



**Marin Clean Energy  
Executive Committee Meeting  
Wednesday, September 2, 2015  
10:30 A.M.**

Kathrin Sears, Chair  
County of Marin

Tom Butt, Vice Chair  
City of Richmond

Bob McCaskill  
City of Belvedere

Alan Schwartzman  
City of Benicia

Sloan C. Bailey  
Town of Corte Madera

Greg Lyman  
City of El Cerrito

Barbara Coler  
Town of Fairfax

Kevin Haroff  
City of Larkspur

Garry Lion  
City of Mill Valley

Brad Wagenknecht  
County of Napa

Denise Athas  
City of Novato

Carla Small  
Town of Ross

Ford Greene  
Town of San Anselmo

Genoveva Calloway  
City of San Pablo

Andrew McCullough  
City of San Rafael

Ray Withy  
City of Sausalito

Emmett O'Donnell  
Town of Tiburon

1125 Tamalpais Avenue  
San Rafael, CA 94901

1 (888) 632-3674  
[mceCleanEnergy.org](http://mceCleanEnergy.org)

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

**Agenda Page 1 of 1**

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Approval of 8.5.15 Meeting Minutes (Discussion/Action)
5. MCE Integrated Resource Plan Scenarios (Discussion/Action)
6. New Community Inclusion (Discussion/Action)
7. MCE Finance Discussions Update (Discussion)
8. Review Draft 9.17.15 Board Retreat Agenda (Discussion)
9. Member & Staff Matters (Discussion)
10. Adjourn



Agenda material can be inspected at 1125 Tamalpais Avenue, San Rafael, CA 94901 on the Mission Avenue side of the building. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at [djackson@mceCleanEnergy.org](mailto:djackson@mceCleanEnergy.org) not less than four work days in advance of the event.

**MARIN CLEAN ENERGY  
EXECUTIVE COMMITTEE MEETING  
Wednesday, August 5, 2015  
10:00 A.M.**

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

**Roll Call**

**Present:** Kate Sears, County of Marin  
Tom Butt, City of Richmond  
Kevin Haroff, City of Larkspur  
Ford Greene, Town of San Anselmo

**Absent:** Bob McCaskill, City of Belvedere  
Sloan Bailey, Town of Corte Madera  
Denise Athas, City of Novato

**Staff:** Dawn Weisz, Chief Executive Officer  
Katie Gaier, Human Resources Coordinator  
Beckie Menten, Energy Efficiency Director  
Shalini Swaroop, Regulatory and Legislative Counsel  
Jeremy Waen, Senior Regulatory Analyst

**Action Taken:**

**Agenda Item #4 – Approval of 7.1.15 Meeting Minutes (Discussion/Action)**

**M/s Sears/Haroff (passed 4-0) the approval of 7.1.15 Meeting Minutes. Director Athas, Bailey and McCaskill were absent.**

**Agenda Item #5 – Approval of New Staff Positions – Energy Efficiency Program Manager and Finance and Project Manager (Discussion/Action)**

**M/s Sears/Greene (passed 4-0) the approval of new staff positions – Energy Efficiency Program Manager and Finance Project Manager. Directors Athas, Bailey and McCaskill were absent.**

**Agenda Item #6 – Approval of the Energy Efficiency 2016 Program Implementation Plans (Discussion/Action)**

**M/S Sears/Greene (passed 4-0) the approval of the Energy Efficiency 2016 Program Implementation Plans. Directors Athas, Bailey and McCaskill were absent.**

**Agenda Item #7 – Approval of Agreement with River City Bank for Power Supply Collateral (Discussion/Action)**

**M/s Sears/Greene (passed 4) – the approval of Agreement with River City Bank for Power Supply Collateral. Directors Athas, Bailey and McCaskill were absent.**

**Agenda Item #8 – Authorization to File Petition for Rulemaking with the California Public Utilities Commission regarding Power Charge Indifference Adjustment (PCIA) Charges to Customers (Discussion/Action)**

**M/s Sears/Greene (passed 4-0) – the approval to File Petition for Rulemaking with the California Public Utilities Commission regarding Power Charge Indifference Adjustment (PCIA) Charges to Customers. Directors Athas, Bailey and McCaskill were absent.**

**Agenda Item #9 – First Agreement with Community Media Center of Marin (Discussion/Action)**

**M/s Sears/Greene (passed 4-0) the approval of First Agreement with Community Media Center of Marin. Directors Athas, Bailey and McCaskill were absent.**

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Tom Butt, Executive Committee Chair

ATTEST:

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Dawn Weisz, Chief Executive Officer



**--REVISED DRAFT--**

**POLICY NO. 007 – NEW CUSTOMER COMMUNITIES (rev. 8/24)**

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

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

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

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

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

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

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

In consideration of the above:

- MCE may allow access to service in new communities through two channels, affiliate membership or special-consideration membership, as applicable; and

- For a new community where the County and multiple cities are members, the County representative on the MCE Board of Directors shall serve as proxy in voting on behalf of city or town jurisdictions and the County representative vote will be weighted in accordance with the combined customer load of County and any participating cities and towns.  
-or-
- New participating Counties will have the ability to appoint one County representative, and new participating cities will have the ability to appoint one shared representative per county, to the MCE Board of Directors. Any shared city representative vote will be weighted based on the combined customer load of all participating cities within the county border.  
-or-
- After Board size is more than 20 members Executive Committee will serve as primary body for primary decisions and Board will meet no less than annually to appoint officers. Executive Committee will consist of no less than one representative from each participating County and one city/town representative from each participating county. Weighted voting will apply in the executive Committee with each City/town representative vote according to the combined customer load of all participating cities within the county border.

Affiliate membership considered if:

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

Special-consideration membership considered if:

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



**--REVISED DRAFT--**

## **MCE Affiliate Membership Process (rev. 8/24)**

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

Step 2: Staff evaluates request timing to determine if internal resources are available to consider request, and to ensure no impact to core agency functions.

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

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

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

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

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

Step 7: MCE submits updated Implementation Plan to CPUC.

### Membership Criteria:

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

**--DRAFT--**

**MCE Membership Application Checklist  
September 17, 2015**

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



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Cancelling Revised  
Original

Cal. P.U.C. Sheet No. 31432-E  
Cal. P.U.C. Sheet No. 23061-E

**Electric Sample Form No. 79-1030**  
Declaration by Mayor or Chief County Administrator Regarding Investigation Pursuit  
or Implementation of Community Choice Aggrega

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4009-E  
Decision No.

Issued by  
**Brian K. Cherry**  
Vice President  
Regulation and Rates

Date Filed March 5, 2012  
Effective December 20, 2012  
Resolution No. E-4523





## DECLARATION BY MAYOR OR CHIEF COUNTY ADMINISTRATOR REGARDING INVESTIGATION, PURSUIT OR IMPLEMENTATION OF COMMUNITY CHOICE AGGREGATION

I, \_\_\_\_\_ [name], state as follows:

1. I am the mayor, chief county administrator, or chief executive officer of \_\_\_\_\_  
\_\_\_\_\_ [name of city, county, or public agency].

2. I am authorized to make this declaration on behalf of \_\_\_\_\_  
\_\_\_\_\_ [check appropriate box]

- a city, or
- a county, or
- an eligible public agency

which is investigating, pursuing or implementing community choice aggregation as a community choice aggregator as defined by Section 331.1 of the California Public Utilities Code ("CCA" or "Potential CCA").

3. I understand that all of the confidential information provided by PG&E to the city, county, or public agency indicated above is subject to the terms and conditions of the Nondisclosure Agreement between these two entities and is provided for the sole purpose of enabling the city, county or public agency to investigate, pursue or implement community choice aggregation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ [city, state].

\_\_\_\_\_  
[Signature]



**Pacific Gas and Electric Company**  
San Francisco, California  
U 39

Revised  
Cancelling Revised

Cal. P.U.C. Sheet No.  
Cal. P.U.C. Sheet No.

32646-E\*  
32235-E

**Electric Sample Form No. 79-1031**  
Community Choice Aggregator Non-Disclosure Agreement

**Please Refer to Attached  
Sample Form**

Advice Letter No: 4221-E  
Decision No. 12-11-015  
D.12-08-045, D.11-07-056  
1C7

Issued by  
**Brian K. Cherry**  
Vice President  
Regulatory Relations

Date Filed May 2, 2013  
Effective May 2, 2013  
Resolution No. \_\_\_\_\_



## COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into by and between Pacific Gas and Electric Company (“Utility”) and \_\_\_\_\_ [name] \_\_\_\_\_, a \_\_\_\_\_ [describe political entity] \_\_\_\_\_ (“CCA”) as of \_\_\_\_\_ (“Effective Date”). This Agreement is executed pursuant to California Public Utilities Commission (“CPUC”) Order Instituted Rulemaking (“OIR”) 03-10-003, California Public Utilities Code (“PU Code”) Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a “Party” and collectively as “Parties.”

The CPUC has determined that CCA/Community may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) (“E-CCAINFO”) as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility’s confidential customer information to CCA/Community (“Disclosure Provisions”) under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility (“Utility Customers”) may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:
  - (a) CCA represents and warrants that, pursuant to PU Code Section 331.1,
    - (1) it is either (i) a city, county, or other entity as defined in PU Code Section 331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section 331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and
    - (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;



## COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

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- (b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;
  - (c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and
  - (d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursuing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1, and that any other use of the information may permit Utility to suspend providing further information hereunder.
  - (e) CCA represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency purposes without the customer's prior consent to that use.
2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Balanced Payment Plan and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.



## COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

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3. Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.
  
4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1 as permitted under this Agreement and the Disclosure Provisions.
  
5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a “need to know” such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the “Non-Disclosure Agreement for CCA Employees or Representatives” form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith (“Disclosure List”). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.



## COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

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6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.
7. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.
8. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.
9. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
10. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.
11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent



# COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

may be withheld due to the confidential nature of the information, data and materials covered.

- 12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.
- 13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.
- 14. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

## PACIFIC GAS AND ELECTRIC COMPANY

\_\_\_\_\_  
(Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



# COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

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## EXHIBIT A NON-DISCLOSURE AGREEMENT FOR CCA EMPLOYEES OR REPRESENTATIVES

I, \_\_\_\_\_, declare under penalty of perjury that

(1) I am employed as \_\_\_\_\_ (title) at \_\_\_\_\_  
\_\_\_\_\_ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein) and I agree to be bound by its provisions.

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Dated: \_\_\_\_\_



ORDINANCE NO. **XXX**

ORDINANCE OF THE CITY/TOWN COUNCIL OF \_\_\_\_\_ APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

The City/Town Council of the City/Town of \_\_\_\_\_ ordains as follows:

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

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

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

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

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

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

SECTION 7. This ordinance shall take effect and be in force 30 days after its adoption **subject to approval by Resolution of the MCE Board of Directors**, and, before the expiration of 30 days after its passage, a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the same in the \_\_\_\_\_, a newspaper of general circulation published in the \_\_\_\_\_.

The foregoing ordinance was introduced at a meeting of the City/Town Council of the City/Town of \_\_\_\_\_ held on **Date**, and adopted at a meeting held on **Date**, by the following vote:

AYES: Councilmember  
NOES: Councilmember  
ABSENT: Councilmember

/s/ \_\_\_\_\_  
**XXX**, Mayor

/s/ \_\_\_\_\_  
**XXX**, City Clerk



--DRAFT--

Kathrin Sears, Chair  
County of Marin

September 25, 2015

Tom Butt, Vice Chair  
City of Richmond

Dear [City/Town] Manager:

Bob McCaskill  
City of Belvedere

We are in receipt of your letter, dated \_\_\_\_, expressing interest in exploring membership in MCE. We are happy to consider your request and our Board has recently discussed next steps for new communities interested in being included in MCE service territory. Because your [city/town] is within a County already served by MCE we are pleased to inform you that our Board has approved a six-month invitation period that would allow membership consideration at no cost to your city if your completed membership application is submitted on or before March 31, 2016.

Alan Schwartzman  
City of Benicia

Sloan C. Bailey  
Town of Corte Madera

Greg Lyman  
City of El Cerrito

Membership requirements include the following:

Barbara Coler  
Town of Fairfax

- Adoption of the ordinance required by the Public Utilities Code Section 366.2(c) (10).
- Executed Memorandum of Understanding
- Signed request for load data from PG&E
- Designation of a staff person from your [city/town] to serve as a liaison to MCE

Kevin Haroff  
City of Larkspur

Garry Lion  
City of Mill Valley

Brad Wagenknecht  
County of Napa

If you are interested in submitting a membership application, please respond and we will send you an application package. This package will include template documents for the items that will need to be submitted.

Denise Athas  
City of Novato

Carla Small  
Town of Ross

Please note that (1) adoption of your Ordinance to join MCE will be subject to approval by the MCE Board, and (2) MCE will conduct an economic feasibility analysis prior to approving membership. Also, timing of procurement and customer enrollment if approved would be determined by the MCE Board.

Ford Greene  
Town of San Anselmo

Genoveva Calloway  
City of San Pablo

Andrew McCullough  
City of San Rafael

[To streamline communications and policy setting, all participating cities and towns in your county will have the opportunity to select one representative and one alternate from their councils to serve on the MCE Board.] The selected representative will have a weighted vote based on the combined customer load of all participating cities and towns in the County.

Ray Withy  
City of Sausalito

Emmett O'Donnell  
Town of Tiburon

We are happy to meet with you or your council to answer questions or provide additional information. We look forward to the opportunity to

Marin Clean Energy  
1125 Tamalpais Avenue  
San Rafael, CA 94901  
1 (888) 632-3674  
[mceCleanEnergy.org](http://mceCleanEnergy.org)

work with you on your membership request for MCE service. Let me know if we can be of any further assistance.

Sincerely,



**DRAFT**  
**Marin Clean Energy**  
**Special Meeting**  
**Thursday, September 17, 2015**  
**9:00 A.M.**

Kathrin Sears, Chair  
 County of Marin

Tom Butt, Vice Chair  
 City of Richmond

Bob McCaskill  
 City of Belvedere

Alan Schwartzman  
 City of Benicia

Sloan C. Bailey  
 Town of Corte Madera

Greg Lyman  
 City of El Cerrito

Barbara Coler  
 Town of Fairfax

Kevin Haroff  
 City of Larkspur

Garry Lion  
 City of Mill Valley

Brad Wagenknecht  
 County of Napa

Denise Athas  
 City of Novato

Carla Small  
 Town of Ross

Ford Greene  
 Town of San Anselmo

Genoveva Calloway  
 City of San Pablo

Andrew McCullough  
 City of San Rafael

Ray Withy  
 City of Sausalito

Emmett O'Donnell  
 Town of Tiburon

**Marin Art and Garden Center**  
**30 Sir Francis Drake Blvd.**  
**Ross, CA 94957**

**Agenda Page 1 of 2**

Sloan C. Bailey Town of Corte Madera	9:00	Welcome and 2015 Highlights
Greg Lyman City of El Cerrito	9:10	Progress Towards 2015 Goals
Barbara Coler Town of Fairfax	9:30	MCE Strategic Goals for 2016 (Discussion) A. Procurement B. Public Affairs C. Regulatory
Brad Wagenknecht County of Napa	10:40	Break
Denise Athas City of Novato	10:50	New Community Inclusion (Discussion)
Carla Small Town of Ross	12:00	Lunch
Ford Greene Town of San Anselmo	1:00	Reserve for Board Business A. Public Open Time B. Consent Calendar C. MCE Power Content Label and Attestation
Ray Withy City of Sausalito	2:00	Emerging Technology and Innovative Programs A. Schneider Electric Load Control B. City of Benicia: Grey Water

1125 Tamalpais Avenue  
 San Rafael, CA 94901

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**DRAFT**  
**Marin Clean Energy**  
**Special Meeting**  
**Thursday, September 17, 2015**  
**9:00 A.M.**

**Marin Art and Garden Center**  
**30 Sir Francis Drake Blvd.**  
**Ross, CA 94957**

**Agenda Page 2 of 2**

**C. Central Marin Sanitary? / Richmond Tree  
giveaway?**

Kathrin Sears, Chair  
County of Marin

Tom Butt, Vice Chair  
City of Richmond

Bob McCaskill  
City of Belvedere

Alan Schwartzman  
City of Benicia

Sloan C. Bailey  
Town of Corte Madera

Greg Lyman  
City of El Cerrito

3:00

Wrap up incomplete/unfinished items

Barbara Coler  
Town of Fairfax

4:00

Adjourn

Kevin Haroff  
City of Larkspur

Garry Lion  
City of Mill Valley

Brad Wagenknecht  
County of Napa

Denise Athas  
City of Novato

Carla Small  
Town of Ross

Ford Greene  
Town of San Anselmo

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