



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY  
BENICIA | CONCORD | DANVILLE | EL CERRITO | LAFAYETTE | MARTINEZ | MORAGA  
OAKLEY | PINOLE | PITTSBURG | RICHMOND | SAN PABLO | SAN RAMON | WALNUT CREEK

## Agenda Page 1 of 1

### Executive Committee Meeting Friday, December 1, 2017 12:30 P.M.

**The Barbara George Conference Room  
1125 Tamalpais Ave.  
San Rafael, CA 94901**

Remote location:

The City of Concord, Permit Center Conference Room, 1950 Parkside Dr., Concord, CA 94519

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
  - C.1 Approval of 11.3.17 Meeting Minutes
  - C.2 Monthly Budget Update
  - C.3 First Amendment to Professional Services Agreement with Mogo Interactive
  - C.4 Second Agreement with Nest Labs, Inc.
  - C.5 First Agreement with Mojo Associates
  - C.6 Revisions to Policy 012 - Dogs in the Workplace
5. Net Energy Metering Tariff Adjustment (Discussion/Action)
6. MCE Supplier Diversity Symposium (Discussion)
7. Board Member & Staff Matters (Discussion)
8. Adjourn



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**MCE  
EXECUTIVE COMMITTEE MEETING  
Friday, November 3, 2017  
12:00 P.M.**

**City of Concord, Permit Center Conference Center  
1950 Parkside Drive  
Concord, CA**

**MCE, Barbara George Conference Room  
1125 Tamalpais Avenue  
San Rafael, CA 94901**

**CLOSED SESSION**

**Closed Session was called to order at 12:12 P.M. to discuss Real Estate Property Negotiations  
(Government § 54956.8) (Discussion/Action)**

**ACTION: It was M/S/C (Haroff/Greene) to authorize staff to complete negotiations and authorize CEO to sign lease agreement. Motion carried by unanimous vote. (Absent: Directors Birsan, Glover, McCaskill, Sears and Trotter).**

**Roll Call**

**Present:** Denise Athas, City of Novato (San Rafael)  
Sloan Bailey, Town of Corte Madera, Acting Committee Chair (Concord)  
Lisa Blackwell, Town of Danville (Concord)  
Tom Butt, City of Richmond, Committee Chair (San Rafael)  
Barbara Coler, Town of Fairfax (San Rafael)  
Ford Greene, Town of San Anselmo (Concord)  
Kevin Haroff, City of Larkspur (Concord)

**Absent:** Edi Birsan, City of Concord  
Federal Glover, County of Contra Costa  
Bob McCaskill, City of Belvedere  
Kate Sears, County of Marin  
Dave Trotter, Town of Moraga

**Staff:** Meaghan Doran, Manager of Customer Programs, Operations (Concord)  
Sarah Estes-Smith, Director of Internal Operations (Concord)

Jenna Famular, Community Development Manager (Concord)  
Jessica Flores-Brooks, Board Administrative Assistant (San Rafael)  
Darlene Jackson, Board Clerk (Concord)  
Beth Kelly, General Counsel (Concord)  
Gabrielle Lichtenstein, Community Affairs Representative (Concord)  
Alexandra McGee, Community Power Organizer (Concord)  
David McNeil, Manager of Finance (San Rafael)  
Justine Parmelee, Internal Operations Manager (Concord)  
Marcela Vazquez, Community Affairs Representative (Concord)  
Dawn Weisz, CEO (Concord)

The regular meeting was called to order at 12:27 P.M. by Acting Committee Chair, Sloan Bailey. A request was made by Committee Member Lisa Blackwell to reorder the Agenda due to time constraints.

ACTION: It was M/S/C (Greene/Blackwell) to **re-order the meeting agenda**. Motion carried by unanimous vote. (Absent: Directors Birsan, Glover, McCaskill, Sears and Trotter).

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

- C.1 10.6.17 Meeting Minutes
- C.2 Monthly Budget Update
- C.3 First Amendment to Fifth Agreement with AEA
- C.4 Seventh Agreement with CESC
- C.5 Second Amendment to First Agreement with TEAA

ACTION: It was M/S/C (Greene/Haroff) to **approve Consent Calendar**. Motion carried by unanimous vote. (Absent: Directors Birsan, Glover, McCaskill, Sears and Trotter).

**Agenda Item #7 – California Community Choice Policy Engagement (Discussion/Action)**

CEO, Dawn Weisz, introduced this item and addressed questions from the Committee.

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**ACTION:** It was M/S/C (Haroff/Greene) to **authorize payment of policy engagement dues to CalCCA for CalCCA’s fiscal year 2017/18 in an amount not to exceed \$150,000, subject to Board approval of the FY 2017/18 Operating Fund Budget Amendment.** Motion carried by unanimous vote. (Absent: Directors Birsan, Glover, McCaskill, Sears and Trotter).

**Agenda Item #8 – Fiscal Year 2017/18 Operating Fund Budget Amendment (Discussion/Action)**

Manager of Finance, David McNeil, introduced this item and addressed questions from the Committee.

**ACTION:** It was M/S/C (Greene/Blackwell) to **recommend approval of the proposed Amendment to FY 2017/18 Operating Fund Budget to your Board at the November Board meeting.** Motion carried by unanimous vote. (Absent: Directors Birsan, Glover, McCaskill, Sears and Trotter).

**Agenda Item #9 – Charles F. McGlashan Advocacy Award Nominations (Discussion/Action)**

Alexandra McGee, Community Power Organizer, introduced this item and addressed questions from the Committee.

**ACTION:** It was M/S/C (Coler/Athas) to **select the 2017 recipient of the Charles F. McGlashan Advocacy Award to be presented at the November meeting of the MCE Board of Directors. The selected recipient was Rebecca Milliken of the El Cerrito Environmental Quality Commission.** Motion carried by unanimous vote. (Absent: Directors Birsan, Glover, McCaskill, Sears and Trotter).

**Agenda Item #5 – Customer Programs Overview (Discussion)**

No action was required.

**Agenda Item #6 – Workforce & Supplier Diversity Policy (Discussion)**

No action was required.

**Agenda Item #10 – Review Draft 11.16.17 Board Agenda (Discussion)**

ACTION: No action was required.

The meeting was adjourned to the next scheduled Executive Committee Meeting on December 1, 2017.

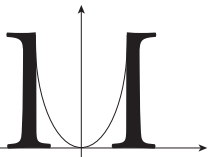
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**Tom Butt, Executive Committee Chair**

**ATTEST:**

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**Dawn Weisz, Chief Executive Officer**



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

Financial Plumbline

## ACCOUNTANTS' COMPILATION REPORT

Board of Directors  
Marin Clean Energy

Management is responsible for the accompanying special purpose statement of Marin Clean Energy (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended October 31, 2017, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

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

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

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

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

*MAHER ACCOUNTANCY*

San Rafael, CA  
November 20, 2017



**MARIN CLEAN ENERGY  
OPERATING FUND  
BUDGETARY COMPARISON SCHEDULE  
April 1, 2017 through October 31, 2017**

	Actual - from April 1 through October 31		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Budget Variance (Under)Over %	Annual Budget (Amended)	Budget Remaining
	2016/17	2017/18	2017/18	2017/18	2017/18	2017/18	2017/18
<b>ENERGY REVENUE</b>							
Revenue - Electricity (net of allowance)	\$ 99,816,016	\$ 129,721,458	\$ 135,514,845	\$ (5,793,387)	-4.28%	\$ 209,162,000	\$ 79,440,542
Other revenue	160,712	155,284	5,833	149,451	2562.01%	10,000	(145,284)
<b>TOTAL ENERGY REVENUE</b>	<u>99,976,728</u>	<u>129,876,742</u>	<u>135,520,678</u>	<u>(5,643,936)</u>	-4.16%	<u>209,172,000</u>	<u>79,295,258</u>
<b>ENERGY EXPENSES</b>							
Cost of energy	80,891,917	109,678,580	111,502,373	(1,823,793)	-1.64%	183,194,000	73,515,420
<b>TOTAL ENERGY EXPENSES</b>	<u>80,891,917</u>	<u>109,678,580</u>	<u>111,502,373</u>	<u>(1,823,793)</u>	-1.64%	<u>183,194,000</u>	<u>73,515,420</u>
<b>NET ENERGY REVENUE</b>	<u>19,084,811</u>	<u>20,198,162</u>	<u>24,018,305</u>	<u>(3,820,143)</u>		<u>25,978,000</u>	
<b>OPERATING EXPENSES</b>							
Personnel	2,472,348	3,106,637	3,840,667	(734,030)	-19.11%	6,584,000	3,477,363
Data manager	1,823,080	2,103,029	2,210,533	(107,504)	-4.86%	3,794,000	1,690,971
Service fees- PG&E	567,311	797,534	866,393	(68,859)	-7.95%	1,487,000	689,466
Technical and scheduling services	328,915	399,777	457,413	(57,636)	-12.60%	806,000	406,223
Legal counsel	370,788	329,011	469,000	(139,989)	-29.85%	804,000	474,989
Communications services and related expenses	814,031	441,623	1,149,750	(708,127)	-61.59%	1,971,000	1,529,377
Other services	255,704	372,820	863,917	(491,097)	-56.85%	1,481,000	1,108,180
General and administration	240,898	334,984	395,500	(60,516)	-15.30%	678,000	343,016
Occupancy	222,732	280,061	401,917	(121,856)	-30.32%	689,000	408,939
Integrated demand-side pilot programs	6,697	23,325	125,417	(102,092)	-81.40%	215,000	191,675
Marin County green business program	-	-	10,000	(10,000)	0.00%	10,000	10,000
Low income solar programs	23,700	35,200	23,333	11,867	50.86%	40,000	4,800
<b>TOTAL OPERATING EXPENSES</b>	<u>7,126,204</u>	<u>8,224,001</u>	<u>10,813,839</u>	<u>(2,589,838)</u>	-23.95%	<u>18,559,000</u>	<u>10,334,999</u>
<b>OPERATING INCOME (LOSS)</b>	<u>11,958,607</u>	<u>11,974,161</u>	<u>13,204,466</u>	<u>(1,230,305)</u>		<u>7,419,000</u>	
<b>NONOPERATING REVENUES</b>							
Grant Income			118,833	(118,833)	0.00%	713,000	713,000
Interest income	42,290	152,664	75,833	76,831	101.32%	130,000	(22,664)
<b>TOTAL NONOPERATING REVENUES</b>	<u>42,290</u>	<u>152,664</u>	<u>194,667</u>	<u>(42,003)</u>		<u>843,000</u>	<u>690,336</u>
<b>NONOPERATING EXPENSES</b>							
Interest expense and financing costs	33,515	40,000	168,000	(128,000)	-76.19%	168,000	128,000
Depreciation (supplemental)	52,507	63,778	70,583	(6,805)	-9.64%	121,000	57,222
<b>TOTAL NONOPERATING EXPENSES</b>	<u>86,022</u>	<u>103,778</u>	<u>238,583</u>	<u>(134,805)</u>		<u>289,000</u>	<u>185,222</u>
<b>TOTAL NONOPERATING INCOME (EXPENSES)</b>	<u>(43,732)</u>	<u>48,886</u>	<u>(43,917)</u>	<u>92,803</u>	-211.32%	<u>554,000</u>	
<b>CHANGE IN NET POSITION</b>	<u>11,914,875</u>	<u>12,023,047</u>	<u>13,160,549</u>	<u>(1,137,502)</u>		<u>7,973,000</u>	
<b>CAPITAL EXPENDITURES, INTERFUND TRANSFERS &amp; OTHER</b>							
Capital outlay	80,502	131,148	434,000	(302,852)	-69.78%	744,000	612,852
Depreciation (supplemental)	(52,507)	(63,778)	(70,583)	6,805	-9.64%	(121,000)	(57,222)
Transfer to Renewable Energy Reserve	1,000,000	-	-	-		-	-
Transfer to Local Renewable Development Fund	173,000	186,000	186,000	-	0.00%	186,000	-
<b>TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS &amp; OTHER</b>	<u>1,200,995</u>	<u>253,370</u>	<u>549,417</u>	<u>(296,047)</u>	-53.88%	<u>809,000</u>	<u>555,630</u>
Net increase (decrease) in available fund balance	<u>\$ 10,713,880</u>	<u>\$ 11,769,677</u>	<u>\$ 12,611,133</u>	<u>\$ (841,456)</u>		<u>\$ 7,164,000</u>	

**MARIN CLEAN ENERGY  
ENERGY EFFICIENCY PROGRAM FUND  
BUDGETARY COMPARISON SCHEDULE  
April 1, 2017 through October 31, 2017**

	<u>Amended Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
<b>REVENUE AND OTHER SOURCES:</b>				
Public purpose energy efficiency program	\$ 1,691,000	\$ 680,440	\$ 1,010,560	40.24%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>82,128</u>	<u>1,667,872</u>	4.69%
<b>TOTAL REVENUE AND OTHER SOURCES:</b>	<u>3,441,000</u>	<u>762,568</u>	<u>2,678,432</u>	
<b>EXPENDITURES AND OTHER USES:</b>				
Public purpose energy efficiency program	1,691,000	680,440	1,010,560	40.24%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>82,128</u>	<u>1,667,872</u>	4.69%
<b>TOTAL EXPENDITURES AND OTHER USES:</b>	<u>3,441,000</u>	<u>762,568</u>	<u>2,678,432</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND  
BUDGETARY COMPARISON SCHEDULE  
April 1, 2017 through October 31, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
<b>REVENUE AND OTHER SOURCES:</b>				
Transfer from Operating Fund	\$ 186,000	\$ 186,000	\$ -	100.00%
<b>EXPENDITURES AND OTHER USES:</b>				
Capital Outlay and related	<u>186,000</u>	<u>16,772</u>	<u>169,228</u>	9.02%
Net increase (decrease) in fund balance	<u>\$ -</u>	169,228		
Fund balance at beginning of period		<u>-</u>		
Fund balance at end of period		<u>169,228</u>		

**RENEWABLE ENERGY RESERVE FUND  
BUDGETARY COMPARISON SCHEDULE  
April 1, 2017 through October 31, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
<b>REVENUE AND OTHER SOURCES:</b>				
Other proceeds *	\$ 800,000	\$ 777,962	\$ 761,350	97.25%
Transfer from Operating Fund	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total revenue and other sources	\$ 800,000	\$ 777,962	\$ 761,350	
<b>EXPENDITURES AND OTHER USES:</b>	<u>225,000</u>	<u>-</u>	<u>225,000</u>	0.00%
Net increase (decrease) in fund balance	<u>\$ 575,000</u>	777,962		
Fund balance at beginning of period		<u>443,721</u>		
Fund balance at end of period		<u>\$ 1,221,683</u>		

\*Other proceeds relate to the transfer of the Solar One project.



**MARIN CLEAN ENERGY**  
**BUDGETARY SUPPLEMENTAL SCHEDULE**  
**April 1, 2017 through October 31, 2017**

	<b>Actual</b>
<b>Other services</b>	
Audit	\$ 36,496
Accounting	86,607
IT Consulting	60,250
Human resources & payroll fees	5,951
Miscellaneous professional fees	183,516
<b>Other services</b>	<b>\$ 372,820</b>
 <b>General and administration</b>	
Data and telephone service	\$ 20,966
Meeting room rentals	2,106
Office equipment lease	3,458
Dues and subscriptions	126,637
Conferences and professional education	35,511
Travel	45,397
Business meals	6,123
Interest and late fees	1,143
Miscellaneous administration	57,316
Office supplies and postage	36,327
<b>General and administration</b>	<b>\$ 334,984</b>



December 1, 2017

TO: MCE Executive Committee

FROM: Kalicia Pivirotto, Marketing Manager

RE: First Amendment to Professional Services Agreement with Mogo Interactive (Agenda Item #04-C.3)

ATTACHMENTS: A. Professional Services Agreement with Mogo Interactive  
B. Proposed First Amendment to Professional Services Agreement with Mogo Interactive

Dear Executive Committee Members:

**Summary:**

Under the Professional Services Agreement with Mogo Interactive (“Agreement”), the vendor provides purchasing services to MCE for cable television, digital, BART station, and print newspaper advertisements across MCE’s new Contra Costa communities of Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County. The goals of the advertisements are to create community awareness, build recognition of MCE, and increase enrollments in Deep Green energy.

Under the proposed First Amendment to the Agreement (“Amendment”), Mogo would purchase cable television ad airtime in MCE’s current service area (Marin County, Napa County, Benicia, El Cerrito, Lafayette, Richmond, San Pablo, and Walnut Creek) to maintain the visibility and success of the current Deep Green opt up campaign. Additionally, the proposed Amendment would extend the services through June 2018, allowing for further advertising through the new Contra Costa community enrollment period.

Mogo’s monthly fees for these services are:

- 15% of cost of media buy for cable television, BART station, print newspaper, and digital media ads (display and social media)
- 25% of cost of media for paid search ads

**Fiscal Impacts:** Costs related to the proposed contract amendment are included in the FY 2017/18 Operating Fund Budget.

**Recommendation:** Approve the proposed First Amendment to Professional Services Agreement with Mogo Interactive.



## **PROFESSIONAL SERVICES AGREEMENT & NDA**

This Agreement is made effective as of June 12, 2017, between MCE, Marin Clean Energy (“Client”) and Mogo Marketing + Media, Inc., doing business as MogoARTS Marketing, Mogo Interactive, and Mogo (“Agency”), regarding the services described below.

### **ARTICLE 1. TERM OF AGREEMENT**

1.01. Term. The effective date of this Agreement shall be from **June 12, 2017 through February 28, 2018**. Continuation of services set out in this agreement shall constitute continuation of the terms and conditions set forth within.

### **ARTICLE 2. SERVICES TO BE PERFORMED BY AGENCY**

2.01. Specific Services. Client hereby retains Agency to perform certain tasks as needed by the Client from time to time as agreed to by the parties (“Covered Matters”). This agreement shall be amended to include new matters by mutual consent of the parties and without the need for the parties to execute a new Agreement. The parties generally contemplate that the services to be rendered by Agency in connection with the Covered Matters/Projects will consist of Agency acting as advertising, media planning and buying agency for Client. Agency will undertake specific tasks at the direction of Client in the area of media negotiation, planning and buying which may include Online, Television, Radio, Out of Home and Print. Any additional specific services to be rendered by Agency shall be defined in consultation from time to time between Agency and Client.

2.02. Relationship of the Parties. The relationship of the Parties shall be solely that of agency and independent contractor. This Agreement does not create any partnership, joint venture, single business entity, or employment relationship between the Parties.

2.03 Reporting. In performing services relating to the covered matters, Agency shall report to **Kalicia Pivrotto**.

### **ARTICLE 3. COMPENSATION AND BUDGET**

3.01. Compensation. Client agrees to pay Agency the agreed upon service charge for each buy placed, as outlined in the campaign media recommendation.

3.02. Payment of Compensation. Service charges are due one month prior to each campaign start. For all media which Agency pays on Client's behalf, payment must be received by Agency prior to the start date.

3.03. Late payments. Any late payments, as defined in paragraph 3.02 above, shall be increased by a 1.5% late charge for each month the payment is due. This 1.5% late fee will be compounded monthly.

3.04. Additional Services. Additional services (in addition to those listed above) may be individually

billed and are due and payable in net fifteen (15) days.

3.05. Overdue Account. Agency may discontinue work under this Agreement without notice if the account is overdue. Agency has the option of resuming service or terminating the Agreement after payment of overdue balances and late fees. Client agrees to compensate Agency for the service charges remaining balance.

3.06. Media Budget. Agency purchases advertising inventory on Client's behalf across dozens of display, video, social, search and mobile advertising marketplaces. These highly complex marketplaces are in a constant state of fluctuation based on supply, demand and seasonality. Agency's programmatic buying platform gives precise visibility as to spend, to the exact penny. However, it can be difficult to deliver planned media budgets to the exact dollar. Any campaign budgets that are under-spent or over-spent for a given year will be reconciled each January, with the unspent amount either returned to Client or carried to Client's next year's first campaign. When Agency overspends, there is no expectation for Client to pay the overage, but any overage will be factored into the unspent amount during the reconciliation process.

**Mogo Interactive Agency Fees for Placement of Media that includes Planning, Campaign Builds, Campaign Optimizations and Post Performance Reporting:**

- Display Media; 15% monthly fee on top of Media budget
- Social Media: 15% monthly fee on top of Media budget
- Paid Search: One time build fee of \$500. 25% monthly fee on top of Media Budget. Minimum management fee is \$500.

**ARTICLE 4. OBLIGATIONS OF AGENCY**

4.01. Commitment. Agency agrees to devote such time and effort as is reasonably required to perform the above-described services in a professional manner. Agency also agrees to expend best efforts to see that all Client needs are being met and all deadlines are adhered to.

4.02. Confidentiality. Agency acknowledges that in the course of performing services or work for Client, Agency may be given access to "Confidential Information." In consideration of being made privy to such Confidentiality Information, and of the contracting for the Agency's professional services by Client, Agency hereby agrees to hold the same in strict confidence, and not to disclose it, or otherwise make it available, to any person or third party without the prior written consent of Client.

**ARTICLE 5. OBLIGATIONS OF CLIENT**

5.01. Cooperation of Client. Client agrees to comply with all reasonable requests of Agency and to provide access to all documents and other information reasonably necessary to the performance of Agency's duties under this Agreement.

5.02. Grant of Authority. Client grants Agency full rights and authority to undertake advertising and media buying services on behalf of Client. Client provide Agency with the right and authority to solicit introductions to Client and its product(s) from any online media outlets.

5.03. Indemnity. Client agrees to defend, indemnify and hold Agency harmless against any loss, cost or expense Agency may sustain or incur as the result of any claim, suit or proceeding made, brought or threatened against Agency arising out of the Agreement. The expenses indemnified against include reasonable attorneys' fees and costs incurred in any litigation identified above.

**ARTICLE 6. CONFIDENTIALITY AND NON-DISCLOSURE**

6.01. Confidential Information. The parties shall maintain the nature of all confidential and proprietary

information that is disclosed in the course their business relationship. This Confidentiality Non-Disclosure Agreement applies to all confidential and proprietary information disclosed by the parties to each other, including but not limited to: all customer and client data, including customer or client lists, preferences, credit history, agreements, and any personally identifiable information related to customers or clients, or their employees, customers or clients, including names, addresses, phone numbers, account numbers and social security numbers; sales information; advertising and marketing materials and strategies; financial information; pending projects and proposals; pricing and product information; processes; trade secrets; marketing plans; computer processes; computer programs and codes; technological data; strategies; forecasts; budgets; and projections ("Confidential Information"). Confidential Information includes information of each party's subsidiaries, affiliated companies, business partners, clients, customers, and data providers. Confidential Information can be written, oral, electronic, or in any other media that can be communicated between the parties.

Confidential Information does not include information that: (a) was already known to the receiving party prior to being disclosed under this Agreement; (b) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (c) has rightfully been received by a third party not subject to this Agreement; (d) has been approved for release in writing by the disclosing party; or (e) is required to be disclosed pursuant to the final, binding order of a governmental agency or court of competent jurisdiction, provided that the disclosing party was given reasonable notice of the pendency of the order and the opportunity to contest it.

The parties may only disclose Confidential Information to its employees, contractors, and vendors that have a need to know in order to carry out the purposes of this Agreement and the parties' responsibilities to each other.

6.02. Disclosure of Confidential Information. The parties agree to hold the other's Confidential Information in strict confidence and to not disclose the Confidential Information to any third party. The parties agree to employ all reasonable and necessary steps to protect the Confidential Information from unauthorized or inadvertent disclosure, including taking all steps that it takes to protect its own confidential or proprietary information. If there is any unauthorized disclosure of Confidential Information, whether intentional or inadvertent, the party knowing of the disclosure must inform the other party immediately upon discovery and must take all reasonable measures to prevent further disclosure.

6.03. Termination of Confidentiality and Non-Disclosure Agreement. This Confidentiality and Non-Disclosure Agreement shall continue until terminated in writing by either party, provided, however, that the obligation to protect Confidential Information disclosed by the parties to each other shall survive termination of this Agreement.

## **ARTICLE 7. TERMINATION OF AGREEMENT**

7.01. Termination of Agreement. This Agreement shall continue in effect until the services contemplated in this Agreement have been fully performed or until terminated by either party, whichever occurs first. Either party may terminate this Agreement at any time, with or without cause and will give the other party reasonable written notice. All payments due under this Agreement at time of termination shall be due and payable at the time of termination.

7.02. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of the following events: (a) Bankruptcy or insolvency of either party; (b) Termination of a Covered Matter.

**ARTICLE 8. GENERAL PROVISIONS**

8.01. Notices. Any notices required to be given under this Agreement by either party to the other shall be in writing and may be given either by personal delivery (including, but not limited to, delivery by messenger or courier service) or by email, U.S. mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed effective upon actual receipt; mailed notices shall be deemed effective upon actual receipt or on the fourth day after mailing, whichever occurs first.

8.02. Entire Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the parties with respect to the rendering of services by Agency for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification or renewal of this Agreement must be made in writing and signed by both parties.

8.03. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

8.04. Disputes Between The Parties. In the event of a disagreement between the parties to this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the non-prevailing party. Attorneys' fees shall be awarded whether the claim for relief is based on contract law, tort law, or both. The venue where any dispute shall be maintained is the County of Marin, State of California.

8.05. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**8.06 NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:**

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

Executed at Corte Madera,, California, as of the date first set forth above.

Mogo Marketing + Media, Inc.  By: <u>Doug Mowbray</u>	MCE Marin Clean Energy  By: <u>Debra DeJoy</u>
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<p>Date: <u>June 12, 2017</u></p> <p>Doug Mowbray, CEO, President</p> <p>Mogo Marketing + Media, Inc.</p>	<p>Print Name:</p> <p>Date: _____</p>
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**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This Amendment is made effective as of December 1, 2017, between Marin Clean Energy (MCE), a California Joint Powers Authority ("Client") and Mogo Marketing + Media, Inc., doing business as MogoARTS Marketing, Mogo Interactive, and Mogo ("Agency").

WHEREAS, Client and Agency entered into a Professional Services Agreement and Nondisclosure Agreement ("Agreement") on June 12, 2017, for certain advertising, media planning and buying services; and,

WHEREAS, Client and Agency desire to amend the term of the Agreement and to modify the scope and/or type(s) of advertising campaign(s) that Agency will undertake on Client's behalf.

NOW, THEREFORE, the parties agree to modify the Agreement as set forth below:

**AGREEMENT**

1. Article 1.01 of the Agreement is hereby amended to read as follows:

Term. The effective date of this Agreement shall be from June 12, 2017 through June 30, 2018. Continuation of services set out in this agreement shall constitute continuation of the terms and conditions set forth within.

2. Article 3.06, specifically the bulleted list titled "**Mogo Interactive Agency Fees for Placement of Media that includes Planning, Campaign Builds, Campaign Optimizations and Post Performance Reporting.**" is amended to read as follows:

- Broadcast Media: 15% monthly fee on top of Media Budget
- Display Media: 15% monthly fee on top of Media Budget
- Social Media: 15% monthly fee on top of Media Budget
- BART Station Media: 15% fee on top of Media Budget
- Paid Search: 25% monthly fee on top of Media Budget

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

Executed at Corte Madera, California, as of the date first set forth above.



Mogo Marketing + Media, Inc.

MCE

By:

By:

Date:

Date:

Doug Mowbray, CEO, President

Dawn Weisz, CEO

Mogo Marketing + Media, Inc.

MCE

By: \_\_\_\_\_

Date:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



December 1, 2017

TO: MCE Executive Committee

FROM: Justine Parmelee, Internal Operations Manager

RE: Revisions to Policy 012: Dogs in the Workplace (Agenda Item #04 – C.6)

ATTACHMENTS: A. Proposed Policy 012: Dogs in the Workplace  
B. Policy 012: Dogs in the Workplace

Dear Executive Committee Members:

**SUMMARY:**

On June 18, 2016, MCE's Board of Directors approved MCE's Policy 012: Dogs in the Workplace. This Policy permits employees to bring dogs into the San Rafael office provided that key guidelines and requirements are met.

At the November 3, 2017 meeting, the Executive Committee authorized MCE staff to finalize and execute a lease agreement for an office space in Concord. This multi-tenant building does not allow animals in the premises, with the exception of service animals as defined by the Americans with Disabilities Act (ADA). To satisfy lease requirements while maintaining a dog-friendly atmosphere at MCE, staff recommends removing the associated guidelines from MCE Policy 012: Dogs in the Workplace to allow for timely updates to adjust for changing needs of staff and to maintain compliance with ADA. In addition, staff recommends updating associated guidelines to reflect building requirements.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve revisions to Policy 012: Dogs in the Workplace.



UPDATED DRAFT  
December 1, 2017

## POLICY 012: DOGS IN THE WORKPLACE

It is the policy of MCE to support the presence of well-trained dogs in the workplace. Dogs in office environments have been shown to reduce stress and boost employee morale. This policy is crafted to support these benefits while mitigating possible impacts to the work environment.

Full-time and part-time MCE employees given approval by their Department Director may be eligible to bring their dog to work, depending on the office location, and according to guidelines established and updated by staff leadership.



## POLICY 012: DOGS IN THE WORKPLACE

It is the policy of Marin Clean Energy to support the presence of well-trained dogs at the office. Dogs in the office environment have been shown to reduce stress and boost employee morale. This policy is crafted to support these benefits while mitigating possible impacts to the work environment.

Full-time and part-time MCE employees given approval by their Department Director may be eligible to bring their dog to work. Any employee choosing to take advantage of this policy must ensure the following conditions are met:

- It is the responsibility of the pet owner to ensure vaccination records are current. All dog owners must submit proof of the following vaccinations:
  - DHHP (distemper/parvo)
  - Rabies
  - Bordetella
- All dogs must be treated with heartworm and flea preventative. Any dog exhibiting symptoms of a pest infestation will be barred from returning to the workplace until the issue has been resolved.
- Dogs must be spayed or neutered and a certificate of such must be provided.
- Dogs must remain on a leash (6' or less) while in any common space.
- Employees are responsible for self-scheduling on the provided shared electronic calendar. MCE management staff may limit the number of dogs in the workplace on any one day.
- Dogs must remain in the office or at the desk of their owner or caretaker. Dogs are not allowed in the staff lounge or in the kitchen or bathroom. Employees must designate a colleague as a "Pet Buddy" to watch their pet while the dog owner employee is in meetings or off site. The employee understands it is their responsibility to ensure the pet has supervision.
- A dog may only be in a shared office if both office occupants have affirmatively agreed to the dog's presence. Due to allergies or other factors, an officemate may choose to not share their space with a canine companion.
- After receiving permission from the employee's Department Director, all dogs will be on a one-month trial period to ensure the dog has the appropriate temperament to stay at MCE.

- Any dog exhibiting behavior perceived as violent (e.g. growling or biting) will lose office privileges and will not be allowed to come to work.
- Dogs exhibiting destructive behavior will lose office privileges and not be allowed to return to work. Mitigation or repair for any damage caused to the building or property within the building will be the responsibility of the owner.
- The following behaviors will result in a “strike” against the dog. Once three strikes have been marked, the dog will lose office privileges:
  - Distractions. Dogs exhibiting noisy or distracting behavior.
  - Liquid/solid Accidents. Dog owners are responsible for cleaning up any accidents in the workplace, and any accident will serve as a strike against the dog.
  - Improper hygiene. Smelly dogs will receive a strike and the owner will be responsible for amending the situation.
- Employees are responsible for maintaining a clean and vibrant atmosphere at MCE. Employees must pick up after their pets, are required to pick up their dog’s waste and are encouraged to pick up any pet waste that litters the MCE grounds even if it does not belong to their pet. The presence of dog waste on MCE grounds may cause the approval to bring a dog to be revoked for all participants.
- Issues related to dogs in the workplace that are not able to be resolved by the pet owner will be reviewed by a committee made up of a participant in the program, one other employee (preferably a dog owner not participating in the program) and the HR Coordinator. If the committee is unable to resolve the issue, the Chief Executive Officer will have the final decision making authority.
- Bringing a pet dog to work should be an occasional practice, not an everyday occurrence. Employees are responsible for using the shared electronic calendar to schedule office time and limit dog presence to one or two days per week.
- Any participating employees must acknowledge that:
  - Having a pet at work is a privilege, not a right, and the employee’s behavior and decisions as a pet owner will reflect on the employee.
  - Implementation of this policy is at the sole discretion of MCE.
  - If an employee or dog violates any of the terms of this policy, the employee may lose the privileges outlined above.
  - The employee must exercise good judgement to determine if their dog is a good fit for the work environment.

**MCE  
DOGS IN THE WORKPLACE  
DOG OWNER PARTICIPATION APPLICATION**

**GENERAL INFORMATION**

Name of Employee: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Estimated Date Dog Will Enter Program: \_\_\_\_\_  
Estimated Days and Times Dog Will Be Present in the Workplace: \_\_\_\_\_  
\_\_\_\_\_

**ALTERNATE CARE PROVIDERS**

The following employee has agreed to be an alternate care provider, who will provide care for my dog when I am unavailable:

\_\_\_\_\_

Note: If you are on flexible hours, your alternate care provider must work the same schedule that you do on the day(s) that you plan to bring your dog to work.

**SPECIFIC INFORMATION**

Include any other specific information regarding your dog in the space below (optional):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I UNDERSTAND THAT PARTICIPATION IN THE MCE DOGS IN THE WORKPLACE PROGRAM IS A PRIVILEGE AND NOT A RIGHT. I HAVE READ, UNDERSTAND AND AGREE TO ALL ASPECTS OF THE POLICY AND GUIDELINES AND I UNDERSTAND THAT MCE HAS THE RIGHT TO REVOKE MY PARTICIPATION IN THE PROGRAM AND/OR THE PROGRAM AT ANY TIME.

Submitted by:

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Manager

\_\_\_\_\_  
Date

CC: HR Manager & Employee Personnel File

# DOGS IN THE WORKPLACE DOG OWNER AGREEMENT, CONSENT & WAIVER

## AGREEMENT

By signing this Agreement, I certify that I have read the Dogs in the Workplace Policy and Guidelines. I understand and agree to comply with the terms and conditions set forth in the Policy and Guidelines. I further understand and agree that, in the event I fail to comply with such terms and conditions or otherwise fail to meet any policy or guideline criteria currently in the policy or that may be added to the policy and conveyed to me in writing, my eligibility may be terminated, requiring me to remove my dog from the workplace immediately.

I acknowledge that MCE reserves the right to cancel or retire the policy in part or in its entirety at any time, thus requiring me to remove my dog from the workplace immediately.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

## CONSENT AND WAIVER

In consideration of MCE's permitting me to bring my dog to work with me in compliance with the Dogs in the Workplace Policy and its Guidelines, I hereby release, on my own behalf (i) MCE; (ii) any entity affiliated with MCE; and (iii) any of the current or former owners, officers, directors, agents, representatives, insurers, attorneys, successors, assigns, and current employees, including any alternate care providers, of MCE and the foregoing entities from any and all claims, liabilities, causes of action and demands of any kind or character, including negligence, whether vicarious, derivative or direct, that I, or any of my family members, heirs, or assigns now have or may hereafter have or assert against MCE growing out of, resulting from, or connected with this policy and/or with me bringing my dog to work or his/her presence at work with me. This waiver does not preclude legal remedies for injury due to malice or egregious negligence.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

PLEASE SIGN THE ABOVE ALTERNATE CARE PROVIDER AGREEMENT TO THIS INDIVIDUAL PLAN.



December 1, 2017

TO: MCE Executive Committee

FROM: Justin Kudo, Deputy Director of Account Services

RE: Net Energy Metering Tariff Adjustment (Agenda Item #05)

ATTACHMENT: Draft Amended Electric Schedule NEM – Net Energy Metering Service

Dear Executive Committee Members:

**Overview:**

MCE's Net Energy Metering (NEM) tariff provides the billing mechanism that enables customers to accumulate credits for surplus on-site renewable energy production, like rooftop solar. First established by your Board in June 2010, the NEM tariff serves approximately 11,000 MCE accounts. With service beginning in nine new Contra Costa member communities in April 2018, the NEM tariff is expected to grow to serve more than 25,000 accounts.

Under the existing NEM tariff, in April each year customers with a credit balance of more than \$100 may elect to "cash out" and receive direct payment by check from MCE for the balance (NEM Cash-Out). This program does not currently have a cap on accruals or payments, such as the limits set by other Community Choice Aggregation (CCA) programs.

**Proposed Cash-Out Amendments:**

NEM Cap

Staff recommends adopting a cap of \$5,000, similar to those used by other CCAs. This cap would impact a very small number of accounts which currently receive Cash-Out payments above \$5,000 annually. Staff recommends providing advance notice to customers with eligible balances above this cap. Adoption of a cap would result in a small increase in MCE's net position, which could be used to increase funding for customer programs, including solar installations for low-income customers.

PG&E currently operates a program called RES-BCT (Bill Credit Transfer), a tariff which allows municipal accounts to transfer surplus generation credits from one account to another, similar to the arrangement offered by the Cash-Out program. Staff recommends that an exception be included in MCE's NEM tariff to allow customers which could otherwise qualify for RES-BCT to be excluded from the cap.

Donation of Cash-Out Credit

In addition to the option of credit Cash-Out or rollover, staff recommends allowing customers the option to donate their credits towards the installation of solar for low-income households. This could be provided as an option on NEM Cash-Out offerings starting in April 2018.



### Aggregated Net Energy Metering

The California Public Utilities Code Sec. 2827 (h)(4)(B) requires that “aggregated NEM” (NEMA/NEMAG) customers<sup>1</sup> be permanently ineligible for net surplus compensation, which includes compensation methods such as MCE’s NEM Cash-Out. An amendment to our NEM tariff can exclude these accounts from future Cash-Out eligibility.

Staff recommends the following amendments, which would limit financial uncertainty and allow MCE to direct revenue to other community benefit programs, such as those supporting disadvantaged populations, and comply with CPUC regulations regarding NEMA/NEMAG accounts.

#### **Following the completion of the 2018 Cash-Out process:**

- Implement a cap of \$5,000 to the Cash-Out provision
- Remove credits accrued beyond \$5,000 at the end of each April
- Staff shall determine an exception methodology for municipal agencies which may otherwise be eligible for RES-BCT to not be impacted by the NEM Cap

#### **Effective immediately:**

- Exclude NEMA/NEMAG accounts from MCE Cash-Out eligibility
- During annual Cash-Out period, allow NEM customers that have accrued between \$100-\$5,000 the option of donating credits to MCE’s low-income solar rooftop fund

#### **Fiscal Impact:**

There would be no cost to the Fiscal Year 2017-18 budget. The cap and voluntary option to donate credits would result in additional funds being available in Fiscal Year 2018-19 for low-income solar rooftop programs and other programs for disadvantaged customers.

**Recommendation:** Approve proposed adjustments to the Electric Schedule NEM – Net Energy Metering Service.

<sup>1</sup> Aggregated NEM (NEMA) refers to a single customer with multiple meters on the same property, or on adjacent or contiguous properties.



## ELECTRIC SCHEDULE NEM - NET ENERGY METERING SERVICE

**APPLICABILITY:** This net energy metering (NEM) schedule is applicable to a customer who uses an eligible Renewable Electrical Generation Facility, as defined in PG&E’s Electric Schedule NEM (<http://www.pge.com/tariffs/ERS.SHTML#ERS>), within the capacity limits described in PG&E’s Electric Schedule NEM that is located on the customer’s owned, leased, or rented premises, is interconnected and operates in parallel with PG&E’s transmission and distribution systems, and is intended primarily to offset part or all of the customer’s own electrical requirements (hereinafter “eligible customer-generator” or “customer”).

This rate schedule is available on a first-come, first-served basis to customers that provide PG&E with a completed PG&E NEM Application and comply with all PG&E NEM requirements as described in PG&E Electric Schedule NEM. This includes customers served by NEMV (Virtual Net Energy Metering), NEMVMASH (Virtual Net Energy Metering for Multifamily Affordable Housing), NEMA (NEM Aggregation) and Multiple Tariff facilities as described by PG&E Electric Schedule NEM.

**TERRITORY:** The entire MCE service area.

**RATES:** All rates charged under this schedule will be in accordance with the eligible customer-generator’s otherwise-applicable MCE rate schedule (OAS). An eligible customer-generator served under this schedule is responsible for all charges from its OAS including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges, and all other charges owed to MCE or PG&E. Charges for energy (kWh) supplied by MCE, will be based on the net metered usage in accordance with this tariff.

**BILLING:** Customers with NEM service will be billed as follows:

a) For a customer with Non-Time of Use (TOU) Rates:

Any net consumption or production shall be valued monthly as follows:

If the eligible customer-generator is a “Net Consumer,” having overall positive usage over a billing cycle, the eligible customer-generator will be billed in accordance with the eligible customer-generator’s OAS.

If the eligible customer-generator is a “Net Generator,” having overall negative usage over a billing cycle, any net energy production shall be valued at the OAS plus the currently applicable Deep Green Option Energy Charge. The calculated value of any net energy production shall be credited to MCE customers as described in Section (c).

b) For a customer with TOU Rates:

If the eligible customer-generator is a Net Consumer (as defined above) during any discrete TOU period, the net kWh consumed during such period shall be billed in accordance with applicable TOU period-specific rates/charges, as described in the eligible customer-generator's OAS.

If the eligible customer-generator is a Net Generator (as defined above) during any discrete TOU period, the net kWh produced during such period shall be valued in consideration of the applicable TOU period-specific rates/charges, as described in the eligible customer-generator's OAS, plus the Deep Green Option Energy Charge. The calculated value of any net energy production during a specific TOU period shall be credited to MCE customers as described in Section (c).

c) Monthly Settlement of MCE Charges/Credits:

NEM customers will receive a statement in their monthly PG&E bills indicating any accrued charges for their usage during the current billing cycle. Customers who have accrued credits during previous billing cycles will see these credits applied against current charges. Any remaining balance is due and must be paid during each monthly billing cycle.

When a customer's net energy production results in a net bill credit over a billing cycle, the value of any net energy production during the billing cycle shall be noted on the customer's bill and carried over as a bill credit for use in subsequent billing period(s).

d) MCE Annual Cash-Out:

During the April billing cycle of each year, all current MCE NEM customers with a credit balance of more than \$100 will be offered a direct payment by check for this balance, or may choose to donate their credit balance to MCE's low-income solar rooftop fund. The maximum eligible amount that can be cashed out is \$5,000.

Any credit balance will be determined as of the final date of the customer's March-April billing cycle. Any credit beyond the \$5,000 limit will be removed from the NEM account balance following this billing cycle. Customers who participate in the MCE Cash-Out or donation process will have an equivalent credit removed from their NEM account balance at the time of check issuance. In the event that customers do not elect to receive a check or donate their accrued NEM credits, such credits will continue to be tracked by MCE and will remain on the customer's account for future use (i.e., reduction of future MCE charges).

Customers who close their electric account through PG&E or move outside of the MCE service area prior to the April billing cycle of each year are also eligible for the annual MCE Cash-Out process. Such Cash-Outs are still subject to the \$5,000 cap, and any additional credit balance will be removed from the account upon Cash-Out.

e) Return to PG&E Bundled Service:

MCE customers with NEM service may opt out and return to PG&E bundled service at any time. Customers should be advised that PG&E will perform a true-up of their account at the time of return to PG&E bundled service, and that PG&E's standard terms for transitional rates apply to

customer returns with less than a six-month advance notice if they have been an MCE customer for 60 days or more.

If an MCE NEM customer opts-out of the MCE program and returns to bundled service, that customer may request to cash-out any remaining generation credits on the account, not to exceed \$5,000, provided that the request is received within 90 calendar days of the return to PG&E service.

f) Customers with Local Sol Service:

If the eligible customer-generator is served by MCE's Local Sol program, all usage and generation shall be billed at the customer's applicable Local Sol rate. The billing and rate descriptions in sections (a) and (b) shall not apply.

Local Sol customers are not eligible for MCE's Annual Cash-Out provisions described in section (d). Excess credit balances during each Annual Cash-Out will automatically be carried over into the next annual period and will not be available for direct payment. Local Sol customers who close their electric account or who move outside of the PG&E service area are not eligible for the MCE Cash-Out process.

In the event that a Local Sol customer returns to Light Green or Deep Green service, any credit balance accrued under the Local Sol tariff will remain ineligible for the MCE Cash-Out process.

g) PG&E NEM Services:

MCE NEM customers are subject to the conditions and billing procedures of PG&E for their non-generation services, as described in PG&E's Electric Schedule NEM and related PG&E tariff options addressing NEM service. Customers should be advised that while MCE settles out balances for generation on a monthly basis, PG&E will continue to assess charges for delivery, transmission and other services. Most NEM customers will receive an annual true-up from PG&E for these non-generation services.

Customers are encouraged to review PG&E's most up-to-date NEM tariffs, which are available from PG&E.

h) Aggregated NEM

Per the California Public Utilities Commission Section 2827(h)(4)(B), aggregated NEM customers are "permanently ineligible to receive net surplus electricity compensation." Therefore, any excess accrued credits over the course of a year under an aggregated NEM account are ineligible for MCE's annual Cash-Out as in section (d). All other NEM rules apply to aggregated NEM accounts.