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## Item 10 - Corby BESS Project and JPA Agreement

From Alicia Minyen <aliciaminyen@comcast.net>

Date Thu 1/15/2026 4:24 PM

To liz.alessio@countyofnapa.org <liz.alessio@countyofnapa.org>; sandre@cityoflarkspur.org <sandre@cityoflarkspur.org>; ebeckman@cortemadera.org <ebeckman@cortemadera.org>; mbelotz@danville.ca.gov <mbelotz@danville.ca.gov>; kbirdseye@ci.benicia.ca.us <kbirdseye@ci.benicia.ca.us>; bcoler@townoffairfaxca.gov <bcoler@townoffairfaxca.gov>; mebrown@solanocounty.com <mebrown@solanocounty.com>; kjacobs@novato.org <kjacobs@novato.org>; bkircher@townoffrossca.gov <bkircher@townoffrossca.gov>; tkullaway@sananselmo.gov <tkullaway@sananselmo.gov>; maika@cityofsanrafael.org <maika@cityofsanrafael.org>; jmccormick@lovelafayette.org <jmccormick@lovelafayette.org>; meadows@ci.oakley.ca.us <meadows@ci.oakley.ca.us>; bpainter@cityofnapa.org <bpainter@cityofnapa.org>; Charles.Palmares@cityofvallejo.net <Charles.Palmares@cityofvallejo.net>; mperrey@cityofmillvalley.gov <mperrey@cityofmillvalley.gov>; gquinto@elcerrito.gov <gquinto@elcerrito.gov>; hollithiertiburontowncouncil@gmail.com <hollithiertiburontowncouncil@gmail.com>; Mary.Sackett@marincounty.gov <Mary.Sackett@marincounty.gov>; swilkinson@cityofbelvedere.org <swilkinson@cityofbelvedere.org>

4 attachments (4 MB)

San Anselmo\_MCE\_protect local planning\_Nov2008.pdf; MCE Project Criteria 2015 TechCom.pdf; B - MCE Joint Powers Agreement.pdf; MCE\_Open Season 2023 Master List\_redacted\_BESS.xlsx;

You don't often get email from aliciaminyen@comcast.net. [Learn why this is important](#)

Dear Marin Clean Energy ("MCE") Board Members,

Please consider the following information for today's discussion about the Corby Project and its noncompliance with MCE's JPA Agreement

### **MCE (formally Marin Energy Authority) Included Provision 2.7 of the JPA Agreement to Protect Local Land Use Authority**

Certain language in MCE's JPA Agreement under provision 2.7 was included to ensure MCE's projects followed a member's General Plan and zoning, among other things, in order to protect a member's local land use authority. (Please see provision 2.7 below and in the attached JPA Agreement).

**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.

Furthermore, please see the attached memo found in the Staff Report to the Town of San Anselmo's November 2008 Counsel meeting. San Anselmo, a founding member of MCE,

highlighted in such memo several "*atypical*" provisions to be included in the JPA Agreement. The first atypical provision, i.e., 2.7, was included in the JPA Agreement "*to protect local land use authority*," as shown below and attached.

### ***The Marin Energy Authority***

The County's plan is to have all participating agencies adopt the attached ordinance by the end of December, 2008 to form the MEA joint powers authority. The ordinance authorizes the adopting agency to enter into the joint powers agreement.

**The Town currently belongs to a number of JPAs and the MEA would be similar in most respects. However, it will have several noteworthy atypical features:**

- To protect local land use authority, Section 2.7 of the Agreement requires that the MEA comply with the planning and building laws of any jurisdiction in which it locates or constructs facilities.

Consequently, it appears that with respect to MCE's projects that the JPA Agreement would ensure that a member's local land use authority would endure even if there were changes in state law.

### **Solano County's Measure T Protects Agricultural Land**

The County has been a member of MCE, a joint powers authority ("JPA"), since September 2018. As you know, on October 19, 2023, MCE executed an agreement for 100MW of the Corby lithium-ion BESS project ("Corby Project") with NextEra. It does not appear MCE conducted proper due diligence over the Corby Project to ensure it complied with Solano County's General Plan and zoning.

In fact, the Corby Project has never complied with Solano County's General Plan and zoning in light of Measure T, a voter approved measure that, among other things, preserves and protects agricultural and open space lands. As shown on pages 6 and 37 of the full text of Measure T (at the link below), the 2008 Measure T prohibits amending the use of agricultural and open space lands without obtaining voter approval.

Moreover, Measure T and its principles are incorporated into Solano County's general plan. Consequently, a lithium-ion battery energy storage project is inconsistent with the general plan; and therefore, prohibited from being built on any agricultural and/or open space lands.

[https://www.solanocounty.gov/archival-document?  
document=https://content.solanocounty.gov/sites/default/files/2025-07/2008%20November%20General.pdf&title=Archival%20document:%20November%202008%20Composite%20Voter%20Information%20Guide%20and%20Sample%20Ballot](https://www.solanocounty.gov/archival-document?document=https://content.solanocounty.gov/sites/default/files/2025-07/2008%20November%20General.pdf&title=Archival%20document:%20November%202008%20Composite%20Voter%20Information%20Guide%20and%20Sample%20Ballot)

### **MCE Should Have Known the Importance that MCE's Energy Sources Comply with Solano County's General Plan**

Notably, it's important to recognize that Solano County staff indicated during the September 25, 2018, Board of Supervisors meeting (when they considered joining MCE), the importance that MCE's energy sources comply with their General Plan.

Go to time marker 54:45 of the September 25, 2018, meeting at the link:

[Board of Supervisors on 2018-09-25 9:00 AM](#)

Solano County staff considered other CCAs such as Valley Clean Energy when deciding whether to join a CCA. Notice during the September 9, 2025, meeting that Bill Emlen, Solano County staff, stated he spoke with Valley Clean Energy (another Community Choice Aggregator) and found that it was unclear with how Valley Clean Energy deals with energy sources and "*some energy sources were inconsistent with the County's General Plan.*" Bill Emlen went on to state that "*MCE's track record was a clearer picture where they got their energy.*" Bill's statements evidence the importance that a CCA's sources of energy comply with the Solano County's General Plan and it appears this was a material factor in making a decision on whether to become a member of MCE.

### **MCE Does Not Have the Authority to Enter into Contracts that Violate Provision 2.7**

Based on the aforementioned, it appears that MCE did not have the authority to execute the Corby Project agreement, and consequently it is void. I'm also concerned that MCE staff would rely on AB 205, SB 254, or any other state legislation, as a means to circumvent a member's land use authority. Accordingly, staff should consult with outside legal counsel to correct the aforementioned issues.

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Additionally, the MCE Board should consider implementing criteria on evaluating future lithium-ion battery energy storage projects given the inherent dangers. In this regard, I've attached criteria that MCE considers in ranking projects through an RFP process. Notice that such criteria, which I found in a 2015 Technical Committee Staff Report, includes criteria such as "project location," "zoning permitting status," "environmental impacts," and "related mitigation requirements." It does not appear that MCE staff followed these criteria when recommending the Corby Project.

The MCE Board should implement policies and procedures to ensure staff conducts robust due diligence, and consider additional criteria when evaluating lithium-ion battery projects such as compliance with the General Plan; zoning; building and construction codes; fire risk, including thermal runaway; toxic plume; evacuation routes; proximity to homes, hospitals, and schools; noise, and requiring extensive community outreach prior to entering into contracts for projects that are inherently dangerous and hazardous.

Please also evaluate your procurement process with regard to lithium-ion battery projects, especially since there are more stand-alone battery projects under consideration within member jurisdictions such as in Contra Costa County and Solano County. (See the attached spreadsheet of other stand-alone battery projects and hybrid projects obtained by MCE in response to my public records request.)

With appreciation,

Alicia Minyen  
Member of Keep Vacaville Safe  
Resident of Vacaville, Solano County and  
MCE customer for a home my husband and I own in San Pablo, Contra Costa County  
415-722-9211

**TOWN OF SAN ANSELMO**  
**STAFF REPORT**  
November 3, 2008

For the meeting of November 10, 2008

TO: Town Council  
FROM: Debra Stutsman, Town Manager  
SUBJECT: **Marin Energy Authority**

### **RECOMMENDATION**

That Council introduce the ordinance approving the **Marin Energy Authority Joint Powers Agreement** and authorizing the implementation of a **Community Choice Aggregation Program**, conduct a public hearing on the ordinance and direct the Town Manager to read the ordinance by title only.

### **BACKGROUND**

The ordinance before Council is a step towards two goals: creating an alternative energy supply for Marin residents and reducing greenhouse gas emissions.

Community Choice Aggregation, or “CCA,” is a State authorized program that allows energy consumers to band together with other members of their community to obtain energy from alternative providers. A local government may implement a CCA program by ordinance; two or more local governments may do so as a group by forming a joint powers authority (“JPA”).

Over the past five years the County of Marin and its 11 cities and towns have worked together to explore implementing a CCA program that would give County residents a “greener” choice for their electrical energy needs. Meanwhile, in 2006, the State adopted Assembly Bill 32, the California Global Warming Act of 2006. AB 32 instituted a state-wide program for reducing greenhouse gases.<sup>1</sup> The Task Force charged with developing the CCA program decided to add AB 32 compliance to the new JPA’s mandate.

The use of acronyms with respect to this subject appears unavoidable. The following glossary is provided to facilitate the discussion:

**CCA:** Community Choice Aggregation, a state-authorized program to procure energy on behalf of consumers

**JPA:** Joint Powers Authority, a public agency created by contract between existing public agencies

**MEA:** Marin Energy Authority, the proposed joint powers authority

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<sup>1</sup> AB 32 is codified at Sections 38500 *et seq.* of the California Health and Safety Code. Earlier this year, the State adopted Senate Bill 375, which adds a host of greenhouse-gas related regulations and requires regional planning efforts to comply with AB 32-adopted regulations.

<b>MCE:</b>	Marin Clean Energy, a CCA program to be implemented by the MEA
<b>PG&amp;E:</b>	Pacific Gas and Electric Company
<b>ESP:</b>	Energy Service Provider

### ***The Marin Energy Authority***

The County's plan is to have all participating agencies adopt the attached ordinance by the end of December, 2008 to form the MEA joint powers authority. The ordinance authorizes the adopting agency to enter into the joint powers agreement.

The Town currently belongs to a number of JPAs and the MEA would be similar in most respects. However, it will have several noteworthy atypical features:

- To protect local land use authority, Section 2.7 of the Agreement requires that the MEA comply with the planning and building laws of any jurisdiction in which it locates or constructs facilities.
- Section 4.9 sets forth a somewhat complicated voting formula for MCE-related decisions. Each such decision must pass through two voting tiers, a "percentage" vote and a "share" vote. Each member agency has one equally weighted vote for the percentage vote. In the share vote, each member's vote is enhanced according to their total energy use. This second tier effectively gives more weight to the votes of members using more energy with the provision that no one agency's vote can ever be enough to carry the decision on that tier.
- A board decision to involuntarily remove a party (Section 7.2) or amend the agreement (Section 8.4) requires a 2/3 majority vote.
- Although an agency may easily withdraw from the MEA before the MCE program begins, withdrawal will be more complex after the program is underway, particularly if the withdrawing agency has residents receiving MCE energy. We do not have a resolution for this problem at present. Accordingly, Section 7.1.3 requires that the MEA's Operating Rules and Regulations address that issue.
- As discussed earlier, the MEA would also be able to pursue non-CCA programs, to further compliance with AB 32 mandates. This flexibility requires some creative drafting. We do not know what these programs will look like or whether the Town will want to participate. If member agencies are divided regarding a particular AB 32 program, it would be possible to amend the joint powers agreement to create a separate governance system. Moreover, any agency can withdraw from the MEA upon six months notice under Section 7.
- The County has agreed to fund the upfront costs associated with the MEA's formation and implementation of the MCE program. These costs will be reimbursed only if the MEA actually implements the MCE program, by recouping the cost from energy customers (Section 6.3.2).

### ***Community Choice Aggregation (aka Marin Clean Energy or MCE)***

State law allows local governments to create programs to procure electricity on behalf of customers within their jurisdictions under a program called Community Choice Aggregation or CCA. For the past several years, the County and the eleven incorporated cities and towns within

## MCE Evaluation of Responses

Projects will be ranked based upon the following criteria:

- a. Project location & Local Benefits (i.e., local hiring and prevailing wages)
- b. Interconnection status, queue position and RA Deliverability status
- c. Siting, zoning permitting status
- d. Price
- e. Resource type & Proposed product i.e., PCC1, PCC2, etc.
- f. Qualifications of project team
- g. Ownership structure
- h. Environmental impacts and related mitigation requirements
- i. Financing plan & financial stability of project owner/developer
- j. Acceptance of MCE's standard contract terms
- k. Development milestone schedule

**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**

**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 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 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 Walnut Creek**  
**Town of Yountville**  
**County of Contra Costa**  
**County of Marin**  
**County of Napa**

## **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/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: (Annual Energy Use/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 depositary 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

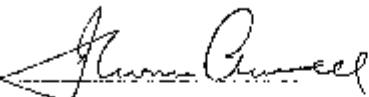
Title: Mayor

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 Cromwell

Title: Mayor

Date: December 8, 2008

Party: City of Belvedere

## ARTICLE 9

### SIGNATURE

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

By: 

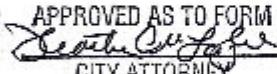
Name: Elizabeth Patterson

Title: Mayor

Date: 12.29.14

Party: City of Benicia

APPROVED AS TO FORM

  
Leah Coffey

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 Fink

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

ATTEST

Christine Green  
Christine Green, Town Clerk

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 IPA 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)

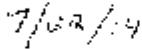
By:



Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

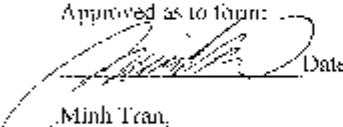
Date:



7/23/14

Party: Napa County

Approved as to form:



Minh Tran,

Date: 9/23/14

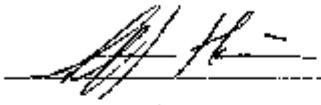
County Counsel

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## 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 Martin

Title: City Manager

Date: 1/8/14

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 Weisoff*

Name: David Weisoff

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: 

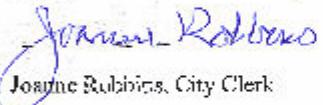
Name: Mark Mitchell

Title: Mayor

Date: 3-14-16

Party: City of Lafayette

Attest:



Josine Robbins, City Clerk

ARTICLE 9  
SIGNATURE

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

By: Sy Ah  
Name: Larry Chee  
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 the Marin Energy Authority.

By: Shawn Marshall

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 the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

Date: October 7, 2011

Party: City of Novato

## ARTICLE 9

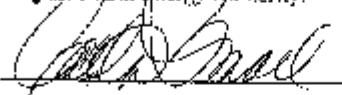
### SIGNATURE

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

By: Barbara Franklin  
Name: Deayne 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

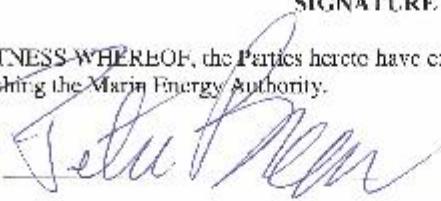
Title: Mayor

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: City Manager  
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 the Marin Energy Authority.

By: Amy Belser  
Name: Amy Belser  
Title: Mayor  
Date: November 18, 2008  
Party: City of Sausalito

Attest:

Leah Rodriguez  
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 Powers Agreement establishing the Marin Energy Authority.

By: 

Name: ALICE FREDERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

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## ARTICLE 9

### SIGNATURE

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

By: Leella Haskew  
Name: Leella 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: 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: Joe Shanahan

Title: City Manager

Date: 7/24/2017

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: 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 Marin Clean Energy (formerly, Marin Energy Authority)

By:



Name: Valerie J. Barone

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 Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Federal D. Glover

Title: Chair, Board of Supervisors

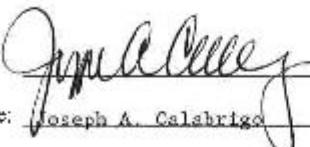
Date: August 1, 2017

Party: Contra Costa County

## ARTICLE 9

### SIGNATURE

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

By: Bryan H. Montgomery  
Name: Bryan H. Montgomery  
Title: City Manager  
Date: 8/1/12  
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

## **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 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 Richmond  
Town of Ross  
Town of San Anselmo  
City of San Pablo  
City of San Rafael  
City of San Ramon  
City of Sausalito  
Town of Tiburon  
City of Walnut Creek  
Town of Yountville  
County of Contra Costa  
County of Marin  
County of Napa

**EXHIBIT C**

**Marin Energy Authority**

**- Annual Energy Use -**

This Exhibit C is effective as of July 20, 2017.

<b>Party</b>	<b>kWh*</b>
<b>City of American Canyon</b>	<b>75,238,389</b>
<b>City of Belvedere</b>	<b>7,161,787</b>
<b>City of Benicia</b>	<b>112,631,790</b>
<b>City of Calistoga</b>	<b>26,619,985</b>
<b>City of Concord</b>	<b>584,690,000</b>
<b>Town of Corte Madera</b>	<b>46,023,153</b>
<b>County of Contra Costa</b>	<b>1,027,456,000</b>
<b>Town of Danville</b>	<b>197,901,000</b>
<b>City of El Cerrito</b>	<b>56,615,873</b>
<b>Town of Fairfax</b>	<b>17,786,905</b>
<b>City of Lafayette</b>	<b>113,958,395</b>
<b>City of Larkspur</b>	<b>36,481,157</b>
<b>City of Martinez</b>	<b>162,001,000</b>
<b>City of Mill Valley</b>	<b>44,019,391</b>
<b>County of Marin</b>	<b>223,280,476</b>
<b>Town of Moraga</b>	<b>53,568,000</b>
<b>City of Napa</b>	<b>358,540,484</b>
<b>County of Napa</b>	<b>306,696,355</b>

<b>City of Novato</b>	<b>182,518,152</b>
<b>City of Oakley</b>	<b>127,957,000</b>
<b>City of Pinole</b>	<b>69,497,000</b>
<b>City of Pittsburg</b>	<b>521,305,000</b>
<b>City of Richmond</b>	<b>369,368,162</b>
<b>Town of Ross</b>	<b>9,793,239</b>
<b>Town of San Anselmo</b>	<b>31,630,085</b>
<b>City of San Ramon</b>	<b>363,991,000</b>
<b>City of Saint Helena</b>	<b>51,846,619</b>
<b>City of San Pablo</b>	<b>69,813,169</b>
<b>City of San Rafael</b>	<b>226,213,075</b>
<b>City of Sausalito</b>	<b>31,778,338</b>
<b>Town of Tiburon</b>	<b>28,575,164</b>
<b>City of Walnut Creek</b>	<b>415,140,953</b>
<b>Town of Yountville</b>	<b>31,854,820</b>
<b>MCE Total Energy Use</b>	<b>5,981,951,917</b>

\*Data Provided by PG&E

## **EXHIBIT D**

### **Marin Energy Authority**

#### **- Voting Shares -**

This Exhibit D is effective as of July 20, 2017.

<b>Party</b>	<b>kWh (2015*)</b>	<b>Section 4.9.2.1</b>	<b>Section 4.9.2.2</b>	<b>Voting Share</b>
City of American Canyon	75,238,389	1.52%	0.63%	<b>2.14%</b>
City of Belvedere	7,161,787	1.52%	0.06%	<b>1.58%</b>
City of Benicia	112,631,790	1.52%	0.94%	<b>2.46%</b>
City of Calistoga	26,619,985	1.52%	0.22%	<b>1.74%</b>
City of Concord	584,690,000	1.52%	4.89%	<b>6.40%</b>
Town of Corte Madera	46,023,153	1.52%	0.38%	<b>1.90%</b>
County of Contra Costa	1,027,456,000	1.52%	8.59%	<b>10.10%</b>
Town of Danville	197,901,000	1.52%	1.65%	<b>3.17%</b>
City of El Cerrito	56,615,873	1.52%	0.47%	<b>1.99%</b>
Town of Fairfax	17,786,905	1.52%	0.15%	<b>1.66%</b>
City of Lafayette	113,958,395	1.52%	0.95%	<b>2.47%</b>
City of Larkspur	36,481,157	1.52%	0.30%	<b>1.82%</b>
City of Martinez	162,001,000	1.52%	1.35%	<b>2.87%</b>
City of Mill Valley	44,019,391	1.52%	0.37%	<b>1.88%</b>
County of Marin	223,280,476	1.52%	1.87%	<b>3.38%</b>
Town of Moraga	53,568,000	1.52%	0.45%	<b>1.96%</b>
City of Napa	358,540,484	1.52%	3.00%	<b>4.51%</b>
County of Napa	306,696,355	1.52%	2.56%	<b>4.08%</b>
City of Novato	182,518,152	1.52%	1.53%	<b>3.04%</b>
City of Oakley	127,957,000	1.52%	1.07%	<b>2.58%</b>
City of Pinole	69,497,000	1.52%	0.58%	<b>2.10%</b>
City of Pittsburg	521,305,000	1.52%	4.36%	<b>5.87%</b>
City of Richmond	369,368,162	1.52%	3.09%	<b>4.60%</b>
Town of Ross	9,793,239	1.52%	0.08%	<b>1.60%</b>
Town of San Anselmo	31,630,085	1.52%	0.26%	<b>1.78%</b>
City of San Ramon	363,991,000	1.52%	3.04%	<b>4.56%</b>
City of Saint Helena	51,846,619	1.52%	0.43%	<b>1.95%</b>
City of San Pablo	69,813,169	1.52%	0.58%	<b>2.10%</b>

City of San Rafael	226,213,075	1.52%	1.89%	<b>3.41%</b>
City of Sausalito	31,778,338	1.52%	0.27%	<b>1.78%</b>
Town of Tiburon	28,575,164	1.52%	0.24%	<b>1.75%</b>
City of Walnut Creek	415,140,953	1.52%	3.47%	<b>4.99%</b>
Town of Yountville	31,854,820	1.52%	0.27%	<b>1.78%</b>
<b>MCE Total Energy Use</b>	<b>5,981,951,917</b>	<b>50.00%</b>	<b>50.00%</b>	<b>100.00%</b>

\*Data Provided by PG&E



Upstream	Covina Reliability Project	Covina Reliability Project 1
Hecate Grid LLC	Hecate Grid LLC	RA Hecate Grid Gwent Storage 1 LLC Var A
Hecate Grid LLC	Hecate Grid LLC	RA Hecate Grid Gwent Storage 1 LLC Var B
Hecate Grid LLC	Hecate Grid LLC	RA Hecate Grid Gwent Storage 1 LLC Var C
Upstream	Covina Reliability Project	Covina Reliability Project 2
Levy Alameda, LLC	Levy Alameda, LLC	RA Potentia Viridi A
Levy Alameda, LLC	Levy Alameda, LLC	RA Potentia Viridi B
Levy Alameda, LLC	Levy Alameda, LLC	RA Potentia Viridi C
Levy Alameda, LLC	Levy Alameda, LLC	RA Potentia Viridi D
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GridStor LLC	Horizon Energy Storage, LP	Cable Energy Storage LLC
Horus Central Valley 1, LLC.(OPD)	Horus Central Valley 1, LLC.	Medeiros Solar A
Horus Central Valley 1, LLC.	Horus Central Valley 1, LLC.	Medeiros Solar B
Leeward Renewable Energy, LLC		
Leeward Renewable Energy, LLC		
Primergy Solar	Primergy Solar	Golden Currant Solar & Storage A
Primergy Solar	Primergy Solar	Golden Currant Solar & Storage B
Prologis Energy LLC	Prologis Energy LLC	Wallace Energy Storage
Renewable America LLC	Renewable America LLC	Bethel Island Clean Power One LLC (BEISO)
Renewable America LLC	Renewable America LLC	Discovery Bay South Clean Power LLC (DIBAS)
SB Energy	Pelicans Jaw Solar, LLC	Pelicans Jaw Solar, LLC A
SB Energy	Pelicans Jaw Solar, LLC	Pelicans Jaw Solar, LLC B
SB Energy	Pelicans Jaw Solar, LLC	Pelicans Jaw Solar, LLC C
SB Energy	Pelicans Jaw Solar, LLC	Pelicans Jaw Solar, LLC Bess
Renewable America LLC	Renewable America LLC	Piedmont Hillside Clean Power (PIEH)
<hr/>		
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	4 Creeks Energy Storage Project A
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	4 Creeks Energy Storage Project B
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	4 Creeks Energy Storage Project C
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Borealis Energy Storage Project A
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Borealis Energy Storage Project B
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Borealis Energy Storage Project C
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Enterprise Solar Storage VI, LLC.
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	J90 Energy Storage Project A

Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	J90 Energy Storage Project B
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Lockhart III Energy Storage Project
Upstream	Westminster Reliability Project LLC	Westminster Reliability Project 1
Upstream	Westminster Reliability Project LLC	Westminster Reliability Project 2
Renewable Properties	RPCA Storage 2 LLC / Wildcat Renewables LLC	Lake Herman Storage A
Renewable Properties	RPCA Storage 2 LLC / Wildcat Renewables LLC	Lake Herman Storage B
Renewable Properties	RPCA Storage 2 LLC / Wildcat Renewables LLC	Soscol Ferry Storage A
Renewable Properties	RPCA Storage 2 LLC / Wildcat Renewables LLC	Soscol Ferry Storage B
Arevon Energy, Inc.		
NextEra Energy Resources Development, LLC	NextEra Energy Resources Development, LLC	Nut Tree 20
NextEra Energy Resources Development, LLC	NextEra Energy Resources Development, LLC	Nut Tree 15
NextEra Energy Resources Development, LLC	NextEra Energy Resources Development, LLC	Key 20
NextEra Energy Resources Development, LLC	NextEra Energy Resources Development, LLC	Key 15
NextEra Energy Resources Development, LLC	NextEra Energy Resources Development, LLC	Jackalope
NextEra Energy Resources Development, LLC	NextEra Energy Resources Development, LLC	Corby
Avangrid	Avangrid Renewables, LLC	Stagecoach Solar A
Avangrid	Avangrid Renewables, LLC	Stagecoach Solar B
Avangrid	Avangrid Renewables, LLC	Stagecoach Solar c
Avangrid	Avangrid Renewables, LLC	Stagecoach Solar D
Broad Reach Power	Broad Reach Power	Genoa Energy Storage
REV Renewables HoldCo, LLC	REV Renewables HoldCo, LLC	Commerce Energy Storage RA
REV Renewables HoldCo, LLC	REV Renewables HoldCo, LLC	Delamar Energy Storage RA
REV Renewables HoldCo, LLC	REV Renewables HoldCo, LLC	Commerce Energy Storage
REV Renewables HoldCo, LLC	REV Renewables HoldCo, LLC	Delamar Energy Storage

Longroad Energy	Longroad Development Company, LLC	Rosemary A
Longroad Energy	Longroad Development Company, LLC	Rosemary B
EDF Renewables	EDF Renewables	Bonanza
EDF Renewables	EDF Renewables	Lycan
EDF Renewables	EDF Renewables	Keyhole
RWE Supply & Trading Americas, LLC		
RWE Supply & Trading Americas, LLC		
RWE Supply & Trading Americas, LLC		
RWE Supply & Trading Americas, LLC		
RWE Supply & Trading Americas, LLC		
RWE Supply & Trading Americas, LLC		
Hanwha Q CELLS USA Corp.		
Levy Alameda, LLC	Levy Alameda, LLC	Potentia Viridi I
Levy Alameda, LLC	Levy Alameda, LLC	Potentia Viridi K
Levy Alameda, LLC	Levy Alameda, LLC	Potentia Viridi M
REV Renewables HoldCo, LLC	REV Renewables HoldCo, LLC	Delamar Energy Storage
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	4 Creeks Energy Storage Project D
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	4 Creeks Energy Storage Project E
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Enterprise Solar Storage VI, LLC. RA
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Borealis Energy Storage Project D
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Borealis Energy Storage Project E
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Painted Hills II Energy Storage Project A
Terra-Gen Development Company, LLC.	Terra-Gen Development Company, LLC.	Painted Hills II Energy Storage Project B
Broad Reach Power	Broad Reach Power	Beowulf Energy Storage
Broad Reach Power	Broad Reach Power	Allegheny Energy Storage
Broad Reach Power	Broad Reach Power	Drifter Energy Storage
Broad Reach Power	Broad Reach Power	Jaguar Energy Storage
Broad Reach Power	Broad Reach Power	Commander Energy Storage
Longroad Energy	Longroad Development Company, LLC	Zeta 4hr
Longroad Energy	Longroad Development Company, LLC	Zeta 8hr
SB Energy	Pelicans Jaw Solar, LLC	Pelicans Jaw Solar, LLC Bess

SB Energy

Pelicans Jaw Solar, LLC

Pelicans Jaw Solar, LLC Bess

Utility	Interconnection Level	County	State	Technology	Interconnection Capacity (MW)
PGE	Transmission	Solano	CA	Stand Alone storage	700
PGE	Transmission	Solano	CA	Stand Alone storage	700
PGE	Transmission	Solano	CA	Stand Alone storage	700
PGE	Transmission	Merced	CA	Hybrid	50
PGE	Transmission	Merced	CA	Hybrid	50
PGE	Transmission	Merced	CA	Wind	
PGE	Transmission	Merced	CA	Hybrid	50
PGE	Transmission	Merced	CA	Stand Alone storage	50

SCE	Transmission	Los Angeles	CA	Stand Alone storage	110
SCE	Transmission	Ventura	CA	Stand Alone storage	135
SCE	Transmission	Ventura	CA	Stand Alone storage	135
SCE	Transmission	Ventura	CA	Stand Alone storage	135
SCE	Transmission	Los Angeles	CA	Stand Alone storage	110
PGE	Transmission	Alameda	CA	Stand Alone storage	400
PGE	Transmission	Alameda	CA	Stand Alone storage	400
PGE	Transmission	Alameda	CA	Stand Alone storage	400
PGE	Transmission	Alameda	CA	Stand Alone storage	400
SCE	Transmission	San Bernandino	CA	Stand Alone storage	100
PGE	Transmission	Merced	CA	Hybrid	26.5
PGE	Transmission	Merced	CA	Hybrid	26.5
CAISO	Transmission	Clark	NV	Hybrid	400
CAISO	Transmission	Clark	NV	Hybrid	400
SCE	Distribution	Los Angeles	CA	Stand Alone storage	55
PGE	Distribution	Contra costa	CA	Stand Alone storage	15
PGE	Distribution	Contra costa	CA	Hybrid	3
PGE	Transmission	kERN	CA	Hybrid	500
PGE	Transmission	Kern	CA	Hybrid	500
PGE	Transmission	Kern	CA	Hybrid	500
PGE	Transmission	Kern	CA	Stand Alone storage	500
PGE	Distribution	Santa Clara	CA	Hybrid	2
SCE	Transmission	Tulare	CA	Stand Alone storage	250
SCE	Transmission	Tulare	CA	Stand Alone storage	250
SCE	Transmission	Tulare	CA	Stand Alone storage	250
PGE	Transmission	Sonoma	CA	Stand Alone storage	300
PGE	Transmission	Sonoma	CA	Stand Alone storage	300
PGE	Transmission	Sonoma	CA	Stand Alone storage	300
SCE	Transmission	Los Angeles	CA	Hybrid	500
SCE	Transmission	Los Angeles	CA	Stand Alone storage	250

SCE	Transmission	Los Angeles	CA	Stand Alone storage	250
SCE	Transmission	San Bernandino	CA	Stand Alone storage	250
SCE	Transmission	Los Angeles	CA	Stand Alone storage	110
SCE	Transmission	Los Angeles	CA	Stand Alone storage	110
PGE	Distribution	Solano	CA	Stand Alone storage	5
PGE	Distribution	Solano	CA	Stand Alone storage	5
PGE	Distribution	Solano	CA	Stand Alone storage	5
PGE	Distribution	Solano	CA	Stand Alone storage	5

PGE	Transmission	Solano	CA	Stand Alone storage	300
PGE	Transmission	Solano	CA	Stand Alone storage	400
PGE	Transmission	Fresno	CA	Stand Alone storage	300
PGE	Transmission	Fresno	CA	Stand Alone storage	300

Idaho	Transmission	SweetWater	ID	Wind	600
PGE	Transmission	Solano	CA	Stand Alone storage	300
SCE	Transmission	San Bernandino	CA	Hybrid	200
SCE	Transmission	San Bernandino	CA	Hybrid	200
SCE	Transmission	San Bernandino	CA	Hybrid	200
SCE	Transmission	San Bernandino	CA	Hybrid	200
PGE	Transmission	Sonoma	CA	Stand Alone storage	250
SCE	Transmission	Los Angeles	CA	Stand Alone storage	500
SCE	Transmission	Clark	NV	Stand Alone storage	250
SCE	Transmission	Los Angeles	CA	Stand Alone storage	500
SCE	Transmission	Clark	NV	Stand Alone storage	250

PGE	Transmission	Fresno	CA	Hybrid	70
PGE	Transmission	Fresno	CA	Hybrid	70
CAISO	Transmission	Clark	NV	Hybrid	300
SCE	Transmission	Riverside	CA	Hybrid	400
CAISO	Transmission	Kern	CA	Wind	100

PGE	Transmission	Alameda	CA	Stand Alone storage	400
PGE	Transmission	Alameda	CA	Stand Alone storage	400
PGE	Transmission	Alameda	CA	Stand Alone storage	400
SCE	Transmission	Clark	NV	Stand Alone storage	250
SCE	Transmission	Tulare	CA	Stand Alone storage	250
SCE	Transmission	Tulare	CA	Stand Alone storage	250
SCE	Transmission	Los Angeles	CA	Hybrid	1400
PGE	Transmission	Sonoma	CA	Stand Alone storage	300
PGE	Transmission	Sonoma	CA	Stand Alone storage	300
SCE	Transmission	Riverside	CA	Stand Alone storage	400
SCE	Transmission	Riverside	CA	Stand Alone storage	400
PGE	Transmission	Santa Clara	CA	Stand Alone storage	100
PGE	Transmission	Contra costa	CA	Stand Alone storage	500
SCE	Transmission	Ventura	CA	Stand Alone storage	500
PGE	Transmission	Alameda	CA	Stand Alone storage	250
PGE	Transmission	Contra costa	CA	Stand Alone storage	500
PGE	Transmission	Merced	CA	Hybrid	75
PGE	Transmission	Merced	CA	Hybrid	75
PGE	Transmission	Kern	CA	Hybrid	500

PGE	Transmission	Kern	CA	Hybrid	500
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Generation Size BESS/MW	Annual MWh	Generation Size Resource/MW	Annual Gen MWh	Degradation	Term
100	400			2%	10
50	200			2%	10
50	200			2%	15
50	200	53.1	122,335.00	0%	15
50	200	53.1	122,335.00	0%	20
		53.1			20
50	200	53.1	122,335.00	0%	20
50	200			0%	15

110	440			0%	15
100	400			0%	10
100	400			0%	15
100	400			0%	20
110	440			0%	15
200	800			0%	15
200	800			0%	20
300	1200			0%	15
300	1200			0%	20
100	400			0%	15
20	80	26.5	79,607.00	0%	20
20	80	26.5	79,607.00	0%	15
400	1600	400	1,267,448.96	2%	20
400	1600	400	1,267,448.96	2%	20
55	220			0%	20
15	60			2.50%	
1.25	5	3	8,570.00	2.50%	20
119	476	210	567,802.00	0%	15
68	272	120	324,458.00	0%	15
100	400	200	540,764.00	0%	15
100	400			3%	15
2	8	2	5,545.00	2.50%	20
100	400			0%	15
100	800			0%	15
100	400			0%	15
100	400			0%	15
100	800			0%	15
100	400			0%	15
100	400	100	300,106.00	0%	15
100	400			0%	15

100	400		0%	15
100	800		0%	15
110	440		0%	15
110	440		0%	15
5	20		0%	15
5	20		0%	15
5	20		0%	15
5	20		0%	15

100	400		0%	20
100	400		0%	15
35	280		0%	20
35	280		0%	15

		100	323,689.00	0%	30
100				0%	15
20	80	200	643,535.00	0%	15
20	80	200	643,535.00	0%	20
20	80	40	643,535.00	0%	15
20	80	40	643,535.00	0%	20
250	1000			0%	10
500	2000			0%	15
250	2000			0%	10
500	2000			0%	15
250	1000			0%	15

35	280	70	204,578.00	0%	20
35	140	70	204,578.00	0%	20
243.6	974.4	300	901,369.00	0%	20
200	800	400	1,286,501.00	0%	20
		100	275,906.00	0%	20

200	800				
300	1200				
	1200				
250	1000				
200	800				
50	400				
100	400	100			
200	800				
50	400				
200	800				
50	400				
100	400				
500	2000				
500	2000				
250	1000				
500	2000				
75	300	75	215,178.00	0%	20
75	600	75	215,179.00	0%	20
100	400	210	567,802.00	0%	15

40	320	210	567,802.00	0%	15
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COD	\$/MWh	\$/Kw-month	Emissions[gCO2e/KWh]	Deliverability Status	Delivery Market
6/1/2027				Partial Capacity Deliverability Status	NP15
6/1/2027				Partial Capacity Deliverability Status	NP15
6/1/2027				Partial Capacity Deliverability Status	NP15
5/31/2025				Annual Deliverability Study	NP15
5/31/2025				Annual Deliverability Study	NP15
5/31/2025				FCDS	NP15
5/31/2025				Annual Deliverability Study	NP15

4/1/2025	Full Capacity Deliverability Status	SP15
6/1/2026	Full Capacity Deliverability Status	SP15
6/1/2026	Full Capacity Deliverability Status	SP15
6/1/2026	Full Capacity Deliverability Status	SP15
4/1/2026	Full Capacity Deliverability Status	SP15
6/1/2027	Full Capacity Deliverability Status	NP15
6/1/2027	Full Capacity Deliverability Status	NP15
6/1/2027	Full Capacity Deliverability Status	NP15
6/1/2027	Full Capacity Deliverability Status	NP15
9/1/2026	Full Capacity Deliverability Status	SP15
1/1/2027	Full Capacity Deliverability Status	NP15
1/1/2027	Full Capacity Deliverability Status	NP15
6/1/2026	Full Capacity Deliverability Status	SP15
6/1/2026	Full Capacity Deliverability Status	SP15
6/1/2026	Full Capacity Deliverability Status	SP15
8/31/2025	Full Capacity Deliverability Status	NP15
10/17/2024	Energy Only	NP15
3/31/2026	Partial Capacity Deliverability Status	NP15
3/31/2026	Partial Capacity Deliverability Status	NP15
3/31/2026	Energy Only	NP15
3/31/2026	Energy Only	NP15
8/31/2024	Energy Only	NP15
12/1/2026	Full Capacity Deliverability Status	SP15
12/1/2026	Full Capacity Deliverability Status	SP15
12/1/2026	Full Capacity Deliverability Status	SP15
12/1/2026	Full Capacity Deliverability Status	NP15
12/1/2026	Full Capacity Deliverability Status	np15
12/1/2026	Full Capacity Deliverability Status	NP15
6/1/2025	Full Capacity Deliverability Status	SP15
6/1/2025	Full Capacity Deliverability Status	SP15

6/1/2025		Full Capacity Deliverability Status	SP15
6/1/2025		Full Capacity Deliverability Status	SP15
4/1/2025		Full Capacity Deliverability Status	SP15
4/1/2026		Full Capacity Deliverability Status	SP15
12/31/2025		Full Capacity Deliverability Status	NP15
12/31/2025		Full Capacity Deliverability Status	NP15
12/31/2025		Full Capacity Deliverability Status	NP15
12/31/2025		Full Capacity Deliverability Status	NP15
6/1/2028		Full Capacity Deliverability Status	NP15
6/1/2028		Full Capacity Deliverability Status	NP15
4/1/2027		Full Capacity Deliverability Status	NP15
4/1/2027		Full Capacity Deliverability Status	NP15
6/1/2028		Energy Only	SP15
6/1/2026		Full Capacity Deliverability Status	NP15
12/1/2027		Partial Capacity Deliverability Status	NP15
12/1/2027		Partial Capacity Deliverability Status	NP15
12/1/2027		Partial Capacity Deliverability Status	NP15
12/30/2027		Partial Capacity Deliverability Status	NP15
6/1/2028		Full Capacity Deliverability Status	NP15
6/1/2026,2027 or 2028		Full Capacity Deliverability Status	SP15
6/1/2026,2027 or 2028		Full Capacity Deliverability Status	SP15
6/1/2026,2027 or 2028		Full Capacity Deliverability Status	SP15
6/1/2026,2027 or 2028		Full Capacity Deliverability Status	SP15

12/31/2026		Full Capacity Deliverability Status	NP15
12/31/2026		Full Capacity Deliverability Status	NP15
6/1/2027		Full Capacity Deliverability Status	SP15
12/1/2027		Full Capacity Deliverability Status	SP15
4/1/2027		Energy Only	SP15
6/1/2027		Full Capacity Deliverability Status	NP15
6/1/2027		Full Capacity Deliverability Status	NP15
6/1/2027		Full Capacity Deliverability Status	NP15
6/1/2026,2027 or 2028		Full Capacity Deliverability Status	SP15
12/1/2026		Full Capacity Deliverability Status	SP15
12/1/2026		Full Capacity Deliverability Status	SP15
6/1/2025		Full Capacity Deliverability Status	SP15
12/1/2026		Full Capacity Deliverability Status	np15
12/1/2026		Full Capacity Deliverability Status	NP15
6/1/2026		Full Capacity Deliverability Status	SP15
6/1/2026		Full Capacity Deliverability Status	SP15
6/1/2028		Full Capacity Deliverability Status	NP15
6/1/2028		Full Capacity Deliverability Status	NP15
6/1/2028		Full Capacity Deliverability Status	SP15
6/1/2028		Full Capacity Deliverability Status	SP15
6/1/2028		Full Capacity Deliverability Status	NP15
4/1/2027		Full Capacity Deliverability Status	NP15
4/1/2027		Full Capacity Deliverability Status	NP16
6/1/2026		Partial Capacity Deliverability Status	NP15

6/1/2026

Partial Capacity Deliverability Status

NP15

Pnode	Status	Longitude	Latitude	E3	Evaluation
	New New New				
	Repower Repower				
	Repower Repower				

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Summary	File Name	Path	Counterparty Notes

