



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

Dawn Weisz
Executive Officer

Damon Connolly
Chair
City of San Rafael

Kathrin Sears
Vice Chair
County of Marin

Bob McCaskill
City of Belvedere

Sloan C. Bailey
Town of Corte Madera

Larry Bragman
Town of Fairfax

Len Rifkind
City of Larkspur

Ken Wachtel
City of Mill Valley

Denise Athas
City of Novato

Tom Butt
City of Richmond

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

781 Lincoln Avenue
Suite 320
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.com

**San Rafael Corporate Center, Tamalpais Room
750 Lindaro St., San Rafael, CA 94901**

Agenda Page 1 of 2

- 1. Board Announcements (Discussion)**
- 2. Public Open Time (Discussion)**
- 3. Report from Executive Officer (Discussion)**
- 4. Consent Calendar (Discussion/Action)**
 - C.1 9.25.13 Board Retreat Minutes**
 - C.2 10.3.13 Board Minutes**
 - C.3 Monthly Budget Report**
 - C.4 Report on Approved Contracts**
 - C.5 Job Descriptions and Compensation Studies for MCE Positions**
- 5. Policy 008: Accounts Receivable Reserve Policy (Discussion/Action)**
- 6. MCE Integrated Resource Plan (Discussion/Action)**
- 7. Energy Efficiency Update (Discussion)**



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



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

Dawn Weisz
Executive Officer

Damon Connolly
Chair
City of San Rafael

Kathrin Sears
Vice Chair
County of Marin

Bob McCaskill
City of Belvedere

Sloan C. Bailey
Town of Corte Madera

Larry Bragman
Town of Fairfax

Len Rifkind
City of Larkspur

Ken Wachtel
City of Mill Valley

Denise Athas
City of Novato

Tom Butt
City of Richmond

Carla Small
Town of Ross

Ford Greene
Town of San Anselmo

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

781 Lincoln Avenue
Suite 320
San Rafael, CA 94901

1 (888) 632-3674
mceCleanEnergy.com

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

Agenda – Page 2 of 2

- 8. Third Agreement with Association for Energy Affordability for Energy Efficiency Contract Services (Discussion/Action)**
- 9. Third Agreement with Community Energy Services Corporation for Energy Efficiency Contract Services (Discussion/Action)**
- 10. Third Agreement with Marin City Community Development Corporation for Energy Efficiency Contract Services (Discussion/Action)**
- 11. Solar Rebate Program Low Income Distribution (Discussion/Action)**
- 12. Communications Update (Discuss)**
- 13. Regulatory Update (Discussion)**
- 14. Board Member & Staff Matters (Discussion)**
- 15. Adjourn**



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

**MARIN ENERGY AUTHORITY
SPECIAL MEETING
WEDNESDAY, September 25, 2013
9:30 A.M.
Marin Arts and Garden Center
30 Sir Francis Drake Blvd., Ross, CA 94957**

Roll Call

Present: Damon Connolly, City of San Rafael, Chair
Kathrin Sears, County of Marin
Bob McCaskill, City of Belvedere
Sloan Bailey, Town of Corte Madera
Larry Bragman, Town of Fairfax Alternate
Len Rifkind, City of Larkspur
Denise Athas, City of Novato
Tom Butt, City of Richmond
Ford Greene, Town of San Anselmo
Ray Withy, City of Sausalito
Emmett O'Donnell, Town of Tiburon

Absent: Carla Small, Town of Ross
Ken Wachtel, City of Mill Valley

Staff: Dawn Weisz, Executive Officer
Elizabeth Kelly, Legal Director
Greg Brehm, Resource Coordinator
Rafael Silberblatt, Program Coordinator
Alex DiGiorgio, Community Affairs Representative
Justin Kudo, Account Manager II
Beckie Menten, Energy Efficiency Coordinator
John Dalessi, Technical Consultant
Kirby Dusel, Technical Consultant
Greg Morse, Data Analyst
Sarah Gardner, Administrative Associate
Emily Goodwin, Internal Operations Coordinator
Darlene Jackson, Clerk

Meeting called to order by Chair, Damon Connolly

Public Session: 9:39 AM

Agenda Item #1- Board Announcements (Discussion)

None

Agenda Item #2 – Public Open Time (Discussion)

Member of the public, Ed Mainland, expressed his thoughts that MEA’s focus should be on local build-out. Chair Connolly advised those issues will be covered in agenda item #6.

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

Executive Officer Dawn Weisz reported on the following:

CAISO Tour – The tour is scheduled for October 10th with a departure time of 8:30AM. Carpools are being coordinated so if anyone is interested in attending and carpooling, please let Darlene Jackson know.

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

Executive Officer, Dawn Weisz provided the MEA Historic Timeline and a video was shown displaying significant, historical moments in MEA’s history.

Founding Board members were invited to speak.

- Lew Tremaine – Spoke about risk-taking and offered the following advice: “Do everything you know you can do and don’t do anything you believe you cannot do.” He emphasized the importance of taking calculated risk to achieve robust goals under what can be at times severe opposition.
- Barbara Thornton – Spoke about the importance of MEA vision, working with a lean staff and operation at its inception and early stages and combating PG&E’s fierce tactics to squelch the CCA effort.
- Tom Cromwell – Shared when he first came onboard he had no idea what MEA was or where it was ultimately headed. He continues to stand behind MEA, its vision and goals and is very proud of the immense progress this organization has made and success it continues to cultivate.

Ms. Weisz shared MEA’s Mission Statement and the primary functions of the agency. She introduced members of each Team who were present and acknowledged those who were not present:

- Greg Brehm - Resource Procurement
- Beckie Menten - Energy Efficiency
- Elizabeth Kelley, Jeremy Waen and Shalini Swaroop - Legal Team
- Emily Goodwin, Sarah Gardner, Darlene Jackson and Greg Morse - Internal Operations
- Jamie Tuckey, Rafael Silberblatt, Alex DiGiorgio and Ashley Aberi - Public Affairs
- Justin Kudo and Ben Choi - Customer Relations

Ms. Weisz also spoke about the following:

- MEA History
- MCE Accomplishments & Objectives Met
 - ✓ Offering customers a choice between two energy supply options: 50% renewable content and 100% renewable content
 - ✓ Stimulating new renewable energy production
 - ✓ Reducing greenhouse gases emissions of customers in MCE jurisdiction
 - ✓ Launching an Energy Efficiency Program for both customers and non-customers in MCE jurisdiction
- Future –MCE Tasks for the Coming Year
 - ✓ Increase Deep Green enrollment
 - ✓ Reach out to un-enrolled municipal and commercial customers
 - ✓ Further develop energy efficiency activities

- ✓ Respond to communities interested in CCA service with appropriate information
- ✓ Explore use of interval data, battery storage and rate design to spur new efficiencies in energy use
- Measuring Success
- Program Accomplishments
- Energy Efficiency 2015 & Beyond – Beckie Menten, Energy Efficiency Coordinator shared that the Energy Efficiency application process must start relatively soon (early 2014), even before the post evaluation process begins

Renewable Energy Procurement

Greg Brehm, Resource Coordinator discussed 2013 Contract Status and shared the following:

- Complete and currently delivering energy to MCE
 - ✓ San Rafael Airport FIT – COD October 29th, 2012
 - ✓ GenPower – energy 2001 – COD February 11th, 2013
 - ✓ G2 Energy Hay Road – COD July 2nd, 2013
 - ✓ G2 Energy Ostrom Road – Generating, COD TBD

Director Rifkind asked about the efforts in Richmond regarding Renewable Energy procurement. Mr. Brehm detailed that prospective development would involve solar projects.

Director Connolly inquired about the Feed-In Tariff. Per Mr. Brehm, the biggest challenge is permitting. MCE is currently reviewing ways to increase uptake in the FIT program.

Mr. Brehm responded to additional questions from the Board and the public.

MCE Public Affairs

Jamie Tuckey, Communications Director, presented this item.

- Highlights and Accomplishments:
 - ✓ 120+ community meetings since January 2013
 - ✓ 50+ news stories published
 - ✓ Redesigned MCE website & marketing materials
 - ✓ MCE service launched to 35,000 Richmond customers
 - ✓ Accredited by Better Business Bureau
 - ✓ Climate Change business Journal Solar Power Achievement Award
- Past Year: Website Traffic
 - ✓ ~50,000 site visits between 10/2012 and 09/2013
 - ✓ 43% new visitors
 - ✓ 12% mobile/tablet users
- Year Ahead
 - ✓ Focus Areas
 - Retain Light Green customers
 - Re-enroll Light Green customer opt outs
 - Increase Deep Green customer enrollments
 - Expand Latino outreach
 - Improve PG&E billing & customer service
 - ✓ Planned Activities
 - Create Deep Green business marketing packet
 - Launch Deep Green & energy efficiency advertising campaigns

- Direct outreach to business customers
- Deepen engagement in business communities
- Build & enhance advocacy relationships
- Simplify and build interactive web tools
- Improve Net Energy Metering billing process
- Create and disseminate video ads

Ms. Tuckey and Ms. Weisz responded to questions from the Board and the public.

Energy Efficiency Update

Beckie Menten, Energy Efficiency Coordinator reported on this item.

Overview

- MEA and Energy Efficiency
 - ✓ Mission Statement
 - ✓ SB 790
 - ✓ Integrated Resources Plan
 - ✓ MEA Energy Efficiency Plan Development
 - ✓ 2012 Program Funding
 - ✓ 2013-2014 Program Funding
- Accomplishments to Date
 - ✓ Ramped up the EE Program
 - E3 Calculators
 - Approved Program Implementation Plan
 - EE Policy Manual
 - Customer Project Review
 - Reporting Requirements
 - ✓ Coordination with Program Partners
 - ✓ Successfully Implemented Program
 - Implementation Phase since early Spring beginning to see results
- Looking Forward
 - ✓ Full On-Bill Repayment Program Ramp Up Q4 2013
 - Single Family Launch October 1
 - Associated Marketing Campaign
 - ✓ Home Utility Reports Mailing October 1
 - ✓ Standard Offer Program Ramp Up
- Measuring Success
 - ✓ Cost Effectiveness
 - Total Resource Cost
 - ✓ Program Administrator Test
 - ✓ Program Performance Metrics
 - ✓ Long-Term Energy Efficiency Strategic Plan
- Program Accomplishments
 - ✓ Initial Program Results
 - ✓ Program Performance Metrics
- Program Timeline
- 2015 and Beyond
 - ✓ Discussion for Application in Progress

- ✓ Potentially Significant Changes to CPUC Portfolio Structure
- ✓ Formal Application Process Likely to Begin Early 2014

Member of the public, Ed Mainland asked about the On-Bill Repayment program and how MCE might capitalize on the financing portion. Ms. Menten advised that MCE was approved and will launch its On-Bill Repayment Program October 1, 2013.

Director Greene asked what type programs are available to businesses to assist with energy saving efforts. Director Sears suggested contacting businesses and larger shopping center property management companies.

Ms. Menten and Ms. Weisz responded to additional questions from the Board and the public.

Chair Connolly suggested a 10-minute break and resume with Item #5

Agenda Item #5 – MCE Jurisdiction and Customer Expansion (Discussion/Action)

MCE Expansion and Ratepayer Impacts

John Dalessi, Technical Consultant, reported on the following:

- Expansion History
- Expansion Experience
- How Can Expansion Benefit MCE Ratepayers?
 - ✓ Greater efficiencies of scale can reduce MCE program costs and help reduce customer rates.
 - ✓ Additional electric purchases can reduce average power supply costs if lower costs power is available in the market.
 - ✓ Growth through expansion offsets customer attrition that might otherwise result in a slow decline.
 - ✓ Expansion can enhance MEA credit standing as continuing customer/member growth signals health and competitive success.
- Estimated MCE Rate Benefits

Ms. Weisz and Mr. Dalessi addressed the following items:

- City of Richmond Impacts on Staff Capacity and Agency Budget FY2012/13
- City of Richmond Impact on Indirect Job Creation and Agency Budget FY2013/14
- Expansion Process for COR
 - ✓ Expansion criteria established
 - ✓ Member application/fee agreement
 - ✓ Applicant analysis
 - ✓ Board approval
 - ✓ Implementation Plan update
 - ✓ Electric procurement
 - ✓ Communication/outreach
 - ✓ Enrollment

Director Butt asked about the number of inquiries MEA has received from other jurisdictions. Ms. Weisz informed the Board that the City of San Pablo and the County of Napa have indicated they are potentially interested in membership.

Ms. Weisz presented the following items:

- Policy 007

- Affiliate Membership Process
- Ordinance for City/Town

Mr. Dalessi and Ms. Weisz responded to questions from the Board and the public.

M/s Butt/Sears (passed 11-0-0) Approved MCE Jurisdiction and Customer Expansion with Policy No. 007 – New Customer Communities rewording. Directors Small and Wachtel were absent.

NOTE: Directors Butt, O’Donnell & Bragman left at the lunch break.

Agenda Item #7 – Tesla Presentation moved up on the agenda.

Agenda Item #6 MCE Support for Local Renewable Projects (Discussion/Action)

After lengthy discussion it was determined that this item should be carried over to the October Technical Committee for additional discussion and possibly creation of some supporting documents.

Agenda Item #7 Presentation from Tesla on Battery Storage and Self Generation Incentive Program (Discussion)

Arch Padmanahan presented on the following components of Stationary Energy Storage:

- Storage Applications
- Architecture
- Site Analysis Method
- Self-Generation Incentive Program (SGIP)Process
 - ✓ Due Diligence
 - ✓ Incentive Application
 - ✓ Installation
 - ✓ Incentive Claim
 - ✓ Reduce Energy Costs

Mr. Padmanabhan responded to questions from the Board and the public.

Agenda Item #8 – Presentation from SMUD on Peak-time Pricing Pilot (Discussion)

Nikolas Rehtiene, representative from SMUD presented on the Interim Evaluation Result of SMUD’s SmartPricing Options (SPO) Pilot.

- Key features of SPO – three pricing plans
- Key features of SPO pilot & enrollment
- SPO design & implementation
- Key findings:
 - ✓ customer acceptance
 - ✓ rates and peak loads
 - ✓ energy savings and IHDs
 - ✓ customer satisfaction
- Experiment measures effect of IHD offer in conjunction with rate offer

Mr. Rechiene responded to questions from the Board and the public.

Agenda Item #9 – Completion of any Unfinished Items

None

Agenda Item #15 – Adjourn

3:34PM

Damon Connolly, Chair

ATTEST:

Dawn Weisz, Executive Officer

**MARIN ENERGY AUTHORITY
BOARD MEETING
THURSDAY, October 3, 2013
7:00 P.M.**

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

Roll Call

Present: Damon Connolly, City of San Rafael, Chair
Bob McCaskill, City of Belvedere
Sloan Bailey, Town of Corte Madera
Larry Bragman, Town of Fairfax
Denise Athas, City of Novato
Katie Hoertkorn, Town of Ross
Tom Butt, City of Richmond
Ford Greene, Town of San Anselmo
Ray Withy, City of Sausalito
Emmett O'Donnell, Town of Tiburon

Absent: Len Rifkind, City of Larkspur
Kathrin Sears, County of Marin
Ken Wachtel, City of Mill Valley

Staff: Dawn Weisz, Executive Officer
Elizabeth Kelly, Legal Director
Rafael Silberblatt, Program Coordinator
Jamie Tuckey, Communications Director
Beckie Menten, Energy Efficiency Coordinator
Jeremy Wean, Regulatory Analyst
Alex DiGiorgio, Community Affairs Representative
Emily Goodwin, Internal Operations Coordinator
Darlene Jackson, Clerk

The meeting was called to order by Director Denise Athas, Novato in the absence of Chair Connolly and Vice Chair Sears.

Public Session: 7:07PM

Agenda Item #1- Board Announcements (Discussion)

None

Agenda Item #2 – Public Open Time (Discussion)

Michael Eisenmenger, Owner of Community Media Center of Marin expressed his appreciation to MEA for its years of support and for providing a letter of support. He also thanked Director Tom Butt for continuing his support of the City of Richmond through his involvement as an MEA Board member.

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

Executive Officer Dawn Weisz reported on the following:

- Thanked the Board for participating in the successful annual retreat.
- Announced last call for CAISO tour. All persons who wish to attend should let Darlene know so that their name can be submitted in advance.
- Power Content Label – will be going out by mail this week.
- Current data shows a significant deep green increase since last year (roughly 40% increase).
- Technical Committee Meeting scheduled for Monday, October 14th.
- Executive Committee Meeting scheduled for Wednesday, October 16th.

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

- C.1 Minutes from 9.5.13 Board Meeting
- C.2 Monthly Budget Report
- C.3 Job Descriptions and Compensation Studies for MCE Positions

M/s O'Donnell/Greene (passed 9-0-0) Approved all items on the consent calendar. Directors Connolly, Rifkind, Sears and Wachtel were absent.

NOTE: Chair Connolly arrived during the EE presentation.

Agenda Item #5 – Energy Efficiency Update (Discussion)

Energy Efficiency Coordinator, Beckie Menten presented this item.

Overview

- Program Update
 - ✓ Multi-Family
 - ✓ Small Commercial
 - ✓ Single Family
 - ✓ Financing Program
- Contract Update
- Multi-Family Program Update
 - ✓ Two new applicants since last meeting
 - ✓ Working with program participants to gain access to data and develop program success case studies
 - ✓ Meet and greet with HUD program officers regarding Marin Housing Authority project
 - ✓ Deep dive meeting to consider incentive redesign
- 2013/14 EE Programs
 - ✓ Small Commercial
 - ✓ Single Family
 - ✓ Financing Programs

- Developed website for financing programs
- Worked with First Community Bank on program documents
- Negotiating OBR Agreement with PG&E
- Press release issued to promote the OBR program
- Approval of statewide financing pilots brings questions/opportunities
- Seeking financing options for distributed generation
- Standard Offer Program
 - Recent acceptance into Intermittent Renewable Resource Management Pilot (IRM2) pilot
 - Allows MEA access to CAISO market
 - Dovetails nicely with original Standard Offer Program (SOP) concept
 - Will be evaluating opportunity for synergy, working on implementation plan
 - January target for customer identification for IRM2 pilot
- Upcoming Contracts
 - ✓ Most contracts developed for 2013 only
 - ✓ Will be addressing changes in program design in upcoming contracts
 - Incentive structure
 - Budget reallocations
 - Looking for new partners
 - ✓ Executive Committee in October, Board approval sought in November

Ms. Menten responded to questions from the Board and public.

Agenda Item #6 Communications Update (Discussion)

Item carried over to November Agenda.

Agenda Item #7 Resolution 2013-09 of the Board of Directors of the Marin Energy Authority Approving the Affiliate Membership Process for New Parties to the MEA Joint Powers Authority Agreement (Discussion/Action)

Executive Officer Weisz reported on this item.

- Policy No. 007: New Customer Communities
- MCE Affiliate Membership Process
- Membership Criteria

Ms. Weisz responded to questions from the Board.

M/s McCaskill/Greene (passed 10-0-0) Approved Resolution 2013-09 Approving Affiliate Membership Process for New Parties to the Marin Energy Authority Joint Powers Authority Agreement. Directors Rifkind, Sears and Wachtel were absent.

Agenda Item #8 – Regulatory Update (Discussion)

Legal Director, Beth Kelly presented this item.

- Overview
 - ✓ Green Option Timeline
 - ✓ PG&E “Green Option” and SB 43

- MEA Regulatory and Legislative Engagement:
 - Ensure that “Green Option” does not create a chilling effect on other green opportunities
 - Ensure that cost allocation and competitive issues are addressed
- Proposed Decision Issued October 1st: EE and CCA
 - ✓ Energy Efficiency – Identifies Application process for CCAs for Energy Efficiency funds.
 - ✓ Proposed Decision states: “It is appropriate for CCAs to administer energy efficiency program”. “Administrators” in the same sense that IOUs are “administrators.” (at 37)
- Proposed Decision Challenges: EE and CCAs
 - ✓ CCAs to receive only electricity, and not gas, funding
 - ✓ Total Resource Cost (TRC) Ratio of 1.0 or 1.25
 - ✓ CCAs may not be able to access “statewide” or “regional” funds
- Residential Rate Design
 - ✓ R. 12-06-013
 - MEA has advocated to ensure CCA customers are treated fairly
 - ✓ AB 327 (not yet signed)
 - Eliminates cap on tier 1 and tier 2 rates
 - Option to change to two-tier structure
 - Allows CPUC to set monthly fixed charges
 - Reforms CARE discount
 - CPUC to act on NEM by 12/31/2015
 - New “distributed resources plan” provision
 - Distributed generation, energy efficiency, energy storage, electric vehicles, demand response

Ms. Kelly, Ms. Menten, and Ms. Weisz responded to questions from the Board.

Agenda Item #9 – Board Member & Staff Matters (Discussion)

None

Agenda Item #10 – Adjourn

8:37PM

Damon Connolly, Chair

ATTEST:

Dawn Weisz, Executive Officer



November 7, 2013

TO: Marin Energy Authority Board
FROM: Greg Morse, Data Analyst
RE: Monthly FY 14 Budget Report (Agenda Item #4 - C.3)
ATTACHMENT: September 2013 Budget Update (Unaudited)

Dear Board Members:

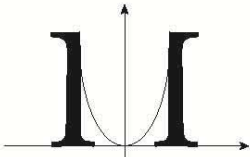
SUMMARY:

The attached budget update compares the recently adopted FY 2014 budget to the unaudited revenue and expenses of MEA for the month ending September 2013.

Expenditures over the last month have been stable. The notable Other Services line expenditure included upgrades to the IT infrastructure for enhanced security and increased IT consultant services to implement those changes. Most line items, including Staff Compensation and Legal Consulting, remain below budget.

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

Recommendation: No action needed. Informational only.



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

Financial Plumblne

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Energy Authority

We have compiled the accompanying budgetary comparison schedules of Marin Energy Authority (a California Joint Powers Authority) for the period ended September 30, 2013. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statement is in accordance with accounting principles generally accepted in the United States of America.

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

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

We are not independent with respect to Marin Energy Authority.

Maher Accountancy

October 21, 2013

TEL 415.459.1249
FAX 415.459.5406
WEB www.mahercpa.com



MARIN ENERGY AUTHORITY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2013 through September 30, 2013

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Revenue - Electricity (net of allowance)	\$ 86,865,000	\$ 39,706,915	\$ 47,158,085	45.71%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Cost of energy	76,427,000	33,979,691	42,447,309	44.46%
Staffing	1,562,000	645,048	916,952	41.30%
Technical consultants	594,000	277,120	316,880	46.65%
Legal counsel	335,000	63,842	271,158	19.06%
Communications consultants and related expenses	650,000	496,736	153,264	76.42%
Data manager	2,534,000	1,173,656	1,360,344	46.32%
Service fees- PG&E	603,000	259,389	343,611	43.02%
Other services	333,000	136,352	196,648	40.95%
General and administration	297,000	147,351	149,649	49.61%
Marin County green business program	15,000	15,000	-	100.00%
Solar rebates	10,000	-	10,000	0.00%
Total current expenditures	<u>83,360,000</u>	<u>37,194,185</u>	<u>46,165,815</u>	<u>44.62%</u>
CAPITAL OUTLAY	20,000	2,737	17,263	13.69%
DEBT SERVICE	1,195,000	642,155	552,845	53.74%
INTERFUND TRANSFER TO:				
Local Renewable Energy Development Fund	<u>51,536</u>	<u>51,536</u>	-	<u>100.00%</u>
Total expenditures	<u>84,626,536</u>	<u>37,890,613</u>	<u>\$ 46,735,923</u>	<u>44.77%</u>
Net increase (decrease) in available fund balance	<u>\$ 2,238,464</u>	<u>\$ 1,816,302</u>		

**MARIN ENERGY AUTHORITY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2013 through September 30, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 2,100,000	\$ 410,260	\$ 1,689,740	19.54%
EXPENDITURES AND OTHER USES:				
CURRENT EXPENDITURES				
Public purpose energy efficiency program	<u>2,100,000</u>	<u>410,260</u>	<u>1,689,740</u>	<u>19.54%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

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

**LOCAL DEVELOPMENT RENEWABLE ENERGY FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2013 through September 30, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 51,536	\$ 51,536	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay	<u>51,536</u>	<u>-</u>	<u>51,536</u>	<u>0.00%</u>
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ 51,536</u>		



November 7, 2013

TO: Marin Energy Authority Board
 FROM: Sarah Gardner, Administrative Associate
 RE: Report on Approved Contracts (Agenda Item #4 - C.4)

Dear Board Members:

SUMMARY:

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

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

Month	Purpose	Contractor	Maximum Contract Amount	Term of Contract
October	Latino Outreach and Translation Services	Elena Velez	\$20,000	6 Months
October	Tax and Related Legal Counsel	Nixon Peabody LLP	\$7,000	5.5 Months
October	OBR Implementation	SNEGNW	\$0	2 Months
October	IT Services	Jay Marshall	\$25,000	5 Months

Recommendation: Information only. No action required.



November 7, 2013

TO: Marin Energy Authority Executive Committee

FROM: Ashley Aberi, Project Aide
Dawn Weisz, Executive Officer
Katie Gaier, Human Resources Consultant

RE: Job Descriptions and Compensation Studies for MCE Positions (Agenda Item # 4 - C.5)

ATTACHMENT: A. Job Description for Communications Director
B. Job Description for Manager of Account Services
C. Job Description for Community Affairs Coordinator
D. Job Description for Account Manager I
E. Job Description for Account Manager II
F. Job Description for Communications Associate

Dear Board Members:

SUMMARY:

As MCE has grown from a new program concept into an operational business serving a large customer base the job classifications and staffing needs have grown and adapted as well. On July 7, 2011, your Board approved a set of job descriptions for the agency that reflected agency needs at that time. Since that time there has been a need to adjust the job descriptions and compensation levels of several positions to conform to new requirements and responsibilities needed by the agency.

In September 2013 MCE reviewed the job descriptions for six positions within the Public Affairs team of the agency: Communications Director, Manager of Account Services, Community Affairs Coordinator, Account Manager I & II, and Communications Associate. Job descriptions and titles were updated where needed. In addition a compensation comparison study was conducted for these positions to evaluate the current appropriate compensation levels for each position. The attached job descriptions and compensation adjustments were presented in the regular meeting of the Executive Committee on October 16, 2013, and recommended for approval.

The methodology used to conduct the compensation comparison study involved matching job descriptions from a variety of public agencies to the five identified MCE positions. In conducting the analysis there was a primary focus on the duties and responsibilities performed, as well a review of the education, experience, and skills required for each position.

The compensation study used public agencies from around California that provide similar services. Because MCE is a public agency that operates like a private electric company, only

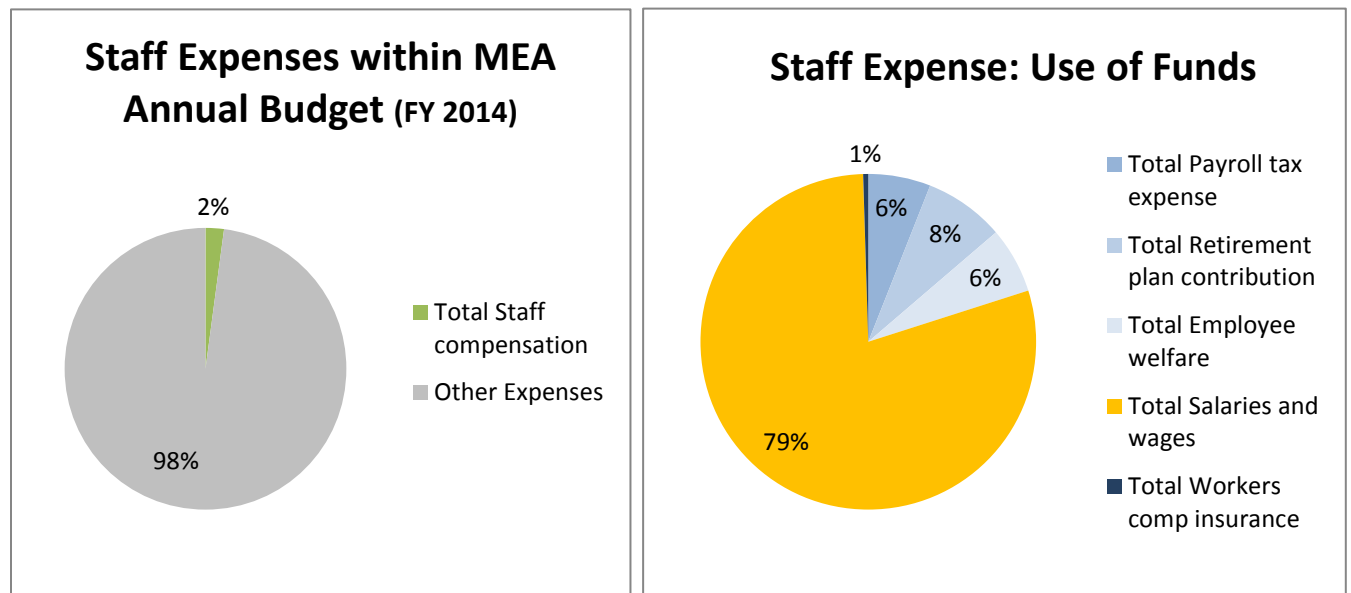
public agencies that were also revenue generating agencies were included in the study. Public agencies with corresponding positions were included in the benchmarking process that resulted in an average minimum and maximum annual salary for each position. Private agencies were excluded from this study.

In the compensation study there are two variables that did not remain constant: 1. cost of living in the employer community, and, 2. inclusion of a 'deferred compensation' pension as part of the benefits package for the employee. All of the public agencies studies provided health and welfare benefits, similar to MCE, but most also provided deferred pension benefits to employees. In contrast, MCE does not offer a deferred benefits pension to employees, but instead contributes 10% of annual salary to a defined contribution 401(a) plan for employees. This approach avoids future liability for the agency, but should be noted when identifying appropriate compensation levels.

The attached job descriptions have been standardized to provide basic documented information for compliance with the Americans with Disabilities Act and appropriate qualifications, knowledge, skills and other requirements that are job-related and meet legal guidelines as well as indicate exempt and non-exempt status as determined by the Fair Labor Standards Act.

The Board-approved budget for FY14 would not need any adjustment to account for the recommended compensation levels for each position. Adequate budget was projected for an increase in staff costs during this fiscal year while hiring delays and conservative hiring practices have resulted in continued savings on staffing costs.

These charts reflect the fiscal impact of staff compensation. The chart on the left illustrates staff expenses as a percentage of the overall MEA budget. The chart on the right breaks down staff expenses by direct salary, benefits, and other related costs.



Communications Director

The Communications Director directs, manages, supervises and coordinates the activities and operations of MCE's public, community and customer affairs. The Communications Director manages external communications and strategy, media relations, graphics, copy writing, and community outreach. The Communications Director develops and implements programs to promote and market MCE programs and represents the agency at meetings, seminars, and conferences. The Communications Director makes presentations to community, elected and professional groups, Board of Directors, and staff. The Communications Director directs and supervises MEA's Public Affairs Team and works under direction from the Executive Officer. The Communications Director exercises considerable independence and judgment in assignments.

Recommendation: Approve revised Job Description for Communications Director and set salary range for this position at \$89,000 - \$118,000 with exact compensation to be determined by Executive Officer within existing Board approved budget.

Manager of Account Services

The Manager of Account Services works under direction from the Communications Director and has responsibility for a wide range of account related issues, including customer service and program operations & development. The Manager of Account Services will work with Pacific Gas and Electric Company (PG&E) and Noble America Energy Solutions (NAES) staff to ensure customer satisfaction and address systemic issues as they arise. The Manager of Account Services will maintain existing MCE programs to ensure proper integration with PG&E, as well as revising programs or developing new programs as necessary. The Manager of Account Services interfaces with key customer accounts, identifies and implements strategies for customer retention, addresses billing issues, and escalated customer concerns. The Manager of Account Services provides rate comparisons, and provides direction to the Account Management team.

Recommendation: Approve revised Job Description and title change for Manager of Account Services and set salary range for this position at \$71,000 - \$92,000 with exact compensation to be determined by Executive Officer within existing Board approved budget.

Community Affairs Coordinator

The Community Affairs Coordinator works under direction from the Communications Director and has a wide range of responsibilities for advancing MCE's programs, and conducting strategic community sales and customer outreach for the Public Affairs division. The Community Affairs Coordinator interfaces with a wide range of community, stakeholder, and customer groups to retain customers and inform community members about MCE programs. S/he is responsible for cultivating, developing, and maintaining relationships with key customer and stakeholder groups, and for communicating MCE's central messages consistently to target audiences via verbal interactions, site visits, professional networking, printed literature, web-based material, electronic correspondence, and public presentations. The Community Affairs Coordinator also participates in community events and performs related work and tasks as needed. S/he conducts local government outreach, and responds to inquiries from customers via email, telephone, and in-person dialogue.

Recommendation: Set salary range for this position at \$65,000 - \$85,000 with exact compensation to be determined by Executive Officer within existing Board approved budget.

Account Manager I & II

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

Recommendation: Set salary range for the Account Manager I at \$49,000 - \$68,000, and Account Manager II at \$55,000 - \$76,000 with exact compensation to be determined by Executive Officer within existing Board approved budget.

Communications Associate

The Communications Associate works under direction from the Communications Director and has a wide range of responsibilities for assisting MCE staff with implementation of community outreach efforts in the Public Affairs division. The Communications Associate may help assist any division of MCE. In addition to assisting with implementation and creation of community outreach programs, the Communications Associate assists the Legal and Regulatory division of MCE with administrative functions, including filing and serving documents with the California Public Utilities Commission. The Communications Associate also assists the Internal Operations division of MCE with as-needed human resources and administrative assistance. The Communications Associate interfaces with a variety of agencies and stakeholder groups, as needed, and interacts with a wide range of customer groups focusing primarily on Deep Green and Social Media.

Recommendation: Approve revised Job Description and Title change for Communication Associate and set salary range for this position at \$45,000 - \$65,000 with exact compensation to be determined by Executive Officer within existing Board approved budget.

Recommendations:

1. Approve the proposed job descriptions as attached.
2. Approve the proposed compensation ranges for each position with exact compensation to be determined by Executive Officer within existing Board-approved budget and commensurate with experience and performance.



Job Description

Communications Director

Summary

The Communications Director directs, manages, supervises and coordinates the activities and operations of MCE's public, community and customer affairs. The Communications Director manages external communications and strategy, media relations, graphics, copy writing, and community outreach. The Communications Director develops and implements programs to promote and market MCE programs and represents the agency at meetings, seminars, and conferences. The Communications Director makes presentations to community, elected and professional groups, Board of Directors, and staff. The Communications Director directs and supervises MEA's Public Affairs Team and works under direction from the Executive Officer. The Communications Director exercises considerable independence and judgment in assignments.

Class Characteristics

The Communications Director performs assignments under the general supervision of the Executive Officer. The Communications Director is responsible for the overall operation of the communications for the Marin Energy Authority and its programs and directs and works collaboratively with external consultants to guide, support and implement MCE's brand strategy with customer service, public relations, marketing, and communications matters. The Communications Director ensures that key, strategic messages are communicated effectively to target audiences and directs customer account management, customer relations and customer retention strategies. The Communications Director manages and coordinates outside consultants retained to provide website services, graphics, writing, advertising, and other related work and is also responsible for administrative functions such as marketing-related budget preparation and tracking.

Supervisory Responsibilities

Oversight of internal public affairs staff, including Manager of Account Services, Account Managers, Community Affairs Representatives, Program Coordinator, and Communications Associate and, as applicable, others. Oversight for external communications and data management consultants; and other external professional service providers.

Essential Duties and Responsibilities (Illustrative Only)

Publicity

- Writes press releases, feature articles and other materials for newspaper, magazines and related venues
- Develops and maintains contacts with and represents the agency in meetings with print, radio and television media, community groups and organizations, business leaders, and other public agencies and governmental representatives
- Creates email newsletters and updates to increase customer acquisition and retention
- Directs and manages event and sponsorship opportunities
- Plans and executes press conferences and events

Customer Service & Expansion

- Plans, develops, executes and manages communications aspect of enrollment of new customers including customer noticing, community outreach, advertising, and customer service representation
- Plans and directs customer care, customer retention and customer relations efforts implemented by internal staff
- Oversees resolution of billing issues, customer complaints, and technical issues that impact customers
- Oversees functions of data manager to improve and streamline customer service
- Plans and directs Deep Green promotional programs
- Explains MEA programs to the public and responds to questions, issues or concerns from customers and the public
- Acts as an agency liaison to local government and community agencies, including communities interested in joining MEA
- Reviews Noble America Energy Solutions customer service representative scripts and processes to ensure effective communication with customers and brand consistency
- Reviews and recommends policies for customer interaction and interface
- Plans, implements and tracks customer programs
- Identifies strategies to increase overall engagement and participation in community

Marketing & Advertisements

- Collaborates with consultants to plan and execute marketing campaigns and communication strategies based on an understanding of MEA program goals and initiatives
- Designs, develops, creates and reviews marketing collateral and promotional materials including booklets, brochures, flyers, and promotional giveaways
- Provides copy for brochures, website, and email communications

- Updates and edits website and oversees the writing, editing, updating and placement of content on website by other staff and consultants
- Collaborates with web programmers on website design and capabilities
- Tracks key performance indicators for website
- Increases traffic through search engine optimization and online visibility strategies
- Collects, tabulates and evaluates data to determine success of marketing projects and programs

Supervisory Duties

- Plans for Public Affairs staffing and hiring needs
- Plans, directs, coordinates and reviews the work plan for assigned Public Affairs staff; assigns work activities, projects and programs; reviews and evaluates work products, methods, and procedures; meets with staff to discuss and resolve related issues
- Tracks and reviews the work of Public Affairs staff, conducts performance evaluations, implements performance correction as needed, trains and coaches staff in work procedures as needed

Internal Communications

- Updates MEA Board of Directors on customer service, marketing, communications, and public relations progress, projects and programs
- Provides talking points to Board of Directors and staff
- Utilizes a variety of computer software programs to prepare and present studies, reports, and graphics to multiple audiences

Break-down of Time spent on various work areas

Publicity	10%
Customer Service & Expansion	30%
Marketing & Advertisements	20%
Supervisory Duties	40%
Internal Communications	10%

Language and Reasoning Skills

- Exercise sound judgment, creative problem solving, and commercial awareness

- Possess keen communication capabilities, verbally, written and graphically through presentations
- Interact effectively with administrative bodies and MEA's Executive Officer and Board of Directors
- Possess time management, project management, dispute resolution and interpersonal relation skills
- Possess excellent customer service skills and communicate clearly and effectively with customers
- Understand, anticipate, and appreciate customer needs and concerns

Experience/Education

- Bachelor's Degree in Public Relations, Public Affairs, Marketing, Business, Journalism, or related field; and
- five (5) years of progressively responsible experience in the field of public affairs and communications; or
- an equivalent combination of education, training, and experience that would provide the knowledge, skills, and abilities listed.

Knowledge

- The organization of local government and concepts of public administration
- The history of Community Choice Aggregation legislation and implementation in California
- Administration of a proactive marketing and public affairs program
- Principle, techniques and methods of public information, integrated marketing communication, community and media relations and public education
- Methods, operational characteristics, services, and activities necessary for effective community outreach
- Public policy process, local and regional government and environmental issues
- Principles and practices of public speaking, public presentations and event planning
- Principles of supervision, training and performance evaluation
- Techniques and methods of preparing information, news release and information materials including graphics and written copy
- Principles, practices and methods of writing, publishing, and disseminating a variety of informational materials; of graphic design, photography, and printing
- Expertise in MS Office Suite, Adobe Illustrator, Adobe InDesign, Adobe Photoshop, and Adobe Acrobat

- Proficient in Joomla, Dreamweaver or HTML
- Understanding of email marketing platforms such as Constant Contact
- Research and statistical methods as applied to the collection, tabulation and analysis of data

Ability to

- Take responsibility and work independently, as well as coordinate collaborative efforts
- Convey complex information in a simple and understandable manner
- Manage multiple priorities, meet deadlines, and quickly adapt to changing priorities in a fast paced dynamic environment
- Achieve goals while providing accurate, timely, and meaningful progress updates
- Work well under pressure
- Be thorough and detail-oriented
- Demonstrate patience, tact, and courtesy
- Identify and solves problems effectively and expeditiously
- Direct, supervise and coordinate the work of assigned staff
- Work weekends and/or evenings to make presentations or attend meetings, and to travel to alternative work locations for these and other purposes

Mathematical Skills

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

Physical Demands

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

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

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

Work Environment

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

The noise level in the work environment is usually moderate.



Job Description

Manager of Account Services

Summary

The Manager of Account Services works under direction from the Communications Director and has responsibility for a wide range of account related issues, including customer service and program operations & development. This position will work with Marin Energy Authority (MEA), Pacific Gas and Electric Company (PG&E) and Noble America Energy Solutions (NAES) staff to ensure customer satisfaction and address systemic issues as they arise. The Manager of Account Services will maintain existing MEA programs to ensure proper integration with PG&E, as well as revising programs or developing new programs as necessary.

Class Characteristics

The Manager of Account Services is the lead customer care representative for MEA's MCE program, providing oversight for MCE customer account management and administrating customer programs under the general supervision of the Communications Director. This job serves as the lead point of interaction between PG&E, MEA and NAES to identify and resolve issues related to MEA and/or PG&E's tariffs, program designs and business operations. In addition to administration of existing programs, this role may require modification and development of new programs to better serve customers.

The Manager of Account Services will also work directly with customers as an Account Manager for strategic accounts and will participate in community events or perform related tasks as needed.

Supervisory Responsibilities

- Provide support and guidance for Account Managers and other staff on account or program-related issues.
- Track and ensure customer inquiries and issues are resolved in a timely manner by MCE staff or partner organizations.
- Identify and execute ad hoc solutions to customer billing issues.

Essential Duties and Responsibilities (Illustrative Only)

- Interface with MEA's call center and PG&E representatives to ensure consistent interaction with customers.

- Supervise development and integration of MCE and PG&E programs including:
- Net Energy Metering
- Foreign language billing
- Bill design
- Balanced Payment Plan
- Account-level opt outs
- Conduct and maintain monthly “Issues List” monthly meetings with PG&E which address deficiencies in the service PG&E provides to MCE customers.
- Identify, advocate for and implement solutions to deficiencies in the service PG&E provides to MCE customers.
- Provide training and materials on both MCE and broader Community Choice Aggregation operations to PG&E staff as-needed.
- Manage strategic accounts, including large commercial and municipal customers.
- Identify and implement solutions to increase customer retention and customer satisfaction with MCE services.
- Conduct community outreach, including participation in public events, presentations, networking and other functions.
- Identify and resolve high-level customer billing issues.
- Provide expertise on demand response options and services.
- Maintain rate models for cost comparison and other analytical purposes.
- Conduct customer follow-up as needed, including providing cost comparisons for strategic accounts.
- Maintain MEA’s business relationships with key PG&E and NAES representatives.
- Provide data analysis support as needed.

Break-down of Time spent on various work areas

Direct Customer Interface	15%
Community Outreach	20%
Program Development, Analysis and Design	30%
Account Management Coordination	35%

Experience/Education

- 3 - 6 years of experience in customer service, energy industry operations and account management.

- Bachelor's or Master's degree in a related field.

Knowledge

- Expertise in electric utility rules, tariffs, bill design and terminology.
- Knowledge of Excel, Word, Adobe Acrobat and PowerPoint.
- Knowledge of account services, customer service, and program management.

Skills and Abilities

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

Mathematical Skills

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

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

Work Environment

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

The noise level in the work environment is usually moderate.



Job Description

Community Affairs Coordinator

Summary

The Community Affairs Coordinator works under direction from the Communications Director and has a wide range of responsibilities for advancing MEA's programs (including MCE), and conducting strategic community outreach and advocacy for the Public Affairs division.

Class Characteristics

The Community Affairs Coordinator interfaces with a wide range of community, stakeholder, and customer groups. S/he conducts strategic outreach and community organizing efforts to advance MEA programs. S/he is responsible for cultivating, developing, and maintaining relationships with key customer and stakeholder groups, and for communicating MCE's central messages consistently to target audiences via professional networking, printed literature, web-based material, electronic correspondence, public presentations, and verbal interactions. The Community Affairs Coordinator also participates in community events and performs related work and tasks as needed. S/he conducts local government outreach, and responds to inquiries from customers via email, telephone, and in-person dialogue. The Community Affairs Coordinator is also responsible for sales related activities on MEA's behalf through effective communications and physical visits to customer sites.

Supervisory Responsibilities

Supervisory responsibilities are not required for this position.

Essential Duties and Responsibilities (Illustrative Only)

- Plan, organize and implement community outreach efforts to enhance marketing of MEA services to the general public, customers, and public agencies.
- Initiate and develop collaborative relationships with community members, local business owners, municipal staff, public officials, and other key stakeholders.
- Expand Deep Green customer participation and Light Green re-enrollments, by emailing, in-site visits, and cold-calling if necessary.
- Emphasize product and service features and benefits, quote costs, and discuss customer terms.
- Build and foster a network of referrals to create new opportunities for customer growth.
- Deliver presentations to various community groups and local representatives.

- Participate in public events to distribute information about MCE and interact with members of the public.
- Cultivate partnerships and mobilize public support for Deep Green co-branding and other promotional opportunities.
- Act as a liaison to local groups, civic institutions, and community-based organizations.
- Respond to customer inquiries.

Break-down of Time spent on various work areas

Community outreach and organizing 70%

- Deep Green & Re-enrollment
- Public Partnership Development

Responding to customer inquiries 30%

Experience/Education

- Bachelor's degree in Communications, Public Administration, Environmental Planning, Business, or a related field; or equivalent years of professional experience.

Knowledge

- Knowledge of environmental policy, public administration, and energy regulation.
- Knowledge of Excel, Word, Adobe Acrobat, and PowerPoint.
- Understanding of diverse communities and cultures.
- Proficient in Spanish.

Skills and Abilities

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

Mathematical Skills

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

Physical Demands

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

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

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

Work Environment

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

The noise level in the work environment is usually moderate.



Job Description Account Manager I

Summary

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

Class Characteristics

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

Supervisory Responsibilities

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

Essential Duties and Responsibilities (Illustrative Only)

- Effectively explain terms and conditions of service to customers and respond to questions clearly and adequately.
- Oversee interactions with billing agent regarding billing presentment.
- Perform rate and bill analysis for customers as appropriate.

- Interface with MEA's call center, data management team, and PG&E representatives to ensure consistent interaction with customers.
- Manage incoming customer inquiries with professionalism and tact.
- Conduct customer follow-up as needed, including providing billing analysis and interfacing with key accounts.
- Insure accurate monitoring and tracking of interactions with customers.
- Attend community events/meetings to represent and present on behalf of MEA as needed.
- Attend MEA Board and Committee meetings as needed.
- Insure correspondence with customers is clear, consistent and timely.

Break-down of Time spent on various work areas

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

Experience/Education

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

Knowledge

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

Skills and Abilities

- Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components.
- Possess strong phone etiquette skills, verbal communications, grammatical and professional business skill sets.
- Interact effectively with customers, local community groups and organizations, and MEA staff.

- Exercise sound judgment, creative problem solving, and commercial awareness.
- Deliver clear oral communication.
- Manage projects and time efficiently.
- Outgoing, confident and detail oriented.
- Adept at multi-tasking.
- Self-motivated with a strong drive to resolve issues quickly and effectively.
- Manage multiple priorities and quickly adapt to changing priorities in a fast paced, dynamic environment.
- Take responsibility and work independently, as well as coordinate team efforts.
- Work accurately and swiftly under pressure.
- Demonstrate patience, tact, and courtesy.

Mathematical Skills

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

Physical Demands

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

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

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

Work Environment

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

The noise level in the work environment is usually moderate.



Job Description

Account Manager II

Summary

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

Class Characteristics

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

Supervisory Responsibilities

This job may require some supervisory responsibilities.

Essential Duties and Responsibilities (Illustrative Only)

- Effectively explain terms and conditions of service to customers and respond to questions clearly and adequately.
- Oversee interactions with billing agent regarding billing presentment.
- Perform rate and bill analysis for customers as appropriate.
- Interface with MEA's call center and PG&E representatives to ensure consistent interaction with customers.
- Manage incoming customer inquiries with professionalism and tact.

- Conduct customer follow-up as needed, including providing billing analysis and interfacing with key accounts
- Insure accurate monitoring and tracking of interactions with customers
- Verify the status of customer requests through the Marin Clean Energy website.
- Attend community events to represent MEA as needed.
- Insure correspondence with customers is clear, consistent and timely.

Break-down of Time spent on various work areas

Direct Customer Interface	35%
Customer Data Tracking and Planning	35%
Account Management Coordination	30%

Experience/Education

- 4 -7 years of experience managing key accounts with a utility or energy service provider.
- Bachelor's or Master's degree in a related field;
- an equivalent combination of education, training, and experience that would provide the knowledge, skills, and abilities listed.

Knowledge

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

Skills and Abilities

- 4 -7 years of experience managing key accounts with a utility or energy service provider
- Perform rate comparisons and bill calculations with multiple rate classes, tiers and billing components
- Possess strong phone etiquette skills, verbal communications, grammatical and professional business skill sets.
- Interact effectively with customers, local community groups and organizations, and MEA staff.
- Exercise sound judgment, creative problem solving, and commercial awareness.
- Deliver clear oral communication.
- Manage projects and time efficiently.
- Outgoing, confident and detail oriented.
- Adept at multi-tasking.
- Self-motivated with a strong drive to resolve issues quickly and effectively.

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

Mathematical Skills

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

Physical Demands

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

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

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

Work Environment

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

The noise level in the work environment is usually moderate.



Job Description

Communications Associate

Summary

The Communications Associate works under direction from the Communications Director and has a wide range of responsibilities related to the implementation of community outreach efforts for the Public Affairs division of MEA. The Communications Associate also plans, tracks and executes social media campaigns and The Communications Associate may help assist any division of MEA.

Class Characteristics

In addition to assisting with implementation and creation of community outreach programs, the Communications Associate assists the Legal and Regulatory division of MEA with administrative functions, including filing and serving documents with the California Public Utilities Commission. The Communications Associate also assists the Internal Operations division of MEA with as-needed human resources and administrative assistance. The Communications Associate interfaces with a variety of agencies and stakeholder groups and interacts with a wide range of customer groups focusing primarily on Deep Green and Social Media.

Supervisory Responsibilities

Supervisory responsibilities are not required for this position but may include assistance in hiring and supervision of Interns.

Essential Duties and Responsibilities (Illustrative Only)

Communications & Public Affairs

- Assist with planning, organization, and implementation of organize press conferences
- Distributes press releases
- Track and coordinate MEA sponsorships
- Prepare, staff, track and coordinate MEA community events and meetings
- Track and coordinate print and electronic marketing campaigns
- Create, implement and track social media campaigns
- Track Deep Green customer enrollments
- Prepare and mail Deep Green welcome packets

- Prepare, maintain and deliver Deep Green Champion marketing materials for commercial accounts
- Interface with Deep Green commercial accounts
- Review copy for printed and web materials
- Review & update marketing copy on printed and electronic materials
- Update website as needed
- Draft customer newsletters
- Prepare and mail miscellaneous documents as needed such as information packets for interested parties
- Coordinate Public Affairs team meetings

Legal & Regulatory Assistance

- File and serve documents with the California Public Utilities Commission

Internal Operations Assistance

- Work with MEA's Human Resources consultant to review staff positions and compensation ranges and complete compensation studies
- Provide recommendations for compensation ranges to MEA Board of Directors
- Work with MEA's Human Resources Consultant to create and implement internal office policies for MEA

Break-down of Time spent on various work areas

Communications & Public Affairs	85%
Legal & Regulatory Assistance	10%
Internal Operations Assistance	5%

Experience/Education

- Bachelor's degree in a related field, and
- 1 year of experience in a related field, or
- an equivalent combination of education, training, and experience that would provide the knowledge, skills, and abilities listed.

Knowledge

- The organization of local government
- The history of Community Choice Aggregation legislation and implementation in California

- Principles, techniques and methods of public information and education, and community relations
- Operational characteristics and activities necessary for effective on-the-ground community outreach
- Best practices for event planning
- Best practices and techniques of social media marketing
- Understanding of email marketing platforms such as Constant Contact
- Expertise in MS Office Word, PowerPoint, and Adobe Acrobat
- Knowledge of MS Excel
- Fundamentals of Human Resources, emphasizing on compensation, policy implementation, and recruitment
- Basic knowledge of the CPUC regulatory filing system

Skills and Abilities

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

Mathematical Skills

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

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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

Work Environment

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

The noise level in the work environment is usually moderate.



November 7, 2013

TO: Marin Energy Authority Board

FROM: Emily Goodwin, Internal Operations Coordinator

RE: Policy 008 – Accounts Receivable Reserve Policy (Agenda Item #5)

ATTACHMENT: Draft Policy 008 – Accounts Receivable Reserve Policy

Dear Board Members:

SUMMARY:

Noble Americas Energy Solutions (NES) currently serves as Data Manager for MEA's customer billing and accounts receivable. NES exchanges data with PG&E related to customer billing, ageing and collections. Since MEA's service launch in 2010, staff has worked closely with NES and Maher Accountancy to determine the best accounts receivable reserve practice, as a way to manage uncollectible accounts.

Based on industry norms, MEA has recorded reserves for uncollectible accounts for financial reporting purposes at 0.5 to 1.0% of revenue. The determination of actual results is complicated by the very long collection cycle of 10 – 12 months or longer. Also, since NES does not remove many older delinquent balances from the accounts receivable database, the balance of the reserve for uncollectible accounts has continued to increase as a percentage of outstanding accounts receivable. Notably, the cumulative reserve has remained relatively stable as compared to cumulative revenue.

A policy has been drafted to:

- a. Formalize a procedure to reasonably estimate the amount of revenue from customers that will not be collected by MEA and to record that amount in the period that that revenue is recognized (earned).
- b. Provide a means to allow for late collections of customer payments to be properly accounted for in the Customer Accounts Receivable database

managed by NES (including those balances that are very unlikely to be collected) while reporting amounts in the financial statements for which collection is reasonably possible and a related allowance for uncollectible accounts so as to report the net amount expected to be collected.

The draft Policy 008 would enable MEA staff and accountants to accurately report accounts receivable, net assets and earnings, by estimating the rate of collection of amounts billed to customers; this is accomplished by evaluating and monitoring historical rates of collection of amount billed to customers. Consideration for changes in the ratio of commercial to residential customers, demographics and other factors that might influence changes from historical rates are included in the proposed policy.

Your Executive Committee discussed and approved this draft Policy 008 at the October 16, 2013 Executive Committee meeting and gave staff direction to bring it to the November 7, 2013 Board meeting.

Recommendation: Approve the draft Policy 008 - Accounts Receivable Reserve Policy.



POLICY NO. 008 – ACCOUNTS RECEIVABLE RESERVE POLICY

Policy to Estimate and Record Reserve for Uncollectible Accounts

In order to accurately report accounts receivable, net assets and earnings, management will estimate the rate of collection of amounts billed to customers by evaluating and monitoring historical rates of collection of amount billed to customers. Consideration shall be given to changes in the mix of customers (commercial or residential), demographics, or other factors that might influence changes from historical rates.

As changes in historical rates of collection are identified, management will adjust estimated reserve amount and record uncollectable amounts to align with most recent data. Staff will review historical data no less than twice annually and evaluate any changes that may be needed to the estimated reserve amount and recorded uncollectable amounts.



November 7, 2013

TO: Marin Energy Authority Board
FROM: John Dalessi, Greg Brehm Operations and Procurement
RE: MCE Integrated Resource Plan (Agenda Item #6)
ATTACHMENT: 2013 Marin Clean Energy Integrated Resource Plan

Dear Board Members:

SUMMARY: The 2013 annual update of the Marin Clean Energy Integrated Resource Plan (“IRP”) has been completed and is recommended for approval by your Board. The IRP describes how the Marin Energy Authority (“MEA”) intends to supply its customers with electricity and related services to achieve the policy goals established for the Marin Clean Energy Program (“MCE”). The primary objective of the IRP is to articulate how MEA plans to meet the energy needs of MCE customers at stable and competitive prices with the lowest possible environmental impact. The IRP describes how MEA will accomplish this objective by replacing, to the extent economically feasible, fossil-fueled energy generation with zero carbon energy generation, increasing the use of renewable energy resources, improving the efficiency with which customers use energy, and promoting order of magnitude increases in the deployment of local solar and other clean, distributed generation within the MCE service area.

The IRP looks out over the next ten years to establish the resource priorities and policies that will be used in procuring energy for MCE customers. The ten-year planning period facilitates a long-term view to guide the energy procurement activities undertaken by MCE program management. The IPR also allows potential renewable energy project developers to make informed investment decisions and to match project timelines to MCE’s resource requirements. However, resource planning and procurement are dynamic processes, and the IRP will be updated annually to reflect changes in the MCE program, the energy market, customer needs, regulatory conditions, and other relevant considerations. With the IRP, MEA will continue to pursue its long-term vision of delivering 100% renewable energy to MCE customers, while retaining flexibility to adapt to changing conditions in the marketplace and the regulatory environment in which MEA operates.

Background: The purpose of the IRP is threefold: 1) to quantify resource needs over the planning period; 2) to prioritize resource preferences and set forth other

relevant energy procurement policies; and 3) to provide guidance to program management with regard to the procurement of various energy products that will be necessary to promote successful, ongoing operation of the MCE program. In practical terms, the plan documents the energy procurement policy guidelines established by the MEA Board to which program management adheres in its day-to-day administration of the electric supply activities of MEA.

The IRP documents how the MCE program will fulfill the key policy objectives that have been established for the program, which are to:

- Reduce emissions of green-house gasses and other pollutants from the electric power sector through increased use of renewable energy resources and reduced reliance on fossil-fueled resources.
- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Benefit the area's economy through investments in local infrastructure and energy programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of enhanced customer energy efficiency, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in supply and demand-side resources.

The IRP translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MEA's projected customer needs and MEA's existing resource commitments. The IRP identifies the timing and magnitude of any additional energy procurement needed to meet the specified resource goals. It also describes the procurement methods that MEA will utilize and the specific procurement authorities that apply to various resource commitments.

This 2013 annual update of the IRP reflects a number of changes that were made to the 2012 IRP, including:

- Updates to load forecasts, contracted resources, energy efficiency projections, and outstanding resource needs.
- Additional figures and tables are presented in this IRP regarding Deep Green participation, Zero Carbon energy and Flexible Capacity procurement targets.
- Additionally, this IRP provides details regarding two new resource procurement initiatives being implemented by the California Independent System Operator: Flexible Capacity and Energy Storage. These requirements will impact MEA policy decisions in the coming year.

Recommendation: Approve the 2013 Marin Clean Energy Integrated Resource Plan.



MCE

Integrated Resource Plan Annual Update

November 2013

DRAFT

MCE Integrated Resource Plan Annual Update

Approved 11-xx-2013

Contents

Introduction	4
Purpose of Resource Plan	4
General Resource Planning Principles	6
Electric Sales Forecast.....	6
Enrolled Customers.....	7
Deep Green Program Participation.....	8
Baseline Customer and Consumption Forecast.....	8
Energy Efficiency	8
Net Energy Metering Program.....	9
Demand Response Program	9
Resources.....	9
Existing Resource Commitments	10
Current Resource Mix	12
Resource Needs	12
Renewable Resources	12
Carbon Neutral Resources	15
Capacity Resources	15
System Energy.....	15
New Resource Requirements	16
Flexible Capacity	16
Energy Storage	17
Procurement.....	17
MEA Generation Development.....	17
Renewable Resource Power Purchases	18
Feed In Tariff	19
Figure 5: San Rafael Airport Solar Generation	19

Carbon Neutral Resource Power Purchases	20
System Resources and Specified Power Purchases	20
Capacity Resource Purchases.....	20
Procurement Methods and Authorities.....	20
Procurement Methods.....	20
Procurement Authorities	21
Short-term contracts.....	21
Medium-term contracts.....	21
Long-term contracts.....	22
Capital Projects and Debt.....	22
Other Energy Procurement.....	22
Appendix A: Load and Resource Tables	23

Introduction

The Marin Energy Authority (MEA) provides retail electric generation services to customers within its service area comprising the political boundaries of Marin County and the City of Richmond in Contra Costa County. Through its MCE electric aggregation program, MEA provides service to nearly eight out of ten electricity customers in the region, and MEA is the default electric generation provider for new or relocated customers within its service area. MEA strives to provide electric services to its customers at stable and competitive prices utilizing the cleanest possible sources of energy. With these objectives in mind, MEA plans for and secures commitments from a diverse portfolio of electric resources to reliably serve its customers' needs on a long-term basis. The Marin Energy Authority Implementation Plan and Statement of Intent, revised and adopted in July, 2012, presented MEA's initial resource plan. This resource plan updates the existing plan and documents MEA's resource planning objectives for the next ten year planning period.

Purpose of Resource Plan

The resource plan has three primary purposes. These are to: 1) quantify resource needs over the planning period; 2) prioritize resource preferences and set forth other relevant energy procurement policies; and 3) provide guidance to the electricity procurement process undertaken by program management. In practical terms, the plan documents the energy procurement policy guidelines established by the MEA Board to which program management adheres in its day-to-day management of the electric supply activities of MEA. Going forward, MEA's resource plan will be updated and approved by the MEA Board of Directors annually.

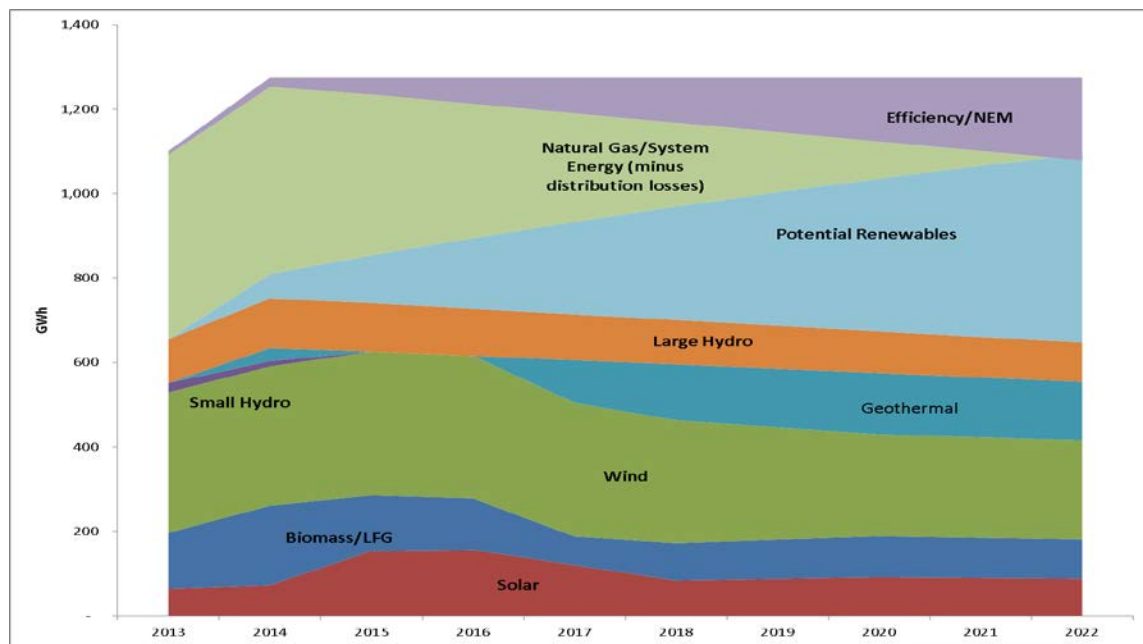
Highlights of the resource plan include the following:

- MEA will manage a portfolio of electric resources to maintain a renewable energy content of greater than 50% during the ten-year planning period and progress toward a long term goal of increasing the renewable resource content to 100%.
- MEA currently manages a portfolio of fifteen energy contracts with ten different energy suppliers and anticipates managing an increasing number of energy contracts in carrying out the resource plan.
- MEA is largely resourced for the next several years, having contracted for most of its projected needs for bundled renewable energy through 2017, non-renewable energy through 2017 and capacity through 2015. However, MEA has a short term need for bundled renewable energy in 2014 (PCC1) and a longer term need beginning in 2017 (PCC1 and PCC2); MEA also has a need for capacity purchases to meet resource adequacy obligations beginning in 2015.
- The majority of MEA's voluntary renewable energy purchases (those in excess of RPS-eligible purchases) are under contract through the end of 2013. MEA has a need for renewable energy certificates in 2014 and beyond to support RPS compliance (PCC3) and voluntary renewable energy targets (Green E). MEA also has a need for carbon neutral energy in 2014 and beyond to support voluntary GHG emissions targets.

- MEA currently has approximately 2,430 customers generating renewable electricity under MEA’s Net Energy Metering Tariff representing 20,100 KW (20.1 MW) of local renewable generating capacity; MEA plans to increase total NEM generating capacity within the service area to 47,000 KW (47 MW) by 2021.
- MEA is planning for an additional 10,000 KW (10 MW, above and beyond the aforementioned expansion to NEM generating capacity) of distributed solar photo-voltaic generation within the service area by 2021. MEA began promoting in-area distributed generation in June of 2013 through direct investment in pre-development permitting for new projects, subject to Board approval of specific generation projects.
- Energy efficiency programs are expected to offset MEA’s annual energy and capacity requirements by 2% and 3%, respectively during the current planning period; demand response programs will offset MEA’s annual capacity requirements by 5% during the current planning period.
- MEA will procure its energy needs through various methods as appropriate, including bilaterally negotiated agreements, requests for proposal processes, and the annual Open Season process.
- Specific authorities for entering into energy procurement contracts are allocated among management, the MEA Board, and subsets of the MEA Board depending upon the term of the resource commitment and whether the procurement is consistent with the adopted resource plan.

Figure 1 illustrates the projected resource mix during the period covered by this resource plan. The projected mix is illustrative; actual resource utilization will depend upon market conditions and resource availability at the time MEA engages in additional energy procurement.

Figure 1: MCE Resource Mix, 2013-2022



General Resource Planning Principles

MEA's resource planning considers three planning horizons: 1) the long-term planning horizon represents plans to serve load – i.e., the electric energy requirements of MCE customers – during the next ten years or longer; 2) the medium term planning horizon represents planning during the next five years; and 3) the short term planning horizon represents the plan for meeting load during the next twelve months. In contrast, the operating horizon represents the period of time from next hour to approximately 90 days out – during this period all or virtually all resource commitments have been made and only adjustments are necessary to address short term operating variability related to weather and other uncertainties. While long term plans will have a combination of firm resource commitments and unfilled or “open” resource needs that have been identified, resource commitments increasingly become firm and converge with the planned resource commitments as the operating horizon approaches.

MEA policy, established by MEA's founding documents and directed on an ongoing basis by the MEA Board of Directors, guides the resource plan and the ensuing resource procurement activities that are conducted in accordance with the plan. The key policies are as follows.

MEA will:

- Reduce emissions of green-house gasses and other pollutants from the electric power sector through increased use of renewable energy resources and reduced reliance on fossil-fueled resources.
- Maintain competitive electric rates and increase control over energy costs through management of a diversified resource mix.
- Benefit the area's economy through investments in local infrastructure and energy programs.
- Help customers reduce energy consumption and electric bills through investment in and administration of enhanced customer energy efficiency, cost effective distributed generation and other demand-side programs.
- Enhance system reliability through investment in supply and demand-side resources.

This plan translates these broad policy objectives into more specific plans for the use of various types of electric resources, taking into consideration MEA's projected customer needs and MEA's existing resource commitments.

Electric Sales Forecast

MEA's long term sales forecast is primarily influenced by certain structural or macro variables related to the number of customers receiving service in the MCE program. These macro variables include the potential for expansion of MEA's membership to other communities, with the expansion to the City of Richmond being the most recent example, and customer participation/opt-out rates. These macro variables are the primary driver of the load forecast and they dominate the effects of the usual load influencing micro variables related to weather, economic cycles, population growth, and changes in customer consumption patterns. The long term load forecast incorporates the impacts of the macro

variables as well as seasonal electricity consumption patterns of MEA’s customer base, while the other, micro variables are considered in MEA’s short term operational load forecasts used for day-to-day scheduling of load and resources.

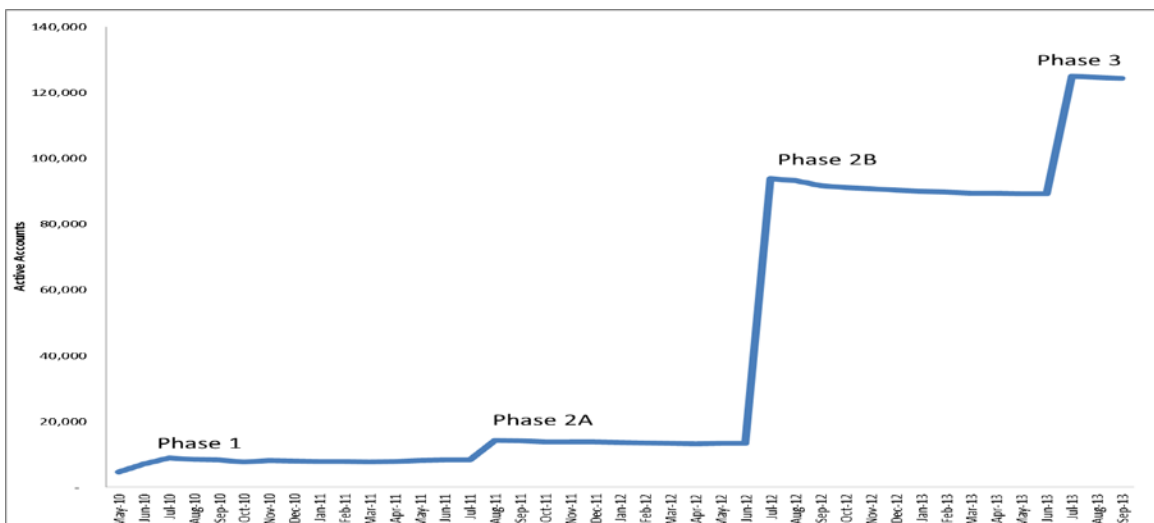
Enrolled Customers

With the recently completed City of Richmond enrollments in July, 2013, MEA currently serves approximately 125,000 customers. No additional membership expansion is specifically planned for at this time, although such expansions may take place during the ten-year planning horizon if decided by the MEA Board. The resource planning effects of any additional membership would be addressed during the time that any such expansion is being considered and reflected in a future update of the resource plan.

Historical customer participation rates experienced since the initial customer enrollments in May, 2010, as measured by the proportion of customers who have been offered service and who remain enrolled with MEA, have averaged approximately 77%. The vast majority of customer “opt-outs” have occurred in the period prior to enrollment and within 120 days following enrollment during which time multiple notices are provided to all customers explaining their service options and providing the mechanism by which customers can elect to remain with or return to PG&E bundled generation service. Following the initial opt-out period, MEA’s customer base shows significant stability, with new customers generally offsetting customer attrition. It is noteworthy that in the most recent expansion of the MCE program, the Phase 3 expansion into the City of Richmond, the customer retention rate has been higher than for earlier phases, and is currently calculated at approximately 85%.

Figure 2 shows the recorded numbers of active customers since the Phase 1 launch in May, 2010. The customer base shows considerable stability between the phased expansions that occurred in May, 2010 (Phase 1A), July, 2010 (Phase 1B) and August, 2011 (Phase 2A). The downward trend immediately following the Phased enrollments is an indication of customer opt-outs which gradually taper off during the post enrollment period.

Figure 2: Active MCE Customers



Deep Green Program Participation

MEA offers a voluntary 100% renewable energy option for customers through its Deep Green program, and participation in the Deep Green program determines the incremental renewable energy volumes that must be procured to supply these customers. The energy requirements of Deep Green customers are supplied from MEA’s portfolio of renewable energy resources and through incremental purchases of Green-e Energy certified renewable energy certificates to achieve an overall 100% renewable energy content for the Deep Green product. Currently, 1,800 customers have enrolled in the Deep Green program, equating to 1.44% of all MEA customers. The participation rate has increased slightly from 1.37% just prior to the recent Richmond enrollment. The expected Deep Green participation rate during the planning period is expected to grow to 5% as MEA continues to market this program to its customers. On a kWh basis, Deep Green participation is currently 0.7% among residential customers, and 2.25% among commercial customers.

Table 6: MCE Deep Green Participation, 2013

Deep Green Participation (kWh) as of September 2013

	Total Active Accounts	Total Deep Green	Residential Deep Green	Commercial Deep Green
Consumers	123,815	1,850	1,573	277
		1.49%	1.27%	0.22%
Retail Sales net of NEM Generation (kWh)	93,974,480	2,998,711	684,079	2,314,633
		3.19%	0.73%	2.46%
Total Retail Sales Generation (KWh)	102,882,989	3,033,600	718,968	2,314,633
		2.95%	0.70%	2.25%

Baseline Customer and Consumption Forecast

MEA’s electricity forecast starts with a forecast of customers by end-use classification (residential, commercial, etc.). Class-typical monthly energy consumption, derived based on historical data, is applied to yield a monthly energy forecast by customer class. Hourly class load profiles are used to further break down the monthly energy forecast into hourly values in order to derive time-of-use and peak demand values. Certain adjustments are then made to this base forecast to account for factors not reflected in the historical data. MEA makes explicit adjustments to this forecast to account for the load impacts of its energy efficiency, net energy metering and demand response programs.

Energy Efficiency

As referenced in the MEA Implementation plan, studies have indicated that a reasonable long-term goal for energy efficiency programs in MEA’s service area is to reduce overall annual energy consumption by approximately 2%. MEA’s 2014 peak demand forecast is 218 MW, and annual consumption is forecast

to be 1,252,000 MWh; 2% of which is 25,040 MWh. Achieving this level of savings will require development of specific programs, the requisite funding, and time to deploy the efficiency measures.

MEA has developed specific programs for 2012-2014 and has received funding through the CPUC from energy efficiency program funds collected from customers in the service area. MEA has set initial annual savings goals of 5,000 MWh for 2013 and 15,000 MWh for 2014. MEA's Summer Peak Demand reduction goal for 2013 is 0.5 MW and 1.5 MW for 2014. These programs represent MEA's initial efforts to provide energy efficiency services and will be expanded as experience is gained and additional opportunities are identified during the planning period.

Net Energy Metering Program

MEA provides among the strongest incentives in the nation to promote customer-sited distributed generation through its Net Energy Metering (NEM) program. The MEA NEM program pays eligible customer-generators the full retail rate normally applicable to the customer's consumption plus an additional 1 cent per kWh incentive for any surplus energy production. There are currently more than 2,430 customers subscribing to the NEM program, representing approximately 20,100 KW (20.1 MW) of local renewable generation, 16.7 MW of this installed solar capacity qualifies for Resource Adequacy because of the reduced capacity factor of solar generation during the peak demand month of June. MEA anticipates increasing NEM participation to approximately 47,000 KW (47 MW) over the next ten years. During the planning period, management will periodically evaluate MEA's NEM program to balance the achievement of MEA's long-term distributed generation goals and related impacts to MCE electric rates.

Demand Response Program

MEA does not yet administer a demand response program, although MEA customers are eligible for many of the programs administered by PG&E, and MEA receives corresponding capacity credits that are allocated by the CPUC and which reduce MEA's need to procure resource adequacy capacity. Currently, DR programs provide 2% of MEA's resource adequacy requirements. MEA's goal for the planning period is to meet 5% of its total capacity requirements through demand response programs that will be operated directly by MEA or through utility administered programs for which MEA customers are eligible. MEA requested participation in a CPUC administered Demand Response Pilot program in August of 2013.

Resources

This section discusses MEA's resource needs during the planning period taking account of the projected energy requirements of MEA's customers and the existing contractual resource commitments that MEA has secured to date. The MEA supply portfolio consists of a variety of generation resource types that are designed to be responsive to MEA's expressed policies as well as relevant regulatory requirements governing MEA's operations.

Existing Resource Commitments

MEA has entered into fourteen separate power purchase commitments for conventional and renewable energy, unbundled renewable energy certificates (RECs), and resource adequacy capacity. The existing resource commitments are described below.

Shell Energy North America (SENA), energy, capacity, renewable energy, scheduling services

The SENA agreement and associated confirmations (3 confirmations) provides for SENA to supply scheduling coordinator services for MEA and specified volumes of energy, capacity, and renewable energy. The confirmations extend through 2017 for energy and scheduling services, 2015 for capacity and 2016 for renewable energy. The SENA agreement initially covered all of MEA's resource requirements and will continue to do so until energy deliveries from other MEA contracts begin. SENA supplied volumes will be reduced as energy from other MEA power purchase agreements come online.

Genpower LLC, renewable energy

The Genpower agreement extends for a twenty-year term from commercial operation date of February 13, 2013. The existing 2.4 MW landfill gas to energy project located in Lincoln, California was expanded, adding 2.4 MW of additional generation capacity. MEA is currently accepting delivery of energy production and renewable attributes from both engines at an average capacity of 3.55 MW. No capacity attributes are associated with the facility. Annual Energy deliveries are estimated at 31,000 MWh.

G2 Energy LLC Landfill Gas to Energy, renewable energy

MEA has two contracts with G2 Energy LLC. Both agreements extend for an eighteen-year term from their commercial operation date. MEA has contracted for a new 1.6 MW landfill gas to energy project located in Solano County, California; commercial operation date of July 2nd, 2013. MEA's second agreement with G2 Energy is for an additional 1.6 MW of generation being added to an existing 1.6 MW landfill gas to energy project located in Yuba County, California; commercial operation date of September 11th, 2013. MEA will schedule and take delivery of energy production from both engines and receive the associated renewable attributes. No capacity attributes are associated with either of the G2 Facilities. Energy deliveries are projected to average approximately 25,000 MWh per year during the term.

Cottonwood Solar LLC, renewable energy, capacity

The Cottonwood agreement extends for a twenty-five year term from commercial operation of a new 24 MW PV project located in Kern and Kings County, CA and a new 1 MW project located within Marin County. MEA will schedule and take delivery of energy production from these facilities and receive the associated renewable and capacity attributes. Energy deliveries are projected to average 63,650 MWh per year during the term. The expected online date is February, 2015.

RE Kansas LLC, renewable energy, capacity

The RE Kansas agreement, originally a two year short term PPA is expecting an early commercial operation date, adding an additional year of renewable energy production from a new 20 MW PV project located in Kings County, California. MEA will schedule and take delivery of energy production

from the facility and receive the associated renewable and capacity attributes. Energy deliveries are projected to average 49,000 MWh per year during the term. The expected online date is January, 2015.

Rio Solar 1 LLC

The Rio Solar 1 agreement was terminated because of its failure to meet its expected online date of March, 2013.

US Western Area Power Administration

Under the agreement with Western, MEA will receive a specified allocation of hydro-electric energy produced by the federal Central Valley Project. Deliveries will commence in January, 2015 and continue for a ten year term. Energy deliveries are projected to average 20,000 MWh per year during the term.

San Rafael Airport Feed-In Tariff Project, renewable energy, capacity

The San Rafael Airport FIT agreement extends for a twenty-year term from commercial operation date of October 29th, 2012. The new 972kW PV project is located in San Rafael, California. Energy deliveries offset MEA load and are in line with projected average generation of 1,600 MWh per year during the term. .

Calpine Energy Services

Under the agreement with Calpine, MEA will receive a specified allocation of Geothermal-electric energy produced by the Northern California Geysers Project. 3 MWs of energy and capacity will be delivered January through December of 2014 with 10 MWs of energy and capacity commencing in January of 2017 and continuing for a ten year term. Energy deliveries are projected to average 26,000 MWh for 2014 and 87,000 MWh per year during the 2017 to 2026 term.

OneEnergy, Inc, renewable energy certificates

The OneEnergy agreements (two master power purchase agreements) and associated confirmations (three confirmations) provide for delivery of RPS qualifying and Green-e Energy certified renewable energy certificates during 2012 and 2013 from one or more wind facilities located within the Western Electric Coordinating Council region. RPS eligible volumes are 15,000 MWh and 38,000 MWh for 2012 and 2013, respectively. Green-e Energy certified volumes are 125,000 MWh and 250,000 MWh for 2012 and 2013, respectively.

Middlefork Irrigation District, renewable energy certificates

The Middlefork ID agreement and associated confirmation provides for delivery of RPS qualifying renewable energy certificates during 2012 and 2013 from a hydro-electric facility located near Mt Hood, Oregon. Volumes are 20,000 MWh and 22,000 MWh for 2012 and 2013, respectively.

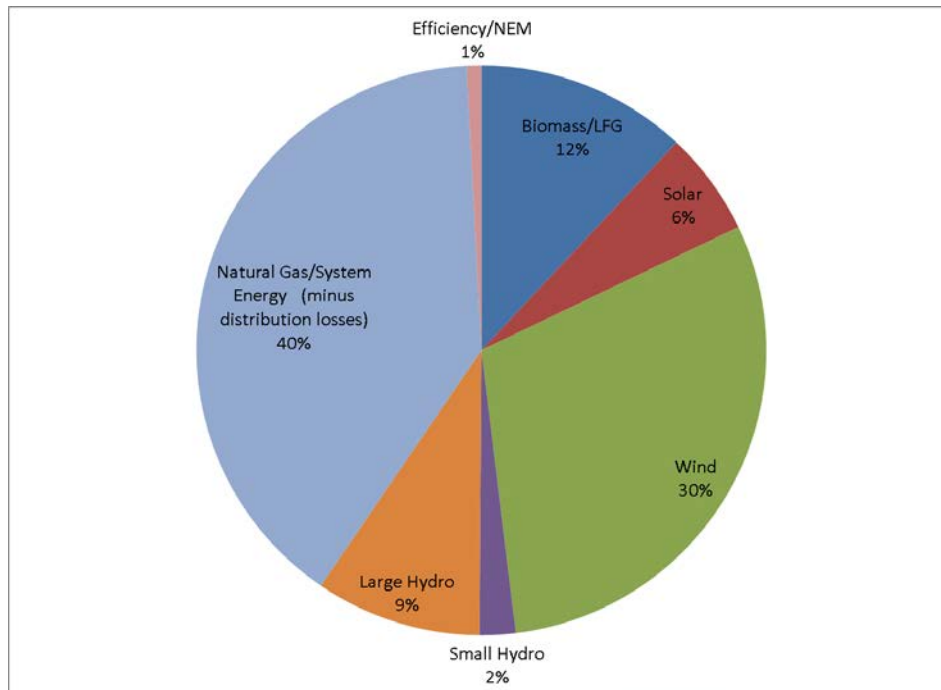
3 Degrees Group, Inc, renewable energy certificates

The 3 Degrees agreement and associated confirmation provides for delivery of Green-e Energy certified renewable energy certificates during 2011 and 2012 from one or more wind facilities located within the Western Electric Coordinating Council region. Volumes are 8,000 MWh and 10,000 MWh for 2011 and 2012, respectively.

Current Resource Mix

MEA’s current resource mix includes the highest proportion of renewable energy (51%) of any known utility in California. Figure 3 shows the current mix of resources attributable to the MCE Program.

Figure 3: MCE 2013 Resource Mix [estimated]



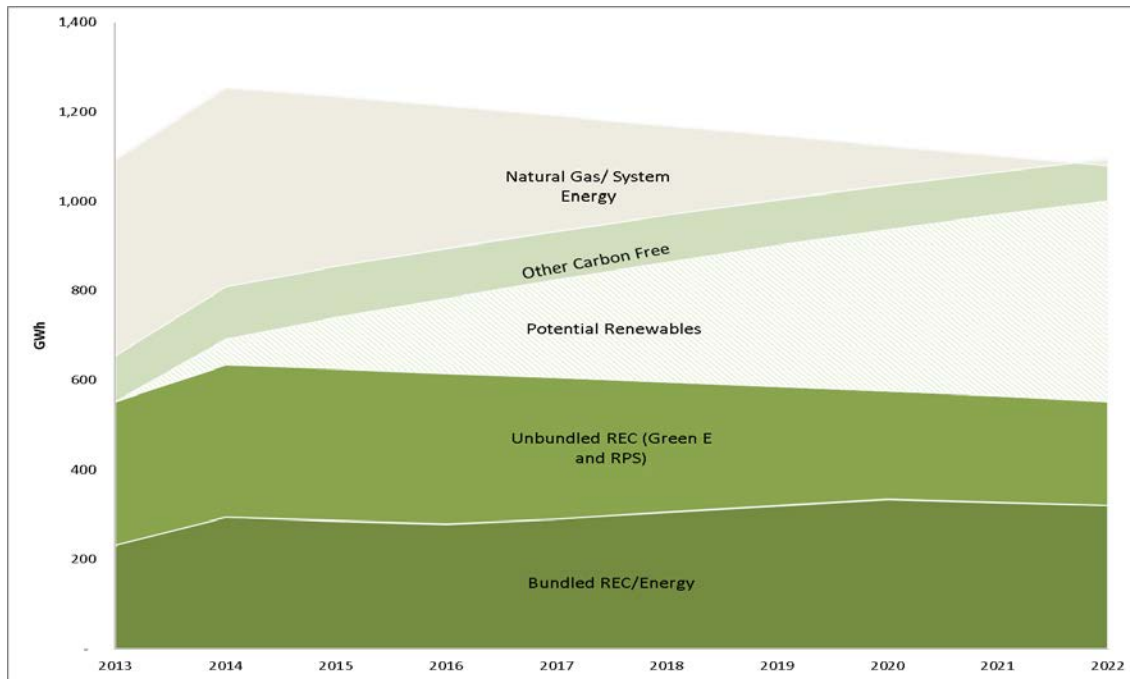
Resource Needs

MEA will procure additional resources to meet its resource targets. This section sets forth MEA’s planned resource volumes and quantifies the net resource need or “open position” that remains after accounting for production from MEA’s existing resource portfolio. MEA has established resource targets for the supply portfolio’s overall renewable energy content as well as subcategories of renewable energy procurement, carbon neutral renewable resources, capacity resources, and other system resources.

Renewable Resources

MEA has committed to providing all of its customers with energy that meets a minimum 50% overall renewable energy content; incremental renewable energy supply will also be procured to ensure that the energy requirements of all customers participating in the Deep Green program will be served with 100% renewable energy. MEA’s renewable energy requirements are met with a combination of RPS-eligible contracts and Green-e Energy certified REC purchases. As Figure 4 illustrates, the proportion supplied by bundled renewable energy will increase during the planning period and displace purchases of unbundled RECs, while maintaining an overall 50% renewable energy content. Additional bundled renewable energy sources (Potential Renewables), as of yet unplanned, may contribute towards meeting MEA’s long term goal of 100% renewable energy supply.

Figure 4: MCE Renewable and Non-renewable Energy Volumes, 2013-2022



RPS Requirements

MEA's power content exceeds the state's RPS requirements and will continue to do so during the planning period. The RPS requirements can be met with a variety of renewable resource technology types and procurement methods. The RPS requirements ramp up from 20% to 33% by 2020. Eligible resources currently include the following:

- Biodiesel
- Biogas
- Biomass
- Conduit hydroelectric
- Digester gas
- Fuel cells using renewable fuels
- Geothermal
- Hydroelectric incremental generation from efficiency improvements
- Landfill gas
- Municipal solid waste
- Ocean wave, ocean thermal, and tidal current
- Photovoltaic
- Small hydroelectric (30 megawatts or less)
- Solar thermal electric
- Wind

RPS compliance can be met with procurement from renewable resources located within or deliverable to the state ("Bucket 1"), and with certain quantity limitations, procurement of shaped and firmed renewable energy ("Bucket 2") and unbundled RECs from RPS qualifying resources ("Bucket 3").

MEA has a committed supply of RPS qualifying renewable resources to meet a 27% RPS standard, well in excess of the currently applicable RPS requirement of 20% and equivalent to the RPS standard that will be in effect in 2017. MEA plans to increase its RPS qualifying content to at least 33% by 2020 and to obtain an overall renewable energy content of at least 55% during this timeframe. MEA intends to continue exceeding the environmental performance standards mandated by state regulations with respect to renewable energy and GHG emissions.

RPS Open Positions

MEA has focused its procurement efforts on long term power purchase agreements with new RPS qualifying generation facilities located within the state. These are the highest value, Bucket 1 resources. In accordance with state regulations, a minimum of 50% of RPS procurement used for compliance must meet the established requirements for Bucket 1, which for most practical purposes means use of bundled energy from California sited renewable power plants. Existing Bucket 1 (PCC1) resources are in limited supply, and it typically takes from three to five years to construct a new utility-scale renewable generation project. MEA has a short term need for bundled renewable energy in 2014 (PCC1) and a longer term need beginning in 2017 (PCC1). This provides sufficient lead time for construction of new generation to meet MEA’s future needs.

MEA engages in shorter term procurement for the more readily available Bucket 2 (PCC2) and Bucket 3 (PCC3) resource purchases. As shown in Table 1, MEA has a need for renewable energy certificates in 2014, and also 2016 and beyond to support RPS compliance (PCC2) and (PCC3).

Table 1: MCE RPS Compliance Energy Balance, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Retail Sales (GWh)	1,092	1,252	1,235	1,212	1,190	1,168	1,146	1,123	1,101	1,079
RPS %	20%	22%	23%	25%	27%	29%	31%	33%	33%	33%
RPS Energy Required (GWh)	218	272	288	303	321	339	355	371	363	356
RPS Energy Contracted (GWh)	282	258	307	281	261	212	212	212	212	212
Net Short/(Long)	(63)	14	(19)	22	61	127	143	159	152	144

Voluntary Renewable Open Positions

Voluntary renewable energy purchases are in excess of the RPS requirements. Voluntary renewable energy purchases represent the amount of procured renewable energy that is above the RPS and used to meet the program’s overall renewable energy content (> 50%) in providing the Light Green and Deep Green products to MEA customers. These requirements are generally met with short term purchases of unbundled Green-e Energy certified RECs. MEA has a need for renewable energy certificates in 2013, and beyond to support voluntary renewable energy targets (Green E).

Table 2: MCE Voluntary Renewable Energy Balance, 2013-2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Required (GWh)	257	307	304	299	295	267	241	219	216	213
Energy Contracted (GWh)	250	-	-	-	-	-	-	-	-	-
Net Short/(Long)	7	307	304	299	295	267	241	219	216	213

Carbon Neutral Resources

MEA policy targets the carbon neutral energy content of the MEA generation supply portfolio to be less than or equal to the carbon neutral energy content of the PG&E generation supply portfolio. MEA utilizes the Climate Registry definition of carbon neutral resources. MEA has a need for carbon neutral energy in 2014 and beyond to support voluntary GHG emissions targets.

Table 5: MCE Carbon Neutral Energy Balance, 2013-2022

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Retail Load (Net of EE/DG)	1,092	1,252	1,235	1,212	1,190	1,168	1,146	1,123	1,101	1,079
Carbon Free Target	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Carbon Free Targeted Volumes	655	751	741	727	714	701	687	674	661	647
CF Under Contract	642	258	332	306	286	237	237	237	237	237
Future Generic Renewables	20	387	330	346	356	394	384	378	367	357
Open Position, Carbon Free	(6)	106	79	76	73	70	67	59	56	54

Capacity Resources

MEA meets the state’s resource adequacy standards by procuring qualifying capacity necessary to meet MEA’s overall peak demand plus a 15% reserve margin and by ensuring that the mandated proportion of such capacity resources are procured from local reliability areas defined by the CAISO. MEA has a need for capacity purchases to meet resource adequacy obligations beginning in 2015. In addition, MEA has long term capacity rights under several of its power purchase agreements with renewable generators that provide a portion of MEA’s post 2014 local resource adequacy needs.

Table 3: MCE Resource Adequacy Capacity Balance, 2013-2022 (MW)

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Load										
Peak Demand	223	231	230	230	230	230	229	229	229	228
New DG and Efficiency	(3)	(7)	(11)	(16)	(21)	(25)	(30)	(35)	(39)	(44)
Net Peak Demand	219									
RA Requirements										
Greater Bay Area	34	27	26	25	24	23	22	21	20	19
Other PG&E Area	46	43	42	41	40	39	38	37	36	35
System	149	151	148	145	142	139	136	133	130	127
RA Contracted										
Greater Bay Area	34	27	34	-	-	-	-	-	-	-
Other PG&E Area	46	45	85	35	45	32	32	32	32	32
System	150	150	127	-	-	-	-	-	-	-
Net Short/(Long)										
Greater Bay Area	0	0	(8)	25	24	23	22	21	20	19
Other PG&E Area	0	(2)	(43)	7	(5)	8	7	6	5	4
System	(1)	1	21	145	142	139	136	133	130	127

System Energy

The remaining energy supply, after accounting for renewable and carbon neutral energy supplies, can be met with unspecified system energy purchases or specified purchases of conventional (typically natural gas) generation. MEA policy prohibits unit-specific purchases from coal or nuclear generation facilities. MEA supplies its remaining load through a combination of short to medium-term fixed priced power

purchases and short term purchases from the CAISO markets. **MEA has contracts in place to supply approximately 95% of its load at fixed prices through the end of 2017.** The remaining approximately 5% is met through CAISO market purchases. Significant system resource procurement needs exist for 2018 and beyond, when the SENA energy confirmation is scheduled to terminate.

Table 4: MCE System Energy Balance, 2013-2022 (GWh)

<i>Load</i>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Retail Sales	1,101	1,275	1,275	1,275	1,275	1,275	1,275	1,275	1,275	1,275
DG and Efficiency	(9)	(23)	(40)	(63)	(85)	(107)	(129)	(152)	(174)	(196)
Distribution Losses	66	75	74	73	71	70	69	67	66	65
Total Load Requirement	1,158	1,328	1,309	1,285	1,261	1,238	1,214	1,191	1,167	1,144
Less Renewables/Carbon Free										
Existing and Planned Renewables, Bundled	231	293	285	278	289	305	320	334	327	320
Existing and Planned Renewables, Unbundled	321	352	352	349	327	301	276	256	252	248
Existing and Planned Other Carbon Free	104	106	104	101	98	95	92	84	81	79
Total Existing and Planned Carbon Free Energy	655	751	741	727	714	701	687	674	661	647
Total System/Null Energy Requirements										
Null Energy Associated with Unbundled RECs	321	352	352	349	327	301	276	256	252	248
Remaining System Energy Requirement	502	576	568	558	547	537	527	517	506	496
Less System/Null Energy Contracted										
	808	977	960	946	920	-	-	-	-	-
System/Null Energy Net Short/(Long)	15	(49)	(41)	(40)	(45)	838	803	773	759	744

New Resource Requirements

The integration of intermittent renewable energy resources into the California grid in order to meet the state’s 33% renewable energy target has presented new energy scheduling challenges for the California Independent system operator. Tradition load patterns and peak consumption hours have shifted, requiring shorter duration and faster increases and decreases in generation and load dispatch. This will require two new resource types to be introduced in the MEA resource plan in coming years.

Flexible Capacity

The ISO, in collaboration with the CPUC and other local regulatory authorities, must ensure that the energy supply has sufficient flexibility, including load following capabilities, to satisfy system variability needs. Flexible capacity capabilities of resources like distributed generation, demand response, and storage should ultimately count towards an LSE’s flexible capacity procurement obligation. Each load-serving entity must show procurement of 90 percent of its flexible capacity requirement on the annual resource adequacy showing and 100 percent procurement of the requirement on the monthly resource adequacy showing. Compliance with this requirement will begin in 2015, and MEA will begin procuring flexible capacity to meet these requirements during 2014.

Table 7: MCE Flexible Capacity Targets, 2014

Results of Energy Commission Review and Adjustment to the 2014 Year-Ahead Load Forecast for MEA											
Monthly Flexible Capacity Targets (MW)											
<u>Jan-14</u>	<u>Feb-14</u>	<u>Mar-14</u>	<u>Apr-14</u>	<u>May-14</u>	<u>Jun-14</u>	<u>Jul-14</u>	<u>Aug-14</u>	<u>Sep-14</u>	<u>Oct-14</u>	<u>Nov-15</u>	<u>Dec-15</u>
70	68	58	46	37	40	32	36	36	45	62	67

Energy Storage

The California Energy Storage Bill AB 2514 was signed into law on in September of 2010, and as a result, the California Public Utilities Commission established energy storage targets for investor owned utilities, community choice aggregators, and load serving entities in September 2013. The CPUC decision established an energy storage procurement target for community choice aggregators and electric service providers equal to 1 percent of their forecast 2020 peak load by 2020. The decision will require MEA to install 3 MW of energy storage no later than 2024 based upon our current load forecast. Beginning on January 1, 2016, and every two years thereafter, MEA must file an advice Letter demonstrating our compliance with this requirement, our progress towards meeting this target, and describe our methodologies for insuring projects are cost-effective.

Procurement

MEA will procure its net open positions using a combination of power purchase agreements of various terms (short, medium, long), demand-side programs, and potentially MEA owned generation projects. This section describes the types of resources MEA may procure and discusses various considerations that may influence MEA's procurement efforts.

MEA is continuing a transition from the initial full requirements contract that was used to launch MCE, under which all supplies of energy, capacity and renewable energy were provided through a single agreement with a single counterparty. Subsequent to that initial contract, MEA has put into place a robust renewable energy buying program that now supplies the majority of the MCE renewable energy supplies from a variety of renewable energy providers. MEA is similarly developing an independent buying program for non-renewable energy and capacity. MEA intends to soon initiate the non-renewable resource buying program with purchases of resource adequacy capacity to begin filling its 2015 open positions. A non-renewable energy buying program will also be put into place during the next few years to begin filling the 2018 open energy positions.

MEA Generation Development

MEA does not currently own any generation assets. MEA has used long term power purchase agreements (typically 20-25 years) to obtain rights to renewable energy supplies at stable costs for its customers. MEA considers long term PPAs to offer similar benefits to asset ownership in regards to price certainty and supply security; however MEA does not have an explicit bias towards either PPAs or asset ownership. MEA examines opportunities for asset ownership on a case-by-case basis, considering such factors as risk allocation, asset location, technology, and, most critically, supply of electricity at the least cost to MEA ratepayers.

Current federal tax policy generally favors private versus public ownership of renewable assets due to the tax credits that are uniquely available to the private sector. These tax credit policies are set to expire at the end of 2016 and if they are not extended, renewable energy prices may see a 30% increase. MEA's experience has been that power purchase agreements for production by privately owned renewable generation facilities have typically been the least cost option for MEA. MEA has secured buyout option provisions in some of its renewable power purchase agreements, which provide a path to MEA asset ownership after a defined period of time when the tax benefits have been exhausted by the

private developer. MEA will typically seek buyout option provisions in its renewable power purchase agreements, although not all projects are suitable for acquisition, and not all PPAs will contain such provisions.

Assessing a generation project’s operational risk becomes more important for assets owned by MEA because MEA could be at risk for production shortfalls and for cost over-runs, risks typically absorbed by the developer under a PPA structure. With these risks in mind, MEA is most likely to own small, local photo-voltaic projects as these projects are technologically proven, have relatively low operational and maintenance risks, and provide benefits to the local economy. MEA is targeting development of 10 MW of new PV within its service territory during the next ten years.¹ MEA may invest directly in these projects as necessary to ensure development of certain project opportunities that will promote the achievement of MEA’s goals and objectives. MEA may consider ownership of other generation projects and will examine such opportunities on a case-by-case basis. Direct generation investment becomes an increasingly viable option during the planning period as MEA gains additional operational experience and more robust access to credit markets. As part of this approach, MEA may also consider joint ventures and turnkey development approaches to ensure appropriate allocation of project risks.

Renewable Resource Power Purchases

MEA uses a portfolio risk management approach in its power purchasing program, seeking low cost supply as well as diversity among technologies, production profiles, generation project sizes, project locations, counterparty, length of contract and timing of market purchases. These factors are taken into consideration when MEA engages the market.

MEA continually manages its forward load obligations and supply commitments with the objective of balancing cost stability and cost minimization, while leaving some flexibility to take advantage of market opportunities or technological improvements that may arise. MEA monitors its open position separately for renewable resources (by compliance category), conventional resources, and on a total portfolio basis. MEA maintains portfolio coverage targets of up to 100% in the near-term (0 to 5 years) and leaves a greater portion open in the mid to long term, consistent with generally accepted industry practice.

Generally, the renewable portion of the portfolio is met with longer term contracts, providing cost stability for the supply portfolio. MEA’s guidelines for long term, bundled renewable energy purchases are shown in Table 5.

Table 5: MCE Renewable Energy Contracting Guidelines

Time Horizon	Contracting Guideline (Contracts/Total RE Need)
Current Year	90% to 100%
Years 2 – 3	80% to 100%
Years 4 – 5	60% to 100%
Beyond Year 5	50% to 80%

¹ The 10 MW local PV target is in addition to the 14 MW of distributed generation installed under the NEM program.

MEA’s supply preference is for a mix of renewable energy technologies that will deliver energy in a pattern that is generally consistent with MEA’s load shape. Preferred purchase volumes from baseload (e.g., biomass, landfill gas, renewable fuel cells) and peaking renewable technologies (e.g., solar PV or CSP) is in rough proportion to the load profile (75% baseload/25% peaking), subject to adjustments for market conditions and technology price differentials that exist at the time of purchase. Recent market data suggests that peaking resources are likely to comprise a larger proportion of the renewable supply portfolio due to the recent rapid declines in prices for solar PV generation projects and the abundance of such projects in development. The actual renewable portfolio during the planning period will likely be more heavily weighted toward peaking energy production due to the prevalence of competitively priced solar projects. MEA may also engage in purchases from as-available renewable generation (e.g., wind) to the extent that energy prices reflect a lower value due to their intermittency.

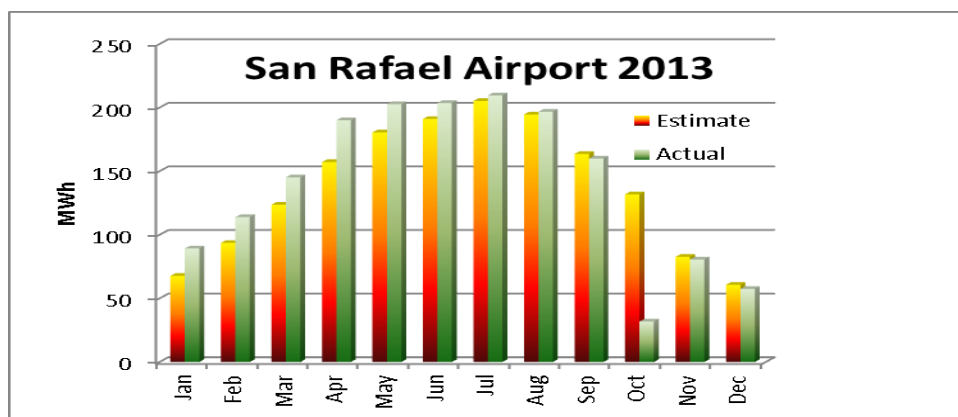
MEA has no explicit policy preference for any specific qualifying renewable energy technology, apart from the pricing and production profile considerations described above.

In regards to generation project location, MEA places greater value on locally-sited renewable energy projects, particularly those located within the MEA service area. Of next highest preference are projects sited in the North Path 15 region followed by projects in the South Path 15 region and finally out-of-state resources.

Feed In Tariff

MEA’s current Feed-In Tariff (FIT) program was established as a 2 MW pilot program. The program was expanded to 10 MW in aggregate capacity, with 1 MW currently under contract. MEA anticipates conducting a review of the FIT program once the cap is reached. Along with other refinements that may be made. This expansion will support achievement of MEA’s local renewable generation development objectives. MEA’s first FIT project, the San Rafael Airport FIT came online in October of 2012, and is producing 10% more renewable energy than originally estimated.

Figure 5: San Rafael Airport Solar Generation



Carbon Neutral Resource Power Purchases

MEA anticipates that its carbon neutral power content standard will be met through MEA's renewable procurement policies, supplemented as necessary with short term (< 1 year) purchases of carbon neutral energy sources such as large hydro-electric energy, unbundled renewable energy certificates, or verifiable environmental credit offset products. As previously noted, MEA will not engage in unit-specific purchases of nuclear power to meet its carbon neutral content policy.

System Resources and Specified Power Purchases

MEA may engage in purchases of unspecified system energy or unit specific purchases from natural gas-fueled generation. Energy products may include peak, off-peak, baseload, and shaped energy. MEA may purchase energy and/or capacity at fixed prices, indexed prices or through tolling agreements. Under a tolling agreement, MEA would obtain the right to electricity produced by a natural gas generation facility, and MEA would deliver the natural gas to the facility for conversion into electrical energy. Purchases of system energy will typically be for short and medium terms (< 5 years). Unit-specific and tolling agreements may be for short, medium and long terms. Natural gas purchases associated with tolling agreements will typically be for short to medium terms.

MEA expects to contract with additional counterparties for supply of system energy and capacity in anticipation of the termination of the SENA agreement. Execution of master power purchase and sale agreements with multiple, credit-worthy counterparties in the near term will enable energy purchases through execution of transaction-specific confirmations at the appropriate time.

Capacity Resource Purchases

MEA may engage in purchases or sales of resource adequacy capacity from generation resources that qualify to meet resource adequacy requirements in accordance with CPUC and CAISO rules. Terms may range from 1 month up to ten years. Capacity is also often bundled with energy and RECs under MEA's renewable energy power purchase agreements.

Procurement Methods and Authorities

MEA may use a variety of procurement methods for energy and capacity products. Authorized methods include bilaterally negotiated agreements, competitive solicitations (request for proposals), the Open Season, and standard offer approaches, such as MEA's Feed-In Tariff.

Energy procurement authority varies depending upon the nature of the energy product being procured and the financial commitment the purchase entails. The appropriate procurement method and procurement authority are generally defined by the term of the energy product purchase, consistency with an approved resource plan, and whether capital financing is required.

Procurement Methods

For long term purchase commitments, MEA will typically use competitive solicitations which may take the form of an RFP, the Open Season or a similar process where a comparative analysis of proposals is made at a single point in time. A RFP may be used where a specific resource need has been identified,

some degree of urgency exists in fulfilling the identified need, sufficient time exists to conduct an RFP, and management believes that an RFP would yield the most competitive outcome. For less urgent procurement needs, the annual Open Season will typically be used. MEA annually conducts an Open Season where it accepts proposals for renewable power purchase opportunities. MEA evaluates the proposals against each other and in the context of other market information available to MEA and may elect to negotiate power purchase agreements with any number of respondents.

Bilaterally negotiated agreements in response to unsolicited proposals may be used for unique opportunities that are fleeting in nature such that timelines associated with an RFP or the Open Season process would prevent MEA from engaging in beneficial procurement opportunities.

Short and medium term power purchases will typically be negotiated on a bilateral basis or via independent energy brokers, particularly in markets with sufficient market price transparency to ensure competitive procurement outcomes. These markets include 1) system energy at a defined CAISO trading hub for peak, off-peak, or baseload products; 2) unbundled RECs; and 3) short term resource adequacy capacity. This process allows for maximum operational flexibility to manage supply and demand imbalances in an efficient manner.

Procurement Authorities

The MEA Board of Directors establishes procurement policies and objectives through adoption of the resource plan. The MEA Executive Officer is authorized to execute certain contracts for energy products that are consistent with the approved resource plan, while other resource commitments require MEA Board pre-approval prior to execution.

For shorter term power purchases, it is appropriate for management to have discretion in contracting, consistent with its responsibilities and expertise in efficiently operating the MCE program. Time is often of the essence in such transactions, and these transactions are unlikely to raise policy considerations that require Board input. For long-term commitments, it is appropriate for the MEA Board to exercise a greater degree of oversight. The various energy procurement authorities are as follows:

Short-term contracts

Power purchase agreements (energy, capacity, RECs) with terms of 12 months or less may be entered into on MEA's behalf by the Executive Director. The Executive Director will report all such contracts to the MEA Board on a monthly basis.

Medium-term contracts

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 MEA's behalf by the Executive Director in conjunction with the MEA Board Chair. A committee of the MEA Board will be consulted prior to execution of any medium-term contracts. The Executive Director will report all such contracts to the MEA Board on a monthly basis.

Long-term contracts

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

Capital Projects and Debt

Contracts associated with MEA ownership of generation assets or the assumption of debt by MEA in support of generation projects or power purchase agreements require MEA Board pre-approval.

Other Energy Procurement

Any procurement of energy products that is inconsistent with or that is not addressed in the adopted resource plan requires MEA Board pre-approval.

Appendix A: Load and Resource Tables

Marin Clean Energy Resource Balance										
October, 2013										
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Energy Requirements (GWh)										
Retail Load	1101	1275	1275	1275	1275	1275	1275	1275	1275	1275
New Energy Efficiency and Distributed Generation	(9)	(23)	(40)	(63)	(85)	(107)	(129)	(152)	(174)	(196)
Retail Load (Net of EE/DG)	1,092	1,252	1,235	1,212	1,190	1,168	1,146	1,123	1,101	1,079
Distribution Line Losses and Unaccounted For Energy	66	75	74	73	71	70	69	67	66	65
Total Energy Requirements	1,158	1,328	1,309	1,285	1,261	1,238	1,214	1,191	1,167	1,144
Renewable Energy Content (%)										
Light Green	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
RPS Qualifying	27%	27%	27%	27%	27%	29%	31%	33%	33%	33%
Deep Green Participation	1%	3%	3%	3%	4%	4%	4%	5%	5%	5%
Overall MCE Renewable Energy Content (RPS and Voluntary)	51%	52%	52%	52%	52%	52%	52%	53%	53%	53%
Renewable Energy Requirements (GWh)										
PCC 0 (SENA P1)	39	39	14	-	-	-	-	-	-	-
PCC 1 (Bundled, In-State)	128	194	208	213	241	254	266	278	273	267
PCC 2 (Bundled, Firmed and Shaped)	64	60	64	65	48	51	53	56	55	53
PCC 3 (REC Only)	64	45	48	49	32	34	36	37	36	36
Subtotal, RPS Renewable Energy Requirements	295	338	333	327	321	339	355	371	363	356
Voluntary Renewable Energy Certificate Requirements (GWh)										
Light Green Volume	251	288	284	279	274	245	218	191	187	183
Deep Green Incremental Volume	5	19	20	21	21	22	23	28	29	29
Subtotal, Voluntary RECs	257	307	304	299	295	267	241	219	216	213
Conventional Energy Requirements (includes energy w/ unbundled RECs)	927	1,034	1,023	1,007	972	933	895	857	840	823
Renewable Resources Under Contract (GWh)										
Baseline (SENA P1)	39	39	14	-	-	-	-	-	-	-
PCC 1	-	-	-	-	-	-	-	-	-	-
SENA P2A	-	3	2	-	-	-	-	-	-	-
G2 Hay	6	12	12	12	12	12	12	12	12	12
G2 Ostrom	5	13	13	13	13	13	13	13	13	13
Cottonwood	-	-	63	63	63	63	63	63	63	63
SENA P2B	74	58	19	-	-	-	-	-	-	-
Genpower	34	34	34	34	34	34	34	34	34	34
RE Kansas	-	-	40	46	49	-	-	-	-	-
SENA P3	-	-	43	60	-	-	-	-	-	-
SR Airport	2	2	2	2	2	2	2	2	2	2
Calpine ST	-	26	-	-	-	-	-	-	-	-
Calpine LT	-	-	-	-	88	88	88	88	88	88
Subtotal PCC 1	121	148	228	230	261	212	212	212	212	212
PCC 2	-	-	-	-	-	-	-	-	-	-
SENA P2A	13	15	6	-	-	-	-	-	-	-
SENA P2B	49	35	12	-	-	-	-	-	-	-
SENA P3	-	10	47	51	-	-	-	-	-	-
Subtotal PCC 2	62	60	65	51	-	-	-	-	-	-
PCC 3	-	-	-	-	-	-	-	-	-	-
OneEnergy	38	-	-	-	-	-	-	-	-	-
Middle Fork ID	22	11	-	-	-	-	-	-	-	-
Subtotal PCC 3	60	11	-	-	-	-	-	-	-	-
Subtotal, RPS Renewable Resources Under Contract	282	258	307	281	261	212	212	212	212	212
Voluntary RECs Under Contract										
3 Degrees	-	-	-	-	-	-	-	-	-	-
OneEnergy	250	-	-	-	-	-	-	-	-	-
Subtotal Voluntary RECs Under Contract	250	-	-	-	-	-	-	-	-	-
Open Position, RPS Renewables (GWh)										
PCC 1	7	47	(20)	(17)	(20)	42	55	66	61	55
PCC 2	2	(0)	(1)	14	48	51	53	56	55	53
PCC 3	4	34	48	49	32	34	36	37	36	36
Subtotal, Open Position, Renewables	13	80	27	47	61	127	143	159	152	144
Open Position, Voluntary RECs										
7	307	304	299	295	267	241	219	216	213	213
Conventional Resources Under Contract (GWh)										
SENA Shaped Energy (Net of SENAs RE and Unit Specific)	808	977	960	946	920	-	-	-	-	-
WAPA Base Resource	0	0	25	25	25	25	25	25	25	25
Donnells Hydro	110	0	0	0	0	0	0	0	0	0
Subtotal, existing Conventional Resources	918	977	985	971	945	25	25	25	25	25
Open Position, Conventional Energy (GWh)										
9	57	38	36	27	908	870	832	815	798	798
Total Energy Under Contract (GWh)	1,140	1,224	1,292	1,252	1,206	237	237	237	237	237
Net Open, All Physical Energy (GWh)	18	104	17	33	56	1,001	978	954	930	907
Total Energy Contract Coverage (%)	98%	92%	99%	97%	96%	19%	19%	20%	20%	21%



MCE 2013 Integrated Resource Plan Update

Marin Energy Authority Board Meeting
November 7, 2013



Purpose of Integrated Resource Plan (IRP)

- The IRP describes how MEA intends to supply its customers with electricity and related services to achieve the policy goals that have been established for the MCE Program.
- The IRP is updated annually and covers a forward looking ten-year period.
- Three primary purposes:
 1. Quantify resource needs over the planning period.
 2. Prioritize resource preferences and establish other relevant power procurement policies.
 3. Provide guidance to power procurement process undertaken by management.

- Updated customer and load forecast to account for currently enrolled customers.
- Updated projections for energy efficiency savings and growth in net energy metering.
- Updated existing contracts and resource needs:
 - Results of 2013 open season procurement
 - Termination of an existing contract
 - Changes to new renewable energy project planned commercial operation dates

Key MEA Resource Plan Policies

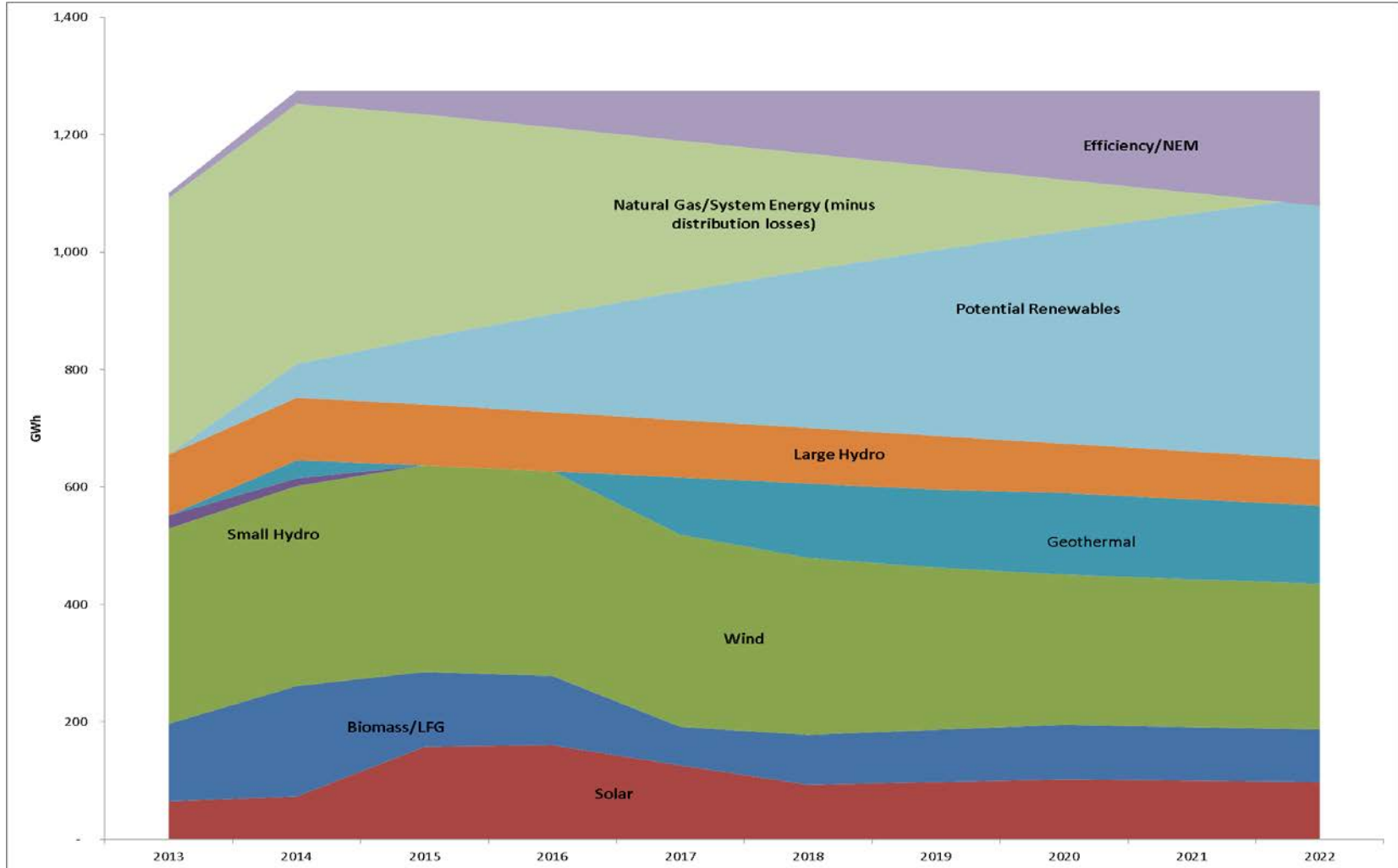
- Reduce emissions of greenhouse gasses and other pollutants through increased use of renewable energy resources and reduced reliance on fossil fueled resources.
- Maintain competitive electric rates and increase control over energy costs through management of diverse resource mix.
- Benefit area's economy through investments in local infrastructure and energy programs.
- Help customers reduce energy consumption and bills through energy efficiency, distributed generation, and other demand-side programs.
- Enhance system reliability through investment in supply and demand-side resources.

Highlights of Draft IRP – Resource Targets

- MCE will utilize a portfolio of resources to maintain a renewable energy content of more than 50% during the planning period and progress toward a long term goal of increasing the renewable resource content to 100%.
- Planning for 10X increase (to 10 MW) in local renewable generation developed through MEA feed-in tariff, power purchase agreement, or possibly direct investment.
- Planning for 2.5 X increase (to 47 MW) in customer-sited renewable generation under MEA's net energy metering program.
- New MEA energy efficiency programs expected to reduce energy sales by 1% to 2% annually.
- Demand response programs (PG&E and future MCE) expected to meet 5% of overall capacity needs.

Highlights of Draft IRP – Resource Mix

MCE Potential Resource Mix (GWh), 2013-2022



Highlights of Draft IRP – Resource Needs

- MEA currently manages 15 energy contracts with 10 energy suppliers.
- Conventional energy needs are covered through 2017.
- Additional energy products will be needed as follows:
 - Short term need for bundled renewable energy in 2014 (PCC1) and longer term need beginning in 2017 (PCC1 and PCC2).
 - Need for renewable energy certificates in 2014 and beyond to support RPS compliance (PCC3) and voluntary renewable energy targets (Green E).
 - Need for carbon neutral energy in 2014 and beyond to support voluntary GHG emissions targets.
 - Capacity purchases are needed to meet resource adequacy obligations beginning in 2015.

Highlights of Draft IRP – Procurement Methods

- Bilaterally negotiated/brokered agreements – used for short to medium term purchases of standardized products in markets with price transparency; also used for unique, fleeting opportunities.
- Open Season process – annual cycle generally used for longer term procurement needs.
- Requests for proposal process – may be used for mid or long term commitments when urgent or unique needs are identified, time permits to conduct process, and RFP deemed likely to produce most competitive outcome.
- Standard Offer/Feed-In-Tariff – for small, local projects, subject to programmatic limits (long term).

Questions? Comments?





November 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Third Agreement with Association for Energy Affordability.
(Agenda Item #8)

ATTACHMENT: Third Agreement between MEA and Association for Energy
Affordability for Energy Efficiency Contract Services

Dear Board Members:

SUMMARY:

The proposed contract with the Association for Energy Affordability (AEA) would allow for AEA to continue serving as the primary technical assistance consultant to MEA in support of the MEA multi-family energy efficiency program.

Background

Energy efficiency has always been an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

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

This application was approved on the 9th of November, 2012, allocating over \$4 million to MEA for the implementation of energy efficiency programs. The multi-family energy efficiency program is one of four program elements approved by the CPUC, and is funded at a total of \$860,971. The program is designed to serve hard to reach multi-family properties and encourage property owners to invest in both common areas and tenant units.

The Association for Energy Affordability (AEA) is uniquely experienced and well suited to provide high quality services in the multi-family sector in our region. AEA is a non-profit organization dedicated to improving the efficiency of new and existing multi-family buildings. In addition to having decades of experience working in multi-family buildings, AEA played an instrumental role in the development of the Building Performance Institute standards for multi-family energy efficiency improvements. The BPI standards for multi-family buildings are the pre-eminent standards for building performance in multi-family buildings, and are likely to be relied upon in the statewide investor owned utility whole building multi-family program.

On October 4th, 2012 your Board approved the first contract with AEA to provide services to the multifamily sector. On February 7th, 2013 your Board approved a Second Agreement with AEA to provide multi-family program services. AEA has supported the MEA by serving as technical consultants and program implementers to the multi-family program. Their assistance has been instrumental in developing program guidelines, including audit procedures, report templates, quality assurance and quality control policies. AEA has assisted MEA staff in developing incentive structures that will support the greatest success in achieving the specific desired outcomes of the program. Additionally, AEA has represented MEA well in the field through conducting the audits on multi-family properties. They have proven themselves as effective and professional program partners. MEA staff has determined that the value delivered for the work performed is of very high quality.

The proposed Third Agreement includes support for AEA to continue in their role as technical consultant for the program. AEA would continue to provide energy audits on behalf of the program, and would interface with property owners and managers to explain the opportunities represented in the audit report. AEA has also been working closely with the Marin City Community Development Corporation (MCCDC) to identify workforce development opportunities in this program and to utilize locally trained workers where possible. Finally, AEA would provide the oversight for the installation of energy efficiency measures to ensure property owners, managers, and the MEA program are getting the highest quality work products that will deliver the estimated energy savings.

The requested contract amount of \$106,000 represents less than 1% of the energy efficiency program budget and 13% of the multi-family budget. This contract would be funded completely from the energy efficiency program funds allocated by the CPUC.

Recommendation: Authorize execution of the Third Agreement with the Association for Energy Affordability to provide technical assistance for MEA's 2013 – 2014 multi-family energy efficiency program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND THE ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day _____ by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **the Association for Energy Affordability (AEA)**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide technical consulting services for the multi-family energy efficiency program.

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$106,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2014**, and shall terminate on **December 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

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

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MEA 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 Contract 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 MEA 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 Contract 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 Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MEA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MEA of Marin may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

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

Contract Manager: Sarah Gardner

 MEA Address: 781 Lincoln Ave., Suite 320

 San Rafael, CA 94901

 Telephone No.: (415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor: Andrew Brooks

 Address: 1900 Powell Street, Suite #420

 Emeryville, CA 94608

 Telephone No.: (510) 431-1791

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Energy Authority:

By: _____
 Executive Officer

By: _____
 Chairman

CONTRACTOR:

By: _____
 Name: _____

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

REASON(S) REVIEW:

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

MEA Counsel: _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES (required)**

Marin Energy Authority’s Multifamily Energy Efficiency Project

PROPOSED SCOPE OF SERVICES	
Scope Item #1:	Program scoping & design process
Scope Item #2:	Building information & utility data analysis
Scope Item #3:	Energy Audits (ASHRAE Level I & II)
Scope Item #4	Measure Implementation
Scope Item #5	Data Management for EM&V process

SCOPE ITEM #1: PROGRAM SCOPING PROCESS:

In conjunction with MEA staff AEA will review the current MFEET Program Implementation Plan and will help determine the best way to proceed with implementation in order to achieve the program energy savings targets in the timeliest fashion possible. AEA will work with MEA to craft a long-term sustainable program implementation plan that can be applied to 2013-2014 transition period.

SCOPE ITEM #2: BUILDING INFORMATION & UTILITY DATA ANALYSIS

AEA will work with MEA and its program partners to develop a list of candidate buildings to retrofit. AEA will analyze the building characteristics, systems and energy usage data of those buildings to identify those with the highest potential for deep energy savings.

SCOPE ITEM #3: BUILDING LEVEL ENERGY AUDITS:

AEA will determine which buildings in MEA’s pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. AEA will begin to perform audits on buildings coming into the program as the budget allows. AEA may also begin to train other individuals, whom MEA will select, to help perform energy audits going forward.

SCOPE ITEM #4: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

AEA will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, AEA will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, AEA will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program.

AEA will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

SCOPE ITEM #5: DATA MANAGEMENT FOR EM&V PROCESS:

AEA will work with MEA to help identify which data points should be collected and tracked for every project. AEA can help develop the tools necessary for collected, tracking and analyzing the data that will be required for the EM&V process.

EXHIBIT B
FEES AND PAYMENT SCHEDULE (required)

Hourly wages shall be billed based on employee classification per table 1. The contractor shall bill in 0.25 hour increments for his or her services.

In no event will the total cost to MEA for the services to be provided herein exceed the maximum sum of \$106,000.

Table 1. Hourly Wages per Employee Classification	
Director or Senior Energy Analyst	\$150
Energy Analyst	\$130
Administrative Support	\$90



November 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Third Agreement with Community Energy Services Corporation (Agenda Item #9)

ATTACHMENT: Third Agreement between MEA and the Community Energy Services Corporation (CESC) for Energy Efficiency Contract Services

Dear Board Members:

SUMMARY:

The proposed agreement with the Community Energy Services Corporation (CESC) would provide continuation of services to MEA for implementation of the small commercial energy efficiency program.

Background

Energy efficiency has always been an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

- Multi-family
- Small commercial
- Single family utility demand reduction pilot program and

- Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

This application was approved on the 9th of November, 2012, allocating over \$4 million to MEA for the implementation of energy efficiency programs. The small commercial program is funded at \$1,380,817. The program seeks to accomplish comprehensive energy efficiency improvements in small commercial properties. These properties are traditionally very difficult to serve, and the MEA program seeks to build upon an existing successful direct installation model and enhance the depth of measures that are traditionally performed in this delivery model.

On November 1, 2012 your Board approved the First Agreement with CESC for energy efficiency services for the multifamily and small commercial sector. On March 7th, your Board approved the Second Agreement with CESC for energy efficiency program services for the multi-family and small commercial sector for the 2013 – 2014 program.

CESC has been a leading implementer of small commercial direct install programs across the Bay Area, including in the County of Marin, for several years. The CESC and County of Marin SmartLights program has accomplished significant energy and monetary savings for Marin County and City of Richmond residents, primarily through lighting and refrigeration upgrades.

The small commercial program has been jointly implemented with PG&E to minimize customer confusion. The County of Marin and the City of Richmond have also been very engaged in the program, offering staff to accompany SmartLights on the audit and assisting with outreach and customer identification for the program.

Under the proposed Third Agreement, CESC would continue to be the lead program implementer for the MEA program. CESC would provide energy evaluations at no cost to small businesses, prepare and deliver energy evaluation reports, identify qualified contractors from a pool of pre-determined professionals who have agreed to specific terms, and oversee the installation of the efficiency measures for quality control.

In addition to these services, SmartLights would also be able to provide savings estimations for lighting in the MEA multifamily energy efficiency program.

The requested contract amount of \$200,000 represents 5% of the total energy efficiency program budget, and 14% of the small commercial program budget. This contract would be funded completely from the energy efficiency program funds allocated by the CPUC.

Recommendation: Authorize execution of the Third Agreement with CESC to implement the small commercial energy efficiency program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND COMMUNITY ENERGY SERVICES CORPORATION**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day _____ by and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **the Community Energy Services Corporation (CESC)**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: To provide energy efficiency contract 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 MEA, the parties agree to the following:

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO MEA:

In no event will the cost to MEA for the services to be provided herein exceed the maximum sum of **\$200,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on January 1, 2014 and shall terminate on December 31, 2014. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

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

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MEA 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 Contract 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 MEA 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 Contract 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 Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MEA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MEA may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

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

Contract Manager:	Sarah Gardner
MEA Address:	781 Lincoln Ave., Suite 320
	San Rafael, CA 94901
Telephone No.:	(415) 464-6028

Notices shall be given to Contractor at the following address:

Contractor:	Martin Bond
Address:	1013 Pardee St
	Berkeley, CA 94710
Telephone No.:	(510) 981-7757

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Energy Authority:

By: _____
Executive Officer

By: _____
Chairman

CONTRACTOR:

By: _____
Name: _____

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

REASON(S) REVIEW:

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

MEA Counsel: _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES (required)**

1. Contractor Scope of Work is provided in the table below.

Table 1. Scope of Work	
1	Administrative
a	Set up Data Management and Accounting protocols to comply with MEA / CPUC program reporting requirements
b	Define customer eligibility criteria
c	Define Program Process: Marketing/ enrollment; Audits/Scheduling; Project Management/installation; Inspections/ QA&QC; invoicing/reporting
d	Define Audit Criteria: information tracked, savings calculation methodology
e	Create Customer-facing reports with applicable branding, metrics and financing options
f	Create Tracking reporting methodology: Create Internal tracking process
g	Integrate financing options into audit process and customer reports
h	Define Required Documentation for Project installation
2	Contractor Recruitment
a	Recruit contractors and suppliers; Through RFQ , or other process
b	Solicit, negotiate, and institute 2013-14 Program Installation labor and material pricing
c	Create Contractor Requirements for invoicing payment of incentives
d	Prepare Contractor Training documents and workshop
e	Hold Contractor Training workshop
f	Define Workforce Development organizations role: MCCDC, RichmondBUILD, Rising Sun
3	Incentives
a	Set incentives for the installation of energy efficiency retrofits, to meet cost effectiveness goals for each measure/ technology
b	Establish incentive structure to encourage deep retrofits , and multiple measures: either 'Packages' or 'Tiers'
4	Marketing
a	Define Message, in collaboration with PG&E reflecting joint program structure, including co-branding
b	Create/ Modify existing Marketing Material (flyers/application/website)

c	Develop Program Marketing and Outreach Plan: target markets/cities/business sectors
d	Define Enrollment process
e	Create/ Modify existing Enrollment forms/ Site Access Agreements
f	Create and implement Contractor/Partner Organization co-marketing/ outreach strategy
5	Quality Assurance/Quality Control
a	Determine contractor requirements
b	Establish Post Inspection procedure, % of inspections by MEA, and incentive amount threshold for automatic inspection
c	Process for verification of incentive payments
d	Dispute resolution Plan
6	Coordinate with PG&E on programs to avoid duplication/competition
a	Hold meetings with complimentary and non-competitive EE & DR Programs operating in MCE territory

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

Fees:

The maximum compensation for labor, travel and materials is not to exceed \$200,000. This contract will be billed as a time and materials contract.

Community Energy Services Corporation		2013 Rates	
Hourly Rates (unless otherwise noted)			
Admin			
	Program Manager	\$	65.00
	Division Director	\$	75.00
Marketing	Manager	\$	55.00
	Coordinator	\$	50.00
Direct Implementation			
	Program Manager	\$	65.00
	Sr. Project Manager	\$	65.00
	Project Managers	\$	60.00
	Operations Coordinator	\$	50.00
	Project Coordinator	\$	50.00
Mileage	Per Mile at current IRS rate		
Materials	At cost		

Budget:

Administrative Costs	\$46,000
Marketing and Outreach	\$33,000
Technical Assistance Direct Implementation (Multi-Family)	\$1,500
Technical Assistance Direct Implementation (Small Commercial)	\$119,500
Contract Total	\$200,000



November 7, 2013

TO: Marin Energy Authority Board

FROM: Beckie Menten, Efficiency Coordinator

RE: Third Agreement with Marin City Community Development Corporation (Agenda Item #10)

ATTACHMENT: Third Agreement with Marin City Community Development Corporation (MCCDC) for Energy Efficiency Contract Services

Dear Board Members:

SUMMARY:

The proposed agreement with the Marin City Community Development Corporation (MCCDC) would continue the strong role that MCCDC has played in providing MEA with a team of local workers to complete direct installation of light efficiency measures in multi-family tenant units.

Background

Energy efficiency has always been an integral component of the MEA vision. The initial Business Plan included energy efficiency, and energy efficiency was included in the MEA Implementation Plan prepared in 2009. In February of 2012, the MEA Board approved the Marin Energy Authority Energy Efficiency Program Plan, placing energy efficiency squarely amongst the programs of the MEA organization. To allow for fulfillment of this plan, MEA requested funding from the California Public Utilities Commission (CPUC). The CPUC requested that MEA divide the Energy Efficiency Program Plan into time frames that would match the CPUC funding cycles. To comply with this request, MEA re-submitted a funding request for the 2012 program cycle, focusing efforts specifically on multi-family programs. Funding for this program of over \$300,000 was approved by the CPUC on August 23, 2012. Since then, MEA has been able to bring on staff resources in energy efficiency and has begun implementation of a multi-family energy efficiency program.

In July of 2012, MEA submitted an application for funding under the 2013 -2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

1. Multi-family
2. Single family utility demand reduction pilot program
3. Small commercial and

4. Four financing pilot programs: On Bill Repayment for multi-family, small commercial, and single family, and a standard offer pilot.

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

The multi-family energy efficiency program is one of four program elements approved by the CPUC, and is funded at a total of \$860,971. The program is designed to serve hard to reach multi-family properties and encourage property owners to invest in both common areas and tenant units.

The Marin City Community Development Corporation (MCCDC) has been empowering Marin communities for more than thirty years. With a diverse mix of proven asset development programs, MCCDC has been helping job seekers find and retain employment and build their lives and communities with the savings they earn. MEA and MCCDC have partnered on successful projects in the past, including the San Rafael airport solar photovoltaic project, which employed local workers trained through MCCDC programs.

On October 4th, 2012 your Board approved the First Agreement with MCCDC to provide energy efficiency program services. On February 7th, 2013 your Board approved the Second Agreement with MCCDC to provide energy efficiency program services, expanding the scope to include a direct installation component. Under the First and Second Agreements MCCDC has been supporting the MEA multi-family program for the past year. MCCDC has demonstrated the ability to deliver a well-trained team of employees to accomplish the direct install work, assisting in scheduling, securing sufficient materials, and staffing and transport to the job site. The crew at MCCDC has offered high quality services to over 600 units, collecting the data necessary to support reporting to the CPUC and interacting with tenants to improve opportunities for long term energy savings. This agreement would continue to support MCCDC in providing crews, including identifying and implementing any training necessary to fulfill this role. This would continue to provide an opportunity for local training program graduates to gain valuable hands-on experience working on energy efficiency crews.

In the past year, MCCDC has expended the majority of the program funds and expects to deplete the budget by mid-December 2013. Thus, we are seeking for the term of the proposed Third Agreement to cover December 1, 2013 to December 31, 2014. The requested contract amount of \$50,000 is less than 1% of the energy efficiency program budget and 6% of the multi-family program budget. The contract would be funded completely from the energy efficiency program funds allocated from the CPUC.

Recommendation: Authorize execution of the Third Agreement by and between MEA and Marin City Community Development Corporation to provide direct installation services for the MEA 2013 – 2014 multi-family energy efficiency program.

**MARIN ENERGY AUTHORITY
STANDARD SHORT FORM CONTRACT**

**THIRD AGREEMENT
BY AND BETWEEN
MARIN ENERGY AUTHORITY AND MCCDC**

THIS THIRD AGREEMENT ("Agreement") is made and entered into this day _____ and between the MARIN ENERGY AUTHORITY, hereinafter referred to as "MEA" and **MCCDC**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MEA desires to retain a person or firm to provide the following services: **Coordinate with MEA on the delivery of the MEA Energy Efficiency Program by providing direct install 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 MEA, the parties agree to the following:

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

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

3. FEES AND PAYMENT SCHEDULE:

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

4. MAXIMUM COST TO MEA:

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

5. TIME OF AGREEMENT:

This Agreement shall commence on **December 1, 2013**, and shall terminate on **December 31, 2014**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

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

Nothing herein shall be construed as a limitation on Contractor's obligations under Section 17 of this Contract to indemnify, defend and hold the MEA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Contract. MEA agrees to timely notify Contractor of any negligence claim.

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

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. The MEA 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 Contract 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 MEA 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 Contract 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 Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, the MEA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the MEA of Marin may conclusively rely thereon.

7. NONDISCRIMINATORY EMPLOYMENT:

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

8. SUBCONTRACTING:

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

9. ASSIGNMENT:

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

10. RETENTION OF RECORDS AND AUDIT PROVISION:

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

11. WORK PRODUCT:

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

to the MEA or any party the MEA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for the MEA.

12. TERMINATION:

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

13. AMENDMENT:

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

14. ASSIGNMENT OF PERSONNEL:

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

15. JURISDICTION AND VENUE:

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

16. INDEMNIFICATION:

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

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MEA:

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

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the MEA's contact person referenced in paragraph 20. NOTICES below.

19. NOTICES

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

Contract Manager:	Beckie Menten
<hr/>	
MEA Address:	781 Lincoln Ave., Suite 320
<hr/>	
	San Rafael, CA 94901
<hr/>	
Telephone No.:	(415) 464-6028
<hr/>	

Notices shall be given to Contractor at the following address:

Contractor: Liz Darby, Marin City Community Development Corporation
 Address: 441 Drake avenue
 Marin City, CA 94965
 Telephone No.: (415) 339-2837

20. ACKNOWLEDGEMENT OF EXHIBITS

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

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

APPROVED BY

Marin Energy Authority:

By: _____
 Executive Officer

By: _____
 Chairman

CONTRACTOR:

By: _____
 Name: _____

ME A 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 ME A Counsel at Marin Energy Authority's Request

ME A Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Scope of Work
Multifamily Energy Efficiency Program

Task 1: Direct Installation

Task 1.a. Develop Direct Install Crew

MCCDC to select, train, and oversee staff for installation of the direct install component of the MEA Multifamily Efficiency Program. The staff should have basic familiarity with energy efficiency and have training in the installation of basic efficiency measures, including but not limited to: light bulb replacement, pipe insulation, shower and faucet head replacements, weather stripping and weatherization of windows and building envelope, and to a limited extent, duct testing and sealing.

Deliverables:

1. MCCDC will recruit and screen Direct Install Crew members, including performing background checks.
2. MCCDC to identify additional training necessary and work with MEA to develop curriculum and deliver training.

Task 1.b. Complete Direct Installation of Energy Efficiency Measures

MCCDC will provide on the ground crews per Task 1.a. above to complete direct installation of light energy efficiency measures as identified in the audit report and as desired by the multifamily property owner. MCCDC will coordinate scheduling of direct install team with MEA staff and other MEA Multifamily Efficiency Program contractors. MCCDC will review and comply with the quality assurance and quality control provisions of the MEA Multifamily Efficiency program.

MEA will provide DI materials for installs unless otherwise noted.

Deliverables:

1. MCCDC will provide a Direct Install crew consisting of a Crew Leader and EE Specialists.
2. MCCDC will meet QC standards of the project, and MEA will provide feedback as needed.
3. MCCDC will handle storage, and transport of direct install materials to the worksite, and will provide monthly inventories of materials on hand for MEA. MCCDC will communicate ordering needs.

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

Payment Terms

MCCDC will invoice MEA for the work performed on the scope of work as follows:

1. Project allocated work will be billed monthly. All invoices must include sufficient documentation to verify the hours spent and the work completed during the invoice period. For 2013-14, backup documentation will include hours billed. Time allocations for MCCDC staff will indicate the following fields showing daily hours worked in the following areas:
 - a) Direct Installation – including installation crew time, as well as coordination and/or supervision.
 - b) Administration

2. Mileage and expenses (such as specific materials costs) submitted will show clear and direct relation to the MEA project. MEA must have on file proof of valid auto insurance before mileage expenses can be paid. Mileage expenses must comply with federal per diem mileage reimbursement rates. These rates can be found at: http://www.gsa.gov/portal/content/100715?utm_source=OGP&utm_medium=print-radio&utm_term=mileage&utm_campaign=shortcut. Equipment purchases totaling greater than \$20 per individual unit must be cleared with MEA staff in advance. All equipment purchases must be supported with documentation including a receipt at a minimum.

3. Parties acknowledge that at no point will services under Exhibit A be provided if there is not sufficient remaining budget available to cover such services.

MCCDC Efficiency Program Budget	2013
Task 1. Direct Installation	\$50,000
Task 1.a. Develop Direct Install Crew	\$ 5,000
Task 1.b. Complete Direct Installation of Energy Efficiency Measures	\$45,000
Total	\$50,000



November 7, 2013

TO: Marin Energy Authority Board

FROM: Rafael Silberblatt, Program Coordinator

RE: Solar Rebate Program Low Income Distribution (Agenda Item #11)

Dear Board Members:

SUMMARY:

On October 7, 2010 your Board approved a \$10,000 budget allocation to provide \$500 rebates to MCE customers receiving energy assessments or home energy improvements through the Energy Upgrade California program. On December 1, 2011 your Board approved expanding the initial scope to also provide \$500 rebates to MCE customers installing solar panels.

On March 1, 2012 your Board approved an additional \$10,000 budget allocation to extend the rebate program. In June 2012, MCE closed its rebate program having issued all 40 rebates to customers who installed solar, or performed an energy assessment or energy improvement on their home.

On March 7, 2013 your Board approved a \$10,000 budget allocation to provide \$500 rebates to MCE customers who install solar panels. At the Executive Committee meeting on April 17, 2013, the parameters of MCE's Solar Rebate Program were further defined as follows:

- To include, as eligible, customers who purchase their solar systems as well as those who sign a lease or power purchase agreement;
- To set aside half of the funds (\$5,000) for customers in Richmond;
- To limit eligibility to residential customers.

While exploring solar group purchasing and conducting related research, MCE delayed implementation of the Solar Rebate Program to determine if it would prove advantageous to link the two programs together at a later date. Solar group purchasing discussions have led to other outcomes that will not be impacted by a solar rebate program. Related research has indicated that there is a need for solar installation support focused in low income communities. While there is some funding set aside by the CPUC for low income customers through the Single-family Affordable Solar Homes (SASH) and Multi-family Affordable Solar Homes (MASH) programs, MCE's recent experience working with Grid Alternatives (a non-profit solar installer and the statewide

program manager for SASH) to install solar panels on low income homes in Richmond, reinforced the need for additional support.

With this need in mind, staff recommends restricting eligibility for the solar rebate program to low income customers for an initial four month period before making any remaining rebates available to other customers. Staff deems this provision especially compelling given that:

- None of the 40 rebates that were issued to MCE customers for energy efficiency assessments, home energy improvements or solar installations from previous budget allocations have gone to customers enrolled in the California Alternative Rates for Energy (CARE) program. The CARE program provides a monthly discount on energy bills for income-qualified households and housing facilities.
- Low income households pay a disproportionate amount of their income on utility bills compared to higher income households, especially if they rely on electricity-run medical devices or are on fixed incomes.
- Low-income customers are more likely to face credit barriers when trying to qualify for a solar lease or power purchase agreement.
- In Richmond, the prevalence of housing built during the post-WWII era means that many low income customers have very old roofs and electrical service panels. Extra labor is required to address poor roof conditions and replace the electrical service panel, which often makes it more costly to install solar for low-income customers than for higher income households.
- A four month window should give organizations such as Grid Alternatives sufficient time to get new projects into their pipeline. In this way, MCE's solar rebates would be helping to make new projects feasible as opposed to simply offering a better return on existing projects.

Recommendation: Restrict eligibility for MCE's Solar Rebate Program to low income customers (as determined by proof of SASH/MASH eligibility) for an initial four month period before making any remaining rebates available to other residential customers.