount will remain the same.

For a single family residence, this CARE discount eligibility is broken down as follows:

Number of Persons in Household	Total Gross Annual Household Income
1-2	\$31,860 or less
3	\$40,180 or less
4	\$48,500 or less
5	\$56,820 or less
6	\$65,140 or less
7	\$73,460 or less
8	\$81,780 or less
Each additional person, add	\$8,320

Since potential changes to a utility bill will especially impact those with lower incomes, MCE will focus outreach to low-income residents by contacting community based organizations that work specifically with low-income residents, such as affordable housing developments, 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.

Seniors

Because senior citizens may live on fixed incomes or have special electricity discounts, MCE makes outreach to seniors a high priority.

MCE will contact the following community based organizations that work specifically 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.

- Rossmoor mutual meetings, Golden Rain Foundation
- Rossmoor Sustainability Club
- Walnut Creek Senior Center
- Meals on Wheels and Senior Outreach Services

Net Energy Metering Customers

In 2015, a total of 294 permits were pulled for new solar projects in Walnut Creek. MCE has a Net Energy Metering (NEM) program for residences and businesses with solar installations⁹. For NEM customers, a meter tracks the difference between the amount of electricity solar panels produce and the amount of electricity used during each billing cycle. When more electricity is produced than used, a credit is generated for the excess power.

For any excess electricity a solar system produces, MCE credits customers at the Deep Green premium rates (MCE's full Light Green retail rates + \$0.01/kWh). Excess credits roll over each month and never zero out. NEM accounts with credits over \$100 can be "cashed out" each year in April. MCE bills monthly, so annual "true-ups" are smaller.

Please note that when a NEM account enrolls with MCE, PG&E performs a "true-up" and bills that account for all electric charges incurred since their last "true-up" statement.

To educate solar customers, MCE will send customized enrollment notices to NEM customer accounts, discuss NEM account considerations during public presentations, and distribute NEM-specific outreach materials (e.g., one-page flyers) at community events. MCE will also contact solar businesses to ensure that they are aware of MCE's NEM program.

⁹ MCE's Net-Energy Metering (NEM) program may be available for other qualifying, small-scale renewable energy technologies besides photovoltaic (PV) solar. These could include wind, biopower, micro-hydroelectric resources, etc.

Analysis of Strengths, Challenges and Opportunities

Strengths

- MCE's stable and competitive rates
- Generous Net Energy Metering program (for customers with rooftop solar)
- Increased renewable energy supply without solar installation
- Reduced greenhouse gas emissions
- Community energy choices where none existed before
- Large businesses and well-known brands located in Walnut Creek

Challenges

- Correcting misinformation
- Ensuring all customers are informed of their choices
- Communicating with residents and businesses in unincorporated areas of Walnut Creek
- Informing solar customers of net energy metering program and enrollment impacts

Opportunities

- Community members may already be aware of MCE through City's and County's initial CCA outreach work and because other Contra Costa communities already receive MCE service
- Community emphasis on sustainability values
- Split Supervisorial district provides contact with more local networks and interests
- Walnut Creek's status as a shopping center and restaurant destination
- Possible synergistic collaboration between Walnut Creek and Lafayette outreach plans
- Free marketing and co-branding opportunities for green businesses
- Ability to offer tailored energy efficiency programs in the future
- Opportunity to develop local renewable energy projects with MCE's Feed-In Tariff
- Ability to cultivate broader awareness of climate change and renewable energy throughout neighboring Contra Costa communities
- Ability to strengthen Walnut Creek's brand as the Jewel of the East Bay

General Outreach Timeline

April

- Draft MCE Walnut Creek Community Outreach Plan
- Solicit input from municipal staff on outreach plan
- Present updated plan to City Council Members
- Begin outreach to community leaders as possible COFG participants

May

- Publish MCE Walnut Creek webpage (www.mceCleanEnergy.org/WalnutCreek)
- Provide community outreach plan to MCE Executive Committee
- Provide municipal staff with MCE basic informational document to respond to public inquiries
- Contact community groups and offer to present at their meetings and events
- Begin presentations to organizations, attend organizational events, and circulate MCE information in community newsletters and on websites (May onward)
- Customers may request to opt out or up

June

- Host first Walnut Creek COFG meeting to discuss outreach lists, enrollment notices, community workshops
- Mail enrollment notice 1
- MCE staff presence at Walnut Creek City Hall following first notice mailing
- Contact community groups and offer to present at their meetings and events
- Commence advertising plan (June – October)

July

- Mail enrollment notice 2 (notices staggered by customer service start date)
- Contact community groups and offer to present at their meetings and events
- Conduct first COFG meeting
- Conduct MCE-hosted town-hall style community workshop

August

- Conduct COFG meeting
- Conduct MCE-hosted town-hall style community workshop

- Mail enrollment notices 2 and 3 (notices staggered by customer service start dates)

September

- MCE scheduled to reduce rates by 9%
- Commence automatic enrollment; all customers who have not opted out will jump from 30% to 50% renewable energy service with MCE Light Green
- Mail enrollment notice 3 and 4 (notices staggered by customer service start dates)

October

- Mail enrollment notice 4 and 5 (notices staggered by customer service start dates)

November

- Conduct COFG meeting to discuss future MCE community involvement
- Mail enrollment notice 5 (notices staggered by customer service start dates)



2016 Community Events and Meetings

Date	Event	Community	Time
1/18/16	Martin Luther King Day of Service	Richmond	9:00am-2:00pm
1/19/16	Napa City Council Meeting	Napa	6:30pm-9:00pm
1/19/16	Pinole City Council Meeting	Pinole	6:00pm-7:30pm
1/20/16	2016 West County Chambers Super Mixer	Richmond	4:00pm-7:00pm
1/21/16	San Rafael Climate Change Plan Meeting	San Rafael	7:00-9:00pm
1/25/16	Benicia Sustainability Commission Meeting	Benicia	6:00-8:00pm
1/25/16	Lafayette City Council Meeting	Lafayette	7:00pm -8:30pm
1/26/16	Yountville Go Green Team Meeting	Yountville	4:30pm-7:00pm
1/26/16	Brentwood City Council Meeting	Brentwood	7:00pm-8:30pm
1/27/16	Moraga Town Council Meeting	Moraga	7:00pm-8:30pm
2/1/16	San Pablo City Council Meeting	San Pablo	6:00pm - 7:30pm
2/3/16	Changemakers for Climate	Berkeley	6:00-7:00pm
2/6/16	Super 50 Punt, Pass & Kick (PPK) Health Bowl	San Pablo	11:00am – 2:00pm
2/9/16	Oakley City Council Meeting	Oakley	6:30pm-8:00pm
2/11/16	Local Government Commission Conference	Portland	9:00am-5:00pm
2/12/16	Marin School of Environmental Leadership	San Rafael	7:00-8:00pm
2/16/16	Walnut Creek City Council Meeting	Walnut Creek	6:00pm-7:30pm
2/17/16	Corte Madera Farmers Market	Corte Madera	12:00pm-5:00pm
2/18/16	Meeting of the Minds 2016 Workshop	San Francisco	1:30-5:30pm
2/24/16	Corte Madera Farmers Market	Corte Madera	12:00pm-5:00pm
2/27/16	Science, Technology, Engineering, and Mathematics Festival	Sausalito	10:00am-2:00pm
2/29/16	Contra Costa County Board of Supervisors Internal Operations Committee Meeting	Martinez	10:30am-3:00pm
3/1/16	Yountville Town Hall Council Meeting	Yountville	6:00pm-7:30pm
3/1/16	Solar One Design Review	Richmond	6:30-9:00pm
3/2/16	Corte Madera Farmers Market	Corte Madera	12:00pm-5:00pm
3/3/16	San Rafael State of the City Dinner	San Rafael	5:30-9:00pm

Agenda Item #12(e): 2016 Community Events & Meetings

3/4/16	The Business of Local Energy Symposium Presents: Creating the Clean Energy Economy – Optimizing Community Choice	San Jose	9:00-5:00pm
3/5/16	Ecology Center Film Screening and Mixer	El Cerrito	10:30am-2:00pm
3/8/16	CPUC PCIA Workshop	San Francisco	10:00-3:00pm
3/9/16	Mill Valley School District Sustainability Committee	Mill Valley	9:00-10:00am
3/9/16	Changemakers for Climate	Berkeley	6:00-7:00pm
3/14/16	Lafayette City Council Meeting	Lafayette	7:00pm -8:30pm
3/15/16	Contra Costa County Board of Supervisors Meeting	Martinez	9:00am-3:00pm
3/15/16	Walnut Creek City Council Meeting	Walnut Creek	6:00pm-7:30pm
3/15/16	Yountville Town Council Meeting	Yountville	6:00-7:30pm
3/18/16	Concilio Latino Panel	Richmond	9:00-10:30am
3/19/16	Spring Egg Hunt	Richmond	10:00am-12:30pm
3/19/16	Spring Egg Hunt	San Pablo	10:00-1:00pm
3/21/16	Marin Green Business Program	Mill Valley	11:00am - 12:00pm
3/22/16	South Bay Clean Power (LA) Presentation	Webinar	1:00-2:00pm
3/23/16	GRID Alternatives Environmental Justice Panel Environmental Forum of Marin	Richmond	12:00-1:00pm
3/23/16	Lecture Series 2016: Changes Challenges and Choices	Corte Madera	7:00-9:00pm
3/24/16	California Alliance for Community Energy Statewide Conference Call	San Rafael	12:00-1:00pm
3/25/16	North Bay Business Journal's Impact Marin Conference	San Rafael	7:30-10:00am
3/31/16	California Solar Energy Industries Association	San Francisco	5:00-7:00pm
3/31/16	Marin School of Environmental Leadership 2016 Business Leaders Mixer	Novato	4:30pm-7:00pm
4/9/16	Fairfax Market Tabling	Fairfax	9:00-10:00pm
4/12/16	SunPower Corporate Community Fair	Richmond	11:00-1:00p.m.
4/12/16	Carbon Disclosure Project Spring Workshop	Sunnyvale	9:00-5:00pm
4/14/16	CALPIRG UC Berkeley	Berkeley	5:30-7:00pm
4/15/16	Sustainable Rossmoor Earth Day Event	Walnut Creek	12:00pm-5:00pm
4/16/16	El Cerrito Community Earth Day Event	El Cerrito	12:00-1:00pm
4/16/16	Benicia Mini-Maker Faire	Benicia	10:00-5:00pm
4/21/16	Green California Summit and Exposition	Sacramento	9:00am-5:00pm
4/21/16	San Pablo Economic Dev. Corp. Small Business of the Year Award	San Pablo	5:30pm
4/21/16	Bank of Marin & San Anselmo Community Mixer	San Anselmo	5:30-7:00pm

Agenda Item #12(e): 2016 Community Events & Meetings

4/22/16	Grand Opening of the Barbara George Learning Center	San Rafael	9:00-4:00pm
4/23/16	6th Annual North Richmond Green Festival and Earth Day Celebration	Richmond	10:00am-2:00pm
4/23/16	Science, Technology, Engineering, and Mathematics Festival	Sausalito	10:00am-2:00pm
4/23/16	Napa Earth Day Celebration	Napa	11:00am-4:00pm
4/24/16	Lafayette Earth Day Festival	Lafayette	11:00-3:00pm
4/26/16	San Pablo Bilingual Energy Efficiency Canvassing	San Pablo	9:00-5:00pm
4/27/16	Presentation to Community of Rossmoor	Walnut Creek	
4/29/16	Sylvester Greenwood Academy Energy Conservation Event	Richmond	10:45am-1:00pm
4/30/16	Climate Action Plan Community Workshop	Yountville	2:00-4:00pm
4/30/16	Peace & Unity Cinco De Mayo 11th Annual Parade	Richmond & San Pablo	10-12:30pm
5/3/16	Marin Builders Association Meet and Greet	San Rafael	5:30-8:30pm
5/4/16	San Pablo Bilingual Energy Efficiency Canvassing	San Pablo	9:00-5:00pm
5/11/16	San Rafael Chamber Mixer and Excellence in Education Awards	San Rafael	5:00-7:00 pm
5/12/16	Buck Institute Solar Project Ribbon Cutting	Novato	10:30am-2:00pm
5/13/16	LEAN Webinar		10:00am
5/14/16	Walnut Creek's Creek Clean Up	Walnut Creek	8:45am -12:00pm
5/15/16	City Council Meeting	Calistoga	6:30pm-
5/15/16	City Council Meeting	American Canyon	TBD
5/18/16	San Rafael Green Committee Meeting	San Rafael	9:30-11:00am
5/19/16	Sausalito Chamber of Commerce Mixer	Sausalito	5:30-7:30pm
5/19/16	Novato Chamber of Commerce Mixer	Novato	5:30-7:00pm
5/19/16	Using Wood to Make Renewable Energy	Hopland	6:30-9:00pm
5/25/16	Redwood High Sustainability Festival	Larkspur	9:45-11:15am
5/25/16	Public Walk-Ins	American Canyon	9:00am-4:00pm
5/26/16	Public Walk-Ins	American Canyon	9:00am-4:00pm
5/31/16	Public Walk-Ins	American Canyon	8:30am-5:00pm
6/1/16	Public Walk-Ins	Walnut Creek	8:00am-5:00pm
6/2/16	Corte Madera Chamber of Commerce Mixer	Corte Madera	5:30-7:00pm
6/2/16	Public Walk-Ins	Walnut Creek	8:00am-5:00pm
6/2/16	Public Walk-Ins	Yountville	8:00am-5:00pm
6/3/16	Public Walk-Ins	Yountville	8:00am-5:00pm
6/4-6/5/2016	Walnut Creek Art & Wine Festival	Walnut Creek	11:00am-7:00pm
6/7/16	San Pablo EDC Business Workshop	San Pablo	9:00am-11:00am

Agenda Item #12(e): 2016 Community Events & Meetings

6/7/16	Sustainable Lafayette Presentation	Lafayette	7:00-9:00pm
6/7/16	Yountville Town Council Meeting	Yountville	6:00-7:30pm
6/8/16	San Rafael Chamber of Commerce Mixer	San Rafael	5:00-7:00 pm
6/8/16	Public Walk-Ins	Walnut Creek	8:00am-5:00pm
6/8/16	Public Walk-Ins	Calistoga	8:00am-4:30pm
6/9/16	Public Walk-Ins	Calistoga	8:00am-4:30pm
6/9/16	Public Walk-Ins	Walnut Creek	8:00am-5:00pm
6/9/16	Presentation to the Lamorinda Democratic Club	Lafayette	7:00-9:00pm
6/9/16	Musical Picnic (sponsoring the complete series)	St. Helena	6:00-8:00pm
6/13/16	City Council Meeting Presentation	Lafayette	6:00-8:00pm
6/14/16	Town Hall Meeting for Residents of Rossmoor	Walnut Creek	TBD
6/14/16	San Pablo Economic Development Chamber Member Meeting and B2B Networking	San Pablo	5:30-7:30pm
6/14/16	St. Helena City Council Meeting	St. Helena	6:00-7:30pm
6/14/16	Town Hall Meeting for Residents of Rossmoor	Walnut Creek	2:00-4:00pm
6/15/16	Public Walk-Ins	St. Helena	10:00am-4:30pm
6/15/16	Mill Valley Chamber of Commerce Mixer	Mill Valley	5:30-7:00pm
6/15/16	San Rafael Green Committee Meeting	San Rafael	9:30-11:00am
6/15/16	Public Walk-Ins	Walnut Creek	8:00am-5:00pm
6/16/16	Public Walk-Ins	St. Helena	10:00am-4:30pm
6/16/16	Public Walk-Ins	Walnut Creek	8:00am-5:00pm
6/16/16	Novato Chamber of Commerce Mixer	Novato	5:30-7:00pm
6/16/16	Sausalito Chamber of Commerce Mixer	Sausalito	5:30-7:30pm
6/21/16	NorCal Solar event	Oakland	5:30-8:00pm
6/21/16	Benicia City Council Meeting	Benicia	7:00-8:30pm
6/22/16	Community Outreach Focus Group	Walnut Creek	6:30-8:00pm
6/22/16	Public Walk-Ins	Lafayette	8:00-5:00pm
6/23/16	Public Walk-Ins	Lafayette	8:00-5:00pm
6/23/16	Musical Picnics in Lynman Park	St. Helena	6:00-8:00pm
6/29/16	Public Walk-Ins	Napa	TBD
6/30/16	Public Walk-Ins	Napa	TBD
7/6/16	First Wednesdays "Country Carnival"	Walnut Creek	5:00-8:00pm
7/6/16	Public Walk-Ins	Napa	TBD
7/7/16	Public Walk-Ins	Napa	TBD
7/11/16	Renewable Cities	San Francisco	TBD
7/12/16	Walnut Creek City Council Meeting	Walnut Creek	TBD
7/12/16	Summer Film Series (sponsoring complete series)	Lafayette	TBD
7/13/16	Public Walk-Ins	Napa	TBD

Agenda Item #12(e): 2016 Community Events & Meetings

7/14/16	Public Walk-Ins	Napa	TBD
7/14/16	Musical Picnics in Lynman Park	St. Helena	6:00-8:00pm
7/25/16	Rossmoor Presidents' Forum	Rossmoor	10:00am-12:00pm
7/26/16	Summer Film Series (sponsoring complete series)	Lafayette	TBD
7/28/16	Musical Picnics in Lynman Park	St. Helena	6:00-8:00pm
8/2/16	Summer Film Series (sponsoring complete series)	Lafayette	TBD
8/6/16	Richmond Our Power Festival	Richmond	TBD
8/9/16	Town Hall Meeting for Residents of Rossmoor	Walnut Creek	2:00-4:00pm
8/11/16	Musical Picnics in Lynman Park	St. Helena	6:00-8:00pm
8/25/16	Musical Picnics in Lynman Park	St. Helena	6:00-8:00pm



June 16, 2016

TO: MCE Board of Directors
FROM: Jeremy Waen, Senior Regulatory Analyst
RE: Regulatory Update, Non-Agenda Information Only
ATTACHMENTS: Regulatory Packet

SUMMARY:

Below is a summary of the key activities at the California Public Utilities Commission (CPUC) for June 2016 impacting Community Choice Aggregation (CCA) and MCE. Highlights include:

1. CPUC Voted to Approve a Budget Increase for Energy Efficiency Programs for New MCE Communities Included in 2015 (R.13-11-005)



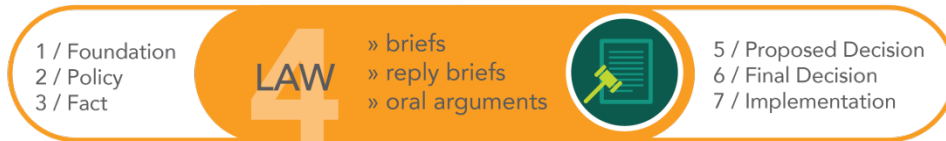
Earlier this year, MCE requested a 30% budget increase to its energy efficiency programs to serve the communities that joined MCE in 2015: El Cerrito, San Pablo, and unincorporated Napa County. On May 12, the CPUC voted out a final Decision granting MCE's request for an increased budget. The Decision added \$366,080 to the budget starting in 2016. The new annual budget is \$1,586,347.

2. MCE Engages in Regional Grid Operator Debate at the CAISO (16-RGO-01)

The California Independent Systems Operator (CAISO) has begun a stakeholder initiative to explore the details of expanding its jurisdiction and service area beyond the State of California as part of the Governor's grid regionalization effort. On May 20 MCE staff submitted comments to the CAISO advocating that the governance structure for this potential regional grid operator should allow for political appointees so that it is accountable to the public and smaller agencies such as CCAs. Grid regionalization will result in widespread impacts to California's electricity sector including impact on policy, planning, use of renewables and coal and others. MCE will

continued to be engaged in the regionalization dialogue

3. MCE Coordinates with Other CCAs to Address Energy Storage and PCIA Matters (A.15-12-003 et al.)



On May 25 MCE, Sonoma Clean Power Authority, the City of Lancaster, and the County of Los Angeles jointly filed an opening brief within the ongoing IOU Applications to address their procurement of Energy Storage. The IOUs are seeking PCIA treatment for portions of their Energy Storage procurement, and these Applications will determine how Energy Storage costs fit into the PCIA methodology. The CCA parties have presented a unified proposal for including storage costs into the PCIA methodology.

4. MCE Opposes New Exit Fee for BioRAM Projects (R.08-08-009)



Acting upon Governor Brown’s Proclamation of a State of Emergency relating to drought and heightened tree die-off rates, the Commission directed the Investor Owned Utilities (IOUs) to procure new biomass renewable electricity generation through Resolution E-4770 (BioRAM) on March 18, 2016. In response to this Resolution all three IOUs filed Petitions for Modification seeking special cost recovery treatment for this BioRAM procurement. The IOUs proposed that the costs incurred by this procurement should be shared with all ratepayers, including CCA customers, through either a new non-bypassable charge or through applying the Cost Allocation Methodology (CAM).

On May 18, MCE provided comments responding to these Petitions for Modification recommending that the Commission deny the IOUs’ requests. MCE’s comments highlight that this BioRAM procurement, because it is renewable procurement, will already be eligible for cost sharing through the Power Charge Indifference Adjustment (PCIA). MCE urges the Commission to not risk conflating the purposes of both PCIA and CAM, and recommends the Commission take no further action beyond what it ordered through its Resolution. On June 1, MCE staff met with Commissioner Peterman’s energy advisor to discuss its position in detail.



June 16, 2016

TO: MCE Board of Directors
FROM: Shalini Swaroop, Regulatory and Legislative Counsel
RE: Legislative Executive Staff Report (Information Only)
ATTACHMENTS: None

SUMMARY:

Bills must have been voted out of their house of origin by June 3. Typically, bills are moving forward to policy committees in the second house, with amendments being written through the author's office. MCE has partnered with the other California CCA programs in order to maximize effective staffing on legislative tasks.

I. MCE Legislative Priorities

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

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

It has been indicated that AB 1110 is being significantly re-written by the author's office.

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

AB 2868 (Gatto) requires Investor-Owned Utilities (IOUs) to submit applications to the California Public Utilities Commission (CPUC) to accelerate widespread deployment of distributed energy storage systems. The bill is problematic because it specifically indicates cost recovery from all transmission and distribution customers, which includes CCA customers, for energy storage systems put in by IOUs.

MCE and other CCAs have drafted amendments and submitted for the author's office for consideration. This coalition is currently awaiting feedback.

The bill passed out of the Senate Floor and will now be heard in Assembly policy committees.

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

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

Senator Pavley accepted amendments reflecting MCE's concerns before the bill was heard on the Senate floor. These amendments require the governing board of a CCA to determine appropriate targets for viable and cost-effective energy storage systems as opposed to the CPUC. The bill passed out of the Senate Floor and will now be heard in Assembly policy committees.

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

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

The bill was heard in the Senate Environmental Quality Committee on June 8, 2016. All of the IOUs are opposed to this bill. Given recent amendments in the Senate Energy, Utilities, and Communications Committee, many of the sponsors of the bill are also now opposed to it.