

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

**Board of Directors Meeting  
Thursday, November 16, 2023  
7:00 P.M.**

MCE Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901  
MCE Mt. Diablo Room, 2300 Clayton Road, Suite 1150, Concord, CA 94920  
City of Napa, City Hall Committee Room, 955 School Street, Napa, CA 94559  
Office of Gabe Paulson, 75 Diane Lane, Larkspur, CA 94939  
The American Hotel Atlanta Downtown, 160 Ted Turner Drive, NW, Atlanta, GA 30303 (City of El Cerrito)  
Waikki Malia, 2211 Kuhio Avenue, Honolulu, HI 96815 (City of Fairfield)  
Town of Moraga, Pear Conference Room, 335 Rheem Boulevard, Moraga, CA 94556

Members of the public who wish to observe the meeting and/or offer public comment may do so telephonically via the following teleconference call-in number and meeting ID:

For Viewing Access Join Zoom Meeting:  
<https://us02web.zoom.us/j/86784992940?pwd=SDF1NUpjZWZVRy9BRnBTSFJYcXZpUT09>

Dial: (669) 900-9128  
Meeting ID: 867 8499 2940  
Passcode: 314955

**Agenda Page 1 of 2**

1. Roll Call/Quorum
2. Board Announcements (Discussion)
3. Public Open Time (Discussion)
4. Report from Chief Executive Officer (Discussion)
5. Consent Calendar (Discussion/Action)
  - C.1 Approval of 10.19.23 Meeting Minutes
  - C.2 Approved Contracts for Energy Update
6. Guest Presentation from Wellhead Power Exchange, LLC (Discussion)

## Agenda Page 2 of 2

7. City of Hercules Membership Analysis and Resolution No. 2023-12 Approving Hercules as a Member of MCE (Discussion/Action)
8. Informational Update: Community Power Coalition (Discussion)
9. Informational Update: Customer Savings and Discount Programs (Discussion)
10. Resolution No. 2023-13 Establishing the Date, Time, and Location of Regular Board Meetings (Discussion/Action)
11. Board Matters & Staff Matters (Discussion)
12. Adjourn

*The Board may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the items are described.*

DISABLED ACCOMMODATION: If you are a person with a disability which requires an accommodation or an alternative format, please call MCE at 1 (888) 632-3674 at least 72 hours before the meeting start time to ensure arrangements for accommodation.

**DRAFT**

**MCE BOARD MEETING MINUTES**

**Friday, October 19, 2023**

**7:00 P.M.**

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**Present:** Eli Beckman, Town of Corte Madera  
Barbara Coler, Town of Fairfax  
Cindy Darling, City of Walnut Creek  
Alexis Fineman, Town of San Anselmo  
David Fong, Town of Danville  
Ryan Gregory, The County of Napa and Four Napa Cities  
Maika Llorens Gulati, City of San Rafael  
Kerry Hillis, Town of Moraga  
Eduardo Martinez, City of Richmond  
Aaron Meadows, City of Oakley  
Devin Murphy, City of Pinole  
Laura Nakamura, Alternate, City of Concord  
Max Perrey, City of Mill Valley  
Beth Painter, City of Napa  
Gabe Paulson, City of Larkspur  
Charles Palmares, City of Vallejo  
Scott Perkins, City of San Ramon  
Gabriel Quinto, City of El Cerrito  
Katie Rice, County of Marin  
Matt Rinn, City of Pleasant Hill  
Shanelle Scales-Preston, City of Pittsburg  
Holli Thier, Town of Tiburon  
Sally Wilkinson, City of Belvedere  
K. Patrice Williams, City of Fairfield

**Absent:** Kari Birdseye, City of Benicia  
Gina Dawson, City of Lafayette  
John Gioia, Contra Costa County  
Janelle Kellman, City of Sausalito  
C. William Kircher, Town of Ross  
Patricia Ponce, City of San Pablo  
John Vasquez, County of Solano  
Susan Wernick, City of Novato  
Brianne Zorn, City of Martinez

**Staff  
& Others:** Jessica Brooks, Board Clerk  
Darlene Jackson, Lead Board Clerk  
Alice Havenar-Daughton, VP of Customer Programs introduced  
Vicken Kasarjian, COO  
Tanya Lomas, Internal Operations Coordinator  
Alexandra McGee, Director of Strategic Initiatives,

**DRAFT**

Lillian Mirviss, Senior Legislative Manager  
Catalina Murphy, General Counsel  
Ashley Muth, Internal Operations Coordinator  
Justine Parmelee, Director of Internal Operations  
David Potovsky, Manager of Power Resources  
Garth Salisbury, Chief Financial Officer & Treasurer  
Enyonam Senyo-Mensah, Office Manager  
Jamie Tuckey, Chief of Staff  
Dawn Weisz, CEO

**1. Roll Call**

Chair Scales-Preston called the regular meeting to order at 7:09 p.m. with quorum established by roll call.

**2. Board Announcements (Discussion)**

There were none.

**3. Public Open Time (Discussion)**

Chair Scales-Preston opened the public comment period and there were no comments.

**4. Report from Chief Executive Officer (Discussion)**

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

Chair Scales-Preston opened the public comment period and there were no comments.

**5. Consent Calendar (Discussion/Action)**

- C.1 Approval of 8.17.23 Meeting Minutes
- C.2 Approval of 9.29.23 MCE Special Meeting Minutes
- C.3 Approved Contracts for Energy Update

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Darling/Perkins) to **approve Consent Calendar items C.1-C.3.** Motion carried by unanimous roll call vote. (Absent: Directors Birdseye,

**6. Proposed Amended and Restated MCE Policy No. 003 Records Retention (Discussion/Action)**

Catalina Murphy, General Counsel, introduced this item and addressed questions from Board members.



**DRAFT**

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Meadows/Thier) to **approve Proposed Amended and Restated MCE Policy No. 003 – Records Retention**. Motion carried by **unanimous roll call vote**. (Absent: Directors Birdseye, Dawson, Gioia, Kellman, Kircher, Ponce, Vasquez, Wernick, and Zorn).

**7. Proposed Resolution 2023-10: Authorizing the Execution and Delivery of a Clean Energy Purchase Contract and Certain Other Documents in Connection with the Issuance of the California Community Choice Financing Authority Clean Energy Project Revenue Bonds; and Certain Other Actions Required to Ensure the Reduction in the Costs of Renewable Energy Therewith (Discussion/Action)**

Garth Salisbury, Chief Financial Officer & Treasurer, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Perkins/Quinto) to **approve Resolution 2023-10: Authorizing the Execution and Delivery of a Clean Energy Purchase Contract and Certain Other Documents in Connection with the Issuance of the California Community Choice Financing Authority Clean Energy Project Revenue Bonds; and Certain Other Actions Required to Ensure the Reduction in the Costs of Renewable Energy Therewith**. Motion carried by **roll call vote**. (No: Wilkinson, Abstained: Thier, Absent: Directors Birdseye, Dawson, Gioia, Kellman, Kircher, Ponce, Vasquez, Wernick, and Zorn).

**8. Energy Storage Agreement with Corby Energy Storage, LLC (Discussion/Action)**

David Potovsky, Manager of Power Resources, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Coler/Gulati) to **authorize execution of the Energy Storage Agreement with Corby Energy Storage, LLC. for the purchase of all resources associated with the project including energy, RA, and Ancillary Services**. Motion carried by **unanimous roll call vote**. (Absent: Directors Birdseye, Dawson, Gioia, Kellman, Kircher, Ponce, Vasquez, Wernick, and Zorn).

**9. Energy Storage Agreement with Key Energy Storage, LLC (Discussion/Action)**

**DRAFT**

David Potovsky, Manager of Power Resources, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Thier/Perkins) to **authorize execution of the Energy Storage Agreement with Key Energy Storage, LLC. for the purchase of all resources associated with the project including energy, RA and Ancillary Services.** Motion carried by unanimous roll call vote. (Absent: Directors Birdseye, Dawson, Gioia, Kellman, Kircher, Ponce, Vasquez, Wernick, and Zorn).

**10. MCE Climate Action Leadership Award (Discussion)**

Lillian Mirviss, Senior Legislative Manager, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

Action: No action required.

**11. Proposed Resolution No. 2023-11 Accepting Award number DE-EE0010626 "Charged by Public Power - Community Voices & Community Choice" from the U.S. Department of Energy (Discussion/Action)**

Alexandra McGee, Director of Strategic Initiatives, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

Action: It was M/S/C (Gulati/Nakamura) to **approve Proposed Resolution No. 2023-11 Accepting Award number DE-EE0010626 "Charged by Public Power - Community Voices & Community Choice" from the U.S. Department of Energy.** Motion carried by unanimous roll call vote. (Absent: Directors Birdseye, Dawson, Gioia, Kellman, Kircher, Paulson, Ponce, Vasquez, Wernick, and Zorn).

**12. Report on MCE FY2022/23 Financial Audit (Discussion)**

Garth Salisbury, Chief Financial Officer & Treasurer, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

**DRAFT**

Action: No action required.

**13. CCA Update on Bay Area Air Quality Management District Nitrogen Oxides Appliance Ban (Discussion)**

Alice Havenar-Daughton, VP of Customer Programs, introduced this item and addressed questions from Board members.

Chair Scales-Preston opened the public comment period and there were no comments.

Action: No action required.

**14. Adjournment**

Chair Scales-Preston adjourned the meeting at 9:57 p.m. to the next scheduled Board Meeting on November 16, 2023.

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Shanelle Scales-Preston, Chair

Attest:

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Dawn Weisz, Secretary



November 16, 2023

TO: MCE Board of Directors

FROM: Bill Pascoe, Senior Power Procurement Manager

RE: Approved Contracts for Energy Update (Agenda Item #05 C.2)

Dear Board Members:

**SUMMARY:**

This report summarizes contracts for energy procurement entered into by the Chief Executive Officer or her delegate and, if applicable, the Chair of the Technical Committee, since the last regular Board meeting in October. This summary is provided to your Board for information purposes only, and no action is needed.

Review of Procurement Authorities

In November 2020, your Board adopted Resolution 2020-04 which included the following provisions:

*The CEO and Technical Committee Chair, jointly, are hereby authorized, after consultation with the appropriate Committee of the Board of Directors, to approve and execute contracts for Energy Procurement for terms of less than or equal to five years. The CEO shall timely report to the Board of Directors all such executed contracts.*

*The CEO is authorized to approve and execute contracts for Energy Procurement for terms of less than or equal to 12 months, which the CEO shall timely report to the Board of Directors.*

The CEO is required to report all such contracts and agreements to the MCE Board of Directors on a regular basis.

<i>Item #</i>	<i>Month of Execution</i>	<i>Purpose</i>	<i>Average Annual Contract Amount</i>	<i>Contract Term</i>
1	October 2023	Purchase of Resource Adequacy	\$2,335,000	Under 1 Year
2	October 2023	Sale of Resource Adequacy	\$255,000	Under 1 Year
3	October 2023	Sale of Resource Adequacy	\$1,827,000	Under 1 Year
4	October 2023	Purchase of Resource Adequacy	\$1,932,000	Under 1 Year
5	October 2023	Purchase of Resource Adequacy	\$17,291,050	Under 1 Year
6	October 2023	Purchase of Resource Adequacy	\$3,600,000	Under 1 Year
7	October 2023	Purchase of Resource Adequacy	\$3,604,000	Under 1 Year

**Contract Approval Process:** Energy procurement is governed by MCE’s Energy Risk Management Policy as well as Board Resolutions 2020-04 and 2018-08. The Energy Risk Management Policy (Policy) has been developed to help ensure that MCE achieves its mission and adheres to its procurement policies established by the MCE Board of Directors (Board), power supply and related contract commitments, good utility practice, and all applicable laws and regulations. The Board Resolutions direct the CEO to sign energy contracts up to and including 12 months in length.

The evaluation of every new energy contract is based upon how to best fill MCE’s open position. Factors such as volume, notional value, type of product, price, term, collateral threshold and posting, and payment are all considered before execution of the agreement.

After evaluation and prior to finalizing any energy contract for execution, an approval matrix is implemented whereby the draft contract is routed to key support staff and consultants for review, input, and approval. Typically, contracts are routed for commercial, technical, legal, and financial approval, and are then typically routed through the Chief Operating Officer for approval prior to execution. The table below is an example of MCE staff and consultants who may be assigned to review and consider approval prior to the execution of a new energy contract or agreement.

<i>Review Owner</i>	<i>Review Category</i>
Vidhi Chawla (MCE, Interim Vice President of Power Resources)	Procurement/Commercial
John Dalessi (Pacific Energy)	Technical Review

Advisors)	
Steve Hall (Hall Energy Law)	Legal
Nathaniel Malcolm (MCE, Senior Policy Counsel)	Legal/CPUC Compliance
Garth Salisbury (MCE, Chief Financial Officer & Treasurer)	Credit/Financial
Vicken Kasarjian (MCE, Chief Operating Officer)	Executive

**Fiscal Impacts:** Expenses and revenue associated with these Contracts and Agreements that are expected to occur during FY 2023/24 are within the FY 2023/24 Operating Fund Budget. Expenses and revenue associated with future years will be incorporated into budget planning as appropriate.

**Recommendation:** Information only. No action required.

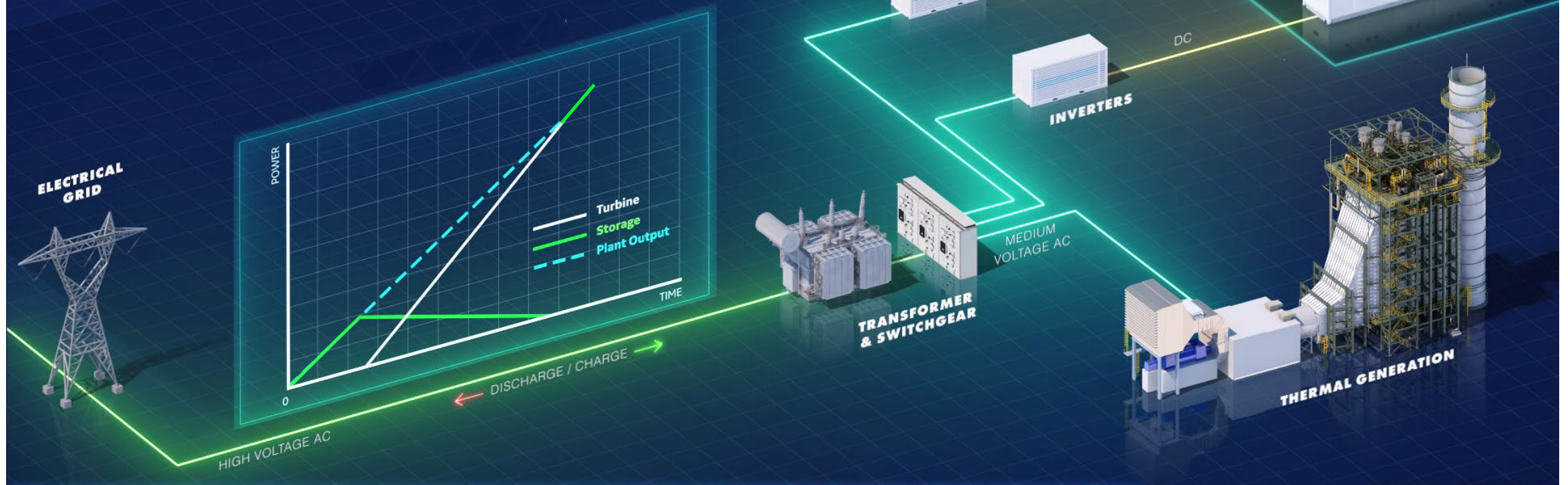
# Fresno Hybrid Electric Gas Turbine (EGT) November 2023





## Fresno EGT®

- 49 MW gas turbine with 16MW/16MWh battery storage
  - Infrastructure installed to get to enable up to 50MW/50MWh of Energy Storage
- Gas turbine was an existing gas-fired resource.





# The Hybrid Electric Gas Turbine (EGT®)

## Overview

- As with plug-in hybrid vehicles, modification to the engine and its controls must be made *before battery integration*
  - Engine must start/stop immediately, reliably, and at any speed to produce maximum efficiency and performance
- The EGT contains a modified gas turbine (GT) engine, GT controls, and Emission Reduction Unit.
  - This makes the existing GT 100% flexible except for the 2.5 minute it takes to physically start

### Standard GT

- *Minimum output = 50% of max power*
- *Minimum Down Time = 30 to 60 minutes*
- *Minimum Up Time = 30 to 60 minutes*

### 100% Flexible GT

- *Minimum Output = 0.00 MW*
- *Minimum Down Time = 0.00 minutes*
- *Minimum Up Time = 0.00 minutes*

- The inflexibility of the standard GT results in inefficient dispatch, wasted fuel, and unnecessary emissions

# Perfect Flexibility Value Example

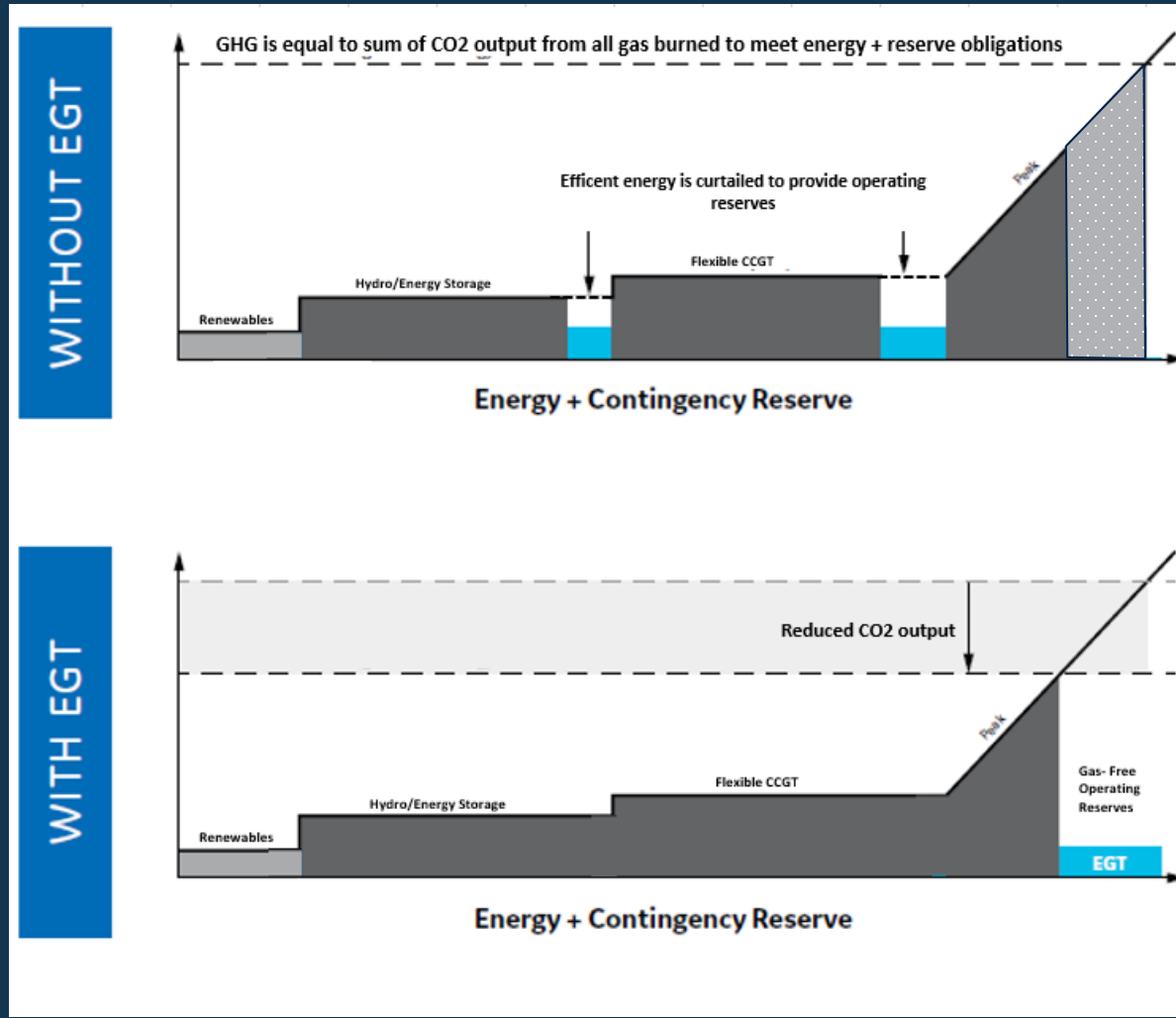
Traditional Peaker Response to real time volatility versus hybrid response

Peaker responds well but must be held on at its minimum load until the uncertainty that volatility will reoccur before it can be restarted if shutdown is gone AND its minimum run time has been met

Hybrid response follows the need precisely with no wasted fuel



# Hybrid EGT: Spinning Reserve Impact on CAISO Dispatch Stack



Total MW dispatched includes reserves that are immediately responsive to cover contingencies. These are known as spinning reserves.

Normally spinning reserves are made available by curtailing the output of generators that are already running.

The curtailed generation is then replaced by dispatching additional generation which results in additional GHG emissions.

The Hybrid EGT is immediately responsive without burning gas, therefore it can provide spinning reserves without additional energy dispatch.

It is estimated that the Fresno hybrid reduced system level GHG by 1,199 MT from April- September of 2023.

# Fresno Hybrid Performance to Date

All Operations	2022 Apr-Sep	2023 Apr-Sep	% Reduction
Total GT starts	77	15	81%
Total GT hours	394	20.9	95%
Total GT energy, kWh	9,871,340	374,330	96%
Total GT fuel, mmBTU	113,019.40	5,319.80	95%
CO emissions, lbs	817	60	93%
NOx emissions, lbs	937	139	85%
PM10 emissions, lbs	745.9	35.1	95%
Water usage, gal	560,400	26,400	95%
GHG emissions, metric tons	5,998.50	282.3	95%
Market Dispatch Operations	2022 Apr-Sep	2023 Apr-Sep	% Reduction
Dispatch GT starts	11	5	55%
Dispatch GT hours	52.7	9.2	83%
Dispatch GT energy, kWh	1,259,170	39,190	97%
Dispatch GT fuel, mmBTU	14,210.10	1,250.60	91%
CO emissions, lbs	103.1	14	86%
NOx emissions, lbs	117.6	68.7	42%
PM10 emissions, lbs	93.8	8.3	91%
Water usage, gal	70,500	6200	91%
GHG emissions, metric tons	754.2	66.4	91%

- 142,401 MWh (2814 hours) of spinning reserves were provided by the Fresno Hybrid to the CAISO market during this same period, which provides for a significant indirect reduction in GHG (estimated at 1,199MT) by allowing the more efficient generation to provide energy

## Wellhead Contacts

Brian Norris  
(816) 213-2519  
[bnorris@wellhead.com](mailto:bnorris@wellhead.com)

Grant McDaniel  
(530) 300-3562  
[gmcdaniel@wellhead.com](mailto:gmcdaniel@wellhead.com)



November 16, 2023

TO: MCE Board of Directors

FROM: Jenna Tenney, Manager of Communications and Community Engagement  
Alden Walden, Pacific Energy Advisors

RE: City of Hercules Membership Analysis and Resolution No. 2023-12 Approving Hercules as a Member of MCE (Agenda Item #07)

ATTACHMENTS: A. MCE Applicant Analysis Presentation  
B. Proposed Resolution 2023-12 Approving Hercules as a Member of MCE  
C. Proposed Amendment 16 to the MCE JPA Agreement  
D. Policy 007 – New Customer Communities  
E. Draft Addendum No. 9 to the MCE Implementation Plan and Statement of Intent to the CPUC  
F. Memorandum of Understanding between MCE and the City of Hercules Exploring Inclusion in MCE

Dear MCE Board of Directors:

**Summary:**

The City of Hercules has completed all requirements to formally request membership with MCE and staff has completed a quantitative analysis to assess the associated environmental and financial impacts. The analysis indicates a range of potential financial impacts on MCE dependent upon the cost of electricity in the market at the time of purchase, and a high likelihood of environmental benefits such as incremental increases in renewable energy deliveries and reductions in greenhouse gas emissions.

Should the Board approve membership, Hercules would be the 16<sup>th</sup> Contra Costa jurisdiction to join.

**Background:**

On January 1, 2023, MCE opened an “inclusion period” for interested jurisdictions in both Solano County and Contra Costa County to complete the steps required to join MCE as a member. The inclusion period was established to create efficiencies in workflow, achieve economies of scale, and streamline procurement procedures. Please see the following timeline outlining the City of Hercules’ request.

- January 24, 2023 – MCE staff met with Hercules city staff to share information about MCE
- March 14, 2023 – MCE staff gave an informational presentation to the Hercules City Council
- May 8, 2023 – Hercules City Council passed the first reading of the ordinance to request MCE membership with a 4-1 vote
- May 23, 2023 – Hercules City Council passed the second reading of the ordinance to request MCE membership with a 4-1 vote
- June 13, 2023 – City of Hercules staff provided MCE a copy of the executed ordinance signed by Hercules-Mayor Alexander Walker Griffin

On February 8, 2017, the California Public Utilities Commission (CPUC) passed Resolution E-4907, which delays the timeline by which a new member jurisdiction may begin service with a community choice aggregator. If the Board approves the City of Hercules as a new member, they would be eligible to begin MCE service in 2025. For service in 2025, Resolution E-4907 requires the submission of an Addendum to MCE's Implementation Plan and Statement of Intent by the end of 2023. Customers in Hercules would be eligible for enrollment starting January 1, 2025. Staff would likely recommend enrollment in April 2025, in alignment with the timing of previous new community enrollments.

#### **Hercules Data**

**Population:** Approximately 26,000

**Electric Accounts:** Approximately 10,000

**Load Increase:** Approximately 1.3% of MCE's retail sales

**Customer Base (Load):** 64% residential, 36% non-residential

**Customer Base (Accounts):** 94% residential, 6% non-residential

#### **Fiscal Impacts:**

Projected fiscal impacts to MCE range from negative to positive, driven by recent instability of market prices, as displayed in the table below. Fiscal impacts are expected to be limited due to the relatively small size of the Hercules customer base. Specific budgetary impacts would be reflected in FY 2025/26.

	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>FY 27-28</b>
Revenue (\$MM)	\$9.56	\$9.61	\$9.65
Operating Expenses (\$MM) <sup>1</sup>	\$8.4 - \$15.4	\$8.5 - \$15.6	\$8.7 - \$15.9
<b>Net Operating Margin (\$MM)</b>	<b>(\$5.9) - \$1.1</b>	<b>(\$6.0) - \$1.1</b>	<b>(\$6.3) - \$0.9</b>
Electricity Sales (MWh)	68,212	68,533	68,896
Avg. Margin (% of Revenue)	(61.5%) - 11.7%	(62.7%) - 11.0%	(63.1%) - 9.8%

<sup>1</sup> Range of operating expenses reflect power costs with sensitivity stressors applied to show an array of results that may be realized. Prior to MCE expansion, other implementation costs would be incurred. Such costs may be related to utility service fees (fees paid to PG&E for enrollment, billing, and account services), marketing and outreach, regulatory and legal representation, internal operations, and resource planning and procurement.

**Executive Committee Recommendation:**

On November 1, 2023 the Executive Committee of the MCE Board of Directors received a presentation on this item and voted to recommend the approval of the City of Hercules as a member of MCE's Joint Powers Authority to the full MCE Board of Directors.

**Recommendation:**

- Approve Resolution 2023-12 Approving the City of Hercules as a Member,
- Approve Amendment 16 to the MCE JPA Agreement<sup>2</sup>, and
- Direct staff to finalize draft Addendum No. 9 to the MCE Implementation Plan and Statement of Intent and authorize staff to present the final draft to the December 2023 Executive Committee for approval to submit to the CPUC<sup>3</sup>.

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<sup>2</sup> Pursuant to Section 8.4 of MCE's Joint Powers Agreement (JPA), amending the JPA to add a new member community requires a 67% affirmative vote of the full Board and an affirmative for of 67% of all Directors' corresponding voting shares; therefore, with MCE's current number of member communities, a minimum of 25 affirmative votes, as a combined voting share of at least 67% among those 25 votes, are required for JPA amendment approval.

<sup>3</sup> Consistent with the California Public Utilities Code Section 366.2 the final implementation plan must be presented for consideration and approval at a public meeting.





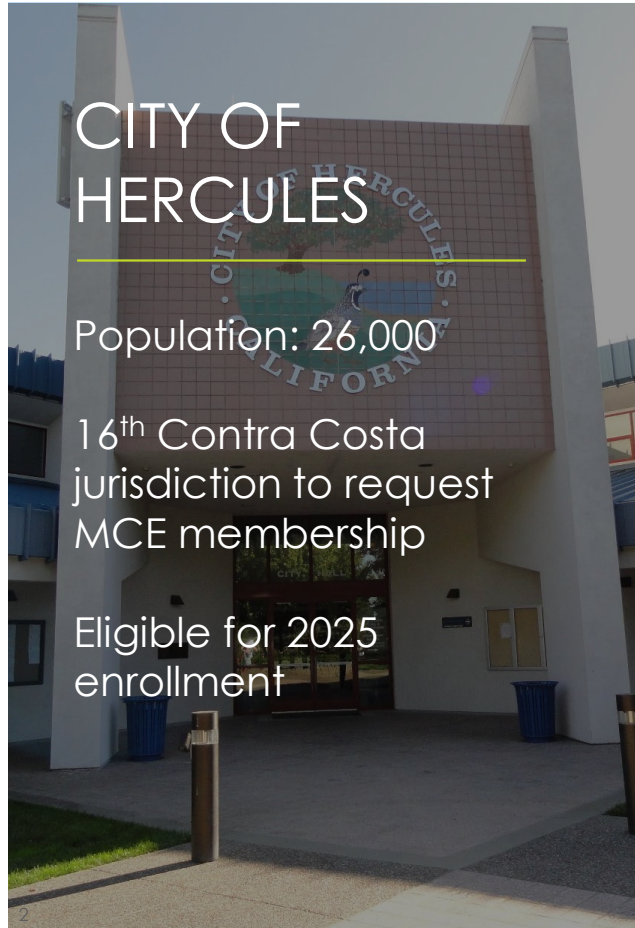
Empowering  
Our Clean  
Energy Future

CONTRA COSTA | MARIN | NAPA | SOLANO

# City of Hercules

## Membership Request and Analysis

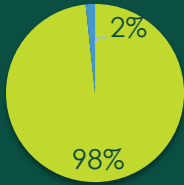
MCE Board of Directors | November 16, 2023



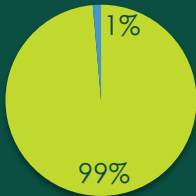
Jan 24, 2023	Informational meeting with Hercules & MCE staff
Mar 14, 2023	Presentation to City council
May 9, 2023	Hercules City Council passes first reading of the ordinance
May 23, 2023	Hercules City Council passes second reading of the ordinance
June 13, 2023	City of Hercules provides MCE with copy of executed ordinance signed by Hercules-Mayor Alexander Walker Griffin
Nov 1, 2023	Presentation of membership request & analysis to MCE's Executive Committee
Nov 16, 2023	Presentation of membership request & analysis to MCE's Board of Directors
Dec 31, 2023	Submission of amended Implementation Plan to the CPUC
Early 2024	Notification of Implementation Plan status by CPUC
Spring 2025	Hercules customer enrollment

# CUSTOMER OUTLOOK

## Customer Accounts



## Customer Load

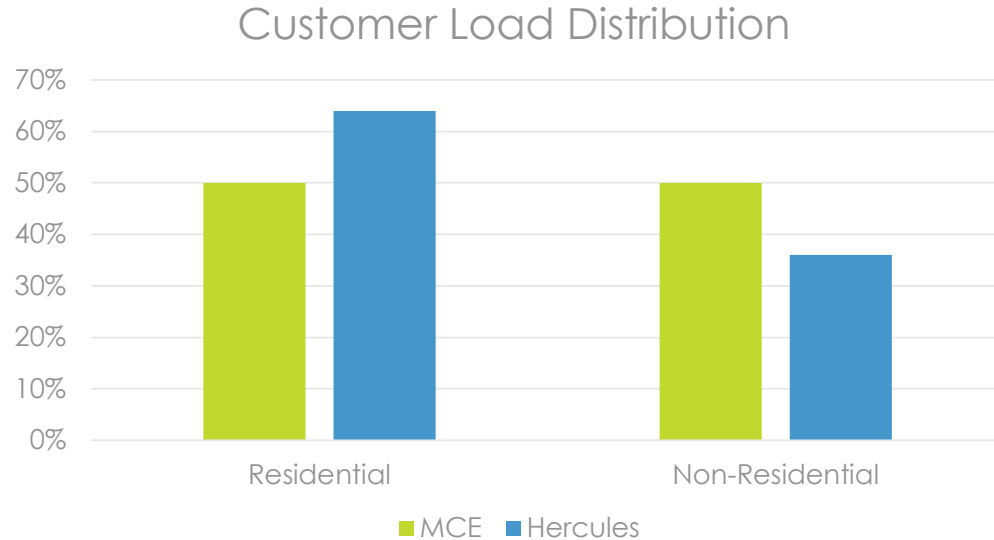


■ MCE ■ Hercules

Classification	Accounts	Annual Energy (MWh)	Average Usage (kWh/Mo.)
Residential	9,478	48,051	422
Commercial/Industrial	456	26,347	4,815
Street Lighting	126	1,204	796
Hercules Total	10,060	75,602	626
Peak Demand (MW)	15		
MCE Total	585,000	5,624,000	801
% of MCE	1.7%	1.3%	78%

Expansion to Hercules customers could represent an approximate 1.3% increase to MCE retail sales.

Eligible Hercules customers represent a proportionately larger residential sector and a smaller commercial sector compared to MCE's current member base.



## Customer Load Comparison



# Key Assumptions

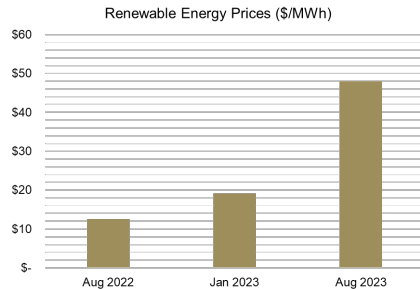
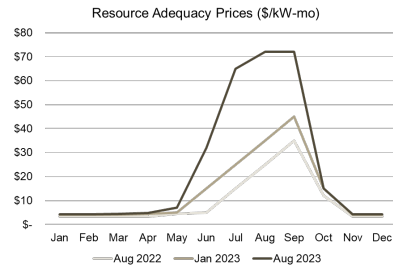
- **Start Date:** An April 2025 service commencement is reflected in the current expansion analysis; earliest possible enrollment date per CPUC rules is January 2025
- **Customers and Sales:** Forecast is based on historical PG&E data and assumes 90% customer participation with 100% of enrollment in Light Green
- **Revenues:** Based on current MCE rates for the enrollment year
- **Incremental Costs:** Include power supply valued at current market prices (per MCE portfolio specifications) with market price sensitivity stressors applied to determine a likely range of results that may be realized, as well as customer billing fees.
  - Other implementation costs would be incurred, such as utility service fees (fees paid to PG&E for enrollment, billing, and account services), marketing and outreach, regulatory and legal representation, internal operations, resource planning and procurement.



## ENVIRONMENTAL BENEFITS

- In the first full year (2026) following expansion, **MCE would supply up to 47,868 MWh of renewable energy** to participating customers within the City.
- Expansion would **increase sales of renewable energy within the City by 14,155 MWh per year**, relative to statewide RPS mandates.
- **Modest annual CO<sub>2</sub>e emission reductions** would likely be realized through MCE service by means of voluntary renewable energy and large hydro procurement per MCE's portfolio targets relative to statewide RPS mandates.

# MARKET UPDATE & FINANCIAL IMPACT



## Fiscal Impact Summary (change vs. no expansion case)

	FY 25/26	FY 26/27	FY 27/28
Revenue (\$MM)	\$9.56	\$9.61	\$9.65
Operating Expenses (\$MM)*	\$8.4 - \$15.4	\$8.5 - \$15.6	\$8.7 - \$15.9
Net Operating Margin (\$MM)	<b>(\$5.9) - \$1.1</b>	<b>(\$6.0) - \$1.1</b>	<b>(\$6.3) - \$0.9</b>
Electricity Sales (MWh)	68,212	68,553	68,896
Avg. Margin (% of Rev)	(61.5%) - 11.7%	(62.7%) - 11.0%	(65%) - 9.8%

\* Range of operating expenses reflect power costs with sensitivity stressors applied to show an array of results that may be realized. Prior to MCE expansion, other implementation costs would be incurred. Such costs may be related to utility service fees, marketing and outreach, regulatory and legal representation, internal operations, resource planning and procurement.

## CONCLUSION & RECOMMENDATION

### Recommendation:

- Approve Resolution 2023-12 Approving the City of Hercules as a Member,
- Approve Amendment 16 to the MCE JPA Agreement, and
- Direct staff to submit Addendum No. 9 to the MCE Implementation Plan and Statement of Intent to the CPUC.

- **Expansion into Hercules would promote environmental benefits** such as incremental increases in renewable energy deliveries and reductions in greenhouse gas emissions assuming alignment with MCE portfolio targets.
- Projected fiscal impacts to MCE range from negative to positive, driven by recent instability of market prices.
- **Fiscal impacts are expected to be limited** due to the relatively small size of the Hercules customer base





Thank you!

## **RESOLUTION NO. 2023-12**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF MCE APPROVING THE CITY OF HERCULES AS A MEMBER OF MCE**

**WHEREAS**, 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 (“CCA”); and,

**WHEREAS**, the Act expressly authorizes participation in a CCA program through a joint powers agency, and on December 19, 2008, Marin Clean Energy (“MCE”), (formerly the Marin Energy Authority) was established as a joint power authority pursuant to a Joint Powers Agreement, as amended from time to time (“MCE Joint Powers Agreement”); and,

**WHEREAS**, on February 2, 2010, the California Public Utilities Commission certified the “Implementation Plan” of MCE, confirming MCE’s compliance with the requirements of the Act; and,

**WHEREAS**, MCE members include the following communities: the County of Contra Costa, the County of Marin, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the City of Fairfield, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the City of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of San Ramon, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

**WHEREAS**, requested membership in MCE was made by the City of Hercules, June 13, 2023; and,

**WHEREAS**, the ordinance approving membership in MCE was approved by the City of Hercules; and,

**WHEREAS**, the applicant analysis for the City of Hercules was completed in October 2023, and yielded a potentially positive result;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the Board of Directors of MCE that the City of Hercules is approved as a member of MCE.

**PASSED AND ADOPTED** at a regular meeting of the MCE Board of Directors on the sixteenth day of November 2023 by the following vote:

	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
County of Marin				
Contra Costa County				
County of Napa				
County of Solano				
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Town of Corte Madera				
Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Fairfield				
City of Lafayette				
City of Larkspur				
City of Martinez				
City of Mill Valley				
Town of Moraga				
City of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Pleasant Hill				
City of San Ramon				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
City of St. Helena				
Town of Tiburon				

City of Vallejo				
City of Walnut Creek				
Town of Yountville				

\_\_\_\_\_  
SHANELLE SCALES-PRESTON, CHAIR

ATTEST:

\_\_\_\_\_  
DAWN WEISZ, SECRETARY

**AMENDMENT NO. 16 TO MARIN ENERGY AUTHORITY  
JOINT POWERS AUTHORITY AGREEMENT**

1. Exhibit B to the Agreement, which includes a “List of the Parties” to the Agreement, is hereby amended to reflect the Marin Clean Energy (formerly the Marin Energy Authority) current membership, which includes the following local public entities:

County of Marin  
Contra Costa County  
County of Napa  
County of Solano  
City of American Canyon  
City of Belvedere  
City of Benicia  
City of Calistoga  
City of Concord  
Town of Corte Madera  
Town of Danville  
City of El Cerrito  
Town of Fairfax  
City of Fairfield  
City of Hercules  
City of Lafayette  
City of Larkspur  
City of Martinez  
City of Mill Valley  
Town of Moraga  
City of Napa  
City of Novato  
City of Oakley  
City of Pinole  
City of Pittsburg  
City of Pleasant Hill  
City of San Ramon  
City of Richmond  
Town of Ross  
Town of San Anselmo  
City of San Pablo  
City of San Rafael  
City of Sausalito  
City of St. Helena  
Town of Tiburon  
City of Vallejo  
City of Walnut Creek  
Town of Yountville

2. Exhibit C to the Agreement, which specifies “Annual Energy Use” for each party to the Agreement, is hereby amended to reflect annual energy use within each member’s jurisdiction inclusive of the City of Hercules.

3. Exhibit D to the Agreement, which specifies “Voting Shares” for each party to the Agreement, is hereby amended to reflect the current voting shares of each member in accordance with the provisions of Section 4.9.2 of the Agreement.
4. This Amendment No. 16 does not limit the authority of the Board to update Exhibits B, C and D in the future without further amending the Agreement as provided by Sections 1.3 and 4.9.2.3 of the Agreement.

## Marin Clean Energy

### - Annual Energy Use -

This Exhibit C is effective as of November 16, 2023.

<b>MCE Member Community</b>	<b>kWh (2022)</b>
City of American Canyon	81,427,344
City of Belvedere	8,237,519
City of Benicia	94,928,828
City of Calistoga	28,672,196
City of Concord	464,522,261
Town of Corte Madera	40,679,971
County of Contra Costa	641,627,822
Town of Danville	154,016,934
City of El Cerrito	55,954,420
Town of Fairfax	17,441,179
City of Fairfield*	452,596,498
City of Hercules**	75,602,000
City of Lafayette	91,628,665
City of Larkspur	41,529,142
City of Martinez	144,050,725
City of Mill Valley	44,544,689
County of Marin	225,874,556
Town of Moraga	42,086,139
City of Napa	273,494,891
County of Napa	296,199,222
City of Novato	188,226,487
City of Oakley	111,135,099
City of Pinole	57,339,339
City of Pittsburg	232,985,737
City of Pleasant Hill	130,900,910
City of Richmond	387,473,558
Town of Ross	9,860,762
Town of San Anselmo	31,648,284
City of San Ramon	270,273,787
City of Saint Helena	44,870,258
City of San Pablo	63,297,704
City of San Rafael	206,521,192
City of Sausalito	30,635,006
County of Solano	177,643,279
Town of Tiburon	27,721,503
City of Vallejo	335,923,675
City of Walnut Creek	323,700,192
Town of Yountville	30,326,651
<b>MCE Total Energy Use</b>	<b>5,935,598,420</b>

\*2020 usage data as provided by PG&E.

\*\*2021/2022 usage data as provided by PG&E.

All other usage data reflects MCE customer billing records for 2022.

## Marin Clean Energy

### - Voting Shares -

This Exhibit D is effective as of November 16, 2023.

<b>MCE Member Community</b>	<b>kWh (2022)</b>	<b>Section 4.9.2.1</b>	<b>Section 4.9.2.2</b>	<b>Voting Share</b>
City of American Canyon	81,427,344	1.32%	0.69%	<b>2.00%</b>
City of Belvedere	8,237,519	1.32%	0.07%	<b>1.39%</b>
City of Benicia	94,928,828	1.32%	0.80%	<b>2.12%</b>
City of Calistoga	28,672,196	1.32%	0.24%	<b>1.56%</b>
City of Concord	464,522,261	1.32%	3.91%	<b>5.23%</b>
Town of Corte Madera	40,679,971	1.32%	0.34%	<b>1.66%</b>
County of Contra Costa	641,627,822	1.32%	5.40%	<b>6.72%</b>
Town of Danville	154,016,934	1.32%	1.30%	<b>2.61%</b>
City of El Cerrito	55,954,420	1.32%	0.47%	<b>1.79%</b>
Town of Fairfax	17,441,179	1.32%	0.15%	<b>1.46%</b>
City of Fairfield*	452,596,498	1.32%	3.81%	<b>5.13%</b>
City of Hercules**	75,602,000	1.32%	0.64%	<b>1.95%</b>
City of Lafayette	91,628,665	1.32%	0.77%	<b>2.09%</b>
City of Larkspur	41,529,142	1.32%	0.35%	<b>1.67%</b>
City of Martinez	144,050,725	1.32%	1.21%	<b>2.53%</b>
City of Mill Valley	44,544,689	1.32%	0.38%	<b>1.69%</b>
County of Marin	225,874,556	1.32%	1.90%	<b>3.22%</b>
Town of Moraga	42,086,139	1.32%	0.35%	<b>1.67%</b>
City of Napa	273,494,891	1.32%	2.30%	<b>3.62%</b>
County of Napa	296,199,222	1.32%	2.50%	<b>3.81%</b>
City of Novato	188,226,487	1.32%	1.59%	<b>2.90%</b>
City of Oakley	111,135,099	1.32%	0.94%	<b>2.25%</b>
City of Pinole	57,339,339	1.32%	0.48%	<b>1.80%</b>
City of Pittsburg	232,985,737	1.32%	1.96%	<b>3.28%</b>
City of Pleasant Hill	130,900,910	1.32%	1.10%	<b>2.42%</b>
City of Richmond	387,473,558	1.32%	3.26%	<b>4.58%</b>
Town of Ross	9,860,762	1.32%	0.08%	<b>1.40%</b>
Town of San Anselmo	31,648,284	1.32%	0.27%	<b>1.58%</b>
City of San Ramon	270,273,787	1.32%	2.28%	<b>3.59%</b>
City of Saint Helena	44,870,258	1.32%	0.38%	<b>1.69%</b>
City of San Pablo	63,297,704	1.32%	0.53%	<b>1.85%</b>
City of San Rafael	206,521,192	1.32%	1.74%	<b>3.06%</b>
City of Sausalito	30,635,006	1.32%	0.26%	<b>1.57%</b>
County of Solano	177,643,279	1.32%	1.50%	<b>2.81%</b>
Town of Tiburon	27,721,503	1.32%	0.23%	<b>1.55%</b>
City of Vallejo	335,923,675	1.32%	2.83%	<b>4.15%</b>
City of Walnut Creek	323,700,192	1.32%	2.73%	<b>4.04%</b>
Town of Yountville	30,326,651	1.32%	0.26%	<b>1.57%</b>
MCE Total Energy Use	5,935,598,420	50.00%	50.00%	<b>100.00%</b>

\*2020 usage data as provided by PG&E.

\*\*2021/2022 usage data as provided by PG&E.

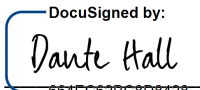
All other usage data reflects MCE customer billing records for 2022.



## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  \_\_\_\_\_  
664EC62BC8D6428...

Name: Dante Hall

Title: City Manager

Date: 10/20/2023

Party: City of Hercules



## **POLICY NO. 007 – NEW CUSTOMER COMMUNITIES**

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.

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.

**MARIN CLEAN ENERGY**

**ADDENDUM NO. 9 TO THE REVISED  
COMMUNITY CHOICE AGGREGATION  
IMPLEMENTATION PLAN AND  
STATEMENT OF INTENT**

**TO ADDRESS MCE EXPANSION TO THE CITY  
OF HERCULES**



**November 16, 2023**

For copies of this document contact Marin Clean Energy in San Rafael, California or visit [www.mcecleanenergy.org](http://www.mcecleanenergy.org)

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## CHAPTER 1 – INTRODUCTION

The purpose of this document is to make certain revisions to the Marin Clean Energy Implementation Plan and Statement of Intent in order to address the expansion of Marin Clean Energy (“MCE”) to the City of Hercules. MCE is a public agency that was formed in December 2008 for purposes of implementing a community choice aggregation (“CCA”) program and other energy-related programs targeting significant greenhouse gas emissions (“GHG”) reductions. At that time, the Member Agencies of MCE included eight of the twelve municipalities located within the geographic boundaries of Marin County: the cities/towns of Belvedere, Fairfax, Mill Valley, San Anselmo, San Rafael, Sausalito and Tiburon and the County of Marin (together the “Members” or “Member Agencies”). In anticipation of CCA program implementation and in compliance with state law, MCE submitted the Marin Energy Authority Community Choice Aggregation Implementation Plan and Statement of Intent (“Implementation Plan”) to the California Public Utilities Commission (“CPUC” or “Commission”) on December 9, 2009. Consistent with its expressed intent, MCE successfully launched the Marin Clean Energy CCA program (“MCE” or “Program”) on May 7, 2010 and has been serving customers since that time.

During the second half of 2011, four additional municipalities within Marin County, the cities of Novato and Larkspur and the towns of Ross and Corte Madera, joined MCE, and a revised Implementation Plan reflecting updates related to this expansion was filed with the CPUC on December 3, 2011.

Subsequently, the City of Richmond, located in Contra Costa County, joined MCE, and a revised Implementation Plan reflecting updates related to this expansion was filed with the CPUC on July 6, 2012.

A revision to MCE’s Implementation Plan was then filed with the Commission on November 6, 2012 to ensure compliance with Commission Decision 12-08-045, which was issued on August 31, 2012. In Decision 12-08-045, the Commission directed existing CCA programs to file revised Implementation Plans to conform to the privacy rules in Attachment B of the aforementioned Decision.

During 2015, the County of Napa and the Cities of Benicia, El Cerrito, and San Pablo joined MCE; service was extended to customers in unincorporated Napa County during February 2015 and to customers in Benicia, El Cerrito and San Pablo during May 2015. To address the anticipated effects of these expansions, MCE filed with the Commission a revision to its Implementation Plan on July 18, 2014 to address expansion to the County of Napa (the Commission subsequently certified this revision on September 15, 2014). Following the Commission’s certification of this revision, MCE submitted Addendum No. 1 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of San Pablo (“Addendum No. 1”) on September 25, 2014 (and the Commission subsequently certified Addendum No. 1 on October 29, 2014); and Addendum No. 2 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of Benicia (“Addendum No. 2”) on November 21, 2014 (the Commission subsequently certified

Addendum No. 2 on December 1, 2014); and Addendum No. 3 to the Revised Community Choice Aggregation Implementation Plan and Statement of Intent to Address MCE Expansion to the City of El Cerrito (“Addendum No. 3”) on January 7, 2015 (the Commission subsequently certified Addendum No. 3 on January 16, 2015).

On April 21, 2016, MCE’s Board of Directors (the “Board” or “Governing Board”) unanimously adopted Resolution No. 2016-01, which approved the cities of American Canyon, Calistoga, Lafayette, Napa, St. Helena and Walnut Creek as well as the Town of Yountville as members of MCE. On this date, MCE’s Board also approved the related Addendum No. 4 to its Revised Community Choice Aggregation Implementation Plan and Statement of Intent (“Addendum No. 4”), which addressed expansion to such Communities. Addendum No. 4 was submitted to the Commission on April 22, 2016; Addendum No. 4 was certified by the Commission thereafter on May 6, 2016.

On July 20, 2017, MCE’s Board adopted Resolution No. 2017-06, which approved Contra Costa County (unincorporated areas); the cities of Concord, Martinez, Oakley, Pinole, Pittsburg and San Ramon; and the towns of Danville and Moraga as members of MCE. On this date, MCE’s Board also approved the related Addendum No. 5 to its Revised Community Choice Aggregation Implementation Plan and Statement of Intent (“Addendum No. 5”), which addressed expansion to such Communities. Addendum No. 5 was submitted to the Commission on September 25, 2017; Addendum No. 5 was certified by the Commission thereafter on December 21, 2017.

On October 18, 2018, MCE’s Board approved the membership request of Solano County (unincorporated areas) via Resolution No. 2018-12, which also approved the related Addendum No. 6 to MCE’s Revised Community Choice Aggregation Implementation Plan and Statement of Intent (“Addendum No. 6”), addressing service delivery within the unincorporated areas of Solano County. Addendum No. 6 was submitted to the Commission on November 20, 2018; Addendum No. 6 was certified by the Commission thereafter on February 19, 2019.

Following the aforementioned expansions, MCE’s Board approved the membership requests of the cities of Pleasant Hill and Vallejo on November 21, 2019 via Resolution No. 2019-05, which also approved the related Addendum No. 7 to MCE’s Revised Community Choice Aggregation Implementation Plan and Statement of Intent (“Addendum No. 7”), which addressed service delivery within the cities of Pleasant Hill and Vallejo. Addendum No. 7 was submitted to the Commission on December 6, 2019; Addendum No. 7 was certified by the Commission thereafter on March 9, 2020.

MCE’s Board approved the membership request of the City of Fairfield on November 19, 2020 via Resolution No. 2020-03 (attached hereto as Appendix A), and similarly approved this Addendum No. 8 to MCE’s Revised Community Choice Aggregation Implementation Plan and Statement of Intent (“Addendum No. 8”), which addresses service delivery within the City of Fairfield. Addendum No. 8 was submitted to the Commission on DATE; Addendum No. 8 was certified by the Commission thereafter on DATE.

More recently, MCE's Board approved the membership request of the City of Hercules on November 16, 2023 via Resolution No. 2023-12 (attached hereto as Appendix A), and similarly approved this Addendum No. 9 to MCE's Revised Community Choice Aggregation Implementation Plan and Statement of Intent ("Addendum No. 9"), which addresses service delivery within the City of Hercules.

The MCE program now provides electric generation service to approximately 585,000 customers, including a cross section of residential and commercial accounts. During its more than thirteen-year operating history, non-member municipalities have monitored MCE's progress, evaluating the potential opportunity for membership, which would enable customer choice with respect to electric generation service. In response to such inquiries, MCE's Board adopted Policy 007, which established a formal process and specific criteria for new member additions. In particular, this policy identifies several threshold requirements, including the specification that any prospective member evaluation demonstrate rate-related savings (based on prevailing market prices for requisite energy products at the time of each analysis) as well as environmental benefits (as measured by anticipated reductions in greenhouse gas emissions and increased renewable energy sales to CCA customers) before proceeding with expansion activities, including the filing of related revisions/addenda to this Implementation Plan. As MCE receives new membership requests, staff will follow the prescribed evaluative process of Policy 007 and will present related results at future public meetings. To the extent that membership evaluations demonstrate favorable results and any new community completes the process of joining MCE, this Implementation Plan will be revised through a related addendum, highlighting key impacts and consequences associated with the addition of such new community/communities.

In response to public interest and MCE's successful operational track record, the City of Hercules requested MCE membership, consistent with MCE Policy 007, and adopted the requisite ordinance for joining MCE. As previously noted, MCE's Board approved such membership request at a duly noticed public meeting on November 16, 2023 through the adoption of Resolution No. 2023-12.

This Addendum No. 9 describes MCE's expansion plans to include the City of Hercules. MCE intends to enroll such customers in its CCA Program during the month of April 2025, consistent with the Commission's requirements described in Resolution E-4907, which define relevant timing for Implementation Plan filing in advance of service commencement. According to the Commission, the Energy Division is required to receive and review a revised MCE implementation plan reflecting changes/consequences of additional members. With this in mind, MCE has reviewed its revised Implementation Plan, which was filed with the Commission on July 18, 2014, as well as previously filed and certified Addendums, and has identified certain information that requires updating to reflect the changes and consequences of adding the City of Hercules as well as other forecast modifications, which reflect the most recent historical electric energy use within MCE's existing service territory. This Addendum No. 9 reflects pertinent changes that are expected to result from the new member addition as well as updated projections that are considerate of recent operations. This document format, including references to MCE's



most recent Implementation Plan revision (filed with the Commission on July 18, 2014 and certified by the Commission on September 15, 2014), which is incorporated by reference and attached hereto as Appendix D, addresses all requirements identified in Public Utilities Code Section 366.2(c)(4), including universal access, reliability, equitable treatment of all customer classes and any requirements established by state law or by the CPUC concerning aggregated service, while streamlining public review of pertinent changes related to MCE's anticipated expansion.

## **CHAPTER 2 – CHANGES TO ADDRESS MCE EXPANSION TO THE CITY OF HERCULES**

As previously noted, this Addendum No. 9 addresses the anticipated impacts of MCE's planned expansion to the City of Hercules, as well as other forecast modifications reflecting the most recent historical electric energy use within MCE's existing service territory. As a result of this member addition, certain assumptions regarding MCE's future operations have changed, including customer energy requirements, peak demand, renewable energy purchases, revenues, expenses and various other items. The following section highlights pertinent changes related to this planned expansion. To the extent that certain details related to membership expansion are not specifically discussed within this Addendum No. 9, MCE represents that such information shall remain unchanged relative to the July 18, 2014 Implementation Plan revision.

With regard to the defined terms Members and Member Agencies, the following Communities are now signatories to the MCE Joint Powers Agreement and represent MCE's current membership:

<b>Member Agencies</b>
City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
City of Concord
County of Contra Costa
Town of Corte Madera
Town of Danville
City of El Cerrito
Town of Fairfax
City of Fairfield
City of Hercules
City of Lafayette
City of Larkspur
County of Marin
City of Martinez
City of Mill Valley
Town of Moraga
City of Napa
County of Napa
City of Novato
City of Oakley
City of Pinole
City of Pittsburg
City of Pleasant Hill
City of Richmond
Town of Ross
Town of San Anselmo
City of Saint Helena
City of San Pablo
City of San Rafael
City of San Ramon
City of Sausalito
County of Solano
Town of Tiburon
City of Vallejo
City of Walnut Creek
Town of Yountville

Throughout this document, use of the terms Members and Member Agencies refer to the aforementioned Communities. To the extent that the discussion herein addresses the process of

aggregation and MCE organization, each of these communities is now an MCE Member and the electric customers of such jurisdictions have been or will be offered CCA service consistent with the noted phase-in schedule.

### *Aggregation Process*

MCE's aggregation process was discussed in Chapter 2 of MCE's July 18, 2014 Revised Implementation Plan. This first paragraph of Chapter 2 is replaced in its entirety with the following verbiage:

As previously noted, MCE successfully launched its CCA Program, MCE, on May 7, 2010 after meeting applicable statutory requirements and in consideration of planning elements described in its initial Implementation Plan. At this point in time, MCE plans to expand agency membership to include the City of Hercules. This community has requested MCE membership, and MCE's Board of Directors subsequently approved this membership request at a duly noticed public meeting on November 16, 2023

### *Program Phase-In*

Program phase-in was discussed in Chapter 5 of MCE's July 18, 2014 Revised Implementation Plan. Chapter 5 is replaced in its entirety with the following verbiage:

MCE will continue to phase-in the customers of its CCA Program as communicated in this Implementation Plan. To date, nine complete phases have been successfully implemented. A tenth phase, which will commence in April 2025, will include service commencement to customers located within the City of Hercules, as reflected in the following table.

<b>MCE Phase No.</b>	<b>Status &amp; Description of Phase</b>	<b>Implementation Date</b>
<b>Phase 1: 8,500 Accounts</b>	<b>Complete:</b> MCE Member (municipal) accounts & a subset of residential, commercial and/or industrial accounts, comprising approximately 20 percent of total customer load within MCE's original Member Agencies.	May 7, 2010
<b>Phase 2A: 6,100 Accounts</b>	<b>Complete:</b> Additional commercial and residential accounts, comprising approximately 20 percent of total customer load within MCE's original Member Agencies (incremental addition to Phase 1).	August 2011
<b>Phase 2B: 79,000 Accounts</b>	<b>Complete:</b> Remaining accounts within Marin County.	July 2012
<b>Phase 3: 35,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the City of Richmond.	July 2013

MCE Phase No.	Status & Description of Phase	Implementation Date
<b>Phase 4A: 14,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the unincorporated areas of Napa County, subject to economic and operational constraints.	February 2015
<b>Phase 4B: 30,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the City of San Pablo, the City of Benicia and the City of El Cerrito, subject to economic and operational constraints.	May 2015
<b>Phase 5: 83,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the Cities of American Canyon, Calistoga, Lafayette, Napa, Saint Helena, Walnut Creek and the Town of Yountville.	September 2016
<b>Phase 6: 216,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within Contra Costa County (unincorporated areas); the cities of Concord, Martinez, Oakley, Pinole, Pittsburg and San Ramon; and the towns of Danville and Moraga.	April 2018
<b>Phase 7: 11,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within Solano County (unincorporated areas).	April 2020
<b>Phase 8: 58,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the Cities of Pleasant Hill and Vallejo	April 2021
<b>Phase 9: 38,000 Accounts</b>	<b>Complete:</b> Residential, commercial, agricultural, and street lighting accounts within the City of Fairfield	April 2022
<b>Phase 10: ~10,000</b>	<b>Pending Implementation Plan Certification:</b> Residential, commercial, agricultural, and street lighting accounts within the City of Hercules	April 2025 (planned, pending Implementation Plan Certification)

This approach has provided MCE with the ability to start slow, addressing problems and unforeseen challenges associated with a small, manageable CCA program before offering service to successively larger groups of customers. Following completion of Phase 10 customer enrollments, MCE expects to serve a customer base of approximately 595,000 accounts. This approach has also allowed MCE and its energy suppliers to address all system requirements (billing, collections and payments) under a phase-in approach that was designed to minimize potential exposure to uncertainty and financial risk by “walking” (when serving relatively small

account totals) prior to “running” (when serving much larger account totals). The Board may evaluate other phase-in options based on future market conditions, statutory requirements and regulatory considerations as well as other factors potentially affecting the integration of additional customer accounts.

### *Sales Forecast*

With regard to MCE’s sales forecast, which is addressed in Chapter 6, Load Forecast and Resource Plan, MCE assumes that total annual retail sales will increase to approximately 5,600 GWh following Phase 10 expansion. The following tables have been updated to reflect the impacts of planned expansion to MCE’s new membership.

### **Chapter 6, Resource Plan Overview [To be updated by staff with current data]**

Marin Clean Energy Proposed Resource Plan (GWh) 2010 to 2021												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
MCE Demand (GWh)												
Retail Demand	-91	-185	-570	-1,110	-1,252	-1,710	-2,103	-3,036	-4,620	-5,656	-5,834	-5,918
Distributed Generation	0	2	4	5	9	14	135	121	127	446	527	610
Energy Efficiency	0	0	0	0	1	3	3	5	7	10	15	21
EV Demand	0	0	0	0	0	0	-22	-29	-37	-75	-125	-210
Losses and UFE	-5	-11	-34	-66	-74	-102	-119	-176	-271	-317	-325	-330
Total Demand	-97	-195	-601	-1,172	-1,316	-1,795	-2,106	-3,115	-4,795	-5,592	-5,742	-5,826
MCE Supply (GWh)												
Renewable Resources												
Generation	0	0	0	0	0	0	0	0	0	0	0	0
Power Purchase Contracts	23	50	289	564	645	926	1,089	1,709	2,633	3,233	3,322	3,372
Total Renewable Resources	23	50	289	564	645	926	1,089	1,709	2,633	3,233	3,322	3,372
Conventional/Hydro Resources												
Generation	0	0	0	0	0	0	0	0	0	0	0	0
Power Purchase Contracts	74	145	312	608	670	869	1,017	1,406	2,162	2,359	2,420	2,454
Total Conventional/Hydro Resources	74	145	312	608	670	869	1,017	1,406	2,162	2,359	2,420	2,454
Total Supply	97	195	601	1,172	1,316	1,795	2,106	3,115	4,795	5,592	5,742	5,826
Energy Open Position (GWh)	0	0	0	0	0	0	0	0	0	0	0	0

## Chapter 6, Customer Forecast [To be updated by staff with current data]

<b>Marin Clean Energy Enrolled Retail Service Accounts Phase-In Period (End of Month)</b>									
	<b>May-10</b>	<b>Aug-11</b>	<b>Jul-12</b>	<b>Jul-13</b>	<b>Feb-15</b>	<b>May-15</b>	<b>Sep-16</b>	<b>Apr-18</b>	<b>Apr-20</b>
<b>MCE Customers</b>									
Residential	7,354	12,503	77,345	106,510	120,204	145,874	225,128	421,325	430,493
Commercial & Industrial	579	1,114	9,913	13,098	15,316	17,884	27,274	44,708	46,226
Street Lighting & Traffic	138	141	443	748	1,014	1,156	1,866	3,670	3,973
Ag & Pumping	-	<15	113	109	1,467	1,467	1,700	2,051	3,274
<b>Total</b>	<b>8,071</b>	<b>13,759</b>	<b>87,814</b>	<b>120,465</b>	<b>138,001</b>	<b>166,381</b>	<b>255,968</b>	<b>471,754</b>	<b>483,966</b>

Marin Clean Energy Retail Service Accounts (End of Year) 2010 to 2021												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
MCE Customers												
Residential	7,354	12,503	77,345	106,510	106,510	145,874	225,128	226,254	421,325	423,432	430,493	432,645
Commercial & Industrial	579	1,114	9,913	13,098	13,098	17,884	27,274	27,410	44,708	44,932	46,226	46,457
Street Lighting & Traffic	138	141	443	748	748	1,156	1,866	1,875	3,670	3,688	3,973	3,993
Ag & Pumping	-	<15	113	109	109	1,467	1,700	1,709	2,051	2,061	3,274	3,290
Total	8,071	13,759	87,814	120,465	120,465	166,381	255,968	257,248	471,754	474,113	483,966	486,386

## Chapter 6, Sales Forecast [To be updated by staff with current data]

Marin Clean Energy Energy Requirements (GWh) 2010 to 2021												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
MCE Energy Requirements (GWh)												
Retail Demand	91	185	570	1,110	1,252	1,710	2,103	3,036	4,620	5,656	5,834	5,918
Distributed Generation	0	-2	-4	-5	-9	-14	-135	-121	-127	-446	-527	-610
Energy Efficiency	0	0	0	0	-1	-3	-3	-5	-7	-10	-15	-21
EV Demand	0	0	0	0	0	0	22	29	37	75	125	210
Losses and UFE	5	11	34	66	74	102	119	176	271	317	325	330
Total Load Requirement	97	195	601	1,172	1,316	1,795	2,106	3,115	4,795	5,592	5,742	5,826

## Chapter 6, Capacity Requirements [To be updated by staff with current data]

<b>Marin Clean Energy Capacity Requirements (MW) 2010 to 2021</b>												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>Demand (MW)</b>												
Retail Demand	28	46	182	233	234	318	441	682	1,068	1,285	1,361	1,368
Distributed Generation	-	(1)	(2)	(3)	(5)	(8)	(77)	(81)	(85)	(318)	(376)	(435)
Energy Efficiency	-	-	-	-	-	-	(5)	(7)	(10)	(13)	(16)	(19)
EV Load	-	-	-	-	-	-	10	13	17	34	57	96
Losses and UFE	2	3	11	14	14	19	22	36	59	59	62	61
Total Net Peak Demand	30	47	191	244	243	328	391	643	1,049	1,048	1,088	1,070
Reserve Requirement (%)	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Capacity Reserve Requirement	4	7	29	37	36	49	59	97	157	157	163	160
Capacity Requirement Including Reserve	34	55	220	281	279	378	450	740	1,206	1,205	1,251	1,230

## Chapter 6, Renewables Portfolio Standards Energy Requirements [To be updated by staff with current data]

<b>Marin Clean Energy RPS Requirements (MWh) 2010 to 2021</b>												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
*Retail Sales	91,219	183,741	566,640	1,105,310	1,241,233	1,693,246	1,986,409	2,938,886	4,523,279	5,275,013	5,417,339	5,496,210
Baseline	-	18,244	36,748	113,328	221,062	269,348	394,526	496,602	793,499	1,311,751	1,635,254	1,787,722
Incremental Procurement Target	18,244	18,504	76,580	107,734	48,286	125,179	102,076	296,897	518,252	323,503	152,468	179,921
Annual Procurement Target	18,244	36,748	113,328	221,062	269,348	394,526	496,602	793,499	1,311,751	1,635,254	1,787,722	1,967,643
% of Current Year Retail Sales	20%	20%	20%	20%	22%	23%	25%	27%	29%	31%	33%	36%

\*Net of Energy Efficiency and Distributed Generation

<b>Marin Clean Energy RPS Requirements and Program Renewable Energy Targets (MWh) 2010 to 2021</b>												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
*Retail Sales (MWh)	91,219	183,741	566,640	1,105,310	1,241,233	1,693,246	1,986,409	2,938,886	4,523,279	5,275,013	5,417,339	5,496,210
Annual RPS Target (Minimum MWh)	18,244	36,748	113,328	221,062	269,348	394,526	496,602	793,499	1,311,751	1,635,254	1,787,722	1,967,643
Program Target (% of Retail Sales)	25%	27%	51%	51%	52%	55%	55%	58%	58%	61%	61%	61%
Program Renewable Target (MWh)	22,805	49,610	288,986	563,708	645,441	926,138	1,088,592	1,709,269	2,632,525	3,233,008	3,321,963	3,371,708
Surplus In Excess of RPS (MWh)	4,561	12,862	175,658	342,646	376,094	531,612	591,989	915,770	1,320,774	1,597,754	1,534,241	1,404,065
Annual Increase (MWh)	22,805	26,805	239,376	274,722	81,733	280,697	162,454	620,677	923,256	600,483	88,955	49,745

\*Net of Energy Efficiency and Distributed Generation

## Chapter 6, Energy Efficiency [To be updated by staff with current data]

<b>Marin Clean Energy Energy Efficiency Savings Goals (GWH) 2010 to 2021</b>												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
MCE Retail Demand	91	185	570	1,110	1,252	1,710	2,103	3,036	4,620	5,656	5,834	5,918
MCE Energy Efficiency Goal	0	0	0	0	-1	-3	-3	-5	-7	-10	-15	-21

## Chapter 6, Demand Response [To be updated by staff with current data]

<b>Marin Clean Energy Demand Response Goals (MW) 2010 to 2021</b>												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Total Capacity Requirement (MW)	34	55	220	281	279	378	450	740	1,206	1,205	1,251	1,230
Greater Bay Area Capacity Requirement (MW)	5	9	35	44	44	40	48	79	125	184	133	131
Demand Response Target	-	-	-	-	-	-	-	-	-	3	6	15
Percentage of Local Capacity Requirement	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	5%	12%

## Chapter 6, Distributed Generation [To be updated by staff with current data]

<b>Marin Clean Energy Distributed Generation Projections (MW) 2010 to 2021</b>												
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
DG Capacity	-	1	2	3	5	8	77	81	85	318	376	435

## Financial Plan

With regard to MCE's financial plan, which is addressed in Chapter 7, Financial Plan, MCE has updated its expected operating results, which now include projected impacts related to service expansion within the City of Hercules. The following table reflects updated operating projections in consideration of this planned expansion.

## Chapter 7, CCA Program Operating Results [To be updated by staff with current data]

<b>Marin Clean Energy Summary of CCA Program Phase-In (January 2010 through December 2023)</b>													
CATEGORY	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2023
I. REVENUES FROM OPERATIONS (\$)													
ELECTRIC SALES REVENUE	10,610,804	16,454,790	44,052,111	78,782,938	96,577,968	134,474,212	165,289,480	212,418,679	329,232,524	379,396,284	449,235,474	487,861,677	509,251,867
LESS UNCOLLECTIBLE ACCOUNTS	(29,176)	(140,371)	(299,942)	(540,077)	(662,078)	(921,934)	(1,126,363)	(1,442,225)	(2,351,872)	(2,642,638)	(5,837,119)	(6,210,547)	(6,897,804)
TOTAL REVENUES	10,581,628	16,314,419	43,752,169	78,242,861	95,915,890	133,552,278	164,163,116	210,976,455	326,880,652	376,753,646	443,398,355	481,651,130	502,354,063
II. COST OF OPERATIONS (\$)													
(A) ADMINISTRATIVE AND GENERAL (A&G)													
STAFFING	321,117	430,659	1,077,759	1,386,303	1,825,000	2,710,500	4,728,650	6,151,600	6,920,156	7,571,804	11,111,500	12,152,413	12,892,494
CONTRACT SERVICES	1,035,333	848,063	3,131,840	4,457,964	4,572,751	4,838,757	6,326,457	7,370,528	9,017,602	9,244,578	14,242,983	15,251,193	16,474,988
IOU FEES (INCLUDING BILLING)	19,548	60,794	287,618	584,729	660,114	877,953	1,124,270	1,261,350	1,775,059	1,873,962	2,117,967	2,364,322	2,641,454
OTHER A&G	191,261	189,204	249,729	302,806	373,125	610,500	791,750	1,284,784	1,398,107	2,057,959	2,201,000	2,433,550	2,581,753
SUBTOTAL A&G	1,567,259	1,528,720	4,746,946	6,731,802	7,430,990	9,037,711	12,971,126	16,068,262	19,110,924	20,748,303	29,673,450	32,201,477	34,715,941
(B) COST OF ENERGY	7,418,662	11,881,494	35,805,704	68,624,319	84,358,061	118,264,445	144,457,641	190,345,081	264,842,182	297,178,130	370,318,597	419,276,178	426,194,534
(C) DEBT SERVICE	654,595	394,777	747,729	1,195,162	1,195,162	2,451,457	458,000	228,875	21,945	82,833	218,000	218,000	218,000
TOTAL COST OF OPERATION	9,640,516	13,804,991	41,300,380	76,551,283	92,984,212	129,753,613	157,886,767	206,642,218	283,975,051	318,009,266	400,210,047	451,695,654	461,128,474
CCA PROGRAM SURPLUS/(DEFICIT)	941,112	2,509,428	2,451,789	1,691,578	2,931,677	3,798,665	6,276,350	4,334,236	42,905,601	58,744,380	43,188,308	29,955,476	41,225,589



***Expansion Addendum Appendices***

Appendix A: Marin Clean Energy Resolution 2023-12 [non-executed draft included in board packet]

Appendix B: Joint Powers Agreement [draft included in board packet]

Appendix C: City of Hercules Ordinance [included in board packet]

Appendix D: Marin Clean Energy Revised Implementation Plan and Statement of Intent (July 18, 2014) [to be added for submission]

**Marin Energy Authority  
- Joint Powers Agreement -**

**Effective December 19, 2008**

**As amended by Amendment No. 1 dated December 3, 2009  
As further amended by Amendment No. 2 dated March 4, 2010  
As further amended by Amendment No. 3 dated May 6, 2010  
As further amended by Amendment No. 4 dated December 1, 2011  
As further amended by Amendment No. 5 dated July 5, 2012  
As further amended by Amendment No. 6 dated September 5, 2013  
As further amended by Amendment No. 7 dated December 5, 2013  
As further amended by Amendment No. 8 dated September 4, 2014  
As further amended by Amendment No. 9 dated December 4, 2014  
As further amended by Amendment No. 10 dated April 21, 2016 As  
further amended by Amendment No. 11 dated May 19, 2016  
As further amended by Amendment No. 12 dated July 20, 2017  
As further amended by Amendment No. 13 dated October 18, 2018  
As further amended by Amendment No. 14 dated November 21, 2019  
As further amended by Amendment No. 15 dated November 19, 2020  
As further amended by Amendment No. 16 dated November 16, 2023**

**Among the Following Parties:**

**City of American Canyon  
City of Belvedere  
City of Benicia  
City of Calistoga  
City of Concord  
Town of Corte Madera  
Town of Danville  
City of El Cerrito  
Town of Fairfax  
City of Fairfield  
City of Hercules  
City of Lafayette  
City of Larkspur  
City of Martinez  
Town of Moraga  
City of Mill Valley  
City of Napa  
City of Novato  
City of Oakley  
City of Pinole**

**City of Pittsburg**  
**City of Pleasant Hill**  
**City of Richmond**  
**Town of Ross**  
**Town of San Anselmo**  
**City of San Pablo**  
**City of San Rafael**  
**City of San Ramon**  
**City of Sausalito**  
**City of St. Helena**  
**Town of Tiburon**  
**City of Vallejo**  
**City of Walnut Creek**  
**Town of Yountville**  
**County of Contra Costa**  
**County of Marin**  
**County of Napa**  
**County of Solano**

## **MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT**

This **Joint Powers Agreement** (“Agreement”), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

### **RECITALS**

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

### ARTICLE 1 CONTRACT DOCUMENTS

**1.1 Definitions.** Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.

**1.2 Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A:	Definitions
Exhibit B:	List of the Parties
Exhibit C:	Annual Energy Use
Exhibit D:	Voting Shares

**1.3 Revision of Exhibits.** The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

### ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY

**2.1 Effective Date and Term.** This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.

**2.2 Initial Participants.** During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

- 2.3 Formation.** There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.
- 2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.
- 2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
- 2.5.1** make and enter into contracts;
  - 2.5.2** employ agents and employees, including but not limited to an Executive Director;
  - 2.5.3** acquire, contract, manage, maintain, and operate any buildings, works or improvements;
  - 2.5.4** acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
  - 2.5.5** lease any property;
  - 2.5.6** sue and be sued in its own name;
  - 2.5.7** incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
  - 2.5.8** issue revenue bonds and other forms of indebtedness;
  - 2.5.9** apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

- 2.5.10** submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
  - 2.5.11** adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”); and
  - 2.5.12** make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.6**     **Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.
- 2.7**     **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

### **ARTICLE 3 AUTHORITY PARTICIPATION**

- 3.1**     **Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

- 3.2 Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

## **ARTICLE 4 GOVERNANCE AND INTERNAL ORGANIZATION**

- 4.1 Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.
- 4.2 Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1** The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party. As an alternative to appointing its own Director and alternate Director, the governing body of any Party may elect to designate another Party within the same county (the "designated Party") to represent it on the Board with the Director and alternate Director from the designated Party (the "consolidated Parties"). Notwithstanding any provision in this Agreement to the contrary, in the case of such an election by one or more Parties in the same county, the designated Party shall have the combined votes and voting shares of the consolidated Parties and shall vote on behalf of the consolidated Parties. The governing body of a Party may revoke its designation of another Party to vote on its behalf at any time. Neither an election by a Party to designate another Party to vote on its behalf or a revocation of this election shall be effective unless provided in a written notice to the Authority.
- 4.2.2** The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its



Director and/or alternate Director has been removed may appoint a replacement.

- 4.3 Terms of Office.** Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.
- 4.4 Quorum.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.
- 4.5 Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.6 Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.
- 4.7 Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.
- 4.8 Director Compensation.** Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- 4.9 Board Voting Related to the CCA Program.**
- 4.9.1.** To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one

Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.

**4.9.2.** Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.

**4.9.2.1** Pro Rata Voting Share. Each Director shall have an equal voting share as determined by the following formula:  $(1/\text{total number of Directors})$  multiplied by 50, and

**4.9.2.2** Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula:  $(\text{Annual Energy Use}/\text{Total Annual Energy})$  multiplied by 50, where (a) “Annual Energy Use” means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWhs”), within the Party’s respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party’s respective jurisdiction, and any additional jurisdictions which they represent, that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

**4.9.2.3** The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

**4.10** **Board Voting on General Administrative Matters and Programs Not Involving CCA.** Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

**4.11 Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions.**

The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

**4.12 Meetings and Special Meetings of the Board.**

The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

**4.13 Selection of Board Officers.**

**4.13.1 Chair and Vice Chair.** The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

**4.13.2 Secretary.** The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of

all meetings of the Board and all other official records of the Authority.

**4.13.3 Treasurer and Auditor.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.

**4.14 Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

## **ARTICLE 5 IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS**

### **5.1 Preliminary Implementation of the CCA Program.**

- 5.1.1 Enabling Ordinance.** Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
- 5.1.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.
- 5.1.3 Effect of Vote On Required Implementation Action.** In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program (“Required Implementation Action”), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:
- 5.1.3.1** The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.
  - 5.1.3.2** After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.
- 5.1.4 Termination of CCA Program.** Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any

time in accordance with any applicable requirements of state law.

- 5.2 Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

## **ARTICLE 6 FINANCIAL PROVISIONS**

- 6.1 Fiscal Year.** The Authority's fiscal year shall be 12 months commencing April 1 and ending March 31. The fiscal year may be changed by Board resolution.

**6.2 Depository.**

- 6.2.1** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- 6.2.2** All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- 6.2.3** All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

**6.3 Budget and Recovery Costs.**

- 6.3.1 Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected

expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

**6.3.2 County Funding of Initial Costs.** The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed \$500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County. This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

**6.3.3 CCA Program Costs.** The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

**6.3.4 General Costs.** Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

**6.3.5 Other Energy Program Costs.** Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

## **ARTICLE 7 WITHDRAWAL AND TERMINATION**

### **7.1 Withdrawal.**

### **7.1.1 General.**

**7.1.1.1** Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.

**7.1.1.2** Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

**7.1.2 Amendment.** Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

**7.1.3 Continuing Liability; Further Assurances.** A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

**7.2 Involuntary Termination of a Party.** This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination



shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

- 7.3 Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.
- 7.4 Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.
- 7.5 Disposition of Property upon Termination of Authority.** Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

- 8.1 Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should

such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.

- 8.2 Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.
- 8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 8.4 Amendment of this Agreement.** This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.
- 8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the

successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

- 8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- 8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Leon Garcia

Name: Leon Garcia

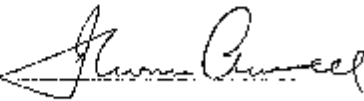
Title: Mayor

Date: 4.7.16

Party: City of American Canyon

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Thomas Cronwell

Title: Mayor


Date: December 8, 2008

Party: City of Redwood

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:   
Name: Elizabeth Patterson  
Title: Mayor  
Date: 12.29.14  
Party: City of Benicia

APPROVED AS TO FORM  
  
CITY ATTORNEY

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name:

Dylan Fark

Title:

City Manager

Date:

April 7, 2016

Party: City of Calistoga

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:



Name: Valerie J. Barodie

Title: City Manager

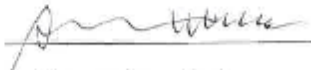
Date: July 24, 2017

Party: City of Concord



**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:   
Name: Alexandra Cock  
Title: Mayor  
Date: December 6, 2011  
Party: Town of Corte Madera

ATTEST

  
Christine Green, Town Clerk

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:

Name: Joseph A. Calabriga

Title: Town Manager

Date: July 17, 2017

Party: Town of Danville

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

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

Name: Scott Eakin

Title: City Manager

Date: \_\_\_\_\_

Party: City of El Cerrito

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: David Weinsoff

Name: David Weinsoff

Title: Mayor

Date: 2.12.09

Party: Town of Fairfax

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 



Name: Sean P. Quinn

Title: Interim City Manager

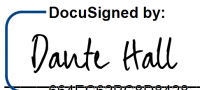
Date: 12/17/19

Party: City of Fairfield

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  \_\_\_\_\_  
664EC62BC8D6428...

Name: Dante Hall

Title: City Manager

Date: 10/20/2023

Party: City of Hercules

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

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



Name: Mark Mitchell

Title: Mayor

Date: \_\_\_\_\_

3-14-16

Party: City of Lafayette

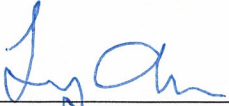
Attest: \_\_\_\_\_



Joanne Robbins, City Clerk

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:   
Name: Larry Chu  
Title: Mayor, Larkspur  
Date: November 16, 2011  
Party: CITY OF LARKSPUR



## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Brad Kilger

Title: City Manager

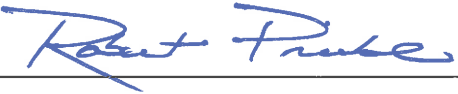
Date: 7/26/17

Party: City of Martinez

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

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

Name: Robert Priebe

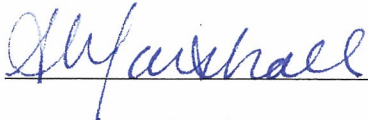
Title: Town Manager

Date: July 24, 2017

Party: Town of Moraga

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

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

Name: Mike Parness

Title: City Manager

Date: 4-11-16

Party: City of Napa

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

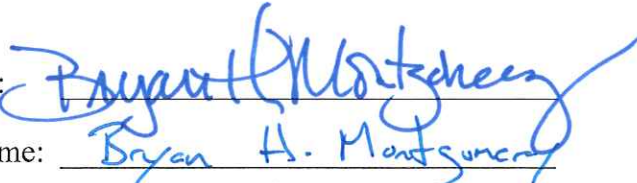
Date: October 7, 2011

Party: City of Novato

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:   
Name: Bryan H. Montgomery  
Title: City Manager  
Date: 8/1/17  
Party: City of Oakley

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Michelle Fitzer

Name: Michelle Fitzer

Title: City Manager

Date: 7/5/17

Party: City of Pinole

Approved as to form:

By: Eric Casher

Name: Eric Casher

Title: City Attorney

Date: 7/5/17

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

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

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

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

Date: \_\_\_\_\_

Party: \_\_\_\_\_

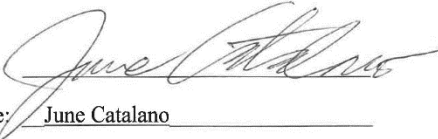
City of Pittsburg



**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: June Catalano

Title: City Manager

Date: June 19, 2019

Party: City of Pleasant Hill

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority

By: *Deane McLaughlin*  
Name: *Deane McLaughlin*  
Title: *Mayor*  
Date: *7/5/12*  
Party: *City of Richmond*

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Carla Small

Title: Mayor

Date: 11/16/11

Party: Town of Ross

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Peter Breen

Title: Mayor

Date: January 9, 2009

Party: Town of San Anselmo

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement  
establishing the Marin Energy Authority,

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: December 1, 2008

Party: CITY OF SAN RAFAEL

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

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

Name: JOE GORTON

Title: CITY MANAGER

Date: 7/31/17

Party: City of San Ramon

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Amy Belser

Name: Amy Belser

Title: Mayor

Date: November 18, 2008

Party: City of Sausalito

Attest:

Debbie Radjose  
Deputy City Clerk

Item: 5A  
Meeting Date: 11-18-08  
Page #: 24



## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Alan Galbraith  
Name: Alan Galbraith  
Title: Mayor  
Date: 4/14/16  
Party: City of St. Helena

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint  
establishing the Marin Energy Authority.

By:



Name: ALICE FREDERICKS

Title: MAYOR

Date:

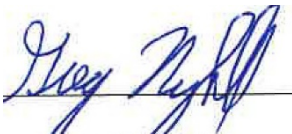
2/10/09

Party:

TOWN OF TIBURON

**ARTICLE 9**  
**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:   
Greg Nyhoff

Name:

Title: - ~~City Manager~~ - - - - -

Date: - ~~June 12, 2019~~ - - - - -

Party: City of Vallejo

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Luella Haskew

Name: LOELLA HASKEW

Title: MAYOR


Date: 4/13/16

Party: City of Walnut Creek

**ARTICLE 9**

**SIGNATURE**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:   
Name: Steven R. Rogers  
Title: Town Manager  
Date: 4/12/16  
Party: Town of Yountville

## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:



Name: Federal D. Glover

Title: Chair, Board of Supervisors

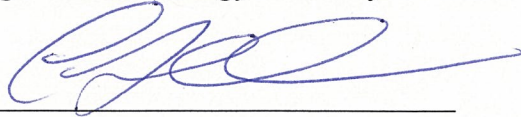
Date: August 1, 2017

Party: Contra Costa County

**ARTICLE 9  
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

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



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

CHARLES F. McGRATH

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

PRESIDENT, Bd of SUPERVISORS

Date: \_\_\_\_\_

NOVEMBER 18 2008

Party: \_\_\_\_\_

COUNTY OF MARIN

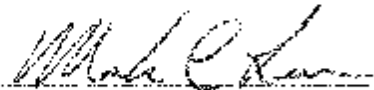
**ARTICLE 9**

**Marin Clean Energy JPA Agreement**

**SIGNATURE**

**Amendment No. 8**

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

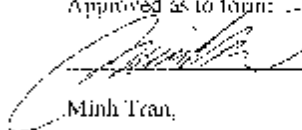
Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

 Date 7/24/14

Minh Tran,

County Counsel

---



## ARTICLE 9

### SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Birgitta E. Corsello

Title: County Administrator

Date: 9/26/18

Party: County of Solano

APPROVED AS TO FORM:

  
Solano County Counsel

**Exhibit A**

**To the  
Joint Powers Agreement  
Marin Energy Authority**

**-Definitions-**

“AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 4.9.2.2.

“Authority” means the Marin Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the

California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

“Initial Participants” means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Program Agreement 1” means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

“Total Annual Energy” has the meaning given in Section 4.9.2.2.

## **Exhibit B**

### **To the Joint Powers Agreement Marin Energy Authority**

#### **-List of the Parties-**

City of American Canyon  
City of Belvedere  
City of Benicia  
City of Calistoga  
City of Concord  
Town of Corte Madera  
Town of Danville  
City of El Cerrito  
Town of Fairfax  
City of Fairfield  
City of Hercules  
City of Lafayette  
City of Larkspur  
City of Martinez  
Town of Moraga  
City of Mill Valley  
City of Napa  
City of Novato  
City of Oakley  
City of Pinole  
City of Pittsburg  
City of Pleasant Hill City  
of Richmond Town of  
Ross  
Town of San Anselmo  
City of San Pablo  
City of San Rafael  
City of San Ramon  
City of Sausalito  
St. Helena  
Town of Tiburon  
City of Vallejo  
City of Walnut Creek  
Town of Yountville  
County of Contra Costa  
County of Marin County  
of Napa  
County of Solano

**Marin Clean Energy****- Annual Energy Use -**

This Exhibit C is effective as of November 16, 2023.

<b>MCE Member Community</b>	<b>kWh (2022)</b>
<b>City of American Canyon</b>	<b>81,427,344</b>
<b>City of Belvedere</b>	<b>8,237,519</b>
<b>City of Benicia</b>	<b>94,928,828</b>
<b>City of Calistoga</b>	<b>28,672,196</b>
<b>City of Concord</b>	<b>464,522,261</b>
<b>Town of Corte Madera</b>	<b>40,679,971</b>
<b>County of Contra Costa</b>	<b>641,627,822</b>
<b>Town of Danville</b>	<b>154,016,934</b>
<b>City of El Cerrito</b>	<b>55,954,420</b>
<b>Town of Fairfax</b>	<b>17,441,179</b>
<b>City of Fairfield*</b>	<b>452,596,498</b>
<b>City of Hercules**</b>	<b>75,602,000</b>
<b>City of Lafayette</b>	<b>91,628,665</b>
<b>City of Larkspur</b>	<b>41,529,142</b>
<b>City of Martinez</b>	<b>144,050,725</b>
<b>City of Mill Valley</b>	<b>44,544,689</b>
<b>County of Marin</b>	<b>225,874,556</b>
<b>Town of Moraga</b>	<b>42,086,139</b>
<b>City of Napa</b>	<b>273,494,891</b>
<b>County of Napa</b>	<b>296,199,222</b>
<b>City of Novato</b>	<b>188,226,487</b>
<b>City of Oakley</b>	<b>111,135,099</b>
<b>City of Pinole</b>	<b>57,339,339</b>
<b>City of Pittsburg</b>	<b>232,985,737</b>
<b>City of Pleasant Hill</b>	<b>130,900,910</b>
<b>City of Richmond</b>	<b>387,473,558</b>
<b>Town of Ross</b>	<b>9,860,762</b>
<b>Town of San Anselmo</b>	<b>31,648,284</b>
<b>City of San Ramon</b>	<b>270,273,787</b>
<b>City of Saint Helena</b>	<b>44,870,258</b>
<b>City of San Pablo</b>	<b>63,297,704</b>
<b>City of San Rafael</b>	<b>206,521,192</b>
<b>City of Sausalito</b>	<b>30,635,006</b>
<b>County of Solano</b>	<b>177,643,279</b>
<b>Town of Tiburon</b>	<b>27,721,503</b>
<b>City of Vallejo</b>	<b>335,923,675</b>
<b>City of Walnut Creek</b>	<b>323,700,192</b>
<b>Town of Yountville</b>	<b>30,326,651</b>
<b>MCE Total Energy Use</b>	<b>5,935,598,420</b>

\*2020 usage data as provided by PG&E.

\*\*2021/2022 usage data as provided by PG&E.

All other usage data reflects MCE customer billing records for 2022.

## Marin Clean Energy

### - Voting Shares -

This Exhibit D is effective as of November 16, 2023.

<b>MCE Member Community</b>	<b>kWh (2022)</b>	<b>Section 4.9.2.1</b>	<b>Section 4.9.2.2</b>	<b>Voting Share</b>
City of American Canyon	81,427,344	1.32%	0.69%	<b>2.00%</b>
City of Belvedere	8,237,519	1.32%	0.07%	<b>1.39%</b>
City of Benicia	94,928,828	1.32%	0.80%	<b>2.12%</b>
City of Calistoga	28,672,196	1.32%	0.24%	<b>1.56%</b>
City of Concord	464,522,261	1.32%	3.91%	<b>5.23%</b>
Town of Corte Madera	40,679,971	1.32%	0.34%	<b>1.66%</b>
County of Contra Costa	641,627,822	1.32%	5.40%	<b>6.72%</b>
Town of Danville	154,016,934	1.32%	1.30%	<b>2.61%</b>
City of El Cerrito	55,954,420	1.32%	0.47%	<b>1.79%</b>
Town of Fairfax	17,441,179	1.32%	0.15%	<b>1.46%</b>
City of Fairfield*	452,596,498	1.32%	3.81%	<b>5.13%</b>
City of Hercules**	75,602,000	1.32%	0.64%	<b>1.95%</b>
City of Lafayette	91,628,665	1.32%	0.77%	<b>2.09%</b>
City of Larkspur	41,529,142	1.32%	0.35%	<b>1.67%</b>
City of Martinez	144,050,725	1.32%	1.21%	<b>2.53%</b>
City of Mill Valley	44,544,689	1.32%	0.38%	<b>1.69%</b>
County of Marin	225,874,556	1.32%	1.90%	<b>3.22%</b>
Town of Moraga	42,086,139	1.32%	0.35%	<b>1.67%</b>
City of Napa	273,494,891	1.32%	2.30%	<b>3.62%</b>
County of Napa	296,199,222	1.32%	2.50%	<b>3.81%</b>
City of Novato	188,226,487	1.32%	1.59%	<b>2.90%</b>
City of Oakley	111,135,099	1.32%	0.94%	<b>2.25%</b>
City of Pinole	57,339,339	1.32%	0.48%	<b>1.80%</b>
City of Pittsburg	232,985,737	1.32%	1.96%	<b>3.28%</b>
City of Pleasant Hill	130,900,910	1.32%	1.10%	<b>2.42%</b>
City of Richmond	387,473,558	1.32%	3.26%	<b>4.58%</b>
Town of Ross	9,860,762	1.32%	0.08%	<b>1.40%</b>
Town of San Anselmo	31,648,284	1.32%	0.27%	<b>1.58%</b>
City of San Ramon	270,273,787	1.32%	2.28%	<b>3.59%</b>
City of Saint Helena	44,870,258	1.32%	0.38%	<b>1.69%</b>
City of San Pablo	63,297,704	1.32%	0.53%	<b>1.85%</b>
City of San Rafael	206,521,192	1.32%	1.74%	<b>3.06%</b>
City of Sausalito	30,635,006	1.32%	0.26%	<b>1.57%</b>
County of Solano	177,643,279	1.32%	1.50%	<b>2.81%</b>
Town of Tiburon	27,721,503	1.32%	0.23%	<b>1.55%</b>
City of Vallejo	335,923,675	1.32%	2.83%	<b>4.15%</b>
City of Walnut Creek	323,700,192	1.32%	2.73%	<b>4.04%</b>
Town of Yountville	30,326,651	1.32%	0.26%	<b>1.57%</b>
MCE Total Energy Use	5,935,598,420	50.00%	50.00%	<b>100.00%</b>

\*2020 usage data as provided by PG&E.

\*\*2021/2022 usage data as provided by PG&E.

All other usage data reflects MCE customer billing records for 2022.

## **ORDINANCE NO. 546**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HERCULES APPROVING THE MARIN CLEAN ENERGY JOINT POWERS AGREEMENT AND AUTHORIZING THE IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM.**

**WHEREAS**, the City of Hercules 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 competitive retail choice and reducing -energy-related greenhouse gas emissions ; and

**WHEREAS**, Assembly Bill (AB) 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2 *et seq.*; hereinafter referred to as the "Act") 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 ("CCA"); and

**WHEREAS**, AB 32 was signed into law in 2006 establishing the goal of reducing the State's greenhouse gas emissions to 1990 levels by 2020; and

**WHEREAS**, the Act expressly authorizes participation in a CCA program through a joint powers agency, and to this end, the City of Hercules has been evaluating a CCA program through Marin Clean Energy ("MCE"), established as a joint powers authority pursuant to California Government Code § 6500 *et seq.*; and

**WHEREAS**, on February 2, 2010, the California Public Utilities Commission certified the Implementation Plan of MCE, confirming MCE's compliance with the requirements of the Act; and

**WHEREAS**, electricity in Hercules is generated and provided by Pacific Gas and Electric (PG&E) and there is not currently an alternative provider in the City. PG&E is currently working to add more renewable energy to its power mix under California's renewable portfolio standard and offered 48 percent renewable energy in 2021; and

**WHEREAS**, the City of Hercules is committed to the development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment and fully supports MCE's current electricity procurement plan, which targets more than 60 percent renewable energy content; and

**WHEREAS**, the City of Hercules finds it important that its residents, businesses, and public facilities have alternative choices to energy procurement beyond PG&E; and

**WHEREAS**, the City of Hercules finds that joining MCE will offer Hercules customers choice

in their power provider and will help the City meet the State goal set out in AB 32; and

**WHEREAS**, in order to become a member of MCE, the MCE Joint Powers Agreement requires the City to adopt an ordinance electing to implement a CCA program within its jurisdiction by and through its participation in MCE; and

**WHEREAS**, MCE will govern and operate the CCA program on behalf of the City. The City's participation in MCE will include membership on the Board of Directors as provided in the Joint Powers Agreement; and

**WHEREAS**, MCE will enter into agreements with electric power suppliers and other services providers and, based on these agreements, MCE plans to provide power to residents and businesses at rates that are competitive with those of the incumbent utility; and

**WHEREAS**, California Public Utilities Code § 366.2 allows customers the right to opt out of the MCE CCA program and continue to receive service from PG&E. Customers who desire to continue to receive service from PG&E will be able to do so at any time; and

**WHEREAS**, on May 9, 2023, the City Council held a public meeting at which time interested persons had an opportunity to testify either in support or in opposition to implementation of the MCE CCA program within the City.

**NOW, THEREFORE**, the City Council of the City of Hercules does ordain as follows:

**SECTION 1. CEQA.** This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment because it involves an organizational activity of a local government. 14 Cal. Code Regs. § 15378(a). The ordinance is expressly exempt from CEQA because it is an organizational or administrative activity of governments that will not result in direct or indirect physical change in the environment. 14 Cal. Code Regs. § 15378(b)(5). The ordinance is also exempt from CEQA because it is merely a change in organization of local agencies. 14 Cal. Code Regs. § 15320. Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation, which would only result in the formation of a governmental organization, would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3).

**SECTION 2. AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM.** Based upon the foregoing, the City hereby elects to implement a CCA program within the jurisdiction of the City by participating in the MCE CCA program, as described in the MCE Joint Powers Agreement (Exhibit 1), and authorizes the City Manager, or designee, to execute the Joint Powers Agreement.

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is held for any reason to be invalid or unconstitutional by a decision of any



court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**SECTION 4. EFFECTIVE DATE.** This ordinance shall take effect 30 days after its adoption.

Within fifteen days after the passage of this ordinance, the City Clerk shall cause it or a summary of it to be posted in the three places designated by resolution of the City Council.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Hercules held on the 9th day of May, 2023.

ADOPTED and ordered posted at a meeting of the City Council of the City of Hercules, held on the 23rd day of May, 2023, by the following vote of the Council:

AYES: Council Members: Tiffany Grimsley, Chris Kelley, Dion Bailey and  
Mayor Walker - Griffin

NOES: Vice Mayor Dan Romero

ABSTAIN: NONE

ABSENT: NONE

DS



ATTEST

DocuSigned by:

FFC7BABD57C6457...

Alexander Walker-Griffin, Mayor

Eibleis Melendez, City Clerk

## **Memorandum of Understanding between MCE and the City of Hercules Exploring Inclusion in MCE**

This Memorandum of Understanding (MOU), regarding MCE membership consideration is entered into by and between MCE and the City of Hercules.

**WHEREAS**, the City of Hercules has expressed interest in exploring membership in MCE, and

**WHEREAS**, MCE has a Policy to consider new community inclusion, subject to receipt of a complete application and subject to MCE analysis and approval, and

**WHEREAS**, MCE and the City of Hercules are collaborating to determine the feasibility of including Hercules within MCE's Service area and approving the City of Hercules application for membership; and

**WHEREAS**, MCE and the City of Hercules have a mutual interest in following the guidelines below,

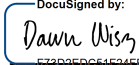
**NOW THEREFORE**, the parties hereto agree as follows:

1. The City of Hercules agrees to assign one staff member as primary point of contact with MCE. Assigned staff member will support and facilitate communication with other City of Hercules staff and officials, as well as provide input and high-level assistance on community outreach.
2. The City of Hercules will work with MCE to conduct public outreach about the MCE program to aid in outreach and education and to collect feedback from the community. Options to publicize include, but are not limited to, website, social media, public events, community workshops, and newsletter announcements, as well as distribution of flyers and handouts provided by MCE.
3. The City of Hercules will complete and submit 'MCE Membership Application' to MCE.
4. After receipt of complete Membership Application MCE will conduct a quantitative analysis to determine feasibility of adding City of Hercules to the MCE Service Area, and approve membership if analysis results are positive.
5. Subject to membership approval by the MCE Board, City of Hercules agrees to publicize and share information about MCE within its 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 City of Hercules offices.


6. Subject to membership approval by the MCE Board, the City of Hercules 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU.

MCE:

By:  11/8/2023  
Dawn Weisz, CEO  
MCE Date

City of Hercules:

By:  11/9/2023  
Alexander Walker-Griffin, Mayor  
City of Hercules Date



November 16, 2023

TO: MCE Board of Directors

FROM: Zae Perrin, Director of Customer Operations

RE: Informational Update: Customer Savings and Discount Programs (Agenda Item #09)

ATTACHMENTS: A. CARE-FERA Postcard  
B. REACH Agencies by County  
C. Joint Marketing for Percentage of Income Payment Plan  
D. MCE Residential Bill Savings Flyer  
E. Medical Baseline Allowance Flyer  
F. Green Access Enrollment Postcard

Dear Board Members:

**Summary:**

In support of MCE's vision to lead California to an equitable, clean, affordable, and reliable energy economy, MCE offers a variety of customer discount and assistance programs. Since the declaration of the COVID-19 pandemic in March 2020, which magnified the community's need for economic support, through October 2023, MCE customers have received approximately \$54 million in discounts and funding. In addition, since MCE's launch in 2010, MCE customers have saved \$44 million compared to PG&E.

**Background:**

Each of the following programs aims to support energy affordability, accessibility, and sustainability by helping customers reduce or manage costs.

1. California Alternate Rates (CARE)

CARE provides a monthly discount of 20% or more on electricity and gas for qualifying households, with electricity discounts provided by MCE and PG&E.

Eligibility is based on household size and income. Customers may also qualify for CARE if they participate in certain public assistance programs, such as Low-Income Home

Energy Assistance Program (LIHEAP), CalFresh/SNAP (Food Stamps) and Medicaid/MediCal, to name a few.

MCE currently provides discounts to nearly 104,000 CARE customers and has provided over \$9.5 million in discounts this calendar year.

## 2. Family Electric Rate Assistance (FERA)

FERA provides a monthly discount of 18% on electricity for families of three or more whose household income slightly exceeds the CARE allowances.

MCE currently provides discounts to just over 3,600 FERA customers and has provided almost \$1 million in discounts this calendar year.

## 3. Disadvantaged Communities Green Tariff (MCE Green Access)

The Disadvantaged Communities Green Tariff (DAC-GT), called Green Access for MCE customers, is a CPUC-funded program that provides 100% renewable energy at a 20% discount. Green Access is available to households who meet the income eligibility requirements for the CARE and FERA programs and are in one of the top 25% most disadvantaged communities statewide or the census tracts in the highest 5 percent of CalEnviroScreen's Pollution Burden. This includes Pittsburg, Richmond, and Vallejo in MCE's service area.

The Green Access Program exemplifies a crucial step in addressing the critical issues of energy equity and environmental justice. By offering 100% renewable energy access and substantial bill discounts to those in need, communities are empowered, pollution is reduced, and a cleaner future is created for everyone.

MCE currently provides Green Access to 3,170 customers, prioritizing customers in arrears with overdue energy bills, who were auto enrolled into the discount program, and has provided over \$1.6 million in discounts since service launched in September 2021.

## 4. Low-Income Home Energy Assistance Program (LIHEAP)

LIHEAP is a federally-funded program overseen by the California Department of Community Services and Development that offers financial assistance to low-income households to help manage costs associated with:

- Home energy bills
- Energy-related crisis (such as utility shut-offs and energy-related life-threatening emergencies)
- Home weatherization and minor energy-related home repairs

Eligibility for LIHEAP benefits is determined by income, family size, and availability of funds. LIHEAP may also prioritize applicants based on the greatest need and income, as well as households with vulnerable populations, including older adults, people with

disabilities, and households with young children.

#### 5. Relief for Energy Assistance through Community Help (REACH)

REACH provides a one-time energy credit of up to \$500 for households who have received either a 15-day or 48-hour disconnection notice and are experiencing severe, temporary financial hardship such as job loss, illness, or other emergency situations.

Eligibility for REACH is determined by income, which must not exceed the CARE program allowance, and is not provided more than once in a 12-month period.

#### 6. Medical Baseline

The Medical Baseline Program, also known as Medical Baseline Allowance, is an assistance program that provides additional energy at a lower cost for households who depend on power for certain qualifying medical needs. The program is not a discount on gas and energy delivery rates but it allows for a higher baseline energy allotment at the lowest pricing tier which can lead to reduced overall energy bills.

The additional monthly allotment of energy is approximately 500 kilowatt-hours (kWh) of electricity and/or 25 therms of gas depending on the energy needs, on the PG&E delivery portion only, which must be verified by a medical practitioner.

Some examples of qualifying medical conditions include:

- Paraplegic, hemiplegic, or quadriplegic condition
- Multiple sclerosis with additional heating and/or cooling needs
- Scleroderma with additional heating needs
- Life-threatening illness or compromised immune system, and additional heating and/or cooling are needed to sustain life or prevent medical deterioration
- Asthma and/or sleep apnea

Some examples of qualifying medical devices include:

- Motorized wheelchair/scooter
- IPPB or CPAP machines
- Respirator (all types)
- Hemodialysis machine
- Iron lung

#### 7. Arrearage Management Plan (AMP)

AMP is a state-funded payment plan to help qualifying households reduce unpaid energy bill balances of up to \$8,000. To qualify a customer must:

- Be enrolled in CARE or FERA
- Owe at least \$500 or more on their gas and electric bill OR (for gas-only customers) owe at least \$250 or more on their gas bill
- Be over 90 days past due and a PG&E customer for at least 6 months (MCE customers qualify for this program)
- Have made at least 1 on-time payment

MCE secured nearly \$7 million of energy debt forgiveness for over 16,000 residents since the program launched in January 2021.

#### 8. Percentage of Income Payment Plan (PIPP)

PIPP is a CPUC-funded pilot that bills participants on a fixed, flat rate (\$29 or \$86 for electric and \$9 or \$29 for gas) based on a percentage of their income, rather than according to their usage. PIPP participants with existing debt will also be enrolled in the Arrearage Management Program.

The pilot, launched in July 2023, will run for 48 months, and assess whether income-based monthly bills reduce disconnection risk and uncollectible debt, and whether they impact energy usage.

Households are eligible if their income does not exceed the FERA allowance and they either 1) live in zip codes with the highest rates of recurring disconnections, or 2) were disconnected 2+ times during the 12 months before the disconnection moratorium in 2020. Customers are ineligible if they are master metered, direct access, currently billed through PG&E's Advanced Billing System, enrolled in any other pilot, or do not have a Smart Meter.

The PIPP pilot will enroll 518 MCE customers by January 2024.

#### 9. California Arrearage Payment Plan (CAPP)

CAPP is a state-funded financial assistance program that reduced California household energy debt between March 2020 and December 2021 due to the COVID-19 pandemic.

MCE secured \$10.3 million of debt forgiveness for 51,777 residential and small business customers through the CAPP program.

#### 10. MCE Cares Credit

The MCE Cares Credit was established in April 2021, as a targeted cost relief effort to support vulnerable residential and small business customers affected most by the COVID-19 pandemic. The program provided a \$10/month credit to households and a 20% discount to small businesses for 34,726 customers, totaling over \$5.8 million in savings over its 1-year time frame.

#### **Fiscal Impact:**

Fiscal impacts associated with the discount rates and programs are accounted for in MCE's applicable fiscal year budget-setting process.

#### **Recommendation:**

None. Informational only.

**Save up to 35% on your energy bill.  
We can help.**

*Ahorra hasta el 35% en tu factura de electricidad.  
Te podemos ayudar.*



**mceCAREFERA.org**



## Get a deep discount on your energy bill

**SAVE UP TO  
35% off electricity  
+ 20% off gas**

**Want to lower your energy bill?**  
You may qualify for the **CARE discount**.

### See if you qualify

Visit [mceCAREFERA.org](https://mceCAREFERA.org) or scan the QR code. **The application is simple** and you won't need to upload any documents. Signing up for CARE may also pre-qualify you for other bill relief programs. Learn more at [mceCleanEnergy.org/lowerbill](https://mceCleanEnergy.org/lowerbill).



Learn about CARE!

## Obtenga un importante descuento en su factura de energía

**AHORRE HASTA  
un 35% en electricidad  
+ un 20% en gas**

**¿Quiere reducir su factura de energía?** Es posible que reúna los requisitos para obtener el **descuento del programa CARE**.

### Vea si reúne los requisitos

Visite [mceCleanEnergy.org/es-carefera](https://mceCleanEnergy.org/es-carefera) o escanee el código QR. **La solicitud es simple** y no necesitará cargar ningún documento. Si se inscribe a CARE también podrá reunir anticipadamente los requisitos de otros programas de asistencia para el pago de su factura. Obtenga más información en [mceCleanEnergy.org/factura-mas-baja](https://mceCleanEnergy.org/factura-mas-baja).



¡Obtenga información sobre CARE!

[info@mceCleanEnergy.org](mailto:info@mceCleanEnergy.org) | 1 (888) 632-3674 Mon-Fri, 9am-5pm



2300 Clayton Road, Suite 1150  
Concord, CA 94520

**Your local renewable electricity provider.**  
**Powering communities since 2010.**

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## 2020 REACH Program Sites - MCE Territories



Contra Costa - CA	
<b>Concord Service Center</b> 3540 Chestnut Ave, Concord, CA 94519 510-768-3100  <b>The Salvation Army - Concord Community Church</b> 3950 Clayton Rd, Concord, CA 94521 925-676-6180	<b>National Asian American Coalition</b> 318 Westlake Center Ste. 270, Daly City, CA 94015 650-952-0522
Marin - CA	
<b>North Marin Community Services</b> 1907 Novato Blvd, Novato, CA 94947 415-897-4147  <b>Community Action Marin County</b> 555 Northgate Drive., Ste. 201 San Rafael, CA 94903 415-526-7510	<b>The Salvation Army - San Rafael</b> 351 Mission Ave, San Rafael, CA 94901 415-459-4520
Napa - CA	
<b>The American Canyon Family Resource Center</b> 3419 Broadway, Suite H3A American Canyon, CA 94503 707-980-7024  <b>North Coast Energy Services - Fairfield</b> 1000 Texas St. Suite G, Fairfield, CA 94533 707-422-3200  <b>North Coast Energy Services - Ukiah</b> 966 Mazzoni St. Suite 3B, Ukiah, CA 95482 707-463-0303	<b>The Salvation Army - Napa</b> 590 Franklin St, Napa, CA 94559 707-226-8150  <b>North Coast Energy Services - Santa Rosa</b> 1100 Coddington Center Suite 1 Santa Rosa, CA 95401 707-495-4417  <b>La Luz Center</b> 17560 Greger St., Sonoma, CA 95476 707-938-5131
Solano - CA	
<b>North Coast Energy Services - Fairfield</b> 1000 Texas St. Suite G, Fairfield, CA 94533 707-422-3200	<b>North Coast Energy Services - Ukiah</b> 966 Mazzoni St. Suite 3B, Ukiah, CA 95482 707-463-0303



Month XX, 2023

Mary Smith  
123 Main Street  
Anytown, CA 90000

**Save more money on your bill with a new discount program for California Alternate Rates for Energy (CARE) customers. Apply today at [pge.com/pipp](https://pge.com/pipp).**

Dear Mary Smith:

You're invited to apply for a special program that limits your monthly energy charges to help you **save more on your bill**. The new **Percentage of Income Payment Plan** lets you pay a lower amount for gas and electricity. This program is only **available to a limited number of eligible CARE customers** based on household income and zip code. **Please apply for this program no later than August 1.**

### What to expect

- You will pay a fixed amount each month for your gas and/or electric charges, plus taxes and fees.
- You will not need to pay this discount back.
- While it is always important to conserve energy, there is no penalty for daily changes in your household's energy usage.
- If your bill amount is less than your Percentage of Income Payment Plan amount, you pay the lesser amount.

### Your discount

**Your total gross annual household income level determines your discount.**

- If your income fits within the table at the right, your monthly bill will be \$29 for electric and \$9 for gas, plus taxes and fees. Proof of income will be required.
- If your income is **higher** than the table at the right, your monthly bill will be \$86 for electric and \$29 for gas, plus taxes and fees.

### For questions

If you have any questions or would like more information, please visit [pge.com/pipp](https://pge.com/pipp) or [mcecaneenergy.org/lowerbill](https://mcecaneenergy.org/lowerbill) or contact PG&E at 1-866-743-2273.

Sincerely,

Your PG&E Customer Program Team and  
MCE

#### INCOME GUIDELINES

Number of Persons in Household	Total Gross Annual Household Income
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
For each additional person, add	\$4,720

**Please apply for this program before the application period closes on August 1.**

Applying for this program does not guarantee enrollment. If capacity is full, you will be placed on a waitlist.



Mary Smith  
123 Main Street  
Anytown, CA 90000  
Account # XXXXXXXX-X

## To apply for this new discounted pricing program please respond by August 1

### By mail

Please complete **Part 1 and Part 2** on the form below and mail in the enclosed envelope.

PG&E PIPP Processing c/o DataXport  
10950 Pellicano Dr., Ste. C4  
El Paso, TX 79935

### Online

For quicker processing, please visit [pge.com/pipp](https://pge.com/pipp) to complete the online form.

#### Part 1: Select your household income

- ☐ My household income fits within the table at the right. I understand that proof of income will be required for me to receive a discounted monthly bill of no more than \$29 for electric and \$9 for gas, plus taxes and fees. I understand I will be required to provide proof of income documents such as copies of recent IRS form 1040, pay stubs or other sources of income.
- ☐ My household income is **higher** than the table at the right, so my discounted monthly bill will be no more than \$86 for electric and \$29 for gas, plus taxes and fees.

#### INCOME GUIDELINES

Number of Persons in Household	Total Gross Annual Household Income
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
For each additional person, add	\$4,720

#### Part 2: Please complete the information below

Number of persons in your household: Adults  + Children under 18  =

Total annual household income: \$

#### I understand and agree that if I am enrolled in the Percentage of Income Payment Plan:

- The information provided in this application is true and correct. I agree to provide proof of income if asked. I agree to allow PG&E to verify information that I provide.
- I am required to follow the CARE recertification process every two years or submit the CARE Post Enrollment Verification (PEV) if requested to do so. The results of the recertification or PEV process may impact my Percentage of Income Payment Plan status.
- I authorize PG&E to share my information with third parties that assist in the enrollment or evaluation of the program. The information that may be shared includes but not limited to, my name, address, email address, contact information, energy usage, enrollment in other utility energy savings, energy management, or customer assistance programs.
- I will lose my Percentage of Income Payment Plan discount if I do any of the following:
  - Become ineligible for CARE
  - Change my rate to another rate other than Time-of-Use (Peak Pricing 4-9 p.m. Every Day) [E-TOU-C], Tiered [E-1], EV2-A, G-1
  - Enroll in Budget Billing, Core Transport Agency (CTA), Direct Access (DA), a non-participating Community Choice Aggregator (CCA), or a solar program
  - Request a non-SmartMeter™
- I will not be able to perform a personalized rate analysis or receive an annual rate analysis while enrolled in Percentage of Income Payment Plan.
- I will not be allowed to enroll in, or remain enrolled in, pilot programs including but not limited to: Power Saver Rewards or Bring Your Own Thermostat.

### PLEASE NOTE:

The Percentage of Income Payment Plan program is scheduled to run for up to four years and enrollment is limited. **After your application is processed, you will receive a notification within 7–10 business days advising you on the status of your application.** There is no obligation to stay in the program, and you may unenroll at any time by contacting us.



# LATE PAYMENT ASSISTANCE & ENERGY BILL DISCOUNTS FOR RESIDENTS

Eligible homeowners and renters can lower their energy bill by enrolling in the programs below. See if you qualify and enroll today! **Learn about additional programs at** [mceCleanEnergy.org/lowerbill](https://mceCleanEnergy.org/lowerbill) or scan QR code



## LOWER YOUR ENERGY BILL BY 18% OR MORE

Applying for the **California Alternate Rates for Energy (CARE)** or **Family Electric Rate Assistance (FERA)** discount program is quick and easy. CARE is a monthly discount of 20% or more on your gas and electric bill. FERA offers an 18% discount on your monthly electric bill. If you have had a recent reduction in income, you may now qualify.

## UP TO \$3,000/YEAR IN ENERGY BILL PAYMENT

The **Low Income Home Energy Assistance Program (LIHEAP)** can provide up to \$3,000/year to cover late energy bills. The payment is made directly to your energy provider, in the amount of overdue charges only. LIHEAP also provides free energy efficiency upgrades to lower your bill. You will not have to pay the money back and your credit score will not be affected.

### CARE & FERA INCOME ELIGIBILITY\*

Household Size	CARE**	FERA
1–2 people	≤\$39,440	not eligible
3 people	≤\$49,720	\$49,721–\$62,150
4 people	≤\$60,000	\$60,001–\$75,000
5 people	≤\$70,280	\$70,281–\$87,850
6 people	≤\$80,560	\$80,561–\$100,700
7 people	≤\$90,840	\$90,841–\$113,550
8 people	≤\$101,120	\$101,121–\$126,400
9 people	≤\$111,400	\$111,401–\$139,250
10 people	≤\$121,680	\$121,681–\$152,100
Each add'l person	≤\$10,280	\$10,280–\$12,850

\*Based on current income. Valid through May 31, 2024.

\*\*You may also qualify for CARE if you participate in qualifying public assistance programs.

Learn more at [mceCleanEnergy.org/carefera](https://mceCleanEnergy.org/carefera)

## UP TO \$8,000/YEAR IN DEBT FORGIVENESS

The **Arrearage Management Plan (AMP)** forgives up to \$8,000 a year in late PG&E bills. To qualify you must:

- ✓ Be enrolled in CARE or FERA.
- ✓ Owe \$500+ on your electric bill or \$250+ on gas.
- ✓ Be over 90 days past due.
- ✓ Be a PG&E customer for at least 6 months (all MCE customers meet this requirement).
- ✓ Have made at least 1 on-time payment. Call **1 (800) 743-5000** to apply for AMP.

Learn more at [pge.com/amp](https://pge.com/amp)

## SAVE \$3,500 OR MORE ON AN ELECTRIC VEHICLE

**MCE's EV Instant Rebate** provides \$3,500 for new and \$2,000 for used EVs to eligible customers at participating dealerships. We can help you combine MCE's rebate with other EV incentives to maximize your savings.



Learn more at [mceCleanEnergy.org/ev-rebate](https://mceCleanEnergy.org/ev-rebate)





## ASISTENCIA CON PAGOS TARDÍOS Y DESCUENTOS EN LA FACTURA DE ENERGÍA PARA RESIDENTES

Los propietarios e inquilinos que reúnen los requisitos pueden reducir el monto de su factura de energía al inscribirse a los programas a continuación. ¡Vea si reúne los requisitos e inscríbese hoy! Conozca otros programas en [mceCleanEnergy.org/lowerbill](https://mceCleanEnergy.org/lowerbill) o escanee el código QR



### REDUZCA SU FACTURA DE ENERGÍA EN UN 18% O MÁS

Solicitar el programa de descuento del **Programa de tarifas Alternativas de Energía de California (CARE**, por sus siglas en inglés) o el **Programa de asistencia a la familia para tarifas eléctricas (FERA**, por sus siglas en inglés) es rápido y fácil. CARE es un descuento mensual del 20% o más en su factura de gas y electricidad. FERA ofrece un 18% de descuento en su factura de electricidad mensual. Si ha tenido una reducción reciente en sus ingresos, es posible que ahora reúna los requisitos.

### HASTA \$3,000/AÑO PARA EL PAGO DE LA FACTURA DE ENERGÍA

El **Programa de Asistencia para Energía para Hogares de Bajos Recursos (LIHEAP**, por sus siglas en inglés) puede proporcionar hasta \$3,000 al año para cubrir facturas de energía vencidas. El pago se realiza directamente a su proveedor de energía, únicamente por el monto vencido. LIHEAP también ofrece actualizaciones gratuitas de eficiencia energética para reducir su factura. Usted no tendrá que devolver el dinero y su calificación crediticia no se verá afectada.

### REQUISITOS DE ELEGIBILIDAD DE INGRESOS DE CARE Y FERA\*

Número de personas en el hogar	CARE**	FERA
1–2 personas	≤\$39,440	no reúne los requisitos
3 personas	≤\$49,720	\$49,721–\$62,150
4 personas	≤\$60,000	\$60,001–\$75,000
5 personas	≤\$70,280	\$70,281–\$87,850
6 personas	≤\$80,560	\$80,561–\$100,700
7 personas	≤\$90,840	\$90,841–\$113,550
8 personas	≤\$101,120	\$101,121–\$126,400
9 personas	≤\$111,400	\$111,401–\$139,250
10 personas	≤\$121,680	\$121,681–\$152,100
Cada persona adicional	≤\$10,280	\$10,280–\$12,850

\*Con base en los ingresos actuales. Válido hasta el 31 de mayo de 2024.

\*\*También puede reunir los requisitos de CARE si participa en programas de asistencia pública que cumplan con los requisitos correspondientes.

Obtenga más información en [mceCleanEnergy.org/carefera](https://mceCleanEnergy.org/carefera)

### HASTA \$8,000/AÑO EN CONDONACIÓN DE DEUDA

El **Plan de Administración de Pagos Atrasados (AMP**, por sus siglas en inglés) perdona hasta \$8,000 al año en pagos tardíos de facturas de PG&E. Para reunir los requisitos debe: ✓ Estar inscrito en CARE o FERA. ✓ Deber \$500 o más en su factura de energía o \$250 o más en gas. ✓ Tener más de 90 días de atraso. ✓ Haber sido cliente de PG&E durante al menos 6 meses (todos los clientes de MCE cumplen con este requisito). ✓ Haber realizado al menos 1 pago a tiempo. Llame al **1 (800) 743-5000** para solicitar la participación en el AMP.

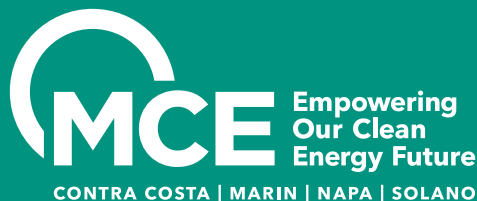
### AHORRE \$3,500 O MÁS EN UN VEHÍCULO ELÉCTRICO

El **Reembolso Instantáneo en Vehículos Eléctricos (EV) de MCE** ofrece \$3,500 para vehículos eléctricos nuevos y \$2,000 para vehículos eléctricos usados a los clientes que reúnan los requisitos en los concesionarios participantes. Podemos ayudarle a combinar el reembolso de MCE con otros incentivos para EV con el fin de maximizar sus ahorros.



Para obtener más información visite [pge.com/amp](https://pge.com/amp)

Para obtener más información visite [mceCleanEnergy.org/ev-rebate](https://mceCleanEnergy.org/ev-rebate)



## CUSTOMER ELIGIBILITY REQUIREMENTS

## Safety & Savings with Medical Baseline Allowance

Do you know of someone with critical energy needs due to a medical condition? Individuals with medical needs requiring access to energy can qualify for the Medical Baseline Allowance, which saves money on their energy bill and helps notify these individuals in the case of a Public Safety Power Shutoff (PSPS) event.

Income levels do not affect eligibility for the Medical Baseline program. Anyone with eligible medical needs can receive a "baseline" rate, typically up to 500kWh and 25 therms monthly. This avoids the increased charges of higher, tiered rates. Recertification is typically required every other year with a medical practitioner's signature unless the initial enrollment was certified as permanent. In order to reduce the number of people in hospitals during the COVID-19 crisis, PG&E has temporarily suspended the need for both new and existing customers to acquire a signature from their medical provider in order to certify or re-certify in this discount.

Eligible equipment is any medical device used in the home to sustain life or is relied upon for mobility (as determined by a licensed doctor).



### EXAMPLES OF ELIGIBLE EQUIPMENT

- ✓ Apnea Monitor ✓ Breather Machine (IPPB) ✓ Compressor/Concentrator
- ✓ Dialysis or Hemodialysis Machine ✓ Electronic Nerve Stimulator
- ✓ Electrostatic/Ultrasonic Nebulizer ✓ Inhalation Pulmonary Pressure
- ✓ Iron Lung ✓ Motorized Wheelchair/Scooter ✓ Oxygen Generator
- ✓ Pressure Pad or Pump ✓ Pulse Oximeter/Monitor ✓ Respirator (all types)
- ✓ Refrigerated medications ✓ Suction Machine ✓ Total Artificial Heart (TAH-t)
- ✓ Vest/Airway Clearance System

### EXAMPLES OF ELIGIBLE CONDITIONS

- ✓ Paraplegia, Hemiplegia, Quadriplegia ✓ Life-threatening illnesses
- ✓ Compromised immune systems ✓ Medical conditions with special heating and/or cooling (includes Multiple Sclerosis and Scleroderma) ✓ Sleep apnea

As your local Community Choice agency, MCE is invested in our community's strength and resilience, especially during challenging times.

The Medical Baseline Allowance two-page application is simple.



Fill out the first page and have your qualified medical practitioner fill out the second.



Return the form to PG&E and start receiving this discount on the electricity portion of the bill.

**Apply here: [www.pge.com/medicalbaseline](http://www.pge.com/medicalbaseline)**

20231107

**Please share this flyer with your family, friends, and networks to help save money and prepare for future PSPS events.**



## REQUISITOS DE ELEGIBILIDAD DEL CLIENTE

## Seguridad y Ahorros con Medical Baseline Allowance (Tarifa Básica por Razones Médicas)

¿Conoce a alguien con condiciones médicas que requieren asistencia eléctrica? Individuos con requerimientos eléctricos pueden calificar para Medical Baseline Allowance, un programa para ahorrarle dinero en su factura eléctrica y que ayuda para avisarle en caso de una Interrupción del Suministro Eléctrico por Motivos de Seguridad Pública (o PSPS, según sus siglas en inglés).

Su ingreso no impacta su elegibilidad. Cualquier persona con razones médicas eligibles puede recibir esta tarifa, permitiendo una asignación de alrededor de 500 kilovatio-horas de electricidad y 25 termias de gas al mes. Esto evita las tarifas más altas y escalonadas. Típicamente tendrá que recertificarse cada año con la firma de su doctor, al menos que su inscripción inicial fue certificada como permanente. Dicho eso, PG&E pospuso el requerimiento de esta firma para aliviar las multitudes en los hospitales durante la crisis de COVID-19. Si usted quiere registrarse en esta tarifa de descuento o quiere prolongarla, no necesitas esta firma de su doctor.

Equipo elegible incluye el que se usa en el hogar para sostener la vida o del cual se depende para su movilidad (determinado por un médico certificado).



### EJEMPLOS DE EQUIPO ELIGIBLE

- ✓ Monitor de apnea ✓ Máquina de respiración (IPPB)
- ✓ Compresor/Concentrador ✓ Máquina de diálisis o hemodiálisis
- ✓ Estimulador electrónico de nervios ✓ Nebulizador electrostático/ultrasónico
- ✓ Presión pulmonar por inhalación ✓ Pulmón de acero
- ✓ Silla de ruedas motorizada/Scooter ✓ Generador de oxígeno
- ✓ Almohadilla de presión o pompa ✓ Oxímetro de pulso/monitor
- ✓ Respirador (todo tipo) ✓ Medicamentos refrigerados
- ✓ Máquina de succión ✓ Corazón Artificial Total (TAH-t)

### EJEMPLOS DE CONDICIONES ELIGIBLES

- ✓ Paraplejía, hemiplejía, cuadriplejía ✓ Enfermedades potencialmente mortales
- ✓ Sistemas inmunes comprometidos ✓ Condiciones médicas que requieren calentamiento y/o enfriamiento especial (incluye esclerosis múltiple y esclerodermia)
- ✓ Apnea-hipopnea durante el sueño

Como su agencia pública de electricidad, MCE se dedica a la fortaleza y resiliencia de nuestras comunidades. Esto es aún más importante en tiempos difíciles.

Para ingresar en el programa de Medical Baseline Allowance, complete el formulario sencillo de dos páginas.



Usted completa la primera página y un médico profesional completa la segunda.



Devuelva el formulario a PG&E para empezar a recibir el descuento en su factura eléctrica.

**Solicite aquí: [www.pge.com/lineabasemedica](http://www.pge.com/lineabasemedica)**

**Por favor comparta esta información con su familia, amigos, y redes para ayudarlos a ahorrar dinero y estar más preparados en caso de la PSPS.**





2300 Clayton Road, Suite 1150  
Concord, CA 94520  
mceCleanEnergy.org

**Your local renewable electricity provider.  
Powering communities since 2010.**

Stay in touch: @mceCleanEnergy



**Welcome to 100% renewable energy AND a lower electricity bill!**

**BRIGHT FUTURES AHEAD**

Because of your location, enrollment in the CARE or FERA program, and payment status, you have been automatically enrolled in MCE's new Green Access Program! MCE cares about providing equitable access to renewable energy, and Green Access gives you 100% renewable energy service along with an additional 20% discount on your electricity bill. So you will save money and help fight climate change at the same time!

### HIGHLIGHTS:

- ✓ You are already enrolled in Green Access and do not need to take any action.
- ✓ Starting with your next PG&E billing cycle, you will see a "Green Access Discount" line.
- ✓ You will receive the discount and service through August, 2041 or until you are no longer eligible, whichever comes first.
- ✓ Visit [mceCleanEnergy.org/LowerBill](https://mceCleanEnergy.org/LowerBill) to learn about other ways to save.



Learn more at [mceCleanEnergy.org/GreenAccess](https://mceCleanEnergy.org/GreenAccess) or call 1 (888) 632-3674 for information in any language. Para obtener información en español, llame al 1 (888) 632-3674.

### I personally want to thank you for helping us combat climate change!

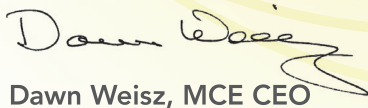


Renewable energy is central in the fight against climate change. Having 100% renewable energy service means that MCE matches all of your household's electricity with carbon-free, naturally replenishing sources, like solar and wind energy.

The more people using 100% renewable energy, the more solar and wind farms are built to replace polluting, fossil fuel power plants. Not only do fossil fuel plants harm our planet but they also increase air pollution, which can harm people who live near these facilities.

MCE's Green Access Program is just one of the ways we are partnering with our communities to provide more renewable power, customer savings, and environmental equity.

With gratitude,

  
Dawn Weisz, MCE CEO





November 16, 2023

TO: MCE Board of Directors

FROM: Catalina Murphy, General Counsel

RE: Resolution No. 2023-13 Establishing the Date, Time, and Location of Regular Board Meetings (Agenda Item #10)

ATTACHMENT: Proposed Resolution No. 2023-13 Establishing the Date, Time, and Location of Regular Board Meetings

Dear Board Members:

**Summary:**

Pursuant to Section 4.12 of the MCE Joint Powers Agreement and Section 54954(a) of the California Government Code Section, MCE must provide by ordinance or resolution, the date, time, and place for holding regular meetings.

On March 5, 2015, the Board of Directors adopted Resolution 2015-02 which established the current date, time, and location of MCE's regular Board meetings.

Proposed Resolution 2023-13 Establishing the Date, Time, and Location of Regular Board Meetings sets forth by resolution, the updated time from 7 p.m. to 6 p.m., date and meeting location of all regular meetings of the Board as the third Thursday of each month beginning at 6:00 p.m. at the MCE Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901; and the MCE Mt. Diablo Room, 2300 Clayton Road, Suite 650, Concord, CA 94520, or as otherwise designated in the meeting agenda.

**Recommendation:**

Adopt Proposed Resolution No. 2023-13 Establishing the Date, Time, and Location of Regular Board Meetings.

## **RESOLUTION NO. 2023-13**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY ESTABLISHING THE DATE, TIME, AND LOCATION OF REGULAR BOARD MEETINGS**

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

**WHEREAS**, MCE members include the following communities: the County of Marin, the County of Contra Costa, the County of Napa, the County of Solano, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the City of Concord, the Town of Corte Madera, the Town of Danville, the City of El Cerrito, the Town of Fairfax, the City of Fairfield, the City of Lafayette, the City of Larkspur, the City of Martinez, the City of Mill Valley, the Town of Moraga, the City of Napa, the City of Novato, the City of Oakley, the City of Pinole, the City of Pittsburg, the City of Pleasant Hill, the City of San Ramon, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Vallejo, the City of Walnut Creek, and the Town of Yountville; and

**WHEREAS**, the California Government Code Section 54954(a) requires the legislative body of a local agency to "provide by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings"; and

**WHEREAS**, Section 4.12 of the MCE Joint Powers Agreement provides that the Board shall establish by ordinance or resolution "the date, hour, and place of each regular meeting"; and

**WHEREAS**, in Resolution 2015-02, MCE established that regular meetings of the Board of Directors of MCE be held on the third Thursday of each month beginning at 7:00 p.m. at the MCE Offices, Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901, or as otherwise designated in the meeting agenda; and

**WHEREAS**, MCE's Board of Directors desires to adjust the start time of the regular Board of Directors meeting from 7:00 p.m. Pacific time to 6:00 p.m. Pacific time.

**NOW, THEREFORE, BE IT RESOLVED**, by the MCE Board of Directors, that the regular meetings of the Board of Directors of MCE shall be held on the third Thursday of each month beginning at 6:00 p.m. at the MCE Charles F. McGlashan Board Room, 1125 Tamalpais Avenue, San Rafael, CA 94901; and the MCE Mt. Diablo Room, 2300 Clayton Road, Suite 1150, Concord, CA 94520, or as otherwise designated in the meeting agenda.

**PASSED AND ADOPTED** at a regular meeting of the MCE Board of Directors on this 16th day of November, 2023, by the following vote:

	<b>AYES</b>	<b>NOES</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
County of Marin				
Contra Costa County				
County of Napa				
County of Solano				
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Town of Corte Madera				
Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Fairfield				
City of Lafayette				
City of Larkspur				
City of Martinez				
City of Mill Valley				
Town of Moraga				
City of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Pleasant Hill				
City of San Ramon				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Vallejo				
City of Walnut Creek				
Town of Yountville				

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CHAIR, MCE

**Attest:**

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SECRETARY, MCE



November 16, 2023

TO: MCE Board of Directors

FROM: Michael Callahan, Associate General Counsel

RE: Policy Update of Regulatory and Legislative Items

Dear Board Members:

**Summary:**

Below is a summary of the key activities at the West-Wide Governance Pathway Initiative, the California Public Utilities Commission, the California Independent System Operator (CAISO), and the California Energy Commission impacting Community Choice Aggregation (CCA) and MCE.

**West-Wide Governance Pathway Initiative (WWGPI)**

Regulators in the West initiated the WWGPI in July 2023, which is intended to ensure that the benefits of wholesale electricity markets are maximized for customers across the Western U.S. The WWGPI is aiming to establish an independent entity rapidly to provide a regional market for all states in the Western Interconnection, including California, to ensure regional coordination and minimize the risk of states joining an organization that excludes California/CAISO, which would diminish the benefits of a unified regional approach.

MCE is actively participating through CalCCA in this process. CalCCA is currently serving on the Launch Committee of the WWGPI and will continue to work with CCA members throughout this process. MCE will continue to provide updates to the Board as they become available.

There are no known direct fiscal impacts of WWGPI and their efforts to launch an entity with regional markets at this time. However, regional markets are expected to reduce costs for participants broadly, including California entities like MCE.

**California Public Utilities Commission (CPUC or Commission)**

## 1. CCA Participation in the BioMAT Program

The Bioenergy Market Adjusting Tariff (BioMAT) is intended to incentivize procurement of small (up to 3 MW) bioenergy projects. Pursuant to AB 843, in late 2022, the CPUC initiated an implementation proceeding to integrate CCAs into the BioMAT program under the same conditions as the investor-owned utilities (IOUs). Under BioMAT, CCAs may procure eligible bioenergy projects with local developers subject to CPUC oversight with an opportunity for cost recovery for above-market procurement costs.

In October 2023, CalCCA filed comments responding to a Proposed Decision (PD) to adopt rules governing how CCAs may participate in the program. Under the PD, CCAs should be eligible to start participating in the BioMAT program as early as Q1/Q2 2024.

MCE will partner with CalCCA over the coming months to confirm and finalize program participation rules and documents to further set the foundation for MCE's potential participation.

There are no immediate fiscal impacts of the BioMAT PD to MCE, but the opportunity to participate may provide a subsidy to reduce the cost of MCE's future pursuits of small bioenergy projects. There are additional costs expected to the extent MCE participates in the program to support additional regulatory engagement and compliance processes required to secure the subsidy as well as costs associated with administration and implementation of the program.

## 2. Proposed Decision on PG&E's Application to Extend Operation of Diablo Canyon Power Plant

In October 2023, the CPUC issued a PD concluding there are not sufficient new resources to replace the 2,300 MW of baseload capacity supplied by Diablo Canyon Power Plant (DCPP) by the planned 2024 & 2025 retirement dates. Consequently, to maintain sufficient reliability and avoid increasing greenhouse gas (GHG) emissions, the PD conditionally approves the extended operation of DCPP Unit 1 to October 31, 2029 and Unit 2 to October 31, 2030. The extensions are conditioned upon continued authorization by the Nuclear Regulatory Commission, continuation of a \$1.4 billion loan agreement authorized by SB 846, and no subsequent determination by the CPUC that continued operation of DCPP is imprudent or unreasonable.

The costs for continued operations will be paid by CPUC-jurisdictional Load Serving Entities (LSEs), not including CCAs, via the Cost Allocation Mechanism. Importantly, the PD would also allow the paying LSEs: (1) to claim the reliability benefits of Resource Adequacy (RA); and (2) have the option to voluntarily claim their allocations of the GHG-free energy and attributes of DCPP on their Power Content Labels. Such allocations may bring some relief to the tight RA and energy markets and relieve some upward pressure on prices.



Continued operation of DCPD means MCE customers will continue to be allocated a proportional share of costs through 2030. MCE RA costs are expected to be reduced by the mandatory RA allocations from DCPD. MCE energy costs may be reduced due to voluntary GHG-free energy allocations from DCPD if MCE accepts them.

### 3. PG&E's 2024 ERRA Forecast Application

The Energy Resource Recovery Account (ERRA) Forecast Proceeding will determine PG&E's 2024 generation and Power Cost Indifference Adjustment (PCIA) rates. In October 2023, CalCCA filed Opening and Reply Briefs, generally advocating for equitable and reasonable cost recovery for bundled (PG&E only) and unbundled (CCA) customers. For instance, CalCCA recommends that when PG&E has banked or excess credits from renewable energy procurement, that it be required to apply those credits to customers in the order in which they paid for PG&E's excess procurement.

The CPUC is expected to issue a Proposed Decision in this proceeding before the end of the year, with updated PG&E rates going into effect in January 2024.

There is no immediate fiscal impact to MCE from PG&E's ERRA proceedings, but they will eventually set MCE customers' PCIA rates and PG&E's generation rates for 2024.

### 4. PG&E's 2022 ERRA Compliance Application

The Energy Resource Recovery Account (ERRA) Compliance Proceeding will determine whether PG&E acted prudently with its approved plans for electricity service and may result in changes to PG&E's generation rates and PCIA rates going forward.

CalCCA previously filed Testimony which highlighted that in 2022 PG&E had significant excess RA capacity, did not make sufficiently reasonable attempts to sell it, and instead used it for its own reliability requirements. In October 2023, PG&E filed a Motion to strike this testimony from the record claiming parts of CalCCA's testimony are out of scope and unfairly prejudicial.

CalCCA responded to PG&E's Motion and urged the CPUC to reject it, arguing that the issue of whether PG&E made reasonable attempts to sell its excess RA is within the scope of the proceeding. The Commission has ordered further investigation into PG&E's bundled procurement plan within this proceeding.

The CPUC is expected to issue a Proposed Decision in this proceeding before the end of the year, with updated PG&E rates going into effect in January 2024.

### 5. Demand Flexibility

The Demand Flexibility proceeding at the Commission addresses new rate structures including dynamic rates and a new Income Graduated Fixed Charge (IGFC) that PG&E

and MCE residential customers will have to pay.

In October 2023, MCE filed Reply Comments on a CPUC Staff proposal to expand existing dynamic rate pilots to support shared learning and near-term summer reliability. MCE's comments advocated for equitable cost recovery of pilot costs for CCAs and against PG&E's proposal to use the PCIA fee to recover certain pilot costs. MCE noted that in order to ensure that CCA customers are not unfairly paying more than their fair share of pilot participation costs, CCA's must be able to utilize the same cost recovery mechanism as PG&E. Otherwise, MCE customers must pay for both PG&E's participation costs through the distribution side of the bill and MCE's participation costs through MCE rates, while PG&E customers only pay for PG&E's participation costs.

Later in October 2023, CalCCA filed additional comments requesting the Commission (1) reject a proposal by the Public Advocates Office to require CCAs, but not investor-owned utilities, to seek funding from other sources prior to making ratepayer funds for pilots available; (2) require PG&E to share demand response enrollment data with participating CCAs; and (3) reject PG&E's assertion that allowing PG&E to be the sole pilot administrator, thus preventing CCAs from also being administrators, would be the most cost effective option.

In October 2023, CalCCA also filed a brief focused on the implementation of an IGFC for all investor-owned utility's residential customers, as required by Assembly Bill 205. CalCCA recommends the Commission (1) reject proposals to collect PCIA through the IGFC; and (2) require PG&E and the other utilities to coordinate with CCAs in the transition to IGFC. The Commission is expected to issue a Proposed Decision on the IGFC in early 2024.

There are no immediate fiscal impacts from the Demand Flexibility proceeding to MCE. However, if dynamic rate pilots are expanded and MCE chooses to participate, there may be incremental pilot administration costs.

#### 6. PG&E's 2023 General Rate Case Application

PG&E's General Rate Case (GRC) Application proceeding establishes the total amount of revenue it is allowed to collect from customers, which is then allocated among the different classes of customers.

Throughout the proceeding the Joint CCAs argued to establish a framework for reassigning PCIA-eligible resources to ensure that CCA customers are not unreasonably required to continue to pay for resources maintained by PG&E for the benefit of PG&E's bundled customers. The CPUC's PD and Alternate Proposed Decision (APD) decline to adopt the Joint CCA proposal.

In October 2023, MCE supported Joint CCA opening and reply comments recommending the Commission revise its PD to find that in the instance PG&E decides to extend the operational life of generation resources for the use of bundled customers, those resources should be reassigned to a new PCIA vintage year - thereby providing a path to remove these resources from CCA customers' PCIA rates.

The CPUC is expected to vote on the PD and APD at its November 2023 voting meeting.

There are no direct fiscal impacts to MCE from the PG&E GRC, though when adopted, it will set PG&E rates that affect MCE customers and the competitiveness of MCE's rates.

### **California Independent System Operator (CAISO)**

#### **1. Price Formation Enhancements Initiative**

This initiative considers refinements to the CAISO's pricing structures to better reflect tight grid conditions, incentivize availability of resources with fast-start capability, and create enhanced price signals to inform better dispatch of resources.

In October 2023, CalCCA filed comments on related workshops focused on the importance the initiative's potential to implement and monitor market power mitigation measures, promoting fair competition and addressing market power issues during specific hours that harm the market.

There are no immediate fiscal impacts to MCE.

#### **2. Interconnection Process Enhancements Initiative**

The Interconnection Process Enhancements Initiative seeks to improve and expedite interconnection of new resources to the grid to support reliability and the ability to integrate more renewable energy.

In October 2023, MCE worked with CalCCA to develop and file comments on CAISO's proposal for improvements. CalCCA supports the CAISO's efforts to reform the interconnection study process to be able to accommodate the immense and growing number of requests. The comments advocated for increased transparency related to: (1) identifying and prioritizing projects in the interconnection queue that need minimal to no network upgrades to deliver additional energy to the grid; and (2) the CAISO's potential zonal approach to interconnection studies and what projects might be available based on available or planned transmission capacity in a particular zone.

CalCCA agreed with CAISO that LSE interest and procurement activities should be considered when prioritizing projects for interconnection study to ensure that projects reflect the resource attributes sought by procuring entities. CalCCA also agreed with CAISO to (1) allow projects a one-time opportunity to withdraw from the queue; and/or

(2) limit the time a project can sit in the queue without an executed interconnection agreement. These approaches seek to weed out projects that are stagnant and contributing to the queue's overall bottleneck.

CAISO expects to take a final proposal to the CAISO Board of Governors in mid-Q1 2024.

There are no immediate fiscal impacts to MCE.

### **California Energy Commission (CEC)**

#### **1. Power Source Disclosure Program Reform**

Historically, the Power Source Disclosure regulations dictate how LSEs must account for emissions associated with procurement to serve their annual load. Pursuant to SB 1158 (2022), the regulatory framework is set to shift in 2028 so that procurement emissions will be tracked on an hourly basis. The new methodology will also account for emissions associated with LSE-procured energy above what the LSE needs to serve its load, including supplemental energy purchases to support reliability or hedge against financial exposure to the market.

In October 2023, CalCCA filed comments to address the CEC's initial proposal to revise the Power Source Disclosure regulations. The new regulations will be adopted by the CEC in mid-2024 for implementation in 2028.

CalCCA generally supported the new statutory and regulatory framework for the Power Source Disclosure program, but communicated a critical need for additional methodological detail and data to ensure the hourly methodology is sound, implementable, and will accurately assign emissions in cases where energy cannot be traced to specific generation. MCE will work with CalCCA over the course of this proceeding to advocate for the needed clarity and suggest refinements to support the integrity and goals of the Power Source Disclosure program.

There are no immediate fiscal impacts to MCE due to the Power Source Disclosure Program Reform proceeding, but compliance with the hourly accounting will mean adjustments to MCE's energy portfolio that may lead to increased costs in future years.

#### **Fiscal Impacts:**

There are no immediate fiscal impacts.

#### **Recommendation:**

There are no recommended actions at this time.